HAMBURG RATEPAYERS' ASSOCIATION (HRA)

CONSTITUTION

27 May 2026 (v4 updated July 29 2026)

PREAMBLE

Hamburg is a coastal village at the mouth of the Keiskamma River in the Ngqushwa Local Municipality, Eastern Cape. It is a place of natural beauty and historical significance. Its residents share a common stake in its future — in the protection of its environment, the quality of its services and the safety of its streets.

In common with many parts of South Africa, Hamburg faces a variety of economic, social and environmental challenges. Left unattended, they threaten the future prosperity of the village and the wellbeing of all who call it home.

It is against this background, and to ensure those challenges are addressed, that we therefore establish the Hamburg Ratepayers' Association (HRA).

THE VILLAGE CONTEXT

Hamburg sits within a landscape where two distinct systems of land tenure exist side by side.

The first, and older, is communal tenure — rooted in African custom and tradition, and based on a philosophy of land as a collective inheritance held in trust across generations under traditional authority. The majority of people in the broader Hamburg area hold their properties in this way. It is a system with deep cultural meaning and its own governance structures, including the traditional council and ward committee.

The second is freehold title, under which land is individually registered and privately held. The HRA's membership and mandate is framed around those within the freehold system, either as owners or tenants — a group who, until now, have been without any formal mechanism to voice their concerns and engage constructively with the authorities and the broader community on matters of common interest.

We are mindful that the HRA's membership does not reflect the demographic reality of Hamburg as a whole. We do not claim to represent the broader community and we respect the authority of those structures that do.

What we commit to is this: to engage with community structures honestly and as equals; to work on matters that benefit Hamburg broadly; and never to use our formal standing to the detriment of those beyond our membership and mandate.

1. NAME AND AREA

1.1 The name of the Association is the "Hamburg Ratepayers' Association", shortened to "HRA".

1.2 "Hamburg" means the area of the village of Hamburg and its immediate environs in the Ngqushwa Local Municipality, Eastern Cape, as delineated on the map attached as Appendix 1.

1.3 The HRA's area of operation comprises all land within the Hamburg area that is held under formal registered title in the Deeds Registry. Land held under communal tenure or customary allocation falls outside the HRA's area of operation. State-owned titled land falls within the area of operation, but no organ of state or government entity is eligible for membership in any capacity (see clause 4.1.2).

2. STATUS AND LEGAL FRAMEWORK

2.1 The HRA is a voluntary association and an independent legal body with legal personality separate from its members, in accordance with South African common law.

2.2 Members are not liable for the debts or obligations of the Association.

2.3 The Executive Committee (Exco) is authorised to enter into contracts, open bank accounts, and institute or defend legal proceedings on behalf of the HRA. No individual member may bind the Association without a written mandate from the Exco.

2.4 The Association operates within the framework of the Constitution of the Republic of South Africa, the Municipal Systems Act 32 of 2000, the Municipal Structures Act 117 of 1998, and all other applicable legislation.

2.5 The Association intends, at the appropriate time, to register as a Non-Profit Organisation under the NPO Act 71 of 1997. The Exco is authorised to take the necessary steps to give effect to such registration.

3. OBJECTIVES

3.1 The primary objective of the HRA is to protect, promote, and represent the interests of its members in matters of local governance, environment and community wellbeing within its area of operation.

3.2 Without limiting clause 3.1, the objectives of the HRA include:

3.2.1 protecting and preserving Hamburg's natural environment, including the Keiskamma River estuary, the coastline, indigenous vegetation, and biodiversity;

3.2.2 preserving and promoting the sensitive development of Hamburg's heritage and built environment;

3.2.3 advocating for the provision of adequate, efficient, and affordable municipal services to Hamburg, including water, sanitation, waste removal, roads and electricity;

3.2.4 engaging with Amatola Water as the bulk water services provider, and with the Amathole District Municipality as the Water Services Authority, on matters relating to water supply, sanitation, infrastructure maintenance and water quality in the Hamburg area;

3.2.5 participating in the Integrated Development Plan processes of both the Ngqushwa Local Municipality and the Amathole District Municipality, and in other public participation processes affecting Hamburg;

