

**CONSTITUTION OF THE NATIONAL EMPLOYERS' ASSOCIATION OF SOUTH AFRICA
(NEASA)**

1. NAME AND ADDRESS

The name of the Association shall be the National Employers' Association of South Africa (NEASA).

2. DEFINITION

Any expression used in this constitution which is defined in the Labour Relations Act, 1995 (as amended), shall, unless the contrary intention appears, have the same meaning as in that Act.

3. STATUS AND OBJECTS

3.1. The National Employers' Association of South Africa (NEASA) shall be an association not for gain.

3.2. The objects of the Association shall be:

- (a) to regulate relations between members and their employees and to protect and further the interest of members in relation to their employees;
- (b) to promote the interests of members in general;
- (c) to facilitate settlement of disputes between members and their employees through dialogue and by means of conciliation, mediation, arbitration or litigation;
- (d) to promote, support or oppose, as may be deemed expedient, any proposed legislative or other measures and/or actions affecting the interest of members;
- (e) to provide, when deemed necessary, assistance to members on matters affecting the relationship between themselves and their employees, including disputes and proceedings before any authority with resolute powers, and which assistance may include retaining the services and advice of appropriate experts, consultants or legal advisors/specialists as may be appropriate to the issue concerned;
- (f) to co-operate with associations of employers and or employees to deal with matters which affect members;
- (g) to acquire, either by purchase, or otherwise, any movable or immovable property, and also to sell, let, mortgage or otherwise deal with assets belonging to the Association or use such property for other purposes as the members may approve;
- (h) to establish and administer funds for the benefits of its members and their dependants;
- (i) to borrow, invest, lend, subscribe or donate money for the furtherance of the objects of the Association;
- (j) to use every legitimate means to induce all persons who are eligible for membership to become members;
- (k) to affiliate with and participate in the affairs of any international employers' association or the International Labour Organisation (ILO); and

- (l) to do such other lawful things as may appear to be in the interests of the Association or its members and which are not inconsistent with the objects or any matter specifically provided for in this constitution.

4. MEMBERSHIP

- 4.1. Any employer in the Republic of South Africa shall be eligible for membership of the Association.
- 4.2. Applications for membership shall be lodged in writing with the Chief Executive and shall be accompanied by the prescribed entrance fee and subscription in each case.
- 4.3. Applications for membership shall be considered by the Executive Committee, within six months of receipt thereof by the Chief Executive. Any subscription paid shall be refunded to the applicant in the event of rejection of the application.
- 4.4. If admission to membership is refused by the Executive Committee, the applicant concerned shall be notified by the Chief Executive and shall have the right of appeal to the next General Meeting of the Association. The Appeal shall be lodged in writing with the Chief Executive at least 14 days before the date of the next General Meeting. The General Meeting shall have the power to confirm or overturn the decision of the Executive Committee.
- 4.5. Every member shall notify the Chief Executive, in writing, of his contact details, and changes thereof within fourteen days of the date on which the change took place.
- 4.6. A member who has resigned or been expelled from the Association may be readmitted as a member on such conditions as the Executive Committee may determine.
- 4.7. Only one representative of a firm, partnership or company which is a member of the Association shall be entitled to vote on its behalf at meetings of the Association or in ballots conducted by the Association.

5. SUBSCRIPTIONS

- 5.1. An entrance fee not exceeding R5 000 shall be paid to the Association on application for membership. The Executive Committee may, in extraordinary circumstances, exempt an employer from the payment of an entrance fee.
- 5.2. A subscription not exceeding R10 000 per annum per individual employer in the case of associated membership, or, in the case where subscriptions are calculated on the basis of the number of employees employed by the employer, not exceeding R6 000 per employee per annum, shall be

payable by each member of the Association. The Executive Committee may exempt an employer, partially or in full, from the payment of subscriptions for a period not exceeding 6 months.

