



## **CUSTODIANS OF PROFESSIONAL HUNTING AND CONSERVATION SOUTH AFRICA CONSTITUTION**

### **1. NAME**

The name of the organization shall be Custodians of Professional Hunting and Conservation South Africa (“the Association”) with its short form being CPHC-SA.

### **2. MISSION STATEMENT**

The Association has been established to:

- 2.1.** promote ethical and responsible hunting;
- 2.2.** demonstrate and enhance conservation and ecologically sustainable development through the responsible use of natural resources in order to ensure that South Africa’s biodiversity and conservation heritage is protected for the benefit of present and future generations; and to
- 2.3.** enhance and promote the contribution of professional hunting to the livelihood and socio-economic development of all South Africans.

### **3. AIMS AND OBJECTIVES**

The aims and objectives of the Association are to:

- 3.1.** uphold to the highest standards of ethical and responsible hunting conduct whilst in the field and to promote the traditions of responsible hunting;
- 3.2.** promote and improve the image and integrity of professional hunting and hunting in general by supporting sound and socially acceptable hunting and conservation principles that generate incentives for conservation and social-economic benefits for wildlife stewards and people co-existing with wildlife;

- 3.3. promote broad based black economic empowerment in the hunting environment in order to contribute to redressing the imbalances of the past;
- 3.4. ensure, in fulfilling these objectives, and while recognising that the economic empowerment of previously disadvantaged Members is a crucial component of the broader spectrum of transformation that is imperative in South Africa, that:
  - 3.4.1. the initiatives of the Association through its transformation strategy are carried out with integrity, whilst being developmental and representative of the interests of all South Africans;
  - 3.4.2. the Association contributes to the existing and future developmental and empowerment programmes within the field of hunting in South Africa;
- 3.5. promote an ethos of integrity, transparency and accountability within the structures of the Association;
- 3.6. collaborate with governments and other conservation-orientated non-governmental organisations, and to assist them in the execution of their duties, aims and missions in all matters relating to hunting and conservation;
- 3.7. engage with and educate civil society and policy makers through the press, social media and any other mechanisms that become available regarding the true value and benefits of hunting within the realm of conservation;
- 3.8. promote and safeguard the interests and welfare of its Members in relation to the aim and objects of the Association;
- 3.9. cooperate with and assist (where possible) other associations that share similar values and goals to the Association;
- 3.10. promote brand South Africa as a hunting and tourism destination within the local and international hunting and tourism industry;
- 3.11. observe and promote the obligations in, and purposes of, the Firearms Control Act, Act 60 of 2000 ("the Act"); and
- 3.12. to procure funding for the promotion of the goals and objectives of the Association.

#### **4. LEGAL STATUS**

The Association:

- 4.1. is a body corporate with its own legal identity with perpetual succession which is separate from its individual members; and
- 4.2. shall continue to exist even if the Members change.

## **5. FINANCIAL STATUS**

**5.1** The income and property of the Association shall be used solely for the promotion and execution of its aims and objectives.

**5.2** All property (movable or immovable) that is capable of being registered shall be registered in the name of the Association.

**5.3** The Members and the office-bearers shall have no rights to the property or other assets of the Association by virtue of them being Members or office-bearers.

**5.4** No portion of the income or property of the Association shall be paid or distributed directly or indirectly to any person or to any Member or office bearer, unless agreed to by the Executive Committee for:

**5.4.1** reasonable compensation for services actually rendered to the Association;  
and

**5.4.2** reimbursement of actual costs or expenses reasonably incurred on behalf of the Association.

**5.5** The Members shall not be liable for the debts of the Association.

**5.6** Subject to the provisions of any relevant statute, members of the Executive Committee and the Members:

**5.6.1** shall be indemnified by the Association against any claims made against them in respect of any acts done by them in good faith on its behalf;

**5.6.2** shall not be liable for the acts, receipts, neglects or defaults of any other Member or office bearer, or for any loss, damage or expense suffered by the Association, which occurs in the execution of the duties of his or her office, unless it arises as a result of his dishonesty, or failure to exercise the degree of care, diligence and skill required by law and the reasonable person in the circumstances.