3.2.6 engaging constructively with the Ward Councillor, Ward Committee, and officials of the Ngqushwa Local Municipality on matters affecting Hamburg;

3.2.7 promoting community safety and the maintenance of law and order in Hamburg, including liaison with the South African Police Service, the Community Policing Forum, and any other relevant authority on matters of crime prevention and public safety;

3.2.8 engaging with the traditional council and other community governance structures on matters of shared concern, in recognition of their authority and the community they represent;

3.2.9 fostering a well-informed and engaged membership; and

3.2.10 collaborating with neighbouring ratepayers associations, environmental organisations and other bodies where this advances the interests of members.

3.3 The HRA shall not take a political or religious stance on any matter. This does not prevent the Association from engaging on matters with political implications — such as land use, environmental protection or service delivery — provided it does so in a factual and balanced manner.

4. MEMBERSHIP

4A. Categories

4.1 The HRA has two membership categories, both anchored to formally titled property within the area of operation:

4.1.1 Ratepayer Members are natural persons, companies, close corporations and trusts that are registered owners of formally titled properties within the area of operation. Where a property is co-owned, the co-owners must designate one among them to hold Ratepayer Membership. There is one Ratepayer Membership per registered title.

4.1.2 Tenant Members are persons who occupy formally titled properties within the area of operation as lawful tenants or occupants under a formal written agreement, and who are not themselves registered owners of any titled property within the area of operation. Both the owner and the tenant of the same property may be members simultaneously — the owner as a Ratepayer Member and the tenant as a Tenant Member.

No organ of state or government entity is eligible for Tenant Membership or any other form of membership, regardless of whether it holds or occupies titled property within the area of operation. Individual tenants and occupants of government-owned property qualify as Tenant Members in their personal capacity; the exclusion applies to the entity, not to the people who legally reside in its properties.

For the purposes of this Constitution, organs of state and government entities include, without limitation: the Ngqushwa Local Municipality; the Amathole District Municipality; any national or provincial government department; Amatola Water; and any entity owned or controlled by any sphere of government. This exclusion applies to Ratepayer Membership, Tenant Membership, and any other category of membership that may be established under this Constitution.

4.2 Tenant Members may attend and speak at all General Meetings and vote on all matters except those reserved exclusively for Ratepayer Members under clause 4.3.

4.3 The following matters — referred to in this Constitution as Reserved Matters — may be voted upon only by Ratepayer Members in good standing at a General Meeting (see also clause 5.7):

4.3.1 amendments to this Constitution; and

4.3.2 dissolution of the Association.

All other matters are open to voting by all members in good standing.

4B. Corporate and Trust Ownership

4.4 Where a property is owned by a company, close corporation, trust, other juristic entity, or multiple natural persons, the owner(s) shall designate a single natural person to hold Ratepayer Membership and exercise all associated rights on their behalf.

4C. Subscriptions

4.5 The annual subscription is a single amount payable by all members, set by the Exco.

4.6 A member who has affordability concerns may elect to pay a reduced subscription of no less than 25% of the standard annual subscription. Paying the reduced amount keeps the member in good standing.

4.7 The HRA shall fund itself through subscriptions, fundraising, donations and grants. The Association shall not accept funding that creates a conflict of interest or compromises its independence.

4D. Good Standing

4.8 A Member in Good Standing is one whose current annual subscription has been paid, or the Exco has granted a waiver/agreed an extension in writing;

5. GENERAL MEETINGS

5A. Annual General Meeting

5.1 The HRA shall hold an Annual General Meeting (AGM) within four months of the end of its financial year, at a time and place determined by the Exco. The AGM shall: receive the Chairperson's and Treasurer's reports; elect the Exco; vote on any constitutional amendments; and transact any other business of which due notice has been given.

5.2 Items for the AGM agenda must be submitted in writing to the Secretary at least fourteen days before the meeting.

5B. Special General Meetings

5.3 The Exco may call a Special General Meeting (SGM) at any time. It must do so within thirty days of receiving a written request signed by at least ten percent of Ratepayer Members in good standing. Only the business stated in the notice may be transacted at an SGM.

