

CONSTITUTION: SUMMERSTRAND NEIGHBOURHOOD WATCH (ver3)



NEIGHBOURHOOD WATCH STRUCTURE for

SUMMERSTRAND COMPRISING: **SUMMERSTRAND**

In association with the **COMMUNITY POLICING FORUM (CPF)**

1. NAME

The name of the neighbourhood watch shall be:

SUMMERSTRAND NEIGHBOURHOOD WATCH (Also referred to as SSNW)

2. AREA

The area covered by the SSNW shall include inter alia, the following streets as depicted in the sketch below: Sasol Summerstrand Strandfontein Drive to Ext 10 / Happy Valley / Marine Drive / Admiralty Way / University Drive / Gomery Avenue to corner Alashan Drive / Amery Crescent – Admiralty Drive – Galpin Street – Sharwood Road – McWilliams - Richardson Road



3. AIMS

- 3.1. To strive for a safe and secure environment by serving as a watchdog for its community, thereby assisting the local Police services to safeguard its community against criminal activities.
- 3.2. To provide a channel through which the community can play a meaningful role in crime prevention.
- 3.3. To nurture a sense of unity, dedication and good neighbourly relations among the residents of the area.

4. OBJECTIVES

- 4.1. To comply at all times with the provisions contained in the Eastern Cape Provincial Constitution and Code of Conduct for Neighbourhood Watch Structures, once said Provincial Constitution and Code of Conduct has been introduced and agreement by SSNW EXCO has been attained.
- 4.2. To create public awareness with regard to safety, crime prevention and protection off a members and their property.
- 4.3. To encourage the community to work in close co-operation with the South African Police Services and other structures such as local authorities who are involved in law enforcement.
- 4.4. To ensure that the Neighbourhood Watch acts with in the frame work of the law.
- 4.5. To unite a diverse residency in creating a safe and crime free environment.

5. MEMBERSHIP

- 5.1. Membership of the Neighbourhood Watch is based upon the principles of non-racism, non-sexism, non-sectarianism and democracy.
- 5.2. Membership is open to all persons age 18 (eighteen) and over who reside within the area of operation or have direct business interests in the area, irrespective of race, colour, religion, disability or sexual orientation.
- 5.3. Membership will require registration and a voluntary membership fee to cover equipment and administrative costs is allowed as determined by the SSNW.
- 5.4. A membership register shall be kept by the Neighbourhood Watch structure and updated annually. The register must contain the address, identity number, email address and telephone details of the members. This information is confidential and will not be made available to the general public.
- 5.5. PATROLLERS
 - Each members information must be noted in the register as per para 5.4.
 - Each member must have successfully completed a minimum of 2 (TWO) orientation patrols and approved by the SSNW EXCO.

- 5.6. Each member must have:
- Completed a **SSNW Indemnity form**,
 - Completed an application for **SSNW membership form** including a current digital identity photograph and,
 - Signed and submitted the **Code of Conduct** to the **SSNW EXCO**.
- 5.7. Each member must have a Police Clearance which is obtained by SSNW on the member's behalf.
- 5.8. Each member must have completed the **SSNW Training Course**, as amended from time to time.
- 5.9. Each member must complete any additional SSNW training and/or Courses as determined by the **SSNW Committee**.
- 5.10. Each member will be issued with a **SSNW membership card** which must be on the patrollers while carrying out patrols.
- 5.11. Each SSNW member must carry out at least one 2 hour patrol per month to be considered as an active patroller.
- 5.12. **HOME BASED OBSERVER**
- A membership register of each home based observer's name, address and cellphone number shall be kept by the Neighbourhood Watch structure.
- 5.13. **FINANCIAL CONTRIBUTIONS**
- Financial Contributions shall be recorded as per the SSNW Bank Statements.
- 5.14. Only those members who have registered in accordance with, and comply with, this constitution and any other documents and/or rules governing the SSNW shall be entitled to vote at meetings of SSNW.
- 5.15. Membership must be renewed annually.
- 5.16. The Executive Committee shall have the discretion to approve or reject an application for membership and/or continued membership of the SSNW. If rejected, the un-successful applicant shall have the right to request written reason for refusal.
- 5.17. **TERMINATION OF MEMBERSHIP**
- a) A member may resign by informing the Executive Committee in writing.
 - b) SSNW Membership of member who no longer resides in or conducts their business from premises in SSNW sector, will be terminated with immediate effect.
 - c) SSNW Membership of the member who has not patrolled for a minimum of two (2) hours per month for two consecutive months, will be terminated with immediate effect.
 - d) The Executive Committee may, in their absolute discretion terminate membership of any member provided that 10 (ten) days' notice period is given

of the intention and that such notice contains full reason for the Executive Committee's intended action. During the 10 (ten) days' notice period, the member/ members shall be removed from all patrollers groups and be on suspension. The executive Committee's final decision is absolute and binding.

