# CO-OPERATIVES: CIS APPLICATION CHECKLIST

Name of Co-operative: _____________________________

<table>
<thead>
<tr>
<th>No.</th>
<th>LIST OF CHECKS</th>
<th>DOCUMENTS SUBMITTED</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Completed &amp; signed Application Form</td>
<td>✓</td>
</tr>
<tr>
<td>2</td>
<td>SARS Tax Clearance Certificate- Original &amp; Valid</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Detailed business plan</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Co-operative resolution to apply for CIS grant</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Three competing and comparable quotations</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Copy of Co-operative Constitution signed by founder members</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Directors’ copies of CV’s and certified copies of IDs</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Copy of Co-operative registration certificate</td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Motivation letter for choosing higher quotation(s)</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Motivation letter for submitting one quotation</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Bank Statement for start-up (confirmation letter from the Bank) Bank Statement for expansion (3 months statement)</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Projected Financial Statement for (Start-ups) Financial Statement for Expansions (Existing)</td>
<td></td>
</tr>
</tbody>
</table>

Chairperson: __________________________ Date: _______________

Signature: __________________________

AGRICULTURAL PRIMARY

CO-OPERATIVE LIMITED

NAME

1. [a] The name of the Co-operative is ………………………………………………………………
……………………………………………………………………. AGRICULTURAL PRIMARY CO-OPERATIVE LIMITED.

[b] The abbreviated name is …………………………………………. (CO-OP.) LTD. (if applicable)

[c] The Co-operative may trade as ………………………………………………………… (if applicable)

FORM OF CO-OPERATIVE

2. This is the constitution of a business undertaking formed as a Primary Agricultural Co-operative with limited liability in terms of the provisions of the Co-operatives Act, 2005 (Act 14 of 2005).

DEFINITIONS

3. In this constitution, unless the context indicates otherwise, a word or expression to which a meaning is attached in the Co-operatives Act, 2005 shall have a similar meaning and -

"the Act" means the Co-operatives Act, 2005 (Act No. 14 of 2005);

"co-operative" means the ………………………………………………………………………… AGRICULTURAL PRIMARY CO-OPERATIVE LIMITED that is incorporated in terms of the Act;

"entrance fee" means a once off fee payable to obtain membership of the co-operative, and is paid on application for membership;

"gender" a reference in this constitution to the masculine gender shall also include the feminine gender and vice versa;

"membership fee or subscription fee" means an annual fee payable towards the running of the co-operative, and may be paid off in equal monthly instalments;

"member loan" means a loan made by a member to a Co-operative in terms of clause 62;

"patronage proportion" means the proportion which the value of the transactions conducted by a
member with a Co-operative during a specified period bears to the value of the transactions conducted by all the members during the same period with or through the Co-operative.

PLACES OF BUSINESS

4. The main place of business of the Co-operative is situated at ........................................... (Place), ........................................... Province.

OBJECTIVES

5. The objectives of the Co-operative are -

[a] to undertake the marketing of agricultural products;

[b] to process the agricultural products or to manufacture any article therefrom and to dispose of the product or thing into which it was processed or articles so manufactured;

[c] to hire, buy or otherwise acquire and to let, sell or otherwise supply requisites, necessary or used for or in connection with farming operations;

[d] to hire, buy or otherwise acquire, or produce or manufacture and to let, sell or otherwise supply any article of consumption;

[e] to hire establish or erect and to use or make available for use facilities necessary for or useful in connection with farming operations;

[f] to render services, necessary for or useful in connection with farming operations;

[g] to render any other services, including services relating to the buying, selling and leasing of immovable agricultural property;

[h] to undertake insurance business which relates to farming risks to farmers.

DESCRIPTION OF BUSINESS AND ANY RESTRICTIONS ON BUSINESS

6. [a] ...........................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................

[b] ...........................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................
...............................................................................................................................................

2
MEMBERSHIP

Requirements for membership and Restrictions to membership

7.1 Requirements: Any natural person, who is over the age of 18 years may, on application to the Board, become a member of the Agricultural Co-operative.

7.2 Restrictions: The board may limit the number of members, as long as the co-operative does not have less than 5 members.

Application for membership

8.1 Application for membership and for the number of shares an applicant wishes to take up shall be made on the form provided for that purpose, and shall be accompanied by the entrance fee.

8.2 The Board must consider every application for membership and has the right to accept or reject an application.

8.3 The Board must, within 3 months after receipt of an application for membership, notify the applicant of its decision and, in the event of an application for membership being rejected, any amount paid by the applicant to the Co-operative must be refunded to him.

8.4 A person becomes a member of the Co-operative when his application for membership has been accepted by the Board, and a share is issued or transferred to him.

Entrance Fee and Membership Fee / Subscription Fee

9.1 An Entrance Fee of R.........-00 must be paid on application for membership. Such fee is not refunded on termination of membership.

9.2 A Membership Fee / Subscription fee of R.........-00 must be paid annually: Provided that a member may pay off the subscription fee in equal monthly instalments. Such fee shall not be refunded on termination of membership.

Rights and Obligations of Members

10.1 Members Rights:

[a] Members have the right to appoint an auditor;
During ballots at meetings of members, each member has the right to one vote.

Members that are not suspended or expelled from the co-operative, have the right to attend meetings of the co-operative.

10.2 Obligations of Members:

[a] Members have to adhere to this constitution and any amendments thereto, as well as any by-laws made by the Board of Directors.

[b] Members must participate in the business of the co-operative.

[c] Members must notify the co-operative whenever any of their personal details change, for example when their home address changes.

ISSUE OF SHARES AND MINIMUM SHAREHOLDING

11.1 The shares issued by the Co-operative must all be of the same class, ranking and nominal value.

11.2 When the co-operative is founded each member must have a minimum of ………………………………………. (number of) shares.

11.3 From the time that the co-operative is three years in operation, every member shall be bound to hold a minimum number of shares in the co-operative prescribed by a scale which shall be approved by members in general meeting on the recommendation of the board: Provided that the scale must relate to business done by members with the co-operative. Whenever it appears that a member does not hold the number of shares prescribed by the applicable scale, the board may issue to him without application therefore such number of shares as will make up the insufficiency and …………………% of the nominal value of such shares shall immediately become payable upon such issue, the balance becoming payable in accordance with the provisions of clauses 14 and 15 of this Constitution: Provided that before such issue of shares is made to any member, he shall be afforded an opportunity, of at least 30 (thirty) days, to acquire the requisite number of additional shares from any other member holding shares in excess of the above scale. The amounts that are already paid up can be utilized to pay up all the shares to the same extent.

12. The nominal value of each share must be R………… (…………………………………… Rand) of which …………………% (…………………………………… percent) shall be payable in money on application and the balance, subject to the provisions of clause 14 in such instalments, on such dates and at such times and places as may be determined by the Board.

13. No call on shares must exceed 25% (twenty five percent) of the nominal value per share or be payable within 30 (thirty) days after the date on which the last preceding call was payable.

14. At least 14 (fourteen) days prior to the date on which a call is payable written notice thereof must be given.

15. Calls on shares must be numbered consecutively from one upwards and each call must apply to all
unpaid up shares issued or held at the time such call is made as well as to all such shares issued after such call has been made.