## **6 POWERS**

The Association, acting through its Executive Committee, or at general meeting, will have all the powers necessary for it to carry out its stated objectives effectively. Such powers shall include, but not be limited to:

**6.1** the employment of staff and hiring and engaging contractors and professional and other services;

**6.2** the appointment of the Disciplinary and Dispute Resolution Panel, the convenor of the Disciplinary and Dispute Resolution Panel and prosecutors in disciplinary hearings;

- 6.3** the institution or defending of any legal or arbitration proceedings and the settling of any claims made by or against the Association;
- 6.4** the opening and operating of accounts with registered banks;
- 6.5** the making and varying of investments and re-investment of the proceeds of such investments on condition that any investments made by the Association shall be with registered financial institutions;
- 6.6** the acceptance of donations made to the Association and retaining them in the form in which they are received, or selling them and re-investing the proceeds;
- 6.7** the purchase and acquisition of property and assets, whether movable, immovable or intangible;
- 6.8** the maintenance, management, development, exchange, leasing, selling, or in any way dealing with the property and assets of the Association whether movable, immovable or intangible;
- 6.9** the donation and transferring of property and assets of the Association to organisations with the same or similar objectives;
- 6.10** the power to borrow and to use the property or assets of the Association as security.;
- 6.11** the guaranteeing of the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of the Association;
- 6.12** the execution any act or deed in any deeds registry, mining title or other public office;
- 6.13** work in collaboration with other organisations and to amalgamate with any organisation with the same or similar;
- 6.14** the exercising of all the management and executive powers that are normally vested in the board of directors of a Company;
- 6.15** To make rules as envisaged in clause 10.

## **7 MEMBERS**

- 7.1** The Executive Committee may admit members to the Association from time to time (hereinafter referred to as "Members"), subject to due compliance with any conditions of membership, including the payment of any membership fees prescribed by the Executive Committee from time to time in respect of the respective categories of membership, and provided they sign the pledge provided to them by the Association

in terms of which they pledge their adherence to the mission statement, the aims and objectives and the code of conduct of the Association (“the Pledge”).

**7.2** No person shall be automatically entitled to be a Member, and the right to membership rests solely with the Executive Committee.

**7.3** Except for Life Members, Membership endures for one year only, but shall be extended every year provided the Member:

**7.3.1** pays the relevant membership fee;

**7.3.2** re-signs the Pledge; and

**7.3.3** provides any other documents that the Executive Committee may require to confirm that the requirements of the particular category of membership has been fulfilled.

**7.4** The categories of Members and their particular requirements are set out below.

### **7.5 Full Members**

**7.5.1** Full membership may be granted to any person who is a licensed professional hunter or hunting outfitter in the Republic of South Africa and whose source of income is either in part or in full, legal professional hunting or outfitting activities on the continent of Africa.

**7.5.2** Full members shall be entitled to:

**7.5.2.1** vote at general meetings; and

**7.5.2.2** receive firearm endorsements for professional hunting from the Association as provided by section 16A of the Act, provided it is accredited to do so.

### **7.6 Associate Members**

**7.6.1** Associate Membership may be granted to any person who does not qualify for Full Membership but is connected with the professional hunting industry and who wishes to concern himself with the promotion of the Association and its best interests.

**7.6.2** This category of membership shall not be entitled to vote at general meetings.

### **7.7 Retired Members**

**7.7.1** Retired membership may be granted to any Member who no longer holds a license for professional hunting or outfitting activities but wishes to retain his membership with the Association and continue to further the interests of the Association.

**7.7.2** This category of membership shall not be entitled to vote at general meetings, unless he is granted such a right by the Executive Committee at its sole discretion after the applicant has submitted a motivation to retain such a right.

## **7.8 International Membership**

**7.8.1** International Membership may be granted to applicants who are not licensed professional hunters or outfitters and who are not South African citizens but who wish to contribute to the Association and its best interests and development.

**7.8.2** This category of membership shall not be entitled to vote at general meetings.

## **7.9 Life Membership**

**7.9.1** Life Membership may be granted to applicants seeking to remain Members in perpetuity and such members must be Full or Associate Members. Life Membership may only be awarded to the applicant upon full payment of the Life Membership tariff by the applicant to the Association, which tariff will be prescribed and may be amended from time to time by the Executive Committee.