- e) Should one member of a Married or Common Law couple be removed from SSNW, the other partner will automatically be removed simultaneously, in the interest of security and confidentiality of the Neighbourhood Watch.

6. MEETINGS OF SSNW

- 6.1. There shall be an Annual General Meeting of SSNW by no later than end of December each year, at such time and at such place as the Executive Committee shall determine.
- 6.2. At least 14 (fourteen) days' notice shall be given to members.
- 6.3. At such Annual General Meetings, the business shall include the election of the Executive Committee, every second year. A member may be represented in person or by proxy at such meeting.
- 6.4. The Executive Committee may at any time call a Special General Meeting of SSNW at his/her discretion and shall call such a meeting within twenty one (21) days of receiving a written request from ordinary members to do so, signed by not less than Twenty Five percent (25%) of active SSNW members (in terms of this constitution) and giving reason for the request.
- 6.5. The EXCO committee of SSNW shall meet every month. Any member missing three (3) consecutive meetings without acceptable reasoning will be asked to leave the committee and be replaced.
- 6.6. Annual General Meetings, Special General Meetings and Monthly EXCO Meetings may be held online or in person.

7. RULES AND PROCEDURES AT ALL MEETINGS

- 7.1. Quorum
 - a) The quorum at the Annual and/or Special General Meeting of SSNW shall be no less than a third of the active registered members of SSNW.
 - b) The quorum at a meeting of any sub-committee shall be fifty percent (50%) plus one (1) member of the EXCO committee or such other number as SSNW may determine from time to time.
 - c) The quorum at a meeting of the Executive Committee shall be Fifty Percent (50%) plus One (1) of such Executive Committee or such other number as SSNW may determine from time to time.

8. VOTING

- 8.1. All questions arising at any meeting shall be decided by a simple majority of those active members present, represented and entitled to vote. No person shall have more than one vote, but shall have a second casting vote.

9. MINUTES

- 9.1. The Executive Committee and all other committees shall keep minutes in perpetuity, and the appropriate secretary shall enter a record there in of all attendees, proceedings and resolutions.

10. NOMINATION OF EXECUTIVE COMMITTEE MEMBERS

- 10.1. Nominations for members of the Executive Committee must be made by full active members of the SSNW and must be in the hands of the Executive Committee by no later than Seven (7) days prior to the start of the Annual General Meeting, where voting for Executive Committee members takes place every second year. Should nominations exceed vacancies, elections shall be decided by a simple majority of those present, represented and entitled to vote.
- 10.2. Should an EXCO member resign between Annual General Meetings, nominations for a replacement shall be sought and a replacement appointed by a majority vote of the remaining EXCO.
- 10.3. No member shall exercise more than one vote but in case of an equality of votes the Chairperson shall have a second casting vote.
- 10.4. No member shall be eligible for nomination for EXCO unless they are active members with a minimum of one year's active and unbroken service immediately prior to nomination.

11. THE EXECUTIVE COMMITTEE

- 11.1. The Executive Committee shall consist of a Chairperson, Vice Chairperson, Secretary, Treasurer, Public Relations (PR) Officer, Administrator and Operations Director, elected at every second Annual General Meeting.
- 11.2. Members can be co-opted for a specific purpose or/and period. Numbers will be decided by EXCO.
- 11.3. The Executive Committee members will be assigned their portfolios at the first Executive Committee meeting after the Annual General Meeting.
- 11.4. A member who is absent from three (3) consecutive meetings without permission or apology shall cease to be a member of the committee.
- 11.5. The Executive Committee shall have the power and discretion to co-opt additional members when necessary.
- 11.6. The Chairperson of SSNW, or a member of the Executive Committee appointed by the Chairperson, will be the only person/entitled to make statements to the media of any matters concerning SSNW.

