



**WINELANDS
FIRE PROTECTION ASSOCIATION**

**CONSTITUTION
November 2016**

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1. Name of the Association

- a. The name of the Association is the:

WINELANDS FIRE PROTECTION ASSOCIATION

Reg No 1170/02

herein referred to as "the Association".

- b. The Association will henceforth trade under the following name:

WINELANDS FIRE PROTECTION ASSOCIATION

- c. The shortened name will be "WFPA".

2. Legal Status

- a. The Association is a body corporate and shall exist in its own right, separately from its members, and will continue to exist even if membership or office bearers are amended.
- b. The Association will be able to own property, capital or other assets, and will be able to sue and be sued in its own name.

3. Area of the Association

- a. The domain of the Association falls principally within the Cape Winelands District Municipal boundaries.
- b. The general boundaries of the Association are described in Annexure A.
- c. The land use in the domain includes rural commercialized agricultural properties (commercialized and non-commercialized), rural communally owned properties, large mountainous conservation areas managed by conservation authorities and by private land owners, urban areas managed by local authorities, and other state land managed by various government departments.
- d. The Association is divided into Management Units, according to geographical areas.

4. The Address of the Association

- a. The postal address of the Association is:

Winelands Fire Protection Association
PO Box 990
Stellenbosch, 7599

- b. The physical address of the Association is:

CWDM Fire Service Office
Cnr Bird Street and Langenhoven Road, Stellenbosch

- c. The electronic correspondence address of the Association is: managerwfpa1@gmail.com or alternately officewfpa@gmail.com

5. Application of the Act to this Constitution

This constitution must adhere to Chapter 2 of the National Veld and Forest Fire Act, 1998 (No.101 of 1998) (the Act) and the regulations promulgated thereto. Registration number with the Department of Agriculture, Forestry and Fisheries: Reg No 1170/02.

6. The Objectives of the Association

- a. The primary objective of the Association is to provide a community driven integrated fire management service to members of the Association.

- b. The secondary objectives of the Association are to –
 - i. Predict, prevent and assist with wildfires, where possible;
 - ii. Assist members to comply with the Act, the regulations made in terms of the Act, this constitution and its rules;
 - iii. Improve the knowledge base for the implementation of integrated fire management strategies;
 - iv. Improve awareness on integrated fire management and prevention; and
 - v. Reduce fire risk associated with the occurrence of wildfires by devising integrated fire management plans.

7. Duties and Functions of the Association

- a. The duties and functions of the Association are to –
 - i. Develop and implement a veld fire management strategy for the area;
 - ii. Make rules which will bind members;
 - iii. Regularly communicate the fire danger rating referred to in sections 9 and 10 of the Act to its members;
 - iv. Organise and train its members in fire-fighting, management and prevention;
 - v. Inform its members of equipment and technology available for preventing and fighting veldfires;
 - vi. Annually provide the Minister with statistics about veld fires within the Association;
 - vii. Provide any information requested by the Minister in order to prepare or maintain the fire danger rating system;
 - viii. Assist members to prepare applications for exemption from the duty to prepare and maintain fire breaks in terms of Section 15 of the Act;
 - ix. Carry out the powers and duties passed on to it by the Minister;
 - x. Appoint personnel to ensure compliance to the Act and to improve management capacity within the Association;
 - xi. Provide fire-fighting resources to members at a fee, when available;
 - xii. When possible, provide technical support and information to members. This would include instances where insurance claims are being investigated; and
 - xiii. Where appropriate, conclude agreements with adjoining Fire Protection Associations relating to matters of common interest and collaboration.

8. Membership

- a. All land owners as defined by the Act and within the domain of the Association can become members.
- b. All land owners, lessees, state entities, municipalities, or communities, are members provided that –
 - i. They have applied for membership and completed and submitted membership application forms; and
 - ii. They have paid their membership fees. The membership of any existing member will automatically lapse if they are in arrears with the payment of their membership fees.