6. MEETINGS

GENERAL MEETINGS

- 6.1. A General Meeting of the Association shall ordinarily be held as decided by the Executive Committee. Special General Meetings shall be called whenever requested by a majority of the Executive Committee or upon a requisition signed by not less than 25 percent of members of the Association in good standing.
- 6.2. Notices of General Meetings showing the business to be transacted thereat shall be given to members in writing by the Chief Executive not less than 14 days before the date of such meetings, provided that in the case of Special General Meetings shorter written notice, being not less than 24 hours, as may be decided by the Chairperson, may be given.
- 6.3. The General Meeting of the Association shall be held not later than the month of August of every third year.
- 6.4. All matters on which this constitution is silent shall be decided on motion by a majority vote of the members present at a General Meeting.

EXECUTIVE COMMITTEE

- 6.5. The Executive Committee shall ordinarily meet at least once per annum on a date to be fixed by the Chairperson. Special meetings of the Executive Committee shall be called by the Chairperson whenever he deems it advisable or upon a request signed by not less than three members of the Committee, in which event the meeting shall be called within 14 days of receipt of the request by the Chairperson.
- 6.6. Members of the Executive Committee shall be notified in writing of the time and place of meetings of the Committee by the Chief Executive at least 7 days before the dates of such meetings, provided that shorter notice being not less than 24 hours may, in the discretion of the Chairperson, be given in respect of special meetings. To every notice of meetings an agenda shall be attached. All matters for consideration by the Executive Committee shall be decided on motion duly seconded and voted upon by show of hands.

QUORUMS

- 6.7. The quorum for a general meeting shall be 5 percent of the members in good standing and the quorum for an Executive Committee meeting shall be a majority of the members of the committee. If within 15 minutes of the time fixed for a meeting of the Executive Committee of the Association a quorum is not present, the meeting shall stand adjourned to the same day of the week following, and if that day is a public holiday, then to the next succeeding working day, at the same time and place. At such adjourned meeting of which written notice shall be given, the members present shall form a quorum. If within 15 minutes of the time fixed for a General Meeting a quorum is not present, the meeting shall stand adjourned for thirty minutes. When the meeting resumes after the thirty-minute period, the members present shall form a quorum. Each member or his representative shall have one vote only at general meetings or in ballots conducted by the Association.
- 6.8. If between meetings of the Executive Committee or General Meeting any question arises that is of extreme urgency and can be answered by a simple "yes" or "no", the Chairperson may authorise a vote of the members of the Association or of the Executive Committee to be taken by electronic mail and shall take action according to the decision of the members who have voted.
- 6.9. At every General Meeting the minutes of the last preceding meeting shall be read by the Chief Executive and signed by the Presiding Officer after confirmation. Minutes of meetings of the Executive Committee shall be similarly dealt with by that body.
- 6.10. The proceedings of any meeting shall not be invalidated by reason of the nonreceipt by any member of the notice of the meeting providing that the notice has been sent to the last address provided by the member.
- 6.11. The Chief Executive of the Association, or a person appointed by him/her, shall keep minutes of all of the meetings of the Executive Committee and of all other meetings of the Association.

7. DUTIES OF THE GENERAL MEETING

- 7.1. The General Meeting shall have the following duties:
- 7.1.1 elect the office bearers who shall form the Executive Committee of the Association;
 - 7.1.2 determine the authority and duties of the Executive Committee;
 - 7.1.3 ratify all financial statements approved by the Executive Committee since the last General Meeting;
 - 7.1.4 amend the constitution of the Association as required subject to clause 16.2; and
 - 7.1.4 determine the general strategic direction of the Association.

