Companies and Intellectual Property Commission
Republic of South Africa

Memorandum of Incorporation of the

Southern African Energy Efficiency Confederation abbreviated as SAEEC

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which is referred to in the rest of this Memorandum of Incorporation as "the Company" and which is incorporated in term of the provisions of the Companies Act, 2008, and Regulation 15 of the Companies Regulations, 2011, hereinafter referred to as "the Act"

The Company is a Non-Profit company with members, existing for the benefit of its members.

Objectives:

The main objectives of the Company are the representation of common interests of persons and organisations that are professionally, academically or commercially involved in the advancement of Energy Efficiency in any sectors and to enforce guidelines and rules which govern the Company, and which are referred to in this Memorandum of Incorporation.

The main business which the Company is to carry out is the promotion of energy efficiency with specific reference to:

- Supporting the Energy Efficiency Strategy of the Republic of South Africa
- Providing a platform and forum, and becoming the National body in all matters pertaining to energy efficiency with Government, NGO's, Professionals, Corporates, etc.
- Dissemination of information to Members, Consumers, Professionals and Corporates.
- Promote socially responsible behaviour through the Company's Code of Ethics.

Adoption of Memorandum of Incorporation

This Memorandum of Incorporation was adopted by the incorporators of the Company, in accordance with section 13(1), as evidence by the following signatures made by each of them, or on their behalf.

Name of Incorporator	Identity Number	Signature	Date
Keith B Cassie	821222 524 088		2021.03.04
Zadok Olinga	8309236995 186		2021.03.04
Lisa K Reynolds	600114 0183 080		2021.03.04
Jacobus J Steyn	590808 5017 084		2021.03.04

In this Memorandum of Incorporation-

a) a reference to a section by number refers to the corresponding section of the Act;
b) words that are defined in the Act bear the same meaning in this Memorandum as in that Act; and
c) words appearing to the right of an optional check line are void unless that line contains a mark to indicate that it has been chosen as the application option.

The Schedules attached to this Memorandum are part of the Memorandum of Incorporation.

1. DEFINITIONS

1.1 The heading contained in the articles are intended for reference purposes only and shall not be taken into account in the interpretation thereof. In the interpretation of the articles the words contained in the first column of the table set out below shall bear the meaning set out opposite each of them in the second column thereof, unless the contents or context requires otherwise.

Words - Meanings

1.1.1 **"the Act"** - The Companies Act, 2008, including any amendment, consolidation or re-enactment thereof;

1.1.2 **"the Articles" -** The provisions contained in this Memorandum of Incorporation or as from time to time amended by special resolution;

1.1.3 **"the Confederation"** - Southern African Energy Efficiency Confederation (SAEEC);

1.1.4 **"the President"** or "**the The Chairperson or the Deputy Chairperson of the President Elect"** - the board of Directors;

1.1.5 "**the Company"** - The Confederation as constituted by this Memorandum of Incorporation;

1.1.6 **"the Board" -** The Board of Directors of the Confederation and its Board Members;

1.1.7 **"the Directors"** - The Directors, for the time being, of the Confederation and the alternate Directors
Thereof or,as the case may be, the Directors assembled at a meeting of Directors at which a quorum is present;

1.1.8 **"electronic Communication"** - Means a communication by means of data messages in terms of the Electronic Communications and Transactions Act No. 25 of 2002;

1.1.9 **"e-mail" -** Means electronic mail, a data message used or intended to be used as a mail message between the originator and addresses in an electronic format;

1.1.10 **"Gazette"** - The Government Gazette of South Africa;

1.1.11 **"general meeting" -** An annual general meeting or a general meeting of the Confederation;

1.1.12 **"in writing"** - Includes the reproduction of a signature by printing, typewriting or lithography, or any kind of stamp or any other mechanical process, or partly one and partly another, and "signature" has a corresponding meaning;

1.1.13 **"member"** - A Member of the Confederation shall mean the subscriber to the Memorandum and such other Person as the directors shall admit to membership in accordance with the Memorandum and who are duly registered in the Register of Members;

