



Harley Owners Group®

ROC Chapter #8618 South Africa Constitution

The accepted constitution of the H.O.G.® ROC Chapter
Adopted at the 2021 AGM.

Preamble

The Harley Owners Group® (H.O.G.®) is an organization founded and sponsored by Harley-Davidson® Motor Company. H.O.G.® was established to offer motorcycling benefits and services to Harley-Davidson® enthusiasts throughout the world and to develop a close relationship between the Harley-Davidson® rider, the Harley-Davidson® Dealer and Harley-Davidson® Motor Company.

Article I - Name

The name of the Chapter is Harley Owners Group®, ROC Chapter, South Africa, hereinafter referred to as "The Chapter". H.O.G.® ROC is an independent Chapter affiliated to the Harley Owners Group®. This Chapter was registered with, and duly authorised by H.O.G.® Europe on 1 July 2020 to operate as an official Chapter of H.O.G.®, as sponsored by the ROC H-D® Dealership.

Purpose

The purpose of the Chapter is:

1. To bring members together for the common interest of promoting responsible, non-political, family orientated, safe riding of Harley-Davidson® motorcycles.
2. To promote events and encourage participation in H.O.G.® activities.
3. To make donations for such charitable, educational or other purposes as the Chapter Committee may decide.
4. To do such lawful things that are in the interest of the Chapter and its members and which are not inconsistent with the objects and purpose of the Chapter and/or this Constitution.
5. To provide benefits for the members of the Chapter.
6. To ensure the scheduling of an annual program of events, activities and publications adding value to H.O.G.® membership.

Article II – Sponsorship

1. The authorised ROC Harley-Davidson® Dealership sponsors the Chapter.
2. The sponsoring dealer will ensure that the Chapter conducts its operations and activities in accordance with the International Harley-Davidson® dealership standards, this constitution and H.O.G.® operating policies including those of the Annual Charter.
3. The sponsoring dealer must approve the content of all Chapter publications.
4. The sponsoring dealer shall have authority over matters pertaining to membership.

Article III - Membership and Term of Relationship

On application and after payment of the prescribed fee, a member's affiliation with the Chapter shall be for a one-year term and shall be subject to the payment of an annual renewal fee to the Chapter. Membership shall be available only to H.O.G.® members in good standing.

Article IV – Status of the Chapter

1. The H.O.G.® ROC Chapter, South Africa shall be a non-profit organization.
2. The property and other assets of the Chapter shall vest in the Chapter, which shall hold such assets distinct from the individual members, and the individual members shall have no rights in or to any property or any other assets of the Chapter.
3. Any obligations incurred by or for or on behalf of the Chapter shall be incurred by the Chapter itself and to the exclusion of the individual members.
4. Under no circumstances shall the assets of the Chapter or any part thereof, be distributed to members in the form of a dividend or a share or profits. In the event of the Chapter being dissolved the remaining funds or assets shall be given to or transferred to other organizations with objectives similar to those of the Chapter.
5. Funds available for investment may only be invested with registered financial institutions.
6. The Chapter shall adhere to the Annual Charter and all H.O.G.® Operating Policies.

Article V – Officers

1. The members serving on committees of the Chapter, in conjunction with the sponsoring dealer, shall from time to time elect a Director, Assistant Director/s, Treasurer, Membership Officer and Chapter Secretary. These officers will constitute the Primary Officers of the Chapter Committee and will meet at least bi-monthly. The election of the Primary Officers shall be done prior to the Annual General Meeting (AGM) and the names of the Primary Officers so elected shall be communicated to the members at the AGM.
2. At the discretion of the Executive Committee, the immediate past Director may serve as an ordinary member on the newly elected Executive Committee to ensure continuity.
3. The ROC Harley-®Davidson Sponsoring Dealer shall serve as a member on the Executive Committee and shall be particularly involved in policy making and disciplinary matters.
4. The Ladies of Harley® Officer shall be appointed by the Executive Committee and the H.O.G.® Marshals Group shall convene its Annual General Meeting and elect Road Captains within 30 days

of the Chapter AGM.

5. Job descriptions

5.1 The duties and responsibilities of the Primary Officers shall be as follows:

5.1.1 **Director:** The Director shall uphold this Charter and the chapter by-laws, conduct chapter meetings and coordinate chapter officer responsibilities.

