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## **Constitution of the South African Pagan Rights Alliance**

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Schedule A: Charter of the South African Pagan Rights Alliance (2006 - 2008)

The South African Pagan Rights Alliance (SAPRA) was formed in 2004 as a faith-based (Pagan) human rights activist alliance. The Alliance was formally reconstituted in 2006 as a voluntary association with the drafting of a formal Charter (Schedule A.). This constitution establishes the independence of the Alliance as a non-profit body corporate.

### **1. NAME**

'South African Pagan Rights Alliance' herein referred to as 'SAPRA' and 'the Alliance'.

### **2. PURPOSE AND FUNCTION**

The Alliance is a non-profit voluntary association, constituted to:

2.1. Promote the guaranteed liberties and freedoms enshrined for all South African Pagans in the Bill of Rights, Chapter 2 of the Constitution of the Republic of South Africa (Act 108 of 1996), and to

2.2. Assist South African Pagans, whose constitutionally guaranteed rights and freedoms have been infringed due to unfair discrimination, to obtain appropriate redress.

### **3. LEGAL STATUS**

3.1. The Alliance is a body corporate with its own legal identity which will continue to exist despite changes in its membership.

3.2. The Alliance may own property and incur obligations independently of its members.

3.3. The Alliance may sue and be sued in its own name.

3.4. Neither the Directors, elected Executives, nor any member of the Alliance shall be held personally liable for any loss suffered or costs incurred in the course of litigation or in the furtherance or promotion of the Alliance's objectives.

#### **4. NON-PROFIT STATUS**

4.1. The income and property of the Alliance shall be used solely for the promotion of its stated objectives. Members and office-bearers shall have no rights to the property or other assets of the Alliance solely by virtue of them being members or office-bearers.

4.2. No portion of the income or property of the Alliance 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 Alliance except as:

4.2.1. Reasonable compensation for services actually rendered to the Alliance;

4.2.2. Reimbursement of actual costs or expenses reasonably incurred on behalf of the Alliance.

4.3. Upon the dissolution of the Alliance, after all 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 organisation which the Directors and Executive Committee considers appropriate.

4.4. The Alliance will not carry on any business undertaking or trading activity unless specifically permitted in terms of section 30(3)(b)(iv) of the Income Tax Act.

#### **5. MEMBERSHIP**

5.1. Membership to the Alliance shall be restricted to South African citizens who define their religion as Paganism.

5.2. Members are liable for an annual membership fee of an amount stipulated by the Board of Directors.

5.2.1. Annual membership fee is payable at the beginning of the financial year of the Alliance.

5.2.2. The Board of Directors must inform the members of the amount at least twenty one (21) days in advance of the beginning of the new financial year.

5.3. Prospective members shall be required to complete and sign a membership form.

5.3.1. Membership forms must be submitted either by post, fax or e-mail, to the General Secretary who shall act as Registrar, for review and approval by the Board of Directors.

5.4. All members shall be entitled to a single vote in any referendum undertaken by the Alliance.

5.5. Any formal member of the Alliance may be nominated to serve on the Executive Committee.

5.6. Nomination and election of the Executive Committee by the general membership shall occur annually in March.

5.7. Only formal members who have paid their annual membership fees shall be entitled to nominate and elect the Executive Committee of the Alliance.

5.8. Members who act in a deliberate manner that does not support the purpose and function of the Alliance shall be requested to terminate their membership.

5.9. The Board of Directors may suspend or terminate the membership of any member provided that:

5.9.1. At least (14) fourteen days prior written notice is given to all members of the Board of Directors and Executive Committee of the intention to terminate a membership; and

5.9.2. At least (14) fourteen days prior written notice is given to the member concerned.

5.10. A member of the Alliance shall be required to give written notice to the General Secretary of his or her intention to resign.

## **6. STRUCTURE OF THE ASSOCIATION**

### **6.1. Board of Directors**

The Alliance shall be governed by a Board of Directors which shall be constituted as follows:

#### **6.1.1. Director**

The Director shall:

- a. be the Custodian of the Alliance as an independent legal entity,
- b. be the founding member and Convener of the Alliance.
- c. In the event of the death of the founding member, a new Director shall be elected by consensus of the general membership, to serve the Alliance as custodian.

#### **6.1.2. Treasurer**

The Treasurer shall:

- a. be appointed by the Director,
- b. keep accurate records and books of account reflecting the financial affairs of the Alliance,
- c. present an Annual Financial Statement which shall include a statement of income and expenditure and a balance sheet of assets and liabilities, to the Board of Directors and Executive Committee.