- c. If any member of the Board (EC) objects to any applicant's admission as a member or any member's continued membership, the Board must within fourteen (14) days –
 - i. Give the applicant or member written reasons for the objection;
 - ii. Consider application at the next Board meeting; and
 - iii. Notify the applicant or member of the date, time and place of the meeting.
- d. The applicant or member has the right –
 - i. To speak at the meeting and argue for admission or continued membership; and
 - ii. To make a complaint to the Minister if not satisfied with the Board's decision.

9. Membership Database and Communication

- a. Every new member must provide the FPA General Manager and the Manager of the Fire Management Unit within which their property is located with a fully completed and signed application form in order to ensure that the correct information is available for the database.
- b. Every member must inform the FPA General Manager and the Manager of the Fire Management Unit within which their property is located of any change of address, telephone number, e-mail address or transfer of property, within two weeks.
- c. The FPA General Manager or any other designated employee must keep all the details referred to in sub-paragraphs (1) and (2), and other relevant information, in a Register of Members.

10. Responsibilities of Members

- a. Members of the Association are responsible to –
 - i. Follow this constitution, the rules of the Association and the rules of the Fire Management Unit in which their property is located;
 - ii. Adhere to guidelines and management practices that may be determined by the Association;
 - iii. Commit themselves to the implementation of a fire management plan where such plans exist;
 - iv. Pay any fees and charges as set by the Association from time to time;
 - v. Actively involve and participate in activities and capacity building programmes offered by the Association; and
 - vi. Comply with the requirements of the National Veld and Forest Fire Act, particularly in relation to the establishment of fire breaks, the reduction of fuel loads, the retention of fire-fighting equipment and staff, and preventing the starting of fires on their land or the spread to adjoining land.

11. Termination of Membership

- a. A member may terminate his or her membership by written notice to the FPA General Manager or when selling the property.
- b. If a member terminates membership, he or she gives up all fees and charges already paid, and remains liable for any outstanding monies to the Association.
- c. Membership is automatically terminated if a member does not pay his/her membership fees within three months after the start of the financial year of the FPA and receipt of invoice.

- d. A person whose membership has automatically terminated due to non-payment of membership fees, who subsequently seeks to reinstate their membership, will be required to again pay the once-off joining fee.
- e. The property of a member who dies will still be protected under this Constitution if –
 - i. On his or her death, the fees, charges and interest are fully paid; or
 - ii. His or her successor-in-title applies for registration.
- f. The association may terminate membership of any member who fails to comply with the rules after receiving a notice of failure to comply with an agreed rectification plan from the Fire Protection Officer.

12. Income and Assets

- a. The Association may acquire and dispose of any asset in a manner agreed upon by the Board of the Association.
- b. The Association will keep a record of all assets and procurements and will not give or donate any funds or property to its members or office bearers, except if such person or office bearer has been in service of the Association and is paid in accordance with such duties. A member may only be reimbursed for any expenses if he/she has paid for such expenses in line with his/her duties.
- c. Members or office bearers will have no vested rights over any assets belonging to the Association.

13. Fees, Charges and Interest

- a. The Board will annually determine and at the Annual General Meeting, approve a budget for the forthcoming year.
- b. The Board will from time to time –
 - i. Determine fees and charges for membership and services that are necessary for the proper management of the Association; and
 - ii. Charge interest on unpaid fees that will be calculated according to rates of financial institutions applicable at that time.
- c. The fees of the Association are –
 - i. A once off joining fee, in an amount determined at an Annual General Meeting, regardless of the size of the land;
 - ii. Annual fees based on the a rate determined at the last Annual General Meeting;
 - iii. Any other fee that may be charged for any other services and resources provided by the Association; and
 - iv. Any annual or once-off levy imposed by the Fire Management Unit.
- d. Annual membership fees must be paid within 90 days of the start of the financial year.
- e. If membership fees are not paid timeously, membership will automatically lapse and a lapsed member will be required to again pay the joining fee in order to restore membership.
- f. If a member should die, their successor-in-title shall not be liable for the payment of the once-off joining fees, provided that the membership of the deceased has not lapsed.
- g. Any increase in registration and membership fees must –