16. Every new member who is responsible for calls made before he became a member and which are payable in terms of clause 16, shall be allowed to pay such calls over the same period as would have been allowed him had he been a member at the time such call was or such calls were made: Provided that if more than one call was made the periods within which the calls were payable must run consecutively and not concurrently and that the period meant in this clause extends from the time a call was made to the time such call became payable.

17. The Board may receive from any member willing to pay the same, all or any part of the nominal value of the share or shares held by him, and such payment shall constitute a reduction, to the extent of the payment so made, of the liability of the member in respect of the payment of the nominal value of the share or shares subscribed for by him, notwithstanding that no call be due and payable.

18. In the event of a member being in default in the payment of a call referred to in clause 13 on the specified date, interest on such overdue amount shall be payable at a rate to be determined by the Board from time to time as from the date of default.

CERTIFICATES OF SHARES AND LOANS

19. Share certificates and Loan Certificates shall be issued in such form, as the Board shall determine. These certificates shall state the name of the Co-operative, that the Co-operative is subject to the Act, the name of the person to whom it is issued and that the certificate represents membership shares in, or member loans to, the Co-operative and the number of the membership shares or the amount of the member loans.

LIABILITY OF MEMBERS

20. The liability of a member is limited to an amount equal to the nominal value of the shares in the Co-operative held by him in so far as that amount has not been paid up.

TRANSFER OF MEMBERSHIP, MEMBERS LOANS AND SHARES

21.1 Membership, Member Loans and Shares may be transferred only with the approval and on the authority of the Board which shall satisfy itself that the proposed transferee is qualified to be a member of the Co-operative.

21.2 The Board may at any time refuse to approve and register a proposed transfer.

21.3 The transfer of any membership shall be in writing in such form and signed in such manner as the Board from time to time may stipulate.
21.4 When such transfer has taken place the Board shall issue to the transferee a membership card, and/or a Member Loan Certificate and/or a Share Certificate.

CONDITIONS AND PROCESSES FOR TERMINATION OF MEMBERSHIP

Termination on death

22.1 The membership of a member who has died may in terms of this clause be transferred to a member of that deceased member's family or another person appointed by the executor of the deceased member's estate subject to the approval by the Board of the proposed transferee. In the event of such transfer not taking place, the membership of the deceased member shall be terminated by resolution of the Board.

22.2 Upon such termination, the membership fees concerned are forfeited and the amount paid in respect thereof is credited to the general reserve of the Co-operative.

22.3 The shares registered in the name of a member who has died, must be cancelled by resolution of the Board at the request the executor or liquidator of the estate.

22.4 Upon such cancellation the Co-operative must, pay to the executor the amount paid up on the shares for payment to the estate of the deceased member. Provided that if the value of such shares, according to the latest completed balance sheet of the Co-operative, is less than their nominal value, the Co-operative shall pay -

[a] If the shares are fully paid up, an amount equal to the value so determined; or

[b] If the shares are not fully paid up, an amount that stands in the same proportion to the amount paid up on the shares as that which the value so determined of the shares stands to their nominal value.

Termination on Change of Place of Residence

23.1 The membership of a member who no longer resides in the area served by the Co-operative may on application of the member or by decision of the Board, be terminated by resolution of the Board.

23.2 Upon such termination, the membership fees of the member concerned are forfeited to the Co-operative and the amount thereof is credited to the general reserve of the Co-operative.

23.3 The shares registered in the name of such member may be cancelled by resolution of the Board.

23.4 Upon such cancellation the Co-operative must refund to the ex-member, the amount paid up on the shares: Provided that if the value of such shares, according to the latest completed balance sheet of the Co-operative is less than their nominal value, the Co-operative shall pay the ex-member:

[a] If the shares are fully paid up, an amount equal to the value so determined; or

[b] If the shares are not fully paid up, an amount that stands in the same proportion to the amount paid up on the shares as that which the value so determined of the shares stands to
their nominal value.

**Termination when a member is non-active**

24.1 Whenever a member does not actively participate in the activities of the Co-operative for a period of one year or has neglected to notify the Co-operative of any change in his address, whereby the Co-operative is prevented from contacting him, his membership may, be terminated by resolution of the Board.

24.2 Upon such termination, the membership fees of the member concerned are forfeited to the Co-operative and the amount thereof is credited to the general reserve of the Co-operative.

24.3 The shares of such member may be cancelled by resolution of the Board.

24.4 Upon such cancellation, the amount paid up on such shares must be transferred to a special account called "Unclaimed Share Moneys". If no claim against this account is received and paid by the Co-operative within 3 (three) years of such transfer, the amount concerned is forfeited to the Co-operative and transferred to the general reserve of the Co-operative: Provided that if the value of the shares, according to the latest completed balance sheet of the Co-operative, is less than their nominal value, the amount to be transferred, shall -

- [a] If the shares are fully paid up, be an amount equal to the value so determined; or
- [b] If the shares are not fully paid up, be an amount that stands in the same proportion to the amount paid up on the shares, as that which the value so determined of the shares stands to their nominal value.

**Withdrawal of Membership**

25.1 The resignation of a member comes into operation at the first meeting of the Board held after the Co-operative has received the written resignation of the member.

25.2 The membership of a member who has resigned, shall be terminated by resolution of the Board. The amount paid in respect of membership fees shall be forfeited to the Co-operatives and credited to the general reserve.

25.3 The shares of a member who has resigned, shall be cancelled by resolution of the Board. The amount paid up on such cancelled shares shall, at the discretion of the Board and provided funds are available, be repaid to the member within a period of two years from the date of cancellation: Provided that if the value of the shares, according to the latest completed balance sheet of the Co-operative, is less than their nominal value, the amount payable shall -

- [a] if the shares are fully paid up, be an amount equal to the value so determined; or
- [b] if the shares are not fully paid up, be an amount which stands in the same proportion to the amount paid up on the shares as that which the value so determined of the shares stands to their nominal value.
26. Any amount payable by the Co-operative in terms of clauses 22, 23, 24 and 25 shall be set off against any debt for the payment of which the member or his estate is liable.

CONDITIONS AND PROCESS FOR SUSPENSION AND EXPULSION

27.1 A member who repeatedly contravenes a provision of this constitution or who refuses to comply with such provision or to meet an obligation imposed on him by the Act or in terms of this constitution or which he agreed to meet, may -

[a] by resolution of the Board, be suspended as a member for a period to be determined by the Board but which shall not be longer than the date of the next annual general meeting;

[b] by special resolution be suspended as a member for a period not longer than 12 (twelve) months from the date on which he is suspended;

[c] by special resolution be expelled from the co-operative.

27.2 The suspension of a member may be revoked by resolution of the Board at any time.

28.1 Before a member can be suspended or expelled in terms of clause 27, he has to be given prior written notice of the intention of the Board.

28.2 The notice to such member must contain the following particulars-

[a] the reasons for the proposed suspension or expulsion; and

[b] a time when, and place where the member may appear in person, with or without witnesses, before the Board or to which he may send a written statement signed by himself setting out his objections to the proposed suspension or expulsion.

28.3 The Board must notify him in writing if it is decided to suspend or expel a member, of -

[a] the date on which his suspension or expulsion comes into effect;

[b] period of time during which the suspension will apply; and

[c] disciplinary measures which will be taken.