5C. Notice

5.4 At least twenty-one days' written notice of any General Meeting shall be given to all members by email, on the Association's website or social media, and on public notice boards in Hamburg. The notice shall include the date, time, venue, and agenda.

5D. Quorum

5.5 A quorum is the greater of ten percent of Ratepayer Members or five Ratepayer Members. If no quorum is present within thirty minutes of the scheduled start, the meeting is adjourned to the same place and time seven business days later, at which no quorum is required. The adjourned meeting may transact only the business of the original meeting.

5E. Voting

5.6 Voting is by secret ballot. The Chairperson shall appoint two scrutineers to oversee counting. Results are announced at the meeting and recorded in the minutes.

5F. Reserved Matters and Decisions

5.7 Certain matters may be voted upon only by Ratepayer Members in good standing. These Reserved Matters are:

(a) amendments to this Constitution; and

(b) dissolution of the Association.

On Reserved Matters, Tenant Members may not vote.

5.8 All other decisions are by simple majority of votes cast by members entitled to vote on the matter. Reserved Matters require the following majorities:

(a) amendments to this Constitution — a two-thirds majority of Ratepayer Members present; and

(b) dissolution of the Association — a two-thirds majority of all Ratepayer Members in good standing.

6. EXECUTIVE COMMITTEE

6A. Composition

6.1 The HRA shall be managed by an Exco of five members, elected at the AGM by secret ballot by all members in good standing.

To keep Ratepayer Members in the majority, the seats are filled as follows: the four Ratepayer Member candidates with the highest number of votes, together with the Tenant Member candidate with the highest number of votes, are elected. If no Tenant Member stands for election, the five candidates with the highest number of votes are elected. If fewer than four Ratepayer Members stand for election, the unfilled seats remain vacant and may afterwards be filled only by the co-option of Ratepayer Members under clause 6.4, and not by Tenant Members.

As soon as practicable after its election, the Exco shall choose its office-bearers from among its own members: it shall elect a Chairperson and a Treasurer, each of whom must be a Ratepayer Member, and appoint a Secretary. The Chairperson casts a vote only to break a deadlock, and the Treasurer shall act as Chairperson in the Chairperson's absence.

The Exco may at any time co-opt any member of the Association onto the committee for specific projects or where particular skills or knowledge are required. A person co-opted under this clause may attend and participate in committee meetings but may not vote.

6B. Term and Term Limits

6.2 Exco members serve two-year terms from the date of election. No person may serve in the same position for more than two consecutive terms. After two consecutive terms, an Exco Member may stand again for election after a gap of at least one full term.

6C. Nominations

6.3 Nominations for election to the Exco must be received by the Secretary at least 14 days before the AGM. The nominator and nominee must both be members in good standing. Each nomination must state whether the nominee is a Ratepayer or a Tenant.

6D. Vacancies and Succession

6.4 A mid-term vacancy may be filled, until the next AGM, by the co-option of any qualified member of the HRA as long as the 4:1 ratio of Exco members is not compromised. If the Chairperson's position falls vacant, the Treasurer shall act as Chairperson until the Exco chooses a replacement from among its Ratepayer Members.

6E. Removal

6.5 An Exco member may be removed by a two-thirds majority of members present at an SGM convened for that purpose, provided the member receives written notice of the grounds at least fourteen days before the SGM and is given the opportunity to address the meeting before the vote.

7. FUNCTIONING OF THE EXECUTIVE COMMITTEE

7.1 The Exco meets at least six times per calendar year, convened by the Chairperson. Minutes shall be kept of all proceedings.

7.2 A quorum is a majority of current Exco members. Proxies are not permitted at Exco meetings.

7.3 Decisions are by simple majority. The Chairperson has a casting vote in the event of a tie.

7.4 The Exco may establish standing or ad hoc sub-committees. Sub-committees may include non-members with relevant expertise but must be chaired by an Exco member. Voting is limited to Exco members.

7.5 Where urgent action is required and a meeting cannot be convened in time, the Chairperson may act after obtaining written consent from all available Exco members. Such action shall be recorded at the next meeting.