5.1.2 **Assistant Director/s:** The Assistant Director shall assist the Director in carrying out the Director's duties. The Assistant Director shall also be responsible for promoting membership, membership orientation, membership retention, and keeping the chapter members informed of H.O.G.® programs.

5.1.3 **Treasurer:** The Treasurer shall be responsible for the collection and disbursement of chapter funds, reporting the financial transactions to the membership on a monthly basis, submitting an annual financial report to H.O.G.®, compliance with all revenue recording and reporting requirements.

5.1.4 **Chapter Secretary:** Secretary shall be responsible for the administrative needs of the chapter, keeping the minutes of chapter annual business meetings and general meetings, submitting to H.O.G.® the H.O.G.® Chapter Charter Application and any other reports as required by H.O.G.® Further, the Secretary shall ensure that all insurance requirements are met (including participant signatures to required release forms), shall ensure preparation of injury report forms, timely submission of injury report forms to the appropriate insurance company and shall be responsible for the maintenance and storage of release forms and injury reports.

5.1.5 **Membership Officer:** The Membership Officer ensures that all Chapter Members are current HOG members, having on file a signed copy of the Annual Chapter Membership Enrolment Form and Release of each member as signed on an annual basis. Coordinate new member recruitment and orientation. Respond to queries from members. Ensures constant communication to members of events and activities. Development of Newsletter. Management of Ride 365 programme. Provide monthly membership reports to Director.

5.2 The duties and responsibilities of the discretionary officers shall be as follows:

5.2.1 **Activities Officer:** The Activities Officer shall be responsible for the administration of chapter events.

5.2.2 **Ladies of Harley® Officer:** The LOH® Officer shall be responsible for encouraging women members to take an active part in chapter activities and subject to the LOH® Officer meeting the necessary criteria to be appointed as a Road Captain, she shall also serve as a Road Captain of LOH® rides.

5.2.3 **Road Captain:** The Road Captain(s) shall be responsible for assisting in the planning of routes for chapter rides and keeping the chapter informed of all H.O.G.® programs. The Road Captain shall be responsible for the Chapter rides, commands and controls all members in group rides. He or she informs members of any hand signals to be used in group rides, assists in obtaining signed release forms for rides and is in charge and acts as chairman of the Chapters' marshals.

5.2.4 **Editor:** The Editor shall be responsible for assembling and organizing written, oral (broadcast) and electronic material for chapter publications such as

newsletters and press releases. All chapter publications, whether written, oral (broadcast) or electronic, shall be subject to approval by the sponsoring dealer prior to publication.

- 5.2.5 **Safety Officer:** The Safety Officer shall be responsible for providing chapter members with information relating to the availability of rider training and subject to the Safety Officer meeting the necessary criteria to be appointed as a Road Captain, he or she shall also serve as a Road Captain in respect of the Pack Rider Training rides.
 - 5.2.6 **Training Officer:** The Training Officer shall assist the Safety officer in the facilitation of Pack Rider Training and Safe Riding Skills Training and the development of training courses for the chapter members.
 - 5.2.7 **Photographer:** The Photographer shall be responsible for obtaining and organizing chapter photographs for use in chapter publications and chapter history albums.
 - 5.2.8 **Historian:** The Historian shall be responsible for the preparation and maintenance of a written account of the history of the chapter, to include officer positions, chapter activities and membership levels.
 - 5.2.9 **Assistant Membership Officer:** The Assistant Membership Officer(s) shall assist the Membership Officer with delegated duties as seen fit by the Membership Officer within his/hers jurisdiction.
 - 5.2.10 **Webmaster:** The Webmaster shall be responsible for assembling and organizing material for the Chapter Web site and seeking approval from the sponsoring dealer prior to publication.
- 5.3 Subject to the approval of the Executive Committee, any officer may delegate any of his or her duties to another person, but shall stay accountable for the successful execution of that duty.
- 5.4 All Executive Committee members and discretionary officers will form part of the Chapter Committee.