Disciplinary measures

29.1 While under suspension a member forfeits his right to attend general meetings or to vote thereat by proxy.

29.2 The members by special resolution or the Board may furthermore stipulate that certain or all transactions with a member must be suspended for the period of his suspension.
29.3 The membership of an expelled member must be terminated by resolution of the board and upon such termination the member forfeits his membership fees and the amount paid in respect thereof must be credited to the general reserve.

29.4 The shares of an expelled member must be cancelled, subject to the provisions of clause 30.1, by resolution of the board and upon such cancellation the member shall forfeit his shares.

**LIABILITY IN RESPECT OF FORFEITED SHARES**

30.1 A person whose shares have been forfeited, is responsible for immediate payment to the co-operative of the entire amount unpaid on such shares.

30.2 All moneys paid to the co-operative in respect of forfeited shares must be added to the general reserve.

30.3 Notice must be given to the member in whose name the shares were registered prior to the forfeiture, and an entry of the forfeiture, with the date thereof, shall forthwith be made in the register of members.

30.4 Interest on share capital or bonus or any other amount accruing to a member and which is payable by the co-operative to the member, must be applied to pay calls on shares and/or amounts unpaid on forfeited shares, due but unpaid at the time such interest, bonus or other amount becomes payable to the member concerned.

**MANAGEMENT OF CO-OPERATIVE**

**Board of Directors**

31.1 The affairs of the Co-operative must be managed by a Board of Directors consisting of a minimum of .......... and a maximum of .......... Directors. The Directors must exercise the powers and perform the duties of the Co-operative.

31.2 The number of Directors shall subject to the approval of members at the next general meeting, be determined by the Board from time to time. If, however, the members do not approve the decision of the Board and a vacancy arises as a result thereof, such vacancy shall be regarded as a casual vacancy to be filled in terms of clause 38.

32. Without prejudice to the provisions of clauses 38 of this constitution, Directors shall be elected at the annual general meeting.

**Powers and Restrictions on Directors**

33.1 Powers:

[a] The directors have the power to obtain membership of a secondary co-operative, which seeks to promote any matter in which the co-operative has an interest.
[b] The directors have the power to open a bank account in the name of the co-operative.

[c] The directors have the power to suspend by resolution a member for a period to be determined by the Board but which shall not be longer than the date of the next annual general meeting.

[d] The directors have the power to acquire or hire movable or immovable property on behalf of the co-operative.

33.2 Restrictions:

[a] The directors have the power to overdraw a bank account or to make a loan on behalf of the co-operative, provided that members has agreed to this with a special resolution: Provided further that the directors may borrow or raise money or overdraw a banking account without the said authority up to an amount not exceeding one half of the total of its share capital and general reserve.

[b] The directors shall not provide loans to directors, members or any other person or organisation.

[c] The director shall not make donations on behalf of the co-operative to any person or organisation.

**Persons not competent to be Director**

34. No person shall hold the office of Director if -

[a] A person is of unsound mind;

[b] A person is an unrehabilitated insolvent;

[c] A person who has at any time been convicted (whether in the Republic or elsewhere) of theft, fraud, forgery, perjury, or any offence involving dishonesty in connection with the formation or management of a Co-operative or other corporate entity.

**Term of office**

35.1 The term of office of the Directors of the Co-operative shall be two years.

35.2 Retiring Directors are eligible for re-election.

35.3 The Directors to retire each year shall be those who have been longest in office since their last election at the annual general meeting, but as between members who became Directors on the same day, those to retire shall, unless they otherwise agree among themselves, be determined by ballot.
Nomination of Directors and voting for Directors

36.1 Candidates for the position of Director shall be nominated openly at the annual general meeting held for the purpose electing one or more Directors.

36.2 Without prejudice to the provisions of clauses 38 a member, including a retiring Director, qualifies for election as Director only if he is nominated in terms of sub-clause 36.1.

36.3 [a] If the number of candidates nominated does not exceed the number of vacancies on the Board to be filled such candidate or candidates shall be declared elected at the annual general meeting.

[b] If the number of candidates nominated exceeds the number of vacancies on the Board, as many Directors as there are vacancies shall be elected from the nominees at the annual general meeting.

[c] If insufficient or no candidates are nominated to fill the vacancies on the Board, such vacancies shall be regarded as casual vacancies to be filled in accordance with clause 38.

37. The method to be followed in electing Directors shall be as determined by the Chairperson of the meeting.

38. At the election of Directors a member shall vote for as many candidates as there are vacancies to be filled on the Board and those candidates receiving the highest number of votes shall be declared elected.

Filling of a vacancy on the Board

39. Any vacancy occurring on the Board during the year shall be filled until the next annual general meeting by a member appointed, by the remaining Directors, subject to the provisions of clause 35. At the said annual general meeting a member shall, subject to the provisions of this constitution, be elected to fill the vacancy. Any Director elected at such annual general meeting shall not hold office for a period longer than the unexpired portion of the period of office of the Director whose office became vacant.

Conditions for Vacation of office

40. A Director shall vacate his office -

[a] If he becomes incompetent in terms of clause 35 of this constitution to hold the office of Director; or

[b] If he absents himself from more than three consecutive ordinary meetings of the Board without its leave; or

[c] Upon the expiry of 30 (thirty) days, or such shorter period as may be approved by the Board, after he has resigned as a Director of the Co-operative.
Conditions and Processes for the appointment of the Chairperson, Vice-Chairperson and Acting Chairperson of the Board

41.1 At the first meeting of the Board held after the formation meeting and thereafter at the first meeting of the Board held after every annual general meeting of members or when the necessity arises, the Directors shall elect from among themselves a Chairperson and Vice-Chairperson.

41.2 The Vice-Chairperson shall act as Chairperson whenever last-named is absent or unable to act as Chairperson, and if both the Chairperson and Vice-Chairperson are absent or unable to carry out the functions of the Chairperson, the Board must elect another Director to be Acting-Chairperson during such absence or incapacity.

42. The Chairperson of the Board of the Co-operative shall vacate the office of Chairperson if he-

[a] Ceases to be a Director of the Co-operative; or

[b] Resigns as Chairperson; or

[c] Is relieved of the office of Chairperson by the Board.

43. The provisions of clause 42 shall be applicable mutatis mutandis to the Vice-Chairperson of the Board.

Board meetings and Quorum

44.1 A meeting of the Board must be convened by the Board or the Chairperson of the Board or any two Directors of the Co-operative.

44.2 The majority of Directors shall constitute a quorum of a meeting of the Board.

44.3 Questions arising at a meeting of the Board shall be determined by a majority of the Directors present at the meeting and in the case of an equality of votes, the Chairperson of the Board or the person acting as Chairperson shall have a casting vote in addition to his deliberative vote.

By-laws

45. The Board have power to make by-laws provided they are not repugnant to this constitution.

Delegation of powers to a committee

46.1 The Board may delegate one or more of its powers to a Director or to a Committee appointed by the Board or Manager of the Co-operative.

46.2 Any Director or Committee or Manager so appointed must in the exercise of the powers so delegated, abide by such rules as may be made and follow such instructions as may be issued, in regard thereto, by the Board.
GENERAL MEETINGS

47.1 A Co-operative must hold:

[a] Its first annual general meeting within 18 months of registration of the Co-operative;

[b] Subsequently annual general meetings within 6 months after the end of the preceding financial year.