## **7.10 Field Membership**

**7.10.1** Field Membership may be granted to any South African person who is not a licensed professional hunter or hunting outfitter but who is endorsed and recommended to the Executive Committee by a Full Member to be fit for such membership.

**7.10.2** This category of membership shall not be entitled to vote at general meetings.

**7.11** The above-mentioned categories of membership are all subject to the requirement that, unless specifically permitted by the Executive Committee, a Member is not also a member of any other hunting organisation whose aims and objectives conflict with those set out herein, either expressly or implicitly.

**7.12** Every member shall choose as domicilium citandi et executandi for the service or delivery of any notice, letter or document the postal address, e-mail address and physical address of such member, and inform the administrative co-ordinator. This address will appear in the records of the Association. Every Member shall notify the administrative co-ordinator in writing of any change in such address.

**7.13** The Executive Committee may suspend or terminate the membership of any Member provided that:

**7.13.1** due and proper disciplinary process has been taken in respect of misconduct by such a Member in relation to the Member's Pledge and the Code of Conduct; and

**7.13.2** at least 7 (seven) days' prior written notice is given to the Member concerned should the Executive Committee wish to terminate such a Member's membership, if such termination is recommended by the Dispute Resolution and Disciplinary Panel.

**7.14** The decision of the Executive Committee to admit an applicant to membership, or to suspend or terminate a membership shall be final and binding.

**7.15** The Executive Committee and the Association shall be required, if requested by the Member, to give reasons for their decisions with respect to the suspension or termination of his membership.

**7.16** A Member may resign at any time by giving written notice to the Executive Committee.

## **8 THE EXECUTIVE COMMITTEE**

### **8.1 Membership of the Executive Committee and Elections**

**8.1.1** Only Full Members may be members of the Executive Committee.

**8.1.2** The Executive Committee shall:

**8.1.2.1** consist of not less than 5 (five) and not more than 8 (eight) elected members as may be elected in a general meeting (save for the first members who were elected at the founding meeting held on 6 December 2017); and

**8.1.2.2** such additional members who may be co-opted by the Executive Committee.

**8.1.3** The Executive Committee shall include the following portfolios:

**8.1.3.1** a Chairperson;

**8.1.3.2** a Vice-chairperson; and

**8.1.3.3** a Treasurer; and

**8.1.3.4** such other portfolios as the Executive Committee may decide from time to time.

**8.1.4** The election of the members of the Executive Committee shall be conducted in the following manner:

**8.1.4.1** Whenever there is a vacancy on the Executive Committee, the Executive Committee shall call for nominations by sending a notice to those Members eligible to vote, and/or by publishing a notice in a newsletter of the

Association or on its website, not less than 30 (thirty) days prior to the annual general meeting at which the election will be held.

**8.1.4.2** Nominations must be received in writing by the Executive Committee no later than 10 (ten) days prior to the relevant annual general meeting.

**8.1.4.3** The election will be conducted in such manner as the Executive Committee decides, provided that it is conducted in a fair and impartial manner.

**8.1.4.4** In the event that insufficient nominations have been received to fill the number of vacancies, those Members validly nominated shall be elected unopposed, and further nominations can be made by those Members present at the annual general meeting.

**8.1.5** The Executive Committee shall elect the office bearers in the various portfolios from time to time and for such periods as it decides, subject to the provisions of clause 8.1.6.

**8.1.6** Each member of the Executive Committee shall be elected for a term of not more than 2 (two) years, but 3 (three) members of the first Executive Committee shall only be elected for 1 (one) year.

**8.1.7** An Executive Committee member whose term comes to an end shall be eligible for re-election by the members of the Association in a general meeting.

**8.1.8** When a member of the Executive Committee dies, resigns or is removed, the Executive Committee may co-opt a temporary member in his place until the next general meeting, when the members of the Association in a general meeting shall elect a replacement member.

**8.1.9** The Executive Committee may remove any of its members:

**8.1.9.1** who would be disqualified, in terms of the Companies Act or equivalent legislation in force from time to time, from acting as a director of a company; or

**8.1.9.2** who are absent from 2 (two) consecutive Executive Committee or General Meetings without a written apology and an acceptable explanation for such absence; or

**8.1.9.3** for any other reason if the Executive Committee, by resolution adopted by more than 50% (fifty percent) of its members in office from time to time, deems such member to be unfit to serve on the Executive Committee: Provided that it first furnishes reasons for its decision and gives him a reasonable opportunity to make written or oral representations why he should not be so removed.