8. EXECUTIVE COMMITTEE

- 8.1. The management of the affairs of the Association between General Meetings shall be vested in an Executive Committee consisting of the Chairperson, the Vice Chairperson and three other members of the Association who shall be elected at the General Meeting of the Association on nomination duly seconded and voted upon by show of hands. They shall, subject to the provisions of clause 8(3), hold office until the next General Meeting and shall be eligible for re-election on termination of their period of office. The Chairperson and Vice Chairperson of the Executive Committee shall ipso facto be Chairperson and Vice Chairperson of the Association.
- 8.2. Vacancies occurring on the Executive Committee shall be filled at the first ensuing General Meeting on nomination duly voted upon by show of hands. Where a vacancy occurs subsequent to the date on which the notice of that meeting was issued it shall be filled at the ensuing General Meeting. For the period preceding the next General Meeting, a member will be appointed to fill the vacancy by way of nomination by the remaining members of the Executive Committee and balloting of members, in terms of clause 12(3), on such nomination. A member appointed to fill a vacancy shall, subject to the provisions of clause 8(3), hold office for the unexpired portion of the period of office of his predecessor.
- 8.3. A member of the Executive Committee shall vacate his seat in any one of the following circumstances:
- (a) on resignation, suspension or expulsion from membership of the Association;
 - (b) on absenting himself without permission of the Executive Committee from three consecutive General Meetings or meetings of the Executive Committee;
 - (c) on ceasing to be in good standing; and/or
 - (d) on resigning as a member of the Committee by giving one month written notice to the Chief Executive.
- 8.4. The Executive Committee shall, subject to the general direction and control of General Meetings, and to the provisions of this constitution, have power —
- (a) to appoint from time to time such sub-committees as it may deem fit for the purpose of investigating and reporting on any matter referred to them by the Executive Committee;
 - (b) to admit or refuse to admit persons to membership of the Association, to fix the conditions under which former members of the Association may be re-admitted to membership, and to suspend, fine or expel a member for a cause appearing to be sufficient reason to a majority of the Executive Committee;
 - (c) to institute legal proceedings on behalf of or to defend proceedings against the Association;
 - (d) to acquire, either by purchase, lease or otherwise, any movable or immovable property on behalf of the Association and to sell, let, mortgage or otherwise deal with or dispose of any movable or immovable property belonging to the Association;

- (e) to deal with disputes between members and their employees and to endeavour to settle disputes;
- (f) to make and enforce bye-laws relating to procedural, administrative and disciplinary matters which are not inconsistent with the provisions of this constitution, the Labour Relations Act, 1995 (as amended), or any other law;
- (g) to appoint or dismiss a Chief Executive and other employees and/or the officials of the Association and to fix his/her conditions of employment and define his/her duties;
- (h) to establish a policy with regard to the service to members;
- (i) to amend the constitution subject to the provisions of clause 16.1;
- (j) to do such other lawful things as, in the opinion of the Executive Committee, appear to be in the interest of the Association and which are not inconsistent with the objects set out in clause 3 or any other matter specifically provided in this constitution; and
- (k) to delegate any of its powers, as set out in clause 8.4 to the Chief Executive or any other official of the Association as it deems fit, with the exception of amendments to the constitution.

9. OFFICE-BEARERS AND OFFICIALS

OFFICE BEARERS

9.1. CHAIRPERSON

It shall be the duty of the Chairperson to preside over all meetings at which he/she is present, enforce observance of the constitution of the Association, sign minutes of meetings after confirmation and generally exercise supervision over the affairs of the Association and perform such other duties as by such usage and custom pertain to his/her office. He/she shall not have a deliberative vote, but shall, in the event of equality of voting, have a casting vote.

9.2. VICE CHAIRPERSON

The duty of Vice Chairperson shall be to exercise the powers and perform the duties of the Chairperson in the absence of the latter.

OFFICIALS

9.3. CHIEF EXECUTIVE

- i. The Chief Executive, who shall be appointed by the Executive Committee, may resign by giving one month's notice in writing to the Executive Committee and his or her services may be terminated by the Committee for any reason recognised by law.
- ii. The duties of the Chief Executive shall, in accordance with section 98 of the Labour Relations Act, 1995 (as amended), be to keep proper books of account in such form as may be prescribed by the Executive Committee; receive requests for meetings; issue notices of meetings; attend all meetings and record minutes of the proceedings; keep a register of members, record therein every member's address, date of enrolment, entrance fee paid and, in respect of every month,

the subscriptions and any levies and fines paid by such members, and in the event of the resignation or expulsion of a member, the date thereof; collect entrance fees, subscriptions, fines and levies; submit reports with regard to the financial position of the Association to the Executive Committee and perform such other duties as the Executive Committee or a general meeting may direct. He/she shall attend all meetings of the Executive Committee and all general meetings but shall have no voting power.