#### **6.1.3. General Secretary (Registrar)**

The General Secretary shall:

- a. be appointed by the Director,
- b. keep accurate records reflecting membership data, resignations, executive appointments, nominations and appointments of members as religious marriage officers,

c. accurately record the results of all surveys and referendums undertaken by members of the Alliance,

d. maintain the privacy of all membership data.

## 6.2. Executive

### 6.2.1. Executive Director

The Executive Director shall:

a. be the Chief Executive Officer of the Alliance,

b. be elected for a period of three years,

c. preside as Chairperson over the deliberations of and activities undertaken by the Executive Committee on behalf of both the Alliance and its general membership,

d. have served as an elected member of the Executive Committee, and

e. may be eligible for re-election.

### 6.2.2. Executive Committee

The general affairs of the Alliance shall be managed by an elected Executive Committee.

The Executive Committee shall:

a. be nominated and elected annually by the formal members of the Alliance.

b. be mandated to act on behalf of, and in full and transparent consultation with, members of the Alliance.

c. be accountable at all times to the Board of Directors.

## **7. ANNUAL GENERAL AND ORDINARY MEETINGS**

### 7.1. Annual General Meetings

7.1.1. An Annual General Meeting of the Alliance shall be held in March.

7.1.2. Annual General Meetings shall be convened by the Chief Executive Officer on not less than twenty-one (21) days prior written notice to all members entitled to participate in the meeting.

7.1.3. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.

7.1.4. The business of an Annual General Meeting shall include:

a. the presentation and adoption of the Annual Narrative Report of the Chairperson;

b. the presentation of the Annual Financial Statements;

c. the election of members to serve on the Executive Committee for the following year;

d. other agenda matters considered appropriate.

## 7.2. Ordinary Meetings

7.2.1. Ordinary Meetings of the Alliance shall be convened at any time by either the Board of Directors or Executive Committee.

## 7.3. Quorum

A 50% attendance by Alliance members, or their duly mandated proxies, shall constitute a quorum for any Annual General Meeting.

## 7.4. Resolutions and Voting

7.4.1. At all Ordinary and Annual General Meetings, a resolution put to the vote shall be decided by means of a referendum.

7.4.2. A vote by referendum shall be convened by the Chairperson.

7.4.3. Each member present or represented shall be entitled to one (1) vote.

7.4.4. Questions arising shall be decided by a simple majority of 1 (51%).

## 7.5. Minutes

7.5.1. Proper minutes shall be kept by the General Secretary of the proceedings of all Ordinary and Annual General Meetings, which must include:

- a. a record of the members present at each meeting,
- b. a record of all voting members in any referendum, and
- c. the results of each referendum.

7.5.2. After the minutes have been approved and confirmed by the Chairperson,

- a. the minutes of Ordinary Meetings shall be available for inspection on request of any member,
- b. the minutes of Annual General Meetings shall be posted or e-mailed to all members of the Alliance within seven (7) days from the date of the meeting.

## 7.6. Notices

7.6.1. Notice of all meetings shall be sent by e-mail to the last e-mail address notified by each member, or in any other manner as the General Secretary may decide.

7.6.2. The accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting.

7.6.3. If posted, notices shall be deemed to have been received seven (7) days after posting.

## **8. FINANCIAL MATTERS**

### 8.1. Bank Account

8.1.1. The Board of Directors shall open a bank account in the name of the Alliance.

8.1.2. The Treasurer shall ensure that all monies received by the Alliance are deposited in the above-mentioned bank account as soon as possible after receipt.

## 8.2. Signatures

All cheques, promissory notes and other documents requiring signature on behalf of the Alliance shall be signed by two (2) members of the Board of Directors.

## 8.3. Financial Year End

The Association's financial year shall end in February.

## 8.4. Financial Records and Financial Statements

8.4.1. The Treasurer shall ensure that the Alliance keeps proper records and books of account which fairly reflect the financial affairs of the Alliance.

8.4.2. The Treasurer shall submit an Annual Financial Statement for each financial year which shall include a statement of income and expenditure and a balance sheet of assets and liabilities to the Board of Directors and Executive Committee twenty-one (21) days prior to the Annual General Meeting.

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

8.4.4. A copy of the Annual Financial Statements shall be made available to all members as soon as possible after the close of the financial year.

## 8.5. Annual Narrative Report

8.5.1. The Executive Committee shall prepare an annual narrative report describing the Alliance's activities for each year to the Board of Directors.

8.5.2. A copy of the Annual Narrative Report shall be made available to all members as soon as possible after the close of the financial year.