## **8.2 Powers**

The Executive Committee:

- 8.2.1** shall manage the business and affairs of the Association;
- 8.2.2** has the authority to exercise all of the powers and perform any of the functions of the Association; and
- 8.2.3** has the power to delegate any of its responsibilities.

## **8.3 Executive Committee meetings**

- 8.3.1** Subject to the provisions below, the Executive Committee may conduct its meetings and regulate its proceedings as it finds convenient.
- 8.3.2** The Executive Committee shall meet at least quarterly each year.
- 8.3.3** The Chairperson (or in his absence, the vice-chairperson) shall convene all the meetings of the Executive Committee.
- 8.3.4** The Chairperson:
  - 8.3.4.1** may call a meeting of the Executive Committee at any time; and
  - 8.3.4.2** must call a meeting if required to do so by at least 3 (three) members of the Executive Committee.
- 8.3.5** Meetings shall be held on not less than 20 (twenty) days' notice to each Executive Committee member, unless all the members agree otherwise. Notice of all Executive Committee meetings shall be delivered by hand or sent by electronic mail to the last address notified by each member.
- 8.3.6** The members shall, if reasonably possible, hold the meetings in person, but one or more members of the Executive Committee may, at the discretion of the Executive Committee, participate in such meeting by electronic communication, provided that the electronic communication facility employed enables all participants in the meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.
- 8.3.7** A majority of the members of the Executive Committee must be present at a meeting, either in person or by electronic means, as the case may be, before a vote may be called.
- 8.3.8** Should any meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to another date, which shall be not less than 7 (seven) days or more than 30 (thirty) days thereafter. The notice reflecting such adjournment shall be given to the members of the Executive Committee and in the manner provided for in this Constitution. At such reconvened general meeting, the members then present shall be deemed to constitute a quorum.

- 8.3.9** Each member of the Executive Committee, including co-opted members, has 1 (one) vote, except for the Chairperson, who has no vote in the first instance.
- 8.3.10** Except as otherwise provided in this Constitution, a majority of votes cast on a resolution is sufficient to approve that resolution, and should there be an equality of votes the Chairperson shall have a casting vote.
- 8.3.11** All votes shall be by a show of hands of those present and voting.
- 8.3.12** A decision that could be voted on at a meeting of the Executive Committee may instead be adopted by the written consent of the majority of the members of the Executive Committee given in person or by electronic communication, provided that each member has received notice of the matter to be decided.
- 8.3.13** Minutes shall be kept of the proceedings of the Executive Committee, a record of the persons present at each meeting, and a record of all the resolutions adopted by the Executive Committee. The minutes shall be signed by the member who chairs the meeting, and shall be available at all times for inspection or copying by any member of the Executive Committee, and on 5 (five) days' notice to the Chairperson or Vice-chairperson, by any Member.
- 8.3.14** Any minutes of a meeting, or a resolution signed by the member who chaired the meeting, or by the chair of the next meeting of the Executive Committee, is evidence of that meeting or adoption of that resolution, as the case may be.

## **9 GENERAL MEETINGS**

### **9.1 Annual General Meeting**

- 9.1.1** Annual general meetings shall be held within 3 (three) months of the end of each financial year.
- 9.1.2** Annual general meetings shall be convened by the chairperson of the Executive Committee, who shall also be the chairperson of the Association on not less than 30 (thirty) days' prior written notice to all Members entitled to attend the meeting.
- 9.1.3** The notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.
- 9.1.4** The business of an annual general meeting shall include:
- 9.1.4.1** the presentation and adoption of the annual report of the Chairperson;
  - 9.1.4.2** the consideration and approval of the annual financial statements;
  - 9.1.4.3** approval of the proposed and reported budget;

**9.1.4.4** the election of members to serve on the Executive Committee for the following year;

**9.1.4.5** the appointment of auditors;

**9.1.4.6** any matters raised by Members, with or without advance notice to the Association (subject to a reasonable time allocation per Member at the discretion of the Chairman);

**9.1.4.7** other matters as may be considered appropriate.

## **9.2 Other General Meetings**

**9.2.1** Other general meetings of the Association shall be convened at any time by the Chairperson or at the written request of:

**9.2.1.1** the Executive Committee;

**9.2.1.2** not less than 33% (thirty three percent) of the Members.

**9.2.2** Should the meeting be called as a result of a request as envisaged by clause 9.2.1, the request shall contain the proposed resolution, signed by the Members calling for the meeting.