1.1.14 **"memorandum"-** The Memorandum of Incorporation of the Company in force for the time being;

1.1.15 **"the office"** - The registered office of the Confederation;

1.1.16 **"the month"** - A calendar month

1.1.17 **"person"** - Includes any company incorporated or registered under law and anybody of person's corporated or incorporated;

1.1.18 **"the register"** - The register of Members of the Confederation;

1.1.19 **"the Rules"** - The rules made by the Directors from time to time in terms of this Memorandum;

1.1.20 **"the secretary"** - The secretary of the Confederation for the time being;

1.1.21 **<u>"Southern Africa</u>"** - The Republic of South Africa or the territory comprised therein from time to time.

1.2 Unless the context otherwise requires:

1.2.2 Words importing the single number shall include the plural number and vice versa;
1.2.3 Words importing the masculine gender shall include the feminine gender;
1.2.4 Word importing the natural persons shall include firms and corporate bodies;
1.2.5 The word "meeting" shall include an adjourned meeting;

Any reference to any provision of the Act, shall include such provision as it may be modified from time to time.

ARTICLE 1 – INCORPORATION AND NATURE OF THE COMPANY

1.1 Incorporation

1) The Company is incorporated as a Non-Profit Company, as defined by the Companies Act, 2008.

2) The Company is incorporated in accordance with, and governed by-
   a) The unalterable provisions of the Act that is applicable to Non-Profit companies;
   b) The alterable provisions of the Act that are applicable to Non-Profit companies, subject to any limitation, extension, variation or substitution set out in this Memorandum; and
   c) The provisions of this Memorandum of Incorporation.

1.2 Objects and Powers of the Company

1) The objects of the Company are as set out on the cover sheet and, except to the extent necessarily implied by the stated objects, the purpose and powers of the Company –

   are subject to any restriction, limitation or qualification , as contemplated in section 19(1)(b)(ii) of the Act, as set out in <u>Part A</u> of Schedule 1 of this Memorandum.

Part A

1.

The specific powers of the Company are as set out in Schedule 1 of the Act, and are as follows:

1) The Company:-
   a) must apply all of its assets and income, however derived, to advance its stated objectives, as set out in this Memorandum of Incorporation.
   b) may, subject to (a) above, acquire and hold securities issued by a profit company; or directly or indirectly alone or with another person, carry on business, trade or undertaking consistent with or ancillary to its stated objectives.
   c) may not amalgamate or merge with, or convert to, a profit company; or dispose of any part of its assets, undertaking or business to a profit company, other than for fair value, except to the extent that such a disposition of an asset occurs in the ordinary course of the activities of the non-profit company and such an action is submitted to the members for approval and voting.
   d) must not directly or indirectly pay any portion of its income or transfer any of its assets, regardless of the manner in which the income or asset was derived, to any person who is or was an incorporator of the Company, or who is a member or Director of the Company, except as reasonable-

i. remuneration for goods delivered or services rendered to, or at the discretion of the Company; or payment of; or reimbursement for; expenses incurred to advance a stated object of the Company;
ii. as a payment for an amount due and payable by the Company in terms of a *bona fide* agreement between the Company and that person or another;
iii. as a payment in respects of any rights of that person, to the extent that such rights are administered by the Company in order to advance a stated objective of the Company; or
iv. in respect of any legal obligation binding on the Company.

2) The Company –

is not subject to any provision contemplated in section 15(2)(b) or (c) of the Act, therefore Part B is not applicable.

3) Upon dissolution of the Company; its net assets must be distributed in the manner determined in accordance with-
   a) Item 1 (4) (b) of the Schedule 2 of the Act; and
   b) The provisions, if any, set out in **Part C** of Schedule 1 of this Memorandum.

Part C

2.

2.1 Upon its winding-up, deregistration or dissolution, the assets of the Company remaining after the satisfaction of all its liabilities, shall be given or transferred to some other Non-Profit Organisation or institution or Confederations or institutions having objects similar to its main object, to be determined by the members of the company at or before the time of its dissolution or, failing such determination, by the court provided that in any event such other Confederation or institutions shall be charitable, educational or ecclesiastical organizations or bodies of a public character within the Republic of South Africa which are themselves exempt from tax.