- iii. The Chief Executive shall also take the necessary steps to ensure that the requirements of sections 98, 99 and 100 of the Labour Relations Act, 1995 (as amended), are complied with.
- iv. An interim Chief Executive may be appointed by the Executive Committee on the same basis and with the same duties as a Chief Executive and any reference in this constitution to a Chief Executive shall include an interim Chief Executive.

9.4. ORGANISERS

Organisers may be appointed by the Chief Executive and may resign on giving four weeks' notice in writing to the Chief Executive and his/her service may be terminated by the Chief Executive for any reason recognised in law. The main function of organisers will be to enrol members.

9.5. LEGAL ADVISORS

Legal Advisors, whom shall be officials of the Association, shall be appointed on such basis and conditions as mutually agreed upon. Legal advisors will be tasked to deal with industrial relations matters on behalf of members and will also represent members on all dispute resolution forums, as well as any other duties ancillary thereto.

10. ACCOUNTING AND AUDITING

- 10.1. The funds of the Association shall be applied to the payment of expenses, the acquisition of property, the attainment of the objects set forth in clause 3 and such other purposes as may be decided upon by the Executive Committee or by members voting by ballot for the attainment of the said objects.
- 10.2. The Executive Committee may, at any time, with the view to securing funds for any particular purpose falling within any of the objects specified in clause 3, impose a levy not exceeding 20 percent of the annual subscription during any period of twelve months on each member (or each member within a specified sector), or a pro-rata levy per month on each member (or each member within a specified sector), for a period not exceeding twelve months.
- 10.3. A balance sheet and a statement of income and expenditure in respect of each year ending February shall be audited by a public accountant appointed by the Executive Committee. Such accountant shall be appointed from amongst persons other than the members of the Executive Committee or the office bearers and officials of the Association. True copies of the audited balance sheet and statement

of income and expenditure for each year and of the auditors' report thereon shall be available at the Association's office for inspection by members who shall be entitled to make copies thereof or to take extracts there from. The Chief Executive will provide the Registrar with a certified copy of that report and of the financial statements as required by the Labour Relations Act, 1995 (as amended).

10.4. A member, who resigns or is expelled from membership, shall have no claim on the funds of the Association as and from the date on which the resignation or expulsion takes place.

10.5. The financial year end of the Association will be end of February.

11. REPRESENTATION AT BARGAINING- AND STATUTORY COUNCILS

11.1. Following consultation with the relevant membership, the Executive Committee may, at any time, decide that the Association shall become a party to a Bargaining or Statutory Council in terms of the Labour Relations Act, 1995.

11.2. Representatives and their alternates on any such council(s) may be appointed by the Executive Committee, following consultation with the relevant membership in this regard and the appointed representatives and alternates shall be from the ranks of the Association's legal advisors and members within the particular sector.

11.3. Representatives on a bargaining council or a statutory council may be removed by the Executive Committee or may resign by giving one months' notice to the Executive Committee or such notice as may be prescribed in the constitution of the relevant bargaining- or statutory council.

11.4. In the event of the resignation, death or removal of a representative by the Executive Committee, the vacancy shall be filled by his/her alternate pending appointment of a new representative by the Executive Committee.

11.5. Representatives shall have, subject to a mandate from the relevant members and approval of the Chief Executive, full authority to enter into agreements on behalf of the Association, and such agreements shall not be subject to ratification by the Executive Committee or a General Meeting.

12. BALLOTS

12.1. A ballot on any matter shall be taken if a General Meeting or the Executive Committee so decides, and shall also be taken:-

- (a) if demanded in writing by not less than 25 percent of the members of the Association in good standing, or
- (b) on any proposal to declare or take part in a national lock-out.