Article VI – Membership

1. Only paid-up members of H.O.G.® may join the Chapter. An expired membership of H.O.G.® automatically terminates local membership and any associated memberships.
2. Membership may be suspended for a period, or terminated if the H.O.G.® ROC disciplinary Committee (as constituted in By-Law 10), and after a hearing as prescribed in the Chapter by-laws, determines that a member's conduct is undesirable or contrary to the Chapter's interest.
3. Classes of Membership
 - 3.1 **Full member:** A person shall be a full member who owns and rides a Harley-Davidson® Motorcycle, after paying the appropriate fees on acceptance of his membership application. Every member shall have one (1) vote at the AGM.
 - 3.2 **Life Membership:** Life members shall have one (1) vote at the AGM. Any Full Member may become a life member by the payment of a life member fee.
 - 3.3 **Associate Members:** Those who are partners to Full members and who have paid the prescribed fees and reduced annual subscription as determined by the H.O.G.® Committee

from time to time. Associate members shall enjoy all the privileges of Full members including the right to one (1) vote at the AGM.

- 3.4 **Honorary Membership:** Honorary Membership may be awarded at the discretion of the H.O.G.® Chapter Committee and such person shall become a Full member. Chapter fees will not be paid but H.O.G.® fees must be paid. Such Honorary Membership shall be ratified at the AGM.
4. All memberships will automatically be renewed annually, unless a member gives notice of termination or a person's membership is terminated in terms of the provisions of this clause. Membership of the chapter is subject to the member being in good standing with H.O.G.®
5. In order to suspend or terminate membership in the chapter, the Sponsoring Dealer or Committee Member authorised thereto in the Bylaws, must do the following:
- 5.1 Notify the member in writing of the cancellation of his/her chapter membership. Give the reason for the cancellation in clear, concise terms;
 - 5.2 Refund the member's chapter dues for the year; and
 - 5.3 Send a copy of the cancellation letter to the H.O.G.® manager.

Article VII - Dues / Annual Subscription

1. The Chapter is an association not for gain and the H.O.G.® Committee, in consultation with the Sponsoring Dealer, shall establish and publish dues to be utilized solely to reimburse the cost of Chapter administration and other authorised Chapter business.
2. The Chapter will conduct legitimate fund-raising activities or outsource such activities to assist in paying or reimbursing Chapter operating expenses. All such fund-raising activity shall be subject to approval by the Sponsoring dealer.
3. Annual chapter membership dues may not exceed those published on an annual basis by H.O.G.® Europe.

Article VIII – Activities

1. The Chapter events and activities are the sole responsibility of the Chapter. These events and activities may include any family-orientated, safe activities that promote a positive image of the sport of Harley-Davidson® motorcycling and which will appeal to the Chapter membership.
2. A Chapter should specify whether events are 'open' or 'closed' or 'members only'.
 - 2.1 **Closed Events** are those chapter events that are open to chapter members and one guest per member.
 - 2.2 **Member events** are events that are open only to H.O.G.® members.
 - 2.3 **Open events** are those chapter events that are open to chapter members, international H.O.G.® members and other guests as desired.

Article IX – Publications / Communication

All material published by H.O.G.® ROC will include the official name and number. If, at any time H.O.G.® determines with good reason that a publication is incompatible with the family-orientated, non-political philosophies and/or objectives of H.O.G.®, H.O.G.® may recall such publication. A copy of all publications of any type must be sent to the H.O.G.® office for approval as stated above. All publications or communications must be ratified by the Sponsoring Dealer prior to publication.

Article X - Trademark License

1. The trademarks H.O.G.®, HOG®, HARLEY OWNERS GROUP®, L.O.H.®, LADIES OF HARLEY® and the H.O.G.® logos (the “H.O.G.® Trademarks”) are among the many trademarks of Harley-Davidson® Motor Company. These H.O.G.® Trademarks may not be altered in any way and cannot be used in combination with any other words or graphics without prior approval.
2. The issuance or renewal of the Annual Charter for the H.O.G.® ROC Chapter shall constitute a limited license to use the H.O.G.® Trademarks for the term of this Annual Charter for H.O.G.® Chapters.
3. The Chartered H.O.G.® Chapter’s license to use the H.O.G.® Trademarks is limited to use in conjunction with the official Chapter name and use in conjunction with material relating to Chapter activities.
4. Chapters must obtain approval from H.O.G.® Europe prior to using H.O.G.® Trademarks on any material other than publications.
5. H.O.G.® or Harley-Davidson® Europe may, at its sole discretion, terminate the Chapter ‘s limited license to use the H.O.G.® Trademarks at any time upon thirty (30) days’ notice in writing, and the Chapter will immediately terminate all use of the marks when the notice becomes effective.
6. The H.O.G.® ROC Chapter shall provide such assistance as may reasonably be requested by Harley-Davidson® Motor Company to protect the H.O.G.® Trademarks in the locality of its operations.