- i. Be approved at an Annual General Meeting by the majority of voting members present; or
- ii. If not done at an Annual General Meeting, be approved by the majority of voting members present at a special general meeting called for that purpose.
- h. Notwithstanding the above, provided that they meet the total membership fee contribution budgeted by the Board for the members of a Fire Management Unit, members of that Fire Management Unit may determine an alternative fee structure for their members.
- i. Any annual or once-off levy relating to a Fire Management Unit must –
 - i. Be decided by the majority of members of that Fire Management Unit present at a meeting called for that purpose and approved at the Annual General Meeting or at a special general meeting called for that purpose; and
 - ii. The basis of fee calculation must be included in the proposal that is put forward at an Annual General Meeting.
- j. All levies must be paid directly to the Association unless otherwise agreed between the Association and the majority of the members of a Fire Management Unit.

14. Liability of Members

- a. Members are not individually liable for any debts or duties owed by the Association.
- b. Members are liable for unpaid fees and charges and interest thereon.

15. The Board of the Association

- a. The Board of the Association will –
 - i. Be responsible for the governance of the Association;
 - ii. In consultation with the Advisory Forum of the Association –
 - 1. Set policy for the Association; and
 - 2. Determine the strategic direction of the Association and make decisions relating to it;
 - iii. Appoint any staff of the Association;
 - iv. Guide, oversee and assist the FPA General Manager in performing their day to day management functions. This includes but is not restricted to, communication with key role-players and members;
 - v. Compile special reports, documents and policies;
 - vi. Procure the needed items for effective management of the Association;
 - vii. Represent the Association on other committees or meetings as needed from time to time;
 - viii. Prepare and sign off of annual financial documents after membership approval; and
 - ix. From time to time assign responsibilities and specific tasks to a member, employee, a person or an institution. This will include a committee that determine staff remuneration packages.
- b. The Board of the Association will consist of the following:
 - i. As full members –
 - 1. By virtue of their office:

- a. The Fire Protection Officer of the Association;
 - b. The Chief Fire Officer of the District Municipality;
 - c. The Fire Advisor employed by the Department of Agriculture, Forestry and Fisheries responsible for the district;
2. By virtue of their land ownership:
- a. One representative from CapeNature;
 - b. One person collectively representing the Government Department, Local Authority and other Organ of State that manages land within the boundaries of the Association;
 - c. One private landowner from each Fire Management Unit:
 - i. Such private land owner to be nominated by the members of that Fire Management Unit at the AGM; and
 - ii. In the event of such private land owner not being nominated or subsequently vacating office, a landowner from that fire management unit may be co-opted by the Board;
- ii. As associate members –
- 1. Any other member that has been co-opted for a specific input or task; and
 - 2. Any service provider engaged within the Working on Fire programme;
- iii. An associate member does not have voting rights on the Board but can provide input to the issue in hand; and
- iv. A person in the employment of the Association may not be elected to the Board.
- c. The Board will be convened as follows:
- i. The Fire Protection Officer is the Cape Winelands Chief Fire Officer by virtue of his/her office or if he/she declines the office, is appointed by the Board.
 - ii. The following office bearers are to be elected for at the AGM:
 - 1. The Chairperson must be a member of the Board elected by virtue of his/her land ownership;
 - 2. The Vice-Chairperson must be a member of the Board elected by virtue of his/her land ownership;
 - 3. The Treasurer must be a member of the Board;
 - 4. The Secretary can be a member of the Board, co-opted onto the Board or an employee of the Association;
 - iii. A person may hold no more than two of the offices listed in (i) and (ii) at the same time.
 - iv. The members of the Board, including the Chairperson, are elected for a period of two (2) years, but may stand for re-election at the end of that period. The membership of the Board will be staggered so to ensure continuity with 50% being appointed each year;
 - v. If any Board member resigns, dies, becomes incapacitated or disqualified, or is removed from office, the Board will appoint a suitable candidate to serve on the Board for the remaining period until the next Annual General Meeting;
 - vi. If any Office-bearer resigns, dies, becomes incapacitated or disqualified, or is removed from office, the Board will appoint a suitable candidate to serve in his/her stead from

the Board, except in the case of Chairperson where the Vice-Chairperson will automatically take the office of Chairperson, for the remaining period until the next Annual General Meeting;