**9.2.3** Any general meeting other than the annual general meeting shall be convened on not less than 30 (thirty) days' written notice to all Members. The notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting and shall include a copy of the proposed resolution: Provided that: should the Chairperson, having been requested to give such notice, fail to give it within 14 (fourteen) days of the request, the one or more of the Members requesting the meeting shall be entitled themselves to give notice of, and to convene, the meeting.

## **9.3 Quorum**

**9.3.1** A quorum constituting a general meeting of the Association shall be the lesser of:

**9.3.1.1** 25 Members; or

**9.3.1.2** 25% (twenty five percent) of the Members.

**9.3.2** Should any general meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to another date, which shall be not less than 7 (seven) days or more than 30 (thirty) days thereafter. The notice reflecting such adjournment shall be given to the persons and in the manner provided for in this Constitution. At such reconvened general meeting, the Members then present shall be deemed to constitute a quorum.

## **9.4 Resolutions and Voting**

- 9.4.1** At all general meetings, a resolution put to the vote shall be decided by means of a show of hands or by secret ballot. A vote by secret ballot shall be held only if demanded by the chairperson or not less than 1/3<sup>rd</sup> (one third) of the persons voting in person. The result of the vote shall be the resolution of the meeting.
- 9.4.2** Each Member present at such meeting shall be entitled to 1 (one) vote.
- 9.4.3** Members will not be entitled to appoint a proxy to vote on their behalf.
- 9.4.4** Subject to the provisions of this Constitution, questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.

## **9.5 Minutes**

- 9.5.1** Minutes shall be kept of the proceedings of all general meetings, and a record of the persons present at each meeting. The minutes shall be signed by the chairperson of the meeting, and shall be available for inspection or copying by any member on 5 (five) days' notice to the chairperson.
- 9.5.2** Any minutes of a meeting, or a resolution signed by the chairperson of the meeting, or by the chair of the next meeting of the Members, is evidence of that meeting or adoption of that resolution, as the case may be.

## **9.6 Notices**

- 9.6.1** Notice of all general meetings shall be delivered by hand, or sent by electronic mail or prepaid post, to the last address notified by each Member.
- 9.6.2** The accidental omission to address a notice to any Member shall not invalidate the proceedings of any meeting.

## **10 RULES**

- 10.1** The Executive Committee may make, amend or repeal any necessary or incidental rules relating to the governance of the Association in respect of matters that are not addressed in this Constitution and that are not inconsistent with this Constitution by giving written notice to each Member.
- 10.2** The rule shall take effect on a date that is the later of 10 (ten) days from the giving of the notice referred to above, or the date, if any, specified in the rule.
- 10.3** A rule is binding:
  - 10.3.1** on an interim basis from the time that it takes effect until it is put to a vote at the next annual general meeting; and

**10.3.2** on a permanent basis only if it has been ratified by an ordinary resolution at the meeting referred to in clause 10.3.1.

**10.4** Any failure to ratify the rules of the Association does not affect the validity of anything done in terms of those rules during the period that they had an interim effect as provided in terms of clause 10.3.1.

## **11 FINANCIAL MANAGEMENT**

### **11.1 Finances**

**11.1.1** All monies raised by or on behalf of the Association shall be deposited in the Association's bank account.

**11.1.2** A financial year of the Association shall end on 30 September of each year.

### **11.2 Bank Account**

**11.2.1** The Bank account of the Association shall be opened with any registered bank within the Republic of South Africa.

**11.2.2** At least 2 (two) members of the Executive Committee must authorise or facilitate all electronic bank transactions.

### **11.3 Expenditure**

**11.3.1** A requisition form as approved from time to time by the Executive Committee shall be utilised when a payment or service is requested that will result in an expense being incurred in excess of such amount as may be determined by the Executive Committee from time to time.

**11.3.2** A requisition shall be approved by any 2 (two) members of the Executive Committee before any service can be rendered or payment made.