47.2 The annual general meeting must:

[a] Appoint an auditor;

[b] Approve a report of the Board on the affairs of the Co-operative for the previous financial year;

[c] Approve the financial statements and auditor’s report where applicable for the previous financial year;

[c] Elect Directors; and


Special General Meetings

48. The Co-operative may from time to time in addition to its annual general meeting hold Special general meetings of its members to dispose of any matter relating to its affairs specifically set out in the notice convening the meeting.

Convention of Meetings

49.1 An annual general meeting shall be convened on authority of the Board.

49.2 A special general meeting shall be convened -

[a] by at least two Directors of the Co-operative; or

[b] by five or more members of the Co-operative constituting in number at least 20% (ten percent) of all the members of the Co-operative: Provided that such members shall not be entitled to convene an special general meeting unless they have beforehand in writing petitioned the Directors to convene such a meeting and the meeting is not convened within 21 (twenty one) days reckoned from the date the petition was lodged, or unless for any reason there are no Directors to whom such a petition can be addressed.

49.3 Any meeting convened in terms of sub-clause 49.2[b] by the petitionists shall, as far as possible, be convened and held in the same manner as is prescribed for meetings convened and held by the Board and any reasonable expense incurred by the petitionists in securing the names and addresses of members, in sending notices of the meeting to them and hiring accommodation for the holding of
the meeting if so resolved by such meeting, be refunded to the petitionists by the Co-operative.

**Notice of general meeting**

50.1 A general meeting shall be convened by at least 14 days notice in writing to each member of the Co-operative.

50.2 The notice convening the meeting shall in addition to the time and place of the meeting state the purpose for which it is convened.

50.3 A notice may be delivered personally, forwarded by post to the member at his registered address, emailed to registered email address of the member or faxed the registered fax number of the member.

50.4 Non-receipt by a member of a notice of a general meeting of the Co-operative does not render such meeting invalid.

50.5 If a notice of a meeting is returned to the Co-operative because the member to whom it was sent is no longer resident at the registered address, the email address or fax number does not exist or does not function, the Co-operative shall be relieved of its obligation to send further notices of meetings to the member concerned unless the member makes an appearance and requests that such notices be sent to his new address.

**Quorums**

51. A quorum for a general meeting shall be constituted -

[a] by at least five members, if the number of members of the Co-operative is not more than fifty;

[b] by at least one tenth of the members of the Co-operative, if the number of members of the Co-operative is more than fifty but not more than two hundred;

[c] by twenty members plus at least one percent of the members of the Co-operative in excess of two hundred, if the number of members of the Co-operative is more than two hundred.

52. No item of business shall be transacted at any general meeting unless a quorum of members is present during the time when the meeting is considering that item.

53.1 If within one hour from the time appointed for the meeting a quorum is not present, the meeting -

[a] if convened by members or in consequence of a petition of members, must be cancelled;

[b] if otherwise convened, must be adjourned to the same day in the next week at the same time and place, or if that day is a public holiday, to the next day following which is not a public holiday.

53.2 If the same hall or building is not available for an adjourned meeting it may be held at another venue within convenient distance if members are advised of the change of venue either by notice posted at the original venue or by some other means.
53.3 If a quorum is not present within one hour after the time fixed for an adjourned meeting, the members present, provided they are not less than five in number, shall be deemed to constitute a quorum: Provided that a special resolution may not be passed by such a meeting.

Chairperson of general meetings

54.1 The Chairperson of the Board or in his absence the Vice-Chairperson or in the absence of both, another Director elected by the meeting shall act as Chairperson of an annual general meeting or a special general meeting convened in terms of clauses 49.1 and 49.2(a).

54.2 A person elected by the meeting shall act as the Chairperson of a special general meeting convened in terms of clause 49.2(b) of this constitution.

Voting by members

55. At all meetings of the co-operative, each member shall have one vote.

56.1 Any matter for decision by a general meeting shall be decided by means of a vote on a show of hands or by ballot.

56.2 A vote by ballot shall not be held unless it is demanded by at least five members present at the meeting and entitled to vote in a vote by ballot.

56.3 A vote by ballot must be held in such manner as the Chairperson stipulates. Scrutineers must be nominated to determine the result of the vote that must be declared by the Chairperson of the meeting as the resolution of the meeting.

56.4 A declaration by the Chairperson that a resolution has, on a show of hands or by ballot, been carried, or carried unanimously or by a particular majority, or lost, and an entry to that effect in the minutes of the proceedings of the meeting, shall be conclusive, proof thereof, without evidence as to the number or proportion of votes recorded for or against such resolution.

57. If no objection is raised in terms of the provisions of this constitution against the validity of any vote cast at the meeting, whether on a show of hands or by ballot, every vote cast at the meeting that has not been disallowed shall for all purposes be deemed to be valid.

58. In the case of an equality of votes, whether on a show of hands or in a vote by ballot, the Chairperson of the meeting shall have a casting vote in addition to his deliberative vote.

59. Every matter submitted to a general meeting for resolution, except for a matter requiring a special resolution, shall be determined by a majority of votes recorded at the meeting.

Special resolution

60. A resolution by a general meeting of the Co-operative shall, constitute a special resolution if -

[a] the notice by which the general meeting was convened specified particulars of the proposed resolution and stated the intention to propose same as a special resolution; and
[b] the resolution has been passed by not less than two thirds of the members present, both in a vote on the show of hands and a vote by ballot.

[c] the resolution related to the winding-up of the Co-operative and was passed by at least 75 percent of the votes of all the members of the Co-operative, both in a vote on the show of hands and a vote by ballot.

PROHIBITED AND PERMITTED LOANS AND SECURITY

61.1 The co-operative may give financial assistance by means of a loan or the provision of security to-

[a] any person in the ordinary course of business if the lending of money is part of the ordinary business of the co-operative;

[b] any person on account of expenditures incurred or to be incurred on behalf of the co-operative;

[c] employees of the co-operative or of any of its members-

[i] to enable or assist them to purchase or erect living accommodation for their own occupation; or

[ii] in accordance with a plan for shares of the co-operative or any of its members to be held by a trustee; and

[d] members, if the financial assistance is available to all members on substantially the same terms.

61.2 The co-operative may not give financial assistance in terms of clause 61.1 whether directly or indirectly if there are reasonable grounds to believe that-

[a] the co-operative, after giving the financial assistance, will be unable to pay its liabilities as they become due; or

[b] the realisable value of the assets of the co-operative, after giving the financial assistance, will be less that the aggregate of its liabilities, share capital and reserves.

61.3 In determining the realisable value of the assets of the co-operative contemplated in clause 61.2[b], the amount of any financial assistance in the form of a loan and in the form of assets pledged or encumbered to secure a guarantee must be excluded.

RESTRICTIONS RELATING TO UNSECURED MEMBERS LOANS

62. The board may, if so authorized by members in terms of clause 61 of this Constitution, in addition to the
loans secured by some or all of the assets of the co-operative, the issue of secured debentures and loans obtained from the commercial banks or any other financial institution, further raise loans from members subject to the following conditions:

[i] No loan from any individual member shall amount to less than R1 000 (one thousand rand) and, for the purpose of this paragraph, every successive loan from any particular member shall be regarded as a separate loan;

[ii] No loan shall be repaid within 12 (twelve) months after receipt;

[iii] Interest shall be paid on loans at a rate per annum to be determined by the board from time to time;

[iv] An acknowledgement of debt shall be issued in respect of each loan.