- vii. A member of the Board becomes disqualified if he or she –
 - 1. is declared to be of unsound mind by a court of law;
 - 2. is convicted of a crime involving fraud or corruption. Any member serving a suspended sentence may not serve on the Board; and
 - 3. has been absent without a valid reason from two consecutive Board meetings.
- e. Between Annual General Meetings the Board will seek to discharge its business at meetings convened to take place immediately after the meeting of the District Fire Working Group, or every four months, whichever occurs sooner;
- f. Minutes and attendance registers are to be kept at Board meetings by the Association, made available before the next Board meeting and approved by the Board at that meeting; and
- g. A minimum of five (5) Board members, which includes the Chief Fire Officer or his/her representative, present at a meeting will constitute a quorum.

16. The Advisory Forum of the Association

- a. The Cape Winelands District Fire Working Group convened by the Chief Fire Officer of the District will serve as the Advisory Forum of the Association.
- b. The Advisory Forum of the Association will –
 - i. Give strategic guidance to the Association; and
 - ii. Help integrate the fire management efforts of the Association into other fire management initiatives within the district.

17. The Management Oversight Committee

- a. The function of the Management Oversight Committee is to oversee the day to day function of the affairs of the Association between Board meetings;
- b. The Chairperson of the Board and the Fire Protection Officer will form the management oversight committee; and
- c. The Management Oversight Committee will meet monthly with the FPA Manager.

18. Fire Management Units

- a. A Fire Management Unit of the Association –
 - i. Consists of a localised area, in which integrated fire management efforts between individual land owners can be most effectively co-ordinated, existing FPA's becoming part of the Association will generally become a single Fire Management Unit;
 - ii. May in turn be divided into small fire management areas based on logistical fire management requirements;
 - iii. Gives guidance to the Association on integrated fire management in the area covered by the FMU;
 - iv. Is to hold bi-annual meetings for the purpose of pre-fire season planning and post-fire season feedback;
 - v. May require that the Association ring-fences assets provided and funds raised by the fire management unit as being for the benefit of that Fire Management Unit.

- b. The area of the individual Fire Management Units will be determined annually by the majority of the members at the Annual General Meeting.

19. Employees

- a. The Board may employ and/or co-opt any person it considers necessary to help the Association carry out its functions.
- b. All employees remain in the employment of the Association when there is a change in the Board.

20. Finances

- a. The financial year of the Association starts on the 1st April and ends on the 31 March of the following year.
- b. The Association will appoint a suitably qualified person and/or institution to be responsible for the financial administration of the Association.
- c. The person and/or institution must present a financial statement of the Association's accounts for the previous financial year, including full details of income, expenditure and assets.
- d. The financial statement must be available within reason for inspection by any member for a period of three (3) weeks (21 days) from the date of the Annual General Meeting.
- e. All financial year-end documents must be signed off by the Board.
- f. The Association will operate as a voluntary association in terms of the common law unless the National Veld and Forest Fire Act is amended to provide for a Non-Profit Company and the members then decide to change the nature of the entity.
- g. The Association will further operate as a Non-Profit Organisation.
- h. A bank account and, if necessary, petrol and debit/credit cards will be opened at an accredited financial institution as decided by the Board.
- i. All Association accounts and cheques shall be signed by at least two unconnected persons from the Board elected by the Board for this purpose.