12.2. A ballot includes any system of voting which is recorded in secret.

12.3. Ballots at a General Meeting shall be conducted in the following manner: -

- (a) Notice of a ballot shall be given to each member of the Association in writing by the Chief Executive, at least three days before the ballot is to be taken, provided that a ballot may be taken without notice at any General Meeting on the decision of a majority of the members present.
- (b) Two scrutineers shall be appointed by the Executive Committee or a General Meeting to supervise any ballot and to ascertain the result thereof.
- (c) Except in the case of electronic ballots, ballots shall be conducted at the place, on the date and during the hours as may be specified in the notice referred to in paragraph (a) of this sub-clause.
- (d) Ballot papers shall be provided by the Chief Executive. The issue to be voted upon shall be set forth clearly on the ballot papers and such papers shall not contain any information by means of which it will be possible to identify the voter.
- (e) One ballot paper only shall be issued on demand at the place and during the hours fixed for the taking of the ballot, to each member who is entitled to vote.
- (f) Each voter shall, in the presence of the scrutineers, be issued with one ballot paper which he/she shall thereupon complete, fold and deposit in a ballot box provided for the purpose.
- (g) Ballot papers shall not be signed or marked in any way apart from the mark required to be made by a member in recording his/her vote. Papers bearing any other marks shall be regarded as spoilt and shall not be counted.
- (h) On completion of a ballot or as soon as possible thereafter, the result thereof shall be ascertained by the scrutineers in the presence of the Chief Executive and made known to the Executive Committee. In the event of elections, the required number of candidates receiving the highest number of votes shall be declared elected.
- (i) Ballot boxes shall be inspected by the scrutineers and sealed by the Chief Executive in their presence prior to the issue of ballot papers.
- (j) Ballot papers, including spoilt papers, shall be placed in a container which shall be sealed after having been counted and retained by the Chief Executive for not less than three (3) years.

ELECTRONIC BALLOTS

12.4. A General Meeting or the Executive Committee may decide that an electronic ballot of members shall be taken in which event the ballot shall be conducted in the following manner:-

- (a) The Chief Executive shall send a ballot by electronic mail to each member of the Association or in the case of sector specific issues to each member within that sector.
- (b) The outcome of the ballot will be calculated by an automated system which will not disclose the identity of members voting but only the vote cast.

- (c) The provisions of paragraph (a), (d) (h) and (j), with the required contextual changes, of sub-clause (12.3) shall mutatis mutandis apply in the case of an electronic ballot.
- (d) The Executive Committee shall be bound to take action according to the decision of a majority of the members voting in a ballot.

LOCK-OUT BALLOT

- 12.5 A lock-out ballot includes any system of voting which is recorded in secret.

NOTICE

- 12.6 Reasonable notice must be given to members of the holding of a ballot. Notice may be given to employers by direct communication, including emails or SMS, or by the display of notices at the employers' organisation's offices. While there is no fixed standard, a period of 3 (three) days would generally be considered to be reasonable notice.
- 12.7 The notice must specify the time and the place of the ballot.

BALLOT PAPERS

- 12.8 The question that is the subject of the ballot must be clearly phrased and must be consistent with the terms of the dispute referral.
- 12.9 Ballot papers must be prepared in accordance with any applicable provisions as contained herein.
- 12.10 Ballots must not contain any information that would make it possible to identify voters.

VOTERS' ROLL

- 12.11 A ballot must be conducted in terms of a voters' roll of those members who are in good standing, in terms of the applicable provisions hereof, that the employers' organisation proposes to call on a lock-out. The voters' roll will be derived from the employers' organisation's membership records. The voters' roll identifies which members are entitled to vote and must be marked to ensure that members vote once only.
- 12.12 In the case of an electronic ballot conducted by email or SMS, the voters' roll must reflect the email address or mobile phone number of the members concerned and must be scrutinized and conducted by the CCMA or any independent organisations. The CCMA or any independent organisation must keep the records of balloting for 3 (three) months and thereafter submit to the employers' organisation for record keeping.
- 12.13 In the case of a postal ballot, the voters' roll must reflect the postal addresses of the members and the CCMA or any independent organisation must keep the postal ballots for 3 (three) months and thereafter submit to the employers' organisation for record keeping.