2.2 The liability of members is limited as follows:

Each member undertakes to contribute to the assets of the Company in the event of its being wound up while he/she is a member or within one year thereafter, for payment of the debts and liabilities of the Company contracted before he/she ceases to be a member, and of the costs, charges and expenses of the winding up, and for adjustment of the rights of the contributories among themselves of an amount of R1.00 (One Rand).

1.3 Memorandum of Incorporation and Company rules

(1) This Memorandum of Incorporation of the Company-

may be altered or amended in the manner set out in section 16,17 or 152(6)(b) of the Act, subject to the provisions contemplated in section 16(1)(c) of the Act, and set out in Part D of Schedule 1 of this Memorandum.

(2) The authority of the Company's Board of Directors to make rules for the Company, as contemplated in section 15(3) to (5) of the Act –

is limited or restricted to the extent set out in Part D of Schedule 1 of this Memorandum.

(3) The Board must publish any rules made in terms of section 15(3) to (5) of the Act –

in accordance with the requirements set out in Part D of Schedule 1 of this Memorandum.

(4) The Company must publish a notice of any alteration of the Memorandum of Incorporation or the Rules, made in terms of section 17(1) of the Act –

in accordance with the requirements set out in Part D of Schedule 1 of this Memorandum.

Part D

3. Company Rules and Amendment of Memorandum of Incorporation:

3.1. Rules

3.1 Subject to any restriction imposed or direction given at a general meeting of the Confederation, the Directors may from time to time make, amend and revoke with regard to:

3.1.1 the purchase, selling, reselling and letting of property and the conditions of title;

3.1.2 conditions incorporated in a deed of sale and lease agreement;

3.1.3 the determination of levies payable by the members monthly/annually, the collection of levies in arrears and interest thereon;

3.1.4 the imposition of penalties enforced against members of the Confederation;

3.1.5 the conduct of any member of the Confederation to promote a good ethical standard;

3.1.6 Generally, such other matters as may be necessary for the harmonious and beneficial use and enjoyment of the members.

3.2 All rules made by the Directors in accordance with the provisions of Article 3.1 of this Memorandum shall be reasonable and apply equally to all members.

3.3 For the enforcement of any of the rules made by the Directors in terms hereof, the Directors may:

3.3.1 take or cause to be taken such steps as they may consider necessary to remedy the breach of the rule of which the member may be guilty, or recover the debt, and debit the cost of so doing to the member concerned, which amount shall be deemed to be a debt owing by the member concerned to the Confederation;

3.3.2 take such other action, including proceedings in Court, as they may deem fit.

3.4 In the event of any breach of the rules by the members, the Directors may take or cause to be taken such steps against the member actually committing the breach as they in their discretion may deem fit.

3.4.1 In the event of any member disputing the fact that he has committed a breach of any of the rules, a committee of 3 (three) Directors appointed by the President for the purpose shall determine whether the matter should be adjudicated according to the procedures prescribed in 3.3 or 3.4.

3.4.2 Notwithstanding the aforementioned, the Directors may in the name of the Confederation enforce the provisions of any rules by proceedings in a court of competent jurisdiction and for this purpose may appoint such attorneys and counsel as they may deem fit.

3.5 It shall be the duty of the President/Chairman, or such other person or body as may be empowered by the Directors, to ensure compliance by the members with the rules, and to this end, to issue such notices or do such things as may be necessary or requisite.

3.6 Each member undertakes to the Confederation that s/he shall comply with all rules made in terms of Article 3.1 of this Memorandum.

3.7 Rules and Regulations pertaining to the members shall be set out in the "Code of Conduct" and a copy of which shall be provided to each member on request. The rules may vary from time to time as decided by the Directors of the Confederation. Rules, or amendments thereto made in terms of this Memorandum of

Incorporation, may be published by email or on the Confederations website. Hard copies or storage devices are also available from the Chairman at a nominal charge.