21. Annual General Meeting

- a. An annual general meeting must be called by the Board –
 - i. Within sixty (60) days of the end of the financial year; and
 - ii. With fourteen (14) days of written or emailed notice to all members.
- b. In addition to any other business, the annual general meeting must include –
 - i. The annual report presented by the FPA General Manager or the Chairperson of the Association;
 - ii. Presentation of the financial statements of the Association by the accounting officer;
 - iii. The Fire Protection Officer's report;
 - iv. The introduction and approval of any increase of fees, charges or interest;
 - v. Changes to the constitution, business plan and rules; and
 - vi. Additional agenda points that have been submitted to the FPA General Manager at least seven (7) days prior to the meeting.

- c. Each Fire Management Unit will be entitled to delegate one (1) voting member to attend and vote at the Annual General Meeting. Such voting member will be determined by simple majority of the voting members of that Fire Management Unit.
- d. One (1) voting member from each of fifty percent (50%) of the Fire Management Units is needed to form a quorum.
- e. If a quorum is not reached, the meeting is adjourned and after ten (10) minutes may be reconvened where the voting members present will constitute a quorum.
- f. Discussion at the meeting will be limited to the circulated and notified agenda.
- g. Minutes and attendance registers are to be kept at the Annual General Meeting by the Association, made available before the next Board meeting and approved by the Board at that meeting.
- h. Voting will be as outlined in Section 23.

22. Special General Meeting

- a. The Board may convene a special general meeting at any time giving fourteen (14) days' notice stating the reason for the meeting and providing an agenda.
- b. A special general meeting must be convened by the Board if –
 - i. Thirty (30) or five percent (5%), whichever be the lesser, of the paid-up members request this meeting in writing and name the issues to be dealt with.
- c. Each Fire Management Unit will be entitled to delegate one voting member to attend and vote at the Special General Meeting.
- d. The voting members present will constitute a quorum.
- e. Voting will be as outlined in Section 23.
- f. Discussion at the meeting will be limited to the circulated and notified agenda.
- g. Minutes and attendance registers are to be kept at the Special General Meeting by the Association, made available before the next Board meeting and approved by the Board at that meeting.

23. Voting

- a. Decisions are to be made in the spirit of cooperativeness, fairness and equality;
 - i. Therefore decisions should be reached by consensus;
 - ii. Should no consensus be reached after a reasonable effort is made, a vote needs to be taken at an Annual or Special General Meeting.
- b. Only voting members qualify to vote at the Annual General Meeting and at Special General Meetings.
 - i. A voting members is a member with their registration and membership fees fully paid up.
 - ii. Each voting member has one (1) vote.
 - iii. A member, voting member or Board member may vote for other voting members by means of a written and signed proxy.
- c. Only voting members may vote on the delegate to represent the relevant Fire Management Unit at the an Annual or Special Gneral Meeting.

24. Dispute resolution

- a. In the event of a dispute between members regarding operational matters, members must negotiate to resolve the dispute.
- b. If such negotiations fail, any member may approach the Management Oversight Committee, who shall appoint an independent arbitrator of good standing to resolve the dispute and whose decision shall be final. Any costs incurred shall be borne by the parties to the dispute.
- c. In the event of a dispute between members of the Association and Board and/or Management Oversight Committee, then the process in preceding sub-paragraph should be followed with the exception that the appointment of the arbitrator shall be by the Chairperson of the Association and the member’s party to the dispute by consensus.

25. Dissolution

- a. The Association may be dissolved
 - i. By a resolution passed at an Annual General Meeting or a Special General Meeting called for that purpose; and/or
 - ii. By its deregistration by the Minister under section 8 of the National Veld and Forest Fire Act, Act 101 of 1998.
- b. After confirmation of the dissolution and at that meeting, the members must pass a resolution for the appointment of a liquidator to dispose of the Association’s assets, pay its debts and settle its liabilities.
- c. Any net proceeds from the assets of the Association, will be paid over by the liquidator to a Non-Profit Organization with basically the same objectives as the Association.

26. Declaration

This constitution was adopted as the constitution of the Winelands FPA at the General Meeting held on the (List of members that attended are attached as Annexure A)

SIGNATURES

Chairperson

Date

Secretary

Date