SCRUTINEERS AND OBSERVERS

- 12.14 Two scrutineers, one of which must be independent, shall be appointed by the Executive Committee or a General Meeting to supervise a lock-out ballot and to ascertain the result thereof.

BALLOTING AND COUNTING

- 12.15 The employers' organisation must provide ballot boxes for a secret ballot. Members listed on the voters' roll must receive a ballot paper and be able to mark it and place it in an unmarked ballot box without their vote being observed by any other person. This provision will not apply where an electronic ballot is conducted.
- 12.16 Ballots may be counted at the voting place, at an employers' organisation office or at another place determined by the Independent Scrutineer. Where the ballot boxes are transported to another place, they must be sealed. This provision will not apply where an electronic ballot is conducted.

RECORDS OF BALLOT

- 12.17 Records of voting must be retained for a period of 3 (three) years. These records include the voters' rolls, ballots in sealed ballot boxes or other containers and any documents used to calculate the outcome of the ballot.
- 12.18 In the case of electronic ballots, appropriate records must be retained.
- 12.19 No ballot involving the declaration of or participation in a lock-out shall be taken until the matter giving occasion therefore has been dealt with as provided for in the Labour Relations Act, 1995 (as amended).
- 12.20 Notwithstanding anything to the contrary contained in this constitution, members of the association shall not be disciplined or have their membership terminated for failure or refusal to participate in a lock-out if: -
- (a) no ballot was held about the lock-out; or
 - (b) a ballot was held but a majority of the members who voted did not vote in favour of the lock-out.

13. DISCIPLINE

13.1. OFFICIALS

Officials of the Association may be disciplined, in accordance with the relevant provisions of the Labour Relations Act, 1995 (as amended), by the Chief Executive or any person appointed by him for that purpose.

Officials may appeal their termination or removal by lodging an appeal in writing with the Chairman of the Executive Committee within 7 days from the date of their termination. The Chairman will have the power to confirm, overturn or replace the decision of the Chief Executive.

13.2. OFFICE BEARERS

Office Bearers may be suspended, expelled or removed from office as may be determined by the Executive Committee.

Office bearers may appeal their termination to the General Meeting by lodging an appeal in writing with the Executive Committee within 7 days from their termination. The General meeting will have the power to confirm, overturn or replace the decision of the Executive Committee.

13.3. MEMBERS

A member may be suspended or expelled by the Executive Committee:

- i. if he/she fails, within twenty-one days after having received written notice from the Chief Executive to that effect, to pay any levies or subscriptions which are more than three (3) months in arrears; or
- ii. if he/she infringes any of the terms of this constitution or acts in a manner which is detrimental to the interests of the Association or ceases to fulfil the conditions of membership.

13.4. A member shall cease to be entitled to any of the benefits of membership including the right to vote and shall be deemed to be not in good standing:-

- (a) if the subscriptions or other charges due by him/her to the Association are more than three (3) months in arrears; or
- (b) during any period while he/she is under suspension in terms of this constitution.
- (c) In the event of the subscriptions or other charges due to the Association by a member being more than three months in arrears, he/she shall continue to be subject to the penalties imposed by clause 12.4 until all arrears have been paid.

13.5. In the event of termination, suspension or loss of benefits as contemplated in clauses 13.3 and 13.4 above, the member concerned shall be notified by the Chief Executive and shall have the right of appeal to the next General Meeting of the Association. The Appeal shall be lodged in writing with the Chief Executive at least 14 days before the date of the next General Meeting. The General Meeting shall have the power to confirm or overturn the decision of the Executive Committee.

13.6 Any notice required to be sent to a member, office-bearer or official in terms of the preceding sub-clauses, shall be regarded as delivered if delivered by electronic mail to the e-mail address furnished by such member.

14. TERMINATION OF MEMBERSHIP

A member may resign by giving one calendar month notice in writing to the Chief Executive, provided that no resignation shall take effect until all moneys due to the Association by the member have been paid, providing further that no member may resign within three months from the date of becoming a member or, should he resign within three months, will remain liable for the membership fees for the remainder of the three months period.