[v] The acknowledgement of debt shall be freely transferable by means of a cession duly registered by the co-operative.

[vi] Receipt of each loan shall be acknowledged by the following acknowledgement of debt, which shall incorporate either of the conditions [ii] or [iii] mentioned below-

"ACKNOWLEDGEMENT OF DEBT"

We, the undersigned, director and secretary of the ................................................. (name of co-operative) hereinafter called the co-operative, hereby acknowledge having received the sum of R…………. (…………. Rand) from ..…………………......................................... (name) of ...…………………………....... (address) hereinafter called. the owner, subject to the conditions -

[i] Interest at the rate of ....% (................. percent) per annum or such rate as the board may determine from time to time, shall be payable to the owner on ....................... or at the date of repayment.

[ii] The owner shall not have the right to demand repayment, but the co-operative, after having had the loan for not less than 12 (twelve) months, may repay such loan at any time after having given not less than 30 (thirty) days notice of its intention to repay such loan.

OR

[iii] The loan shall be repayable on the ............ day of ............ 20........ (which may not be less than 12 [twelve] months from the date of this acknowledgement of debt): Provided that the board of the co-operative may defer the repayment if the circumstances of the co-operative at the date of repayment of the loan, render such deferment necessary: Provided further that the board of the co-operative shall submit for confirmation to the first succeeding general meeting of members its resolution to defer repayment of a loan and if the resolution of the board is not confirmed by that meeting of the co-operative, the loan shall be repaid within 7 (seven) days of the date of such meeting.
The Co-operative must open a banking account in the name of the Co-operative in which all moneys received shall be deposited as soon as possible after receipt thereof.

Cheques drawn on the banking account shall be signed by one of the Directors and must be countersigned by the Secretary of the Board: Provided that a cheque shall not be signed and countersigned by the same person and that all officers who are authorized to sign or countersign cheques must furnish adequate security.

The financial year of the Co-operative shall end on the last day of February of each year.

The Co-operative must keep, such accounting records as are necessary fairly to reflect the state of affairs and business of the Co-operative and to explain the transactions and financial position of the business of the Co-operative.

The accounting records shall be kept at the registered office of the Co-operative and shall be available at all times for examination by the Directors.

An audit of the affairs of the co-operative must be conducted annually in respect of each financial year in order to –

[a] ensure that financial statements are drawn up in conformity with generally accepted accounting practices;

[b] verify that the co-operative has maintained adequate records in accordance with the requirements of this constitution and the Act;

[c] report generally as to whether the assets and facilities of the co-operative are being properly managed and the operations of the co-operative are being conducted in accordance with co-operative principles; and
[d] report on any other matter the auditors are required to report on in terms the constitution.

66.2 The provisions of clause 65.1 are applicable to the annual financial statements of the Co-operative and its company subsidiaries.

AUDIT

67. The members must appoint an auditor at each annual general meeting, to hold office until the close of the next annual general meeting. The duties of the auditor are outlined in clause 66.

SURPLUS

68. The surplus resulting from the operations of the Co-operative during any financial year shall be applied by resolution of the annual general meeting for that year: Provided that -

[a] at least 5% (five percent) is set aside as a reserve in the Undivisible Reserve Fund and is not divisible amongst the members;

[b] the amount which is set aside as a General Reserve Fund shall not be less than the amount determined by the Board.

[c] the amount which is available out of the surplus for distribution to members shall be applied in one or more of the following ways only, viz. –

[i] to pay interest at a rate not exceeding 15% (fifteen percent) to members on the amounts paid up by them on their shares as at the last day of the financial year;

[ii] to pay bonuses to members in accordance with the provisions of clause 66.

PAYMENT OF BONUS

69.1 The amount mentioned in clause 68[c][ii] must, be allocated to members according to the patronage proportion and the amount allocated to a member must by resolution of members at the annual general meeting, be applied in one or more of the following ways-

[a] by paying it out either wholly or partly in cash;

[b] by utilizing it for buying of fully paid-up members shares:

[i] provided that an amount accruing to a member which is insufficient to fully pay up a share may be applied, by resolution of the board, in accordance with the provisions of paragraphs [a] or [c] of this clause:
[ii] provided that notice will be given to each member of the number of shares purchased for the member;

[iii] provided that such shares will be either issued or transferred in terms of clauses 12 and 22, by resolution of the board; and

[iv] provided that share certificates will be issued and forwarded to members.

[c] by setting it aside in the Deferred Bonus Payment Fund for future payment to members.

69.2 Interest on share capital or bonus declared payable to members, except amounts transferred to the Deferred Bonus Payment Fund, does not earn interest from the Co-operative.

69.3. Any interest on share capital or any bonus remaining unclaimed for a period of 3 (three) years from the date on which such interest or bonus was declared payable may, by resolution of the Board, be declared forfeit and added to the general reserve of the Co-operative.

**DEFERRED BONUS PAYMENT FUND**

70.1 All amounts transferred to the “Deferred Bonus Payment Fund” in terms of clause 69.1[c] shall be credited in the respective names of the members in the books of the Co-operative.

70.2 The Deferred Bonus Payment Fund may be invested separately or may be used by the Co-operative to carry out any of its objects: Provided that the fund must not be utilised to defray any loss resulting from the operations of the Co-operative.

70.3 The interests of members and former members in the Deferred Bonus Payment Fund must be repaid to them in the following circumstances and subject to the conditions mentioned, ie. -

[a] When the fund has been functioning for five years, the interests built up by members and former members during the first year of the fund shall be repaid to those concerned; the following year the interests built up during the second year of the fund shall be refunded, et seq.;

[b] on the death of a member or former member the interest of the deceased in the fund shall be paid to his estate;

[c] when membership in the Co-operative is terminated in any other way, the interest of the member concerned in the fund shall be repaid to him as it becomes repayable in terms of paragraphs [a] or [b] of this sub-clause: Provided that the Board may authorise payment at an earlier date if the Co-operative is in a position financially to do so: Provided further that the interest of a former member in this fund shall not be retained in the fund for more than three years after termination of membership of the former member.

70.4 The amounts payable to a member or former member in terms of this clause shall be applied in payment or part payment of any amount due to the Co-operative by such member or former member.
70.5 A member’s or former member’s credit in the fund may be transferred to someone else only with the approval of the Board: Provided that no such transfer shall be approved unless the transferee is a member of the Co-operative.

70.6 Any amount to the credit of a member or former member in the Deferred Bonus Payment Fund remaining unclaimed for a period of 3 (three) years from the date it becomes payable to him may by resolution of the Board be declared forfeit and transferred to the general reserve of the Co-operative: Provided that such a transfer shall not be made unless the member or former member concerned has first been warned of the proposed transfer by means of a notice sent to his last address, as entered in the register of members and he has been given an opportunity of at least six months to claim the amount.

AMENDMENT OF CONSTITUTION

71. The constitution of the Co-operative may be amended by special resolution only.

LIQUIDATION

72. In case of liquidation the patronage proportion must be determined for either five years, which preceded the commencement of the winding-up of the Co-operative, or the period for which the Co-operative has existed, whichever period is the shorter.
NOTE: This page must be signed by ALL Founder Members and a witness.