### **11.4 Financial Statements**

**11.4.1** The Treasurer must prepare management accounts on a monthly basis.

**11.4.2** The Executive Committee shall consider the audited financial statements for presentation to the annual general meeting.

### **11.5 Agreements**

**11.5.1** Any agreement must be signed by at least 2 (two) members of the Executive Committee before it is entered into for and on behalf of the Association.

**11.5.2** Upon approval of such legal agreement, the Chairperson is authorised to sign such an agreement (or the Vice-chairperson with the Chairperson's written authorisation).

**11.5.3** Any legal agreements signed, must be put on the archive of the Association.

## **12 AUDITOR**

**12.1** A suitably qualified person shall be appointed as the auditor to audit the financial statements of the Association according to International Financial Reporting Standards.

**12.2** The auditor shall be appointed by the Members at the annual general meeting, except for the first auditor, who shall be appointed by the Executive Committee.

## **13 DISPUTES AND DISCIPLINARY MATTERS**

### **13.1 Disciplinary matters and disputes**

**13.1.1** No legal proceedings shall be instituted by any Member against the Association or any formal or any informal structure, or group, or office bearer of the Association, or against any Member in regard to any matter which in any way arises from, or relates to, the work, activities or governance of the Association.

**13.1.2** The mediation, arbitration and disciplinary processes and forums provided for herein shall be used by all Members and the Association in such circumstances.

**13.1.3** Notwithstanding the provisions of this clause 13, the Association may institute legal proceedings in a court of law against a Member if the Executive Committee deems it is in the best interests of the Association to do so.

### **13.2 Disciplinary and Dispute Resolution Panel**

**13.2.1** The Executive Committee shall appoint a panel of not less than 3 (three) persons, the members of which must be independent practising attorneys or advocates having at least 10 (ten) years of civil litigation and/or labour law experience.

**13.2.2** Each member of the Panel shall be appointed for 24 (twenty) months, but may be reappointed every year.

**13.2.3** The Executive Committee shall appoint one of the Panel members to be the Convenor thereof on an annual basis.

**13.2.4** All fees and disbursements charged by the Panel members in the exercise of their services shall be borne by the Association at the rates determined and agreed with the Executive Committee from time to time.

**13.2.5** A complainant shall report any complaint or dispute in writing to the Executive Committee, who shall forthwith refer the complaint or dispute to the Convenor.

**13.2.6** Once a matter has been referred to the Convenor, the Convenor must decide whether the dispute must be referred to one or more members of the Panel for mediation in the first instance, or directly to arbitration.

### **13.3 Mediation**

**13.3.1** Once the Convenor has referred the dispute to a member of the Panel for mediation (which may include himself), such panellist shall follow whatever procedure he deems necessary to attempt to settle a dispute by mediation, and the parties to the complaint or dispute shall provide their reasonable cooperation.

**13.3.2** At the end of the mediation process the panellist must submit a report of the outcome of the mediation to the Convenor and the Executive Committee within 5 (five) days of the mediation process being completed.

**13.3.3** If the mediation fails the matter must be referred forthwith back to the Executive Committee by the Convenor, who shall implement the provisions of clause 13.4 below.

**13.3.4** Where a party refuses to be part of the mediation process or refuses to cooperate, the Convenor may use such refusal as a basis for finding that the mediation process has failed and may refer the matter to arbitration, and the conduct of the recalcitrant party shall be a factor in determining which party shall be liable for the costs of the arbitration.

**13.3.5** The Association shall bear the costs of the mediation unless one or more parties are recalcitrant as envisaged in clause 13.3.4, in which event the appointed mediator may direct that such Member/s pay the wasted costs thereof.

### **13.4 Arbitration**

**13.4.1** If the Convenor determines that the dispute is to be referred to arbitration in terms of clauses 13.2.6 or 13.3.3, he shall appoint one or more Panel members (including himself if he so decides) to be the arbitrator/s.

**13.4.2** A Panel member who presided over mediation proceedings in a matter will not be entitled to be appointed an arbitrator in respect of the same dispute.

**13.4.3** The arbitrator shall follow whatever procedure he deems necessary to arrive at a decision.

**13.4.4** All members of the Association are obliged to co-operate fully with the arbitrator, including but not limited to, the giving of evidence and the production of documentary evidence.