Article XI – By-Laws

1. The Executive Committee, in consultation with the sponsoring dealer shall make and publish by-laws that will serve as the standing operational procedures for the Chapter. By-laws must be made available to all Chapter members and be communicated at the AGM or a special general meeting called for this purpose.
2. The Chapter by-laws shall not replace, supersede or be in conflict with the H.O.G.® International Charter.
3. These By-Laws, once accepted and published, can only be amended at the AGM or by a Special General Meeting constituted in terms of By-Law Section 9.
4. Notice of a Special General Meeting to amend the by-laws must be given 14 (fourteen) calendar days in advance, to include an agenda and written notification of the amendment/s and motivations to be tabled at the special general meeting.

Article XII – Constitution Acceptance and Amendments

Any amendments to this Constitution, duly motivated, can only be made by a two third majority vote cast in favour of such amendments, at a consecutive Chapter AGM. Any such amendments to the Constitution shall be effective immediately upon adoption by the members at the AGM. This constitution may be amended by H.O.G.® if in conflict with national and local laws.

Article XIII – Disbursement of Funds

In the event of dissolution or final liquidation of the Chapter, all of the remaining funds and property of the Chapter shall, after paying or making provision for the payment of all of the liabilities and obligations of the Chapter and for necessary expenses thereof, be distributed as contemplated in Article IV (4). In no event shall any of such assets or property be distributed to any member of the Chapter.

Article XIV – Disclaimer

While the Chapter may be affiliated with H.O.G.®, it remains a separate, independent entity responsible for its actions. All Harley Owners Group® members and their guest(s) participate voluntarily and at their own risk in H.O.G.® and Chapter activities. The sponsoring dealer, H.O.G.® and Harley-Davidson® Motor Company, its subsidiaries and distributors and local Chapter officers are and shall be released and held harmless by the member for any injury or loss to the member or any of their guests to his or her property which may result from participation in H.O.G.® and the Chapter activities. For avoidance of doubt, every member of the Chapter and their guest(s) waive any claim that they may have in respect of any loss, of whatever nature against the sponsoring dealer, H.O.G.®, Harley-Davidson® Motor Company, its distributors and its subsidiaries, the Chapter and their respective agents and employees. Every member and guest participating in any Chapter event must sign an indemnity form.

Article XV – Applicable Laws

If any part of this Constitution should be invalid for any reason whatsoever under any national or local laws having jurisdiction over the subject matter of this Constitution, then that part shall be considered deleted from this constitution and the rest of this Constitution shall remain valid and in full force and effect.

Article XVI – Termination of Sponsorship

1. Prior to the sponsoring dealer taking the required steps for termination of sponsorship, such sponsoring dealer must call a meeting of the Executive Committee in order to afford such committee a reasonable opportunity to make submissions to the sponsoring dealer as to why termination of sponsorship should not be implemented.
2. The sponsoring dealer shall inform the H.O.G.® Manager of the sponsoring dealer's intent to cancel or terminate sponsorship fifteen days after such meeting contemplated in paragraph 1 above. Furthermore, the sponsoring dealer must provide the Chapter with written notice for termination or rescission of sponsorship. Such notice shall be afforded by E-mail or facsimile transmission to the H.O.G.® office and Director.
3. The sponsoring dealer shall provide the Chapter with written notice that sponsorship is terminated or rescinded, setting forth the reasons for termination or cancellation. The notice shall be effective 15 (fifteen) days subsequent to date of delivery of the notice. A copy of the sponsoring dealer's written notice to the Chapter membership shall be sent to the International H.O.G.® Manager.
4. Any subsequent application by a group proposed to be sponsored by the former sponsoring dealer shall not be considered for acceptance for a minimum period of three months following the sponsoring dealer's termination or rescission of the dealer's sponsorship of the former Chapter.