## **9. INDEMNITY**

9.1. Members of the Board of Directors and Executive Committee shall be indemnified by the Alliance for all acts done by them in good faith on its behalf.

9.2. It shall be the duty of the Alliance 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 Alliance.

9.3. No member of the Board of Directors and Executive Committee of the Alliance 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 Alliance, which occurs in the execution of the duties of his or her office, if it arises as a result of his or her dishonesty or failure to exercise the degree of care and due diligence.

9.4. No member of the Alliance may undertake activities or incur costs and expenses on behalf of the Alliance without proper prior authorisation from the Board of Directors.

## **10. RESOLUTION OF INTERNAL CONFLICT**

### 10.1. Executive Decisions

10.1.1 Decisions made by the Executive Committee shall, as far as possible, be taken on the basis of consensus.

10.1.2. All decisions taken by the Executive Committee must be approved by both the Director and Executive Director (Chief Executive Officer).

### 10.2. No Confidence

#### 10.2.1. The Executive

a. A vote of no confidence in either the entire Executive Committee, or in a member or members of the Executive Committee, may be deemed to be appropriate if it can be reasonably shown that the Executive Committee or members or member has failed to act in the best interests of the Alliance.

b. If the Executive Committee or members or member has failed to act in the best interests of the Alliance, the Committee or members or member will be requested by the Board of Directors to terminate their position.

#### 10.2.3. The Board of Directors

a. A vote of no confidence in either the entire Board of Directors, or in a member or members of the Board, may be deemed to be appropriate if it can be reasonably shown that the Board of Directors, or member or members of the Board has failed to act in the best interests of the Alliance.

b. If the Board of Directors, or member or members of the Board has been proven to have failed to act in the best interests of the Alliance, the Board of Directors or member or members of the Board will be requested to terminate their position/s through a vote of no-confidence by not less than two thirds of the formal members of the Alliance.

c. In the event of an impeachment of the entire Board of Directors, a new Director shall be nominated and elected by consensus of the general membership to serve the Alliance, who shall then appoint a new Board to serve the Alliance.

## **11. AMENDMENTS TO THE CONSTITUTION AND DISSOLUTION**

The terms of this Constitution may be amended, the name of the Alliance may be changed and the Alliance may be dissolved by resolution of sixty six per cent (66%) of the members at an Annual 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 to all formal members and such notice states the nature of the resolution to be proposed.

## **12. RATIFICATION**

This constitution was ratified by a referendum of the formal members of the Alliance on 14 November 2008.

Schedule A: **Charter of the South African Pagan Rights Alliance** (2006 to 2008)

**1. NAME:**

South African Pagan Rights Alliance herein referred to as SAPRA and 'the Alliance'.

**2. ADDRESS:**

2.1. The postal address, telephone and fax number of SAPRA shall be determined as needed by a meeting of the Alliance.

2.2. The e-mail address of SAPRA shall be paganrightsalliance@ananzi.co.za

2.3. <http://www.paganrightsalliance.org> shall be regarded as the sole official website of SAPRA.

**3. AREA OF JURISDICTION:**

SAPRA claims national South African jurisdiction, in accordance with section 38 of Chapter 2 (Act 108 of 1996).

**4. PURPOSE AND FUNCTION:**

SAPRA is a 'human rights activist alliance' that has been constituted to:

4.1. Promote the guaranteed liberties and freedoms enshrined for all South African Pagans in the Bill of Rights, Chapter 2 of the Constitution of the Republic of South Africa (Act 108 of 1996), and to

4.2. Assist South African Pagans, whose constitutionally guaranteed rights and freedoms have been infringed due to unfair discrimination, to obtain appropriate redress.

**5. COMPOSITION OF THE ALLIANCE:**

5.1. In the execution of its purpose and function, SAPRA welcomes the participation of all South African Pagan organizations, groups, religious affiliations, and individual South African and non-South African Pagans, without prejudice.

5.2. Any person may participate in forum discussions hosted by SAPRA.

5.3. Any member of the general public may become a formal member of SAPRA.

5.4. Any member of the general public who wishes to become a formal member of the Alliance shall be required to complete a membership form, to be lodged with the duly elected Executive of SAPRA.

5.5. SAPRA members who represent Community Organizations or Interest Groups must be properly Mandated Persons.

5.6. All members shall have equal standing within the Alliance and each member shall be entitled to a single vote in any referendum undertaken by the Alliance.

5.7. Participants of forum discussions facilitated by the Alliance, who are not formal members of SAPRA, shall not be entitled to vote in any referendum undertaken by the Alliance.