<table>
<thead>
<tr>
<th>FULL NAMES AND SURNAMES OF APPLICANTS FOR MEMBERSHIP</th>
<th>SIGNATURES OF APPLICANTS</th>
<th>SIGNATURE OF WITNESS(ES)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. ………………………………………………………..</td>
<td>1. ………………………..</td>
<td>1. ………………………..</td>
</tr>
<tr>
<td>2. ………………………………………………………..</td>
<td>2. ………………………..</td>
<td>2. ………………………..</td>
</tr>
<tr>
<td>3. ………………………………………………………..</td>
<td>3. ………………………..</td>
<td>3. ………………………..</td>
</tr>
<tr>
<td>4. ………………………………………………………..</td>
<td>4. ………………………..</td>
<td>4. ………………………..</td>
</tr>
<tr>
<td>5. ………………………………………………………..</td>
<td>5. ………………………..</td>
<td>5. ………………………..</td>
</tr>
<tr>
<td>6. ………………………………………………………..</td>
<td>6. ………………………..</td>
<td>6. ………………………..</td>
</tr>
<tr>
<td>7. ………………………………………………………..</td>
<td>7. ………………………..</td>
<td>7. ………………………..</td>
</tr>
<tr>
<td>8. ………………………………………………………..</td>
<td>8. ………………………..</td>
<td>8. ………………………..</td>
</tr>
<tr>
<td>9. ………………………………………………………..</td>
<td>9. ………………………..</td>
<td>9. ………………………..</td>
</tr>
<tr>
<td>10. ………………………………………………………..</td>
<td>10. ………………………..</td>
<td>10. ………………………..</td>
</tr>
<tr>
<td>11. ………………………………………………………..</td>
<td>11. ………………………..</td>
<td>11. ………………………..</td>
</tr>
<tr>
<td>12. ………………………………………………………..</td>
<td>12. ………………………..</td>
<td>12. ………………………..</td>
</tr>
</tbody>
</table>
INSTRUCTIONS FOR COMPLETION OF FORM

1. Write in block capital letters, typewrite or print in legible characters with deep permanent black ink and lodge one set of the documents referred to at the end of Part 1.

2. An application, which does not comply with the requirements of the Act, these regulations or the notes on this Form, may be rejected.

3. If no identity document has been issued, a written statement to this effect must be attached to the application form and the date of birth must be entered where an identity number is required.

4. Please note that the following documents are required from both Directors and Founder members. (a) Certified Copy: RSA Identity document or Passport. (b) Certified copy of birth certificate and Parental/Guardian consent (Applicable to Minor) (c) Power of Attorney (Applicable to 3rd parties)

PART 1

APPLICATION STATEMENT

We, as founder members, apply for the registration of the co-operative, particulars of which are set out below. A meeting of interested persons was held and that the attached constitution was adopted for the co-operative and that the persons whose names appear in Part 3 were elected as first directors of the co-operative.

We hereby confirm that a founders meeting was held on: __________

<table>
<thead>
<tr>
<th>1. Name of co-operative</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>CO-OPERATIVE LIMITED</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Shortened form of name</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>3. Literal translation of name</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>4. Type of co-operative</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>5. Kind of co-operative</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>6. Date of end of financial year</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>7. Province where co-operative registered office is located</th>
<th></th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>8. Main objective and description of business of co-operative</th>
<th></th>
</tr>
</thead>
</table>
### List of Founder Members of Co-operative Limited

<table>
<thead>
<tr>
<th>Full Forenames</th>
<th>Home Address of Founder Member</th>
<th>Postal Address of Founder Member</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forenames</td>
<td>STREET NO &amp; NAME</td>
<td>P.O. BOX</td>
</tr>
<tr>
<td>Surname</td>
<td>CITY/TOWN</td>
<td>CITY/TOWN</td>
</tr>
<tr>
<td>ID No.</td>
<td>CODE</td>
<td>CODE</td>
</tr>
<tr>
<td>Co-op Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reg. No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td>STREET NO &amp; NAME</td>
<td>P.O. BOX</td>
</tr>
<tr>
<td>Surname</td>
<td>CITY/TOWN</td>
<td>CITY/TOWN</td>
</tr>
<tr>
<td>ID No.</td>
<td>CODE</td>
<td>CODE</td>
</tr>
<tr>
<td>Co-op Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reg. No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td>STREET NO &amp; NAME</td>
<td>P.O. BOX</td>
</tr>
<tr>
<td>Surname</td>
<td>CITY/TOWN</td>
<td>CITY/TOWN</td>
</tr>
<tr>
<td>ID No.</td>
<td>CODE</td>
<td>CODE</td>
</tr>
<tr>
<td>Co-op Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reg. No.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td>STREET NO &amp; NAME</td>
<td>P.O. BOX</td>
</tr>
<tr>
<td>Surname</td>
<td>CITY/TOWN</td>
<td>CITY/TOWN</td>
</tr>
<tr>
<td>ID No.</td>
<td>CODE</td>
<td>CODE</td>
</tr>
<tr>
<td>Co-op Name</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reg. No.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

### Important Note

**Form of Co-operative** | **Minimum Number of Members Required for Formation of Co-operative and Type**
---|---
Primary Co-operative | 5 Natural Persons (Jurist persons may be members but not founding members)
Secondary Co-operative | 2 Primary Co-operatives (Jurist persons may be members but not founding members)
Tertiary Co-operative | 2 Secondary Co-operatives (Only secondary Co-operatives may be members)
<table>
<thead>
<tr>
<th>FULL FORENAMES, SURNAME AND DATE OF APPOINTMENT OF DIRECTOR</th>
<th>ID</th>
<th>POSTAL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Forenames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surname</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of appointment of Director YYYYMMDD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surname</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of appointment of Director YYYYMMDD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surname</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of appointment of Director YYYYMMDD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surname</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of appointment of Director YYYYMMDD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surname</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of appointment of Director YYYYMMDD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surname</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of appointment of Director YYYYMMDD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surname</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of appointment of Director YYYYMMDD</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forenames</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Surname</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of appointment of Director YYYYMMDD</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The directors listed in this return have consented to their appointment and according to their letters of consent to their appointment, none of the directors are disqualified to be directors in terms of the co-operatives Act, 2005 or the constitution of the co-operative.
<table>
<thead>
<tr>
<th>NAME OF CO-OPERATIVE</th>
<th>CO-OPERATIVE LIMITED</th>
</tr>
</thead>
</table>

Completion of paragraphs (a) and (b) is compulsory.