**13.4.5** If a matter is referred to arbitration, the finding of the Arbitrator shall be final and binding on all Members and the Association, subject to the provisions of the Arbitration Act, 1965.

**13.4.6** The Arbitrator shall decide who shall bear the costs of the arbitration, taking into account such factors as he deems appropriate, including the merits of the matter and the conduct of the parties.

**13.4.7** The arbitration costs shall include the fees and disbursements of the Arbitrator, and any necessary travel and accommodation expenses as well as the expenses incurred in securing the attendance of necessary witnesses. The arbitrator's decision in respect of the dispute shall be final and binding on all Members and the Association.

**13.4.8** No legal representation shall be allowed at the arbitration.

### **13.5 Disciplinary Matters**

**13.5.1** Each Member shall conduct himself and his affairs in a manner that are in accordance with the letter and spirit of this Constitution, the Code of Conduct and the Member's Pledge. The Members are bound to the undertakings and obligations embodied in each of these documents.

**13.5.2** The Code of Conduct and Member's Pledge are attached as annexures **A** and **B** respectively, which documents may be amended from time to time by the Executive Committee provided not less than 60 (sixty) days' written notice is given to the Members.

**13.5.3** A complainant shall report any disciplinary matter in writing to the Executive Committee within a reasonable period after gaining knowledge of a Member's alleged misconduct, but in any case, within 3 (three) years thereof.

**13.5.4** The Executive Committee must forthwith refer the complaint to the Convenor, who shall appoint one or more Panel members (which may include himself) to chair the hearing of the matter.

**13.5.5** The Executive Committee shall appoint a prosecutor for the disciplinary hearing to act on behalf of the Association, who must be a Full Member in good standing.

**13.5.6** A charge sheet will be compiled by the prosecutor and delivered in the prescribed manner for the delivery of notices set out in this Constitution to the Member against whom disciplinary action is to be taken.



**13.5.7** The charge sheet must comply substantially with the form set out in annexure C annexed hereto.

**13.5.8** The charge sheet shall:

**13.5.8.1** set out clearly the misconduct of which a Member is accused;

**13.5.8.2** allocate a time date and location for the disciplinary hearing (giving at least 15 (fifteen) days' notice); and

**13.5.8.3** invite the Member so charged to respond in writing or to prepare an oral response to the allegations in the charge sheet.

**13.5.9** The chairman of the hearing shall, when conducting disciplinary hearings, follow such procedures as he deems fair to all the parties thereto, and in particular shall grant the parties the right to lead evidence, cross examine the other party's witnesses, and the right to make oral and/or written representations.

**13.5.10** The chairman shall then consider the Member's defence to the allegations and charges brought against him and shall, within 15 (fifteen) days thereafter, if possible, deliver to the Executive Committee a report including his findings and, and if the Member is found to have been guilty of the charge/s, a recommendation in respect of a suitable sanction for the misconduct.

**13.5.11** The Executive Committee shall, within a further period of not more than 15 (fifteen) days, if the Member is found to be guilty, make a decision in respect of the sanction to be imposed, which decision shall be final and binding.

**13.5.12** The Executive Committee shall, within 15 (fifteen) days of receiving the report from the chairman, convey its final and binding decision to the Member charged with misconduct.

**13.5.13** Any Member whose membership is terminated for disciplinary reasons shall, immediately after such termination, deliver to the Association all documents to which it may be entitled, and cease using the logo of the Association in any way whatsoever.

## **14 AMENDMENTS TO THE CONSTITUTION AND DISSOLUTION**

**14.1** The provisions of this Constitution may be amended, the name of the Association may be changed, and the Association may be dissolved by a resolution of at least 2/3rds (two thirds) of the Members present at a general meeting: provided that proper notice of the meeting is given not less than 30 (thirty) days prior to the date of the meeting and such notice states the nature of the resolution to be proposed.

**14.2** Upon the dissolution of the Association, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst the Members but shall be transferred by donation to another non-profit organisation which the Executive Committee considers appropriate, and which has objectives the same, or similar to, the objectives of the Association.

## **15. TRANSITIONAL ARRANGEMENTS**

Notwithstanding the provisions of clause 14.1, this Constitution can be amended by the Executive Committee until the first general meeting of Members, when it shall be adopted as set out herein, or as may be changed at such meeting.