15. WINDING-UP

15.1. The Association shall be wound up if, at a ballot conducted in the manner prescribed in the constitution, not less than seventy five percent of the total number of members of the Association in good standing vote in favour of a resolution that the Association be wound up.

15.2. If a resolution for the winding-up of the Association has been passed, or if for any reason the Association is unable to continue to function, the following provisions shall apply:-

- (a) The last-appointed Chief Executive, or if he/she is not available, the last appointed Chairperson of the Association or, if he/she is not available, the available members of the last-appointed Executive Committee of the Association, shall forthwith transmit to the Labour Court a statement signed by him/her or them setting forth the resolution adopted or the reasons for the Association's inability to continue to function, as the case may be, and request the Labour Court to grant an order in terms of section 103 of the Labour Relations Act, 1995.
- (b) The liquidator appointed by the Labour Court shall call upon the last appointed office-bearers of the Association to deliver to him/her the Association's books of accounts showing the assets and liabilities, together with the register of members for the twelve (12) months prior to the date on which the resolution for winding-up was passed or to the date as from which the Association was unable to continue to function, as the case may be, hereinafter referred to as the date of dissolution, the subscriptions paid by each member and its address as at the said date.
- (c) The liquidator shall also call upon the said office-bearers to hand over to him/her all unexpended funds of the Association and to deliver to him/her the Association's assets and the documents necessary in order to liquidate the assets.
- (d) The liquidator shall take the necessary steps to liquidate the debts of the Association from its unexpended funds and any other moneys realised from any assets of the Association, and if the said funds and moneys are insufficient to pay all creditors, after the liquidator's fees and the expenses of winding-up have been met, the order in which creditors shall be paid shall be the same as that prescribed in any law being in force at the time and relating to the distribution of the assets of an insolvent estate, and the liquidator's fees and the expenses of winding-up

shall rank in order as though the expenses were the costs of sequestration of an insolvent estate.

- (e) After the payment of all debts in accordance with paragraph (d), the remaining funds, if any, shall be distributed among the remaining members of the Association on the basis of subscriptions actually paid during the last two (2) years prior to the date of dissolution.
- (f) On dissolution of the Association the remaining assets will be transferred to any approved public benefit Association, within the Republic of South Africa, which is itself exempt from income tax in terms of the Income Tax Act.

16. AMENDMENTS

- 16.1. Any of the provisions of this constitution may be repealed, amended or added to in any manner by resolution of the Executive Committee; provided that at least fourteen (14) days' notice of any proposed alteration shall first have to be given to members, inviting members to submit comments and proposals.
- 16.2. The General Meeting of the Association shall also be empowered to alter the Association's constitution; provided that the Chief Executive shall be notified of any proposed alteration(s) at least 4 (four) weeks prior to the General Meeting.
- 16.3. No change or addition shall have any force or effect until certified in terms of section 101 of LRA.

17. REPRESENTATION

A member shall be entitled to nominate another paid-up member of the Association to represent him/her at meetings of the Association. The name and address of the person so nominated shall be communicated to the Chief Executive in writing by the member concerned. If a representative is withdrawn by a member and another representative nominated, the name and address of the latter shall be similarly notified.

18. FUNDS OF THE ASSOCIATION

- 18.1. Funds available for investment may only be invested with registered financial institutions as defined in section 1 of the Financial Institutions (Protection of Funds) Act, 2001 (Act No. 28 of 2001) and in securities listed on a stock exchange as defined in the Securities Services Act, 2004 (Act No. 36 of 2004), or any act replacing and/or repealing these acts.
- 18.2. No funds may be disbursed to any person (other than in the course of undertaking any public benefit activity) and the funds of the Association will be utilised solely for the object for which it has been established.

- 18.3. No part of the income or funds of the Association may be paid or otherwise made available (other than bona fide remuneration which is paid for and is commensurate with services rendered) for the personal benefit of any member, trustee, official, office bearer, employee or donor of the Association.
- 18.4. The Association may not carry on any business undertaking or trading activity.
- 18.5. All the activities of the Association (or substantially the whole thereof) will be confined to the Republic of South Africa and the funds of the Association will be applied within this area.