(a) Situation of Registered Office (Please provide street or other physical address):

(b) Postal Address:

(c) Complete if available
   1 Co-operative Tel. No
   2 Co-operative Fax No
   3 Co-operative E-mail Address
   4 Website address

Details where Registered/Rejection Application to be posted to:

Person’s Initials & Surname, Postal Address:
### STATISTICAL INFORMATION FOR PRIMARY CO-OPERATIVES

(Not compulsory but essential for planning and implementing support measures)

<table>
<thead>
<tr>
<th>Name of Co-operative</th>
<th>CO-OPERATIVE LIMITED</th>
</tr>
</thead>
</table>

Please complete the following information relating to the co-operative as accurately as possible:

1. Number of female members
2. Number of male members
3. (a) Number of members younger than 35 years  
   (b) Number of members 35 years and older
4. Number of disable persons who are members
5. (a) Number of black members  
   (b) Number of members of other races
6. Number of members who are not natural persons
7. Size of the co-operative:  
   (a) Total numbers of members as at foundation date  
   (b) Total number of current members
8. Number of persons employed by co-operative  
   (members and non-members)
The following documents are attached to this application

1. The proposed constitution of the co-operative duly signed by the minimum number of founder members (see Important Note at the end of art 2);

2. A power of attorney signed by the founder member in favour of the person signing the constitution on their behalf (only if the constitution is not signed by the member personally)

3. Form CR 5 containing particulars of the name reserved for the co-operative (only if a name has been reserved for the co-operative to be formed);

4. The prescribed fee or proof of payment thereof.

5. Certified copies of identity documents; and

6. Business Plan

6. SIGNATURES OF FOUNDER MEMBERS

(The persons who have signed the constitution as founder members must also sign this application)

<table>
<thead>
<tr>
<th>FOUNDER MEMBER</th>
<th>FOUNDER MEMBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>6</td>
</tr>
<tr>
<td>2</td>
<td>7</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>4</td>
<td>9</td>
</tr>
<tr>
<td>5</td>
<td>10</td>
</tr>
</tbody>
</table>
**REPUBLIC OF SOUTH AFRICA**
**CO-OPERATIVES ACT, 2005**
**NOTICE OF APPOINTMENT OF AUDITOR AND CONSENT TO ACT AS AUDITOR, OR RESIGNATION BY AUDITOR AND REMOVAL OF AUDITOR**

<table>
<thead>
<tr>
<th>Name of Co-operative</th>
<th>CR4</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registration No of Co-operative</td>
<td></td>
</tr>
<tr>
<td>Client Ref:</td>
<td></td>
</tr>
</tbody>
</table>

**INSTRUCTIONS FOR COMPLETION OF FORM**
Mark the applicable square (The Auditor's detail must be identical to the details that is registered with the professional body. The information provided will be verified with the applicable professional body)

**APPOINTMENT OF AUDITOR**
**CHANGE OF NAMES OF FIRMS OF AUDITORS**
**REMOVAL OF / NOT RE-APPOINTED**
**RESIGNATION OF AUDITOR**

To be completed by the auditor concerned and sent to the co-operative for lodgement with the registrar. In terms of removal, the document was be completed by the co-operative. The auditor must also attach a letter on his/her firm's official letterhead to consent to appointment. Part 3 to be completed by Co-operative if applicable.

<table>
<thead>
<tr>
<th>I.,</th>
</tr>
</thead>
</table>

**Full names and surname**

consent to my appointment as auditor of the co-operative / resign as auditor as from Y Y Y Y M M D D

<table>
<thead>
<tr>
<th>Signature of auditor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date Y Y Y Y M M D D</td>
</tr>
<tr>
<td>Profession</td>
</tr>
<tr>
<td>Professional Body where registered</td>
</tr>
<tr>
<td>Membership number</td>
</tr>
<tr>
<td>Office Address</td>
</tr>
<tr>
<td>Postal address</td>
</tr>
<tr>
<td>New name with inception date</td>
</tr>
<tr>
<td>Tel no.</td>
</tr>
</tbody>
</table>

Material irregularities was reported to the Public Accountants Board in terms of the Public Accountants and Auditors Act

<table>
<thead>
<tr>
<th>Yes</th>
<th>No</th>
<th>Date</th>
</tr>
</thead>
</table>

**Full names and surname of signatory**

Date Y Y Y Y M M D D

<table>
<thead>
<tr>
<th>Position held in co-operative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
</tr>
</tbody>
</table>

Date Y Y Y Y M M D D
REPUBLIC OF SOUTH AFRICA
CO-OPERATIVES ACT, 2008
APPLICATION FOR RESERVATION OF NAME OR TRANSLATED FORM OR SHORTENED FORM OF NAME
(Regulation 11)

Client Ref: [ ] [ ] [ ]

### PART A

<table>
<thead>
<tr>
<th>Proposed Name</th>
<th>Translated Form</th>
<th>Shortened Form</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>X</td>
<td>X</td>
</tr>
</tbody>
</table>

In order of preference

<table>
<thead>
<tr>
<th></th>
<th>For Office Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Approved</td>
</tr>
<tr>
<td>2</td>
<td>Reject</td>
</tr>
<tr>
<td>3</td>
<td>Approved</td>
</tr>
<tr>
<td>4</td>
<td>Reject</td>
</tr>
<tr>
<td>5</td>
<td>Approved</td>
</tr>
<tr>
<td>6</td>
<td>Reject</td>
</tr>
</tbody>
</table>

Reservation is valid for three months

### PART B

Is the proposed name associated with a person, co-operative or a company? If so, what is the name and number (if a co-operative or company) and the nature of the association (e.g. member, director etc)

### PART C

Main object/business of the co-operative/proposed co-operative:

Name of Applicant

Address to which form must be returned (if not lodged electronically)

Complete if available

1. Co-operative Tel. No
2. Co-operative Fax No
3. Co-operative E-mail Address
4. Website address
5. Mobile no

Preferred method of communication: E-Mail X Fax X Postal service X

Signature of applicant Date

CR5
R 50
RESOLUTION BY FOUNDING MEMBERS OF

________________________________________

TAKEN AT _____________________ ON THIS _________ DAY OF

________________________________________ 2012

________________________________________

PRESENT:

RESOLVED THAT:

1. A Co-operative be formed and registered under the name and style of ____________________________________________.

2. The Constitution circulated at this meeting be adopted as the Constitution of the Co-operative.

3. __________________________________________ are selected as the first directors of the Co-operative.

4. __________________________________________ be and is hereby approved and mandated to sign all documents on behalf of us to give effect to the aforesaid.

CERTIFIED A TRUE COPY

________________________________________

________________________________________

________________________________________
VORMS VIR AANSOEK BENODIG: (ENGLISH BELOW)

Riglyne vir die invul van die Kooperasie Vorms:

Alle dokumente moet met ’n swart pen ingevul word

VORM CR 5:

Vul ’n minimum van 3 name in van u keuse – dit is vir die naam reservering (ons stuur dit saam met die ander vorms in en wag nie tot die naam gereserveer is nie, om tyd te spaar).

Ignoreer Part B en Part C

Vul kontak details in en teken

VORM CR4:

Vul die naam van die Kooperasie in (eerste naam op die vorm CR5) en laat die vorm voltooi deur ’n ouditeur van u keuse. Alternatiewelik kan u die res van die vorm oop laat en ons kan dit laat invul deur die oudeiteure in Potchefstroom wat ons gebruik. Dit is noodsaaklik dat die oorspronklike handtekening op die dokument verskyn.