5.8. Only formal members of the Alliance shall be entitled to nominate and elect the Executive of SAPRA.

5.9. Any formal member of the Alliance may be nominated to serve on the Executive.

5.10. Nomination and election of the Executive of SAPRA shall occur annually at an appointed time to be determined by the Alliance.

**6. EXECUTIVE:**

6.1. The Executive of SAPRA shall be nominated and elected persons to be determined by individual and mandated formal members of the Alliance.

6.2. The Executive shall be mandated to act on behalf of, and in full and transparent consultation with, members of the Alliance.

6.3. The Executive shall be accountable at all times to the general membership of SAPRA.

#### **7. FUNCTIONS AND DUTIES OF ALLIANCE MEMBERS:**

7.1. Members of SAPRA are required to act in a responsible manner so as to further the statutory functions of the Alliance.

7.2. Members of SAPRA are required to support the mission statement and mandated aims of the Alliance.

7.3. Members of SAPRA are encouraged to give active support to all legitimate functions of the Alliance.

#### **8. FUNCTIONS AND DUTIES OF THE EXECUTIVE:**

8.1. The nominated and elected Executive shall not be entitled to financial remuneration for services rendered to and on behalf of the Alliance.

8.2. The Executive shall facilitate transparent and democratic forum discussions and encourage equal participation of all Alliance members.

8.3. The Executive shall act and speak on behalf of and for the Alliance.

#### **9. QUORUM:**

A 50% attendance by Alliance members, or their duly mandated proxies, shall constitute a quorum.

#### **10. RESIGNATION OF MEMBERS:**

10.1. A member of SAPRA shall give written notice of his or her intention to resign.

10.2. In the event of said member being mandated to represent a Community Organization or Interest Group, said organization or group may mandate another person to represent said organization or group in the Alliance.

#### **11. GENERAL AND ORDINARY MEETINGS:**

11.1. Meetings of the Alliance shall take place at <http://groups.yahoo.com/group/sapra/>

11.2. Meetings of the Alliance shall be held as often as deemed necessary.

#### **12. RESOLUTION OF INTERNAL CONFLICT AND REFERENDUM:**

##### **12.1. Executive Decisions**

12.1.1. Executive decisions shall, as far as possible, be taken on the basis of consensus and voting will only occur when essential, in which case issues shall be decided by a majority vote.

12.1.2. Decisions and actions undertaken by the Executive on behalf of SAPRA must be mandated by a simple majority of 1 (51%).

##### **12.2. Lack of Consensus**

12.2.1. In the event that members of the Alliance become divided on opinion without fair resolution, any member may request a referendum in order to determine an appropriate course of action for the Executive to pursue in the best interests of SAPRA.

##### **12.3. No Confidence**

12.3.1. A vote of no confidence in the Executive may only be deemed to be appropriate if it can be proven that the Executive has failed to act in the best interests of the Alliance.

12.3.2. If it is proven that an elected Executive has failed to act in the best interests of the Alliance, the Executive may be encouraged to terminate their formerly mandated position/s voluntarily through a referendum.

12.3.3. By a two-thirds majority, the Executive shall be asked to relinquish their formerly mandated

position/s, and an election of a new Executive shall be undertaken by members of the Alliance within a reasonable time.

#### **12.4. Termination**

12.4.1. Alliance members who act in a deliberate manner that does not support the purpose and function of SAPRA may be encouraged to terminate their membership voluntarily through a referendum.

12.4.2. By a two-thirds majority (67%), the member shall be asked to resign from the Alliance.

#### **13. PRIVACY**

All personal membership data submitted by formal members of the Alliance to the Executive of SAPRA on joining the Alliance shall remain confidential.

#### **14. LEGAL STANDING**

14.1. SAPRA is a separate legal entity which will continue to exist despite changes in its membership. It will have the capacity to acquire rights and incur obligations independently of its members.

14.2. SAPRA may sue and be sued in its own name and all processes of law will be regarded as sufficiently served if served on the Executive. Neither the Executive, nor any member of SAPRA shall be personally liable for any loss suffered or costs incurred in the furtherance or promotion of SAPRA's objectives, or in the course of litigation or otherwise.

#### **15. DISSOLUTION**

SAPRA may be dissolved if it is no longer able to achieve its purpose and function, and if not less than two-thirds of its entire membership vote in favour of dissolution.

#### **16. CHANGES TO THE CHARTER**

This charter may only be amended by a resolution supported by not less than two-thirds (67%) of the full membership of SAPRA.