- 11.7. The term of office for the elected Executive Committee will be for two (2) consecutive years. **Members of the Executive Committee may re-elected for the office as voted in at every second Annual General Meeting.**

12. INDEMNITY

- 12.1. **SSNW is not a legal person and functions within the guidelines as provided by and set out in the Eastern Cape Provincial Constitution and Code of Conduct for Neighbourhood Watch Structures.**
- 12.2. **All SSNW members clearly indemnify SSNW will sign acknowledgement to this effect. This acknowledgement will clearly state that SSNW is a voluntary association.**

13. LIABILITY

- 13.1. **All individual members act in their own capacity, as individuals, and liability will be held in that capacity.**
- 13.2. **SSNW will not be responsible for civil and or criminal actions or omissions that are perpetrated by a member of SSNW, nor responsible for a civil and/or criminal action against its members.**
- 13.3. **All and any criminal and civil actions that are instituted against a member of SSNW will be against the member concerned and not SSNW.**
- 13.4. **All and any criminal and civil actions that are instituted against a member of SSNW will be against the member concerned and not SSNW.**
- 13.5. **Any member who brings SSNW into disrepute or who commits any crime in the course of his or her duties may be charged with misconduct and the Executive Committee will report such crime to the South African Police Service.**

14. ACCOUNTABILITY

- 14.1. **SSNW will be accountable to the South African Police Service.**
- 14.2. **SSNW will also be accountable in the first instance to the Community Police Sub Forum and through them to the Community Police Forum (CPF) once the CPF have been established and agreement between SSNW EXCO and the said Forums is in place.**
- 14.3. **The Provincial Constitution and Code of Conduct for Neighbourhood Watch structures will be binding in so far as it is not in conflict with the Constitution of the Republic of South Africa and the Bill of Rights, once said Provincial Constitution and Code of Conduct has been introduced and agreement by SSNW EXCO has been attained.**

15. REGISTRATION AND AFFILIATION

- 15.1. **SSNW will be registered as a Neighbourhood Watch with appropriate authorities as required by The Provincial Constitution and Code of Conduct of Neighbourhood Watch structures once said Provincial Constitution and Code of Conduct has been introduced and agreement by SSNW EXCO has been attained.**

- 15.2. SSNW will be affiliated to the local CPF in order to be recognised by the Local South African Police Services in the area and CPF have been established and agreement between SSNW EXCO and the said Forums in place.
- 15.3. SSNW may enter into affiliations with other Associations from the area.

16. COMPOSITION

- 16.1. The neighbourhood structure will consist of individual households and businesses in the clearly demarcated and agreed upon areas as outlined in the map attached.

17. FUNCTIONS

- 17.1. The Neighbourhood Watch will promote neighbourliness and foster a sense of community spirit. The Neighbourhood Watch will assist the South African Police Services in crime prevention in their areas.
- 17.2. The Neighbourhood Watch will adopt and support the social crime prevention strategy of the police.
- 17.3. The Neighbourhood Watch will act within the frame work of the law.
- 17.4. The Neighbourhood Watch members will have powers to perform a citizen's arrest and will adhere to and comply with the requirements of the Criminal Procedure Act No. 51 of 1977.
- 17.5. The Neighbourhood Watch will work in partnership with the Community Police Forum and through them the Humewood Community Policing Forum and CPF have been established and agreement between SSNW EXCO and the said Forums is in place.
- 17.6. The Neighbourhood Watch will be responsible for initiating and implementing crime prevention projects in consultation with the Community Police Forum and through them the Humewood Community Police Forum and CPF have established an agreement between SSNW EXCO and the said Forums is in place.

18. SOCIAL MEDIA PLATFORMS: INCLUDING BUT NOT LIMITED TO FACEBOOK AND WHATSAPP

- 18.1. The SSNW will administer a closed Facebook page with the sole purpose to inform their residents with regard to neighbourhood safety related issues or SSNW events.
- 18.2. Business and personal advertisements will be allowed on this page at the discretion of the Exec.
- 18.3. This page will not be a forum for SSNW members or residents to voice their dissatisfaction with the SSNW or any other structure, Association, Business or persons. Any issues related to the Neighbourhood Watch or management of the SSNW must be communicated to the Executive Committee directly, in writing.
- 18.4. Sponsors of the SSNW will be mentioned on the Facebook page with an advert from time to time as approved by EXCO, based on each individual case.

- 18.5. The Facebook page will be administered by a member of the Committee with an Executive member always being an Admin.
- 18.6. Upon resignation or misconduct of such member, the task will be assigned to another Executive Committee member or someone specifically co-opted to the Committee for the purpose of administering the Facebook page.
- 18.7. The Executive Committee reserves the right to close down the Facebook page at any time and to unfriend any member of the page who violates the Code of Conduct of the SSNW or the rules for using the page as stipulated in 18.1 to 18.4.
- 18.8. Information on the SSNW Facebook page may not be shared on any other social media page or platform without the written consent of EXCO. Lost pets are excluded from this rule.
- 18.9. The Executive Committee commit to closing down the Facebook page on request of SAPS, should such a request be made in writing.
- 18.10. Rules as mentioned in 18.1 to 18.9 with regard to Facebook, pertain to all social media outlets including but not limited to WhatsApp.
- 18.11. SSNW sub-committees may post various items to social media platforms with the consent of EXCO, which are in the best interest of SSNW and residents.