VORM CR1:

Part 1:

1. Vul in naam van Koop
2. Verkorte naam – vul enige verkorte naam in indien verkies
3. Jy kan dit uitleat
4. Type of operation - Farming
5. Kind of Co-operative : Primary
6. Date of end of Financial year: 28 Feb
7. Province: Vul in Provinsie waar plaas is
8. Main objective and description of business of co-operative: Farming

Part 2:

Vul bo-aan weer naam van die Koop

Vul in die volgende 5 blokke die volledige name en ID nommers en Adresse van al die 5 lede van die Koop.
PART 3:
Vul naam van Koop weer bo-aan in

Vul naam van ten minste 2 direkteure in (u en die lede kan dit self kies wie die direkteur(e) gaan wees).

Dit mag van die lede ook wees

PART 4:
(a, b, c, d) Vul hier die besonderhede in van die Geregistreerde kantoor – dit is die adres wat u gaan gebruik vir alle korrespondensie rondom die Kooperasie.

PART 5:
Statistical information

Vul net hier in die samestelling van al die lede van die Kooperasie in.

Vulalle lede se besonderhede in by no 1 tot 5 en laat elke lid by sy naam teken.

DOCUMENTS ATTACHED:

Heg die volgende dokumentasie aan saam met die vorms:

1. Gewaarmerkte afskrifte van die ID dokumente van al 5 lede (Bewys van verblyf (Eskom rekening of soortgelyk) van alle lede

2. Konstitusie vir die Koöperasie – volledig voltooi en deur alle lede onderteken.  
   (Dokument is aangeheg. Voltooi volledig en parafeer op elke bladsy en laat alle lede aan die einde teken.
   
   a. Bladsy 2: Vul in “farming of ...... (type of farming)
   
   b. 9.1. Vul in R 100
   
   c. 9.2. Vul in R 100
   
   d. 11.2 20% shares (aandele word gelykop verdeel tussen die aantal lede
   
   e. 12. Vul in R 1.00

3. Resolution – Gebruik die formaat van die resolusie wat ons saam met die pakkie vir julle gegee het.

4. Proof of Residence:       Gebruik die formaat wat ons aangeheg het en sit op plaas / perseel waar die lede bly as verklaring van hul permanente woonadres

Algemeen:

Sodra ons u vorms ontvang sal ons u faktureer vir R 4000 om die kostes van die stigting van die Koöperasie te dek.

Stuur bogenoemde en bewys van betaling per geregistreerde pos of spoed pos na en epos die tracking nommer deur na nicolaprisnloo@actioncoach.com
Besigheidsplan:

Om u aansoek by die DTI te kan hanteer, moet ons ‘n besigheidsplan opstel. Ons doen dit vir u presies in die formaat wat die DTI verlang sodat ons u goedkeuring kan waarborg.

Ons waarborg die goedkeuring, solank alles volgens ons riglyne en voorskrifte gedoen word.

Dit is raadsaam om onmiddellik u besigheidsplan te laat doen terwyl ons nog wag vir die registrasie van die Kooperasie, sodat ons tyd spaar.

Sodra u, u faktuur adres gee, sal ons u faktureer vir die eerste R 5 000 en dan ‘n afspraak maak om u te besoek vir u besigheids plan. Sonder betaling kan ons nie u afspraak finaliseer nie.

Ander dokumente benodig voor ons kan inhandig by die DTI:

Behalwe u Kooperasie registrasie dokumente en u Besigheidsplan, sal ons ook die volgende van u benodig:

1. Bank rekening van die Kooperasie – (U moet ‘n bank rekening oopmaak sodra u Kooperasie geregistreer is en vir ons ‘n bewys van bank rekening stuur).

2. Belasting sertifikaat van die Kooperasie.

3. Enige navrae:

Nicola Prinsloo
082 336 3107

nicolaprinsloo@actioncoach.com

REQUIRED FORMS FOR APPLICATION:

Guidelines for completing Forms of Cooperation:

ALL DOCUMENTS BE COMPLETED WITH A BLACK PEN
FORM CR 5:

Fill a minumun of 3 names of your choice - this is the name reservation (we send it along with the other forms and wait until the name is reserved, to save time).

Ignore Part B and Part C

Complete contact details and sign
FORM CR 4:
Enter the name of the Cooperation (first name on the form CR 5) and let the form completed by an auditor of your choice. Alternatively, you can leave the form blank and we will complete it by our auditors in Potchefstroom.

FORM CR1:
Part 1:
1. Fill in the name of Cooperation
2. Short name - fill in any abbreviated name if elected
3. You can leave this part open
4. Type of operation - Farming
5. Kind of Co-operative: Primary
6. Date or end of Financial year: 28 Feb
7. Province: Fill in Province where farm is situated
8. Main objective and description of business or co-operative: Farming

Part 2:
Complete name of the Coop
Fill in the next 5 blocks full names and ID numbers and addresses of all 5 members of the Coop

PART 3:
Fill in name of Coop at the top
Fill in name of at least 2 directors (and members can choose who the director(s) will be).
It may be the members

PART 4:
(A, b, c, d) Fill in the details of the Registered office - this is the address you will use for all correspondence regarding the Cooperation.

PART 5:
Statistical information
Just fill in the compilation of all the members of the Cooperation.
Fill all members’ details in at No. 1 to 5 and allow each member to sign his name.

DOCUMENTS Attached:
Attach the following documents with the forms:
1. Certified copies of the ID documents of all 5 members (Proof of residence (Eskom account or equivalent) of all members
2. Constitution for the Co - completed and signed by all members. (Document is attached. Fully complete and sign each page and allow all members to sign the order.
a. Page 2: fill in “farming or ... (Type or farming)
b. 9.1. Complete R 100
c. 9.2. Complete R 100
d. 11.2 20% shares (shares are divided equally between the number of members)
e. 12. Fill in R 1.00

3. Resolution - Using the format of the resolution given us with the package for you.
4. Proof or Residence: Use the format attached and put us on the farm / property where the members remain as declaration of their permanent residence
General:

Once we receive your forms we will invoice you for R 4000 to cover costs of the establishment of the Cooperative.
Send proof of payment by registered post or speed post and email the tracking number to nicolaprinsloo@actioncoach.com

Life Well Lived Acacemy cc t/a Forever Farming
PO Box 19538, North Bridge, 2522
Or deliver to:
72 Steve Biko Avenue, Potchefstroom

Business Plan:
To deal with your application to the DTI, we need a business plan. We do it for you exactly in the format required by the DTI so that we can guarantee your approval.
We guarantee approval, as long as everything is done according to our guidelines and directives.
It is advisable to have your business plan done immediately while we wait for the registration of Cooperation, so we save time.
Once you have your billing address, we will invoice you for the first R 5 000 and then make an appointment to visit you for your business plan. Without money we cannot finalize your appointment.

Other documents needed before we can submit to the DTI:

Except your Cooperation registration documents and your Business Plan, we will also need the following:
1. Bank account of Cooperation (You must open a bank account when you registered Cooperation and send us a proof of bank account).
2. Tax certificate of Cooperation.

Nicola Prinsloo
082 336 3107
nicolaprinsloo@actioncoach.com
6 July 2012

TO WHOM IT MAY CONCERN

NAME: ______________________ ID: ______________________

Hiermee wens ons te bevestig volgens inligting tot ons beskikking, dat bogenoemde persoon se adres is:

We hereby wish to confirm that the above persons residential address is as follows:

……………………………………
……………………………………
……………………………………
……………………………………

Ons vertrou u vind dit so in orde.
We trust this meets with your approval

……………………………………
Signature
……………………………………
NAME IN PRINT