8. PRINCIPLES OF GOVERNANCE

8.1 Exco members shall act with good faith and in the best interests of the HRA and its members at all times.

8.2 Any conflict of interest — actual, potential, or perceived — must be declared and the member concerned must recuse themselves from discussion and voting on that matter.

8.3 No Exco member may derive personal financial benefit from their position or attempt to influence the committee in exchange for any benefit.

8.4 Minutes of every Exco meeting shall be made available to exco members within two weeks of the meeting.

8.5 Public and media statements on behalf of the HRA shall be made only by the Chairperson or a person designated in writing by the Chairperson. Any Exco member making a personal statement on a Hamburg matter must make clear they are not speaking on behalf of the HRA.

9. POWERS OF THE ASSOCIATION

9.1 The HRA may open and operate bank accounts; enter into contracts; employ staff or engage service providers where its finances permit; affiliate with other bodies consistent with its objectives; and do all things reasonably necessary to achieve its objectives.

9.2 No member may make representations on behalf of the HRA without a written mandate from the Exco. This does not prevent any member from engaging in their own capacity, provided they make clear they are not speaking on behalf of the Association.

10. FINANCIAL MATTERS

10.1 The HRA shall keep proper accounting records in accordance with generally accepted accounting practice. The financial year runs from 1 March to the last day of February.

10.2 All payments above R3 000 require the prior written approval of the Chairperson and two other Ratepayer Members of the committee.

10.3 The Treasurer shall prepare annual financial statements within three months of the financial year end for presentation to the AGM. The statements shall be independently reviewed by a financially competent person who is not an Executive Committee member, appointed by the Exco.

10.4 No portion of the HRA's income or assets may benefit any member or Exco member other than as reasonable reimbursement of expenses approved by the Exco.

10.5 All grants or donations above R5 000 shall be recorded in the financial statements and their source and purpose disclosed to members at the AGM.

11. DISPUTE RESOLUTION

11.1 A member with a grievance about the Association or its Exco shall first raise it in writing with the Chairperson (or the Treasurer if the grievance concerns the Chairperson). The Exco shall acknowledge receipt within seven days and respond in writing within thirty days.

11.2 If the member remains unsatisfied, they may require the matter to be placed on the agenda of the next General Meeting, whose decision is final.

11.3 Disputes between the Association and a member arising from the Association's affairs shall be referred to mediation before any litigation is commenced. The mediator shall be agreed between the parties or, failing agreement, appointed by the Chairperson of the Law Society of the Eastern Cape. Nothing in this clause prevents a member seeking urgent relief from a court.

12. AMENDMENTS

12.1 Any proposed amendment must be submitted in writing to the Secretary at least twenty-one days before the General Meeting at which it is to be considered and included in the meeting notice. An amendment is adopted only if approved by a two-thirds majority of Ratepayer Members present.

12.2 The Exco shall review this Constitution at least once every five years and place any proposed amendments before the next AGM.

13. DISSOLUTION

13.1 The HRA may be dissolved by a two-thirds majority of all Ratepayer Members in good standing at a General Meeting convened specifically for that purpose with at least twenty-one days' notice.

13.2 After settling all liabilities, any remaining assets shall be transferred to one or more South African non-profit organisations with objectives consistent with those of the HRA, as determined by the dissolving meeting. Assets shall not be distributed to individual members.

14. INTERIM ARRANGEMENTS

14.1 Until the first AGM, the HRA shall be managed by an Interim Committee constituted at the founding meeting, with all the powers of the Exco. The first AGM shall be held within six months of the establishment of the HRA's interim committee.

14.2 No annual subscription shall be levied before the first elected Exco determines it under clause 14.3. Until then, a person becomes a registered member upon acceptance of a completed application form — by the Interim Committee before the first AGM, or by the Exco thereafter — without payment.

14.3 The first elected Exco shall set the annual subscription, together with the reduced amount payable by members with affordability concerns under clause 4.6, at the same meeting at which it elects its office-bearers. The Exco shall notify members of the amounts and of the date from which they take effect. The first subscription year, and clause 4.8 (good standing), shall run from that date. Until that date, voting and quorum at the founding meeting and at the first AGM shall be exercised by registered members. The Exco may vary the amounts thereafter under clauses 4.5 and 4.6.

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