19. IDENTITY CARDS

- 19.1. All members of SSNW will have identity cards containing a recent photograph of the member. Cost of this will be covered by the member personally.
- 19.2. All identity cards will be validated annually.

20. PRIVATE SECURITY PARTNERSHIP

- 20.1. SSNW will partner with a private security company or companies of choice.
- 20.2. SSNW will approach all security companies identified by the Executive Committee and invite them to partner with SSNW. All endorsed companies must be fully registered with Private Security Industry Regulatory Authority (PSIRA).
- 20.3. The aim of these partnerships will be to aid in fulfilling the functions of SSNW as mentioned in Section 17.
- 20.4. SSNW will provide the partners with a letter of endorsement. This endorsement will be reviewed annually by the Executive Committee, but the Executive Committee may in their absolute discretion terminate such partnership provided that ten (10) days' notice is given of their intentions and that such notice contains full reasons for the Executive Committees intended action.
- 20.5. In no way will this partnership interfere with the activities of these companies in servicing their clients in the area.
- 20.6. Private security companies and/or employees will not use SSNW or any of the SSNW platform e.g. Facebook, for financial gain without the express written permission of the SSNW Executive Committee.

21. RESOLUTIONS OF DISPUTES

- 21.1. Pursuant to para 18.3, disputes are to be made in writing to the SSNW EXCO who will attempt to resolve the issue. Failure to resolve the matter could, at the sole discretion of EXCO, result in para 5.17 (d) being executed. Failing this, the Humewood Community Police Forum must attempt to resolve it. Failure to resolve the dispute will lead to it being taken to the Provincial Community Police Board, whose decision shall be final and binding.

22. USE AND CONTROL OF ASSETS

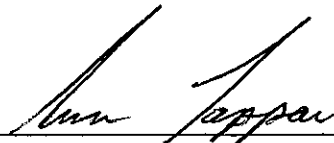
- 22.1. SSNW will remain a non-profit making organization. Proper accounting records will be kept and reported annually at the Annual General Meeting.
- 22.2. The year-end will be the last day of December.
- 22.3. Fund raising campaigns will be permitted for the purposes of furthering the aim and objectives of SSNW. These will be controlled and administered by the SSNW Executive Committee.
- 22.4. SSNW may receive funds from the Humewood Community Police Forum financing equipment and/or administrative costs. Any equipment purchased with such funds shall be and remain the property of the Humewood Community Police Forum and members shall be accountable for the safekeeping of such equipment which may be placed in their care for their use.
- 22.5. SSNW may also receive funds from the respective Residents Associations. Any equipment purchased with such funds shall remain the property of the SSNW.
- 22.6. SSNW may receive donations or sponsorships from private individuals or businesses for the financing of equipment and/or administrative costs such sponsored equipment will remain the property of SSNW.
- 22.7. SSNW members opting to make use of radio equipment will be asked for annual contribution towards the servicing and maintenance of such equipment.
- 22.8. The Treasurer of SSNW Executive Committee will be appointed as a custodian of the accounting records/equipment.
- 22.9. A bank account must be active with a minimum of two (2) signatories per transaction.

23. AMENDING THE CONSTITUTION AND THE CODE OF CONDUCT

- 23.1. Any alterations, additions or amendments to the Constitution shall be passed at an Annual General Meeting or a Special General Meeting by a two-thirds majority (in person or online) of eligible members.
- 23.2. Thirty (30) days' notice of any proposed alternation, addition or amendments shall be given in writing to the Secretary, unless introduced by the Executive Committee; in which case full details thereof should be included in the notice of the meeting.

SIGNED:

At Port Elizabeth on this 2nd day of December 2020.



Mr Sean Tappan,

SUMMERSTRAND Neighbourhood Watch EXCO Chairperson

Witness



Mr Jonathan Ellis,

SUMMERSTRAND Neighbourhood Watch EXCO Vice Chairperson

Witness



Prof Pieter Binsbergen,

SUMMERSTRAND Neighbourhood Watch EXCO Secretary

Witness



Mr Rob Wylde,

SUMMERSTRAND Neighbourhood Watch EXCO Treasurer

Witness



Mr Brad Comely,

SUMMERSTRAND Neighbourhood Watch EXCO Operations Director

Witness

Ms Mia Dyssel,

SUMMERSTRAND Neighbourhood Watch EXCO PR Officer

Witness



Mrs Lisa Henderson,

SUMMERSTRAND Neighbourhood Watch EXCO Administrator

Witness