3.8 Disputes and Dispute Resolution

3.8.1 If the necessary quorum and/or majority for the passing of any resolution of the Directors cannot be obtained the matter forming the subject matter of the proposed resolution must be referred to the members for resolution.

3.8.2 If the necessary quorum and/or majority for the passing of any resolution of members cannot be obtained a dispute is deemed to exist which dispute must be determined by an expert or mediator in terms of this clause.

3.8.3 The expert or mediator shall be, if the matter in dispute is principally –

3.8.3.1 a legal matter, a practicing advocate or attorney of good standing; or

3.8.3.2 an accounting matter, a practicing chartered accountant of good standing; or

3.8.3.3 any other matter, an independent and suitably qualified person, agreed upon between the parties to the dispute.

3.8.4 Should the parties to the dispute fail to agree on an expert or mediator within 14 (fourteen) days after the dispute has arisen, the expert or mediator shall be appointed at the request of any party to the dispute, according to the guidelines set out in Article 3.8 of this Memorandum.

3.8.5 The expert or mediator shall be entitled to determine how, when and by whom submissions are to be made to him.

3.8.6 The expert or mediator shall act as an expert or as a mediator and not as an arbitrator.

3.8.7 Any determination of the expert or mediator shall be deemed (insofar as necessary) to be a resolution of the members and to be agreed between the parties to the dispute.

3.8.8 The expert or mediator shall be entitled to make an award for payment of costs.

3.8.9 In the event of a dispute between the Confederation and a member or between members regarding the meaning or effect of any rule or the question whether any rule has been breached or whether any sanction (including a fine) imposed by the Confederation in respect of the breach of a rule is reasonable, the dispute will be submitted to a mediator or arbitrator.

3.8.10 The dispute resolution procedure mentioned in Article 3.8 and 3.16 of this Memorandum does not apply in the case of a member being in arrears with a member's financial obligations to the Confederation. The Confederation is under all circumstances entitled to sue in any competent Court of law for amounts due by a member to the Confederation.

3.8.11 All other disputes, complaints, grievances, quarrels and matters of discontent or any alleged breach of the provisions of this Memorandum or the Rules set out therein must be mediated in accordance with the provisions and procedures set out in the then valid Rules issued by the Directors and as amended from time to time.

4. Maintenance and Facilities

The Directors shall have the power, without prejudice to any other rights of the Confederation, to:

4.1 provide facilities for use by members;

4.2 provide and maintain security services on and about the facilities;

4.3 engage the services of security company or other personnel to patrol the Facilities and generally to provide security services to the facilities;

4.4 control access to the facilities;

4.5 provide and maintain an entrance gate and guardhouse to control access to the facilities;

4.6 control parking and introduce traffic calming measures;

4.7 perform such other acts and functions as may be reasonably necessary to give effect to the main objective of the Confederation;

4.8 employing any person to give effect.

5. Levies and Charges

5.1 The Directors shall from time to time, impose levies upon the members for the purpose of meeting all the expenses which the Confederation has incurred, or which the Directors reasonably anticipate the Confederation will incur, in the furtherance of its objectives.

5.2 The Directors are entitled in their sole discretion to determine levies provided that any member who is the owner of more than one company shall be liable to make payment in respect of each company owned by him.

5.3 If in the sole discretion of the Directors:

> 5.3.1 any facility or service is utilized by any member to such an extent as to reasonably justify a greater contribution to the relevant expense than a contribution calculated strictly in accordance with Article 5.2 of this Memorandum, the Directors shall be entitled to make such special levy upon the relevant member as may be reasonable in the circumstances.

5.4 The Directors will, prior to the end of each financial year, prepare an itemized estimate of the anticipated income and expenditure (which may include a reasonable provision for contingencies) of the Confederation during the ensuing financial year, estimate the amount required to be levied upon the members during such ensuing financial year and make a levy upon the members in such estimated amount.

> 5.4.1 The Directors will, as soon as possible after the imposition of the levy, determine the amount payable by each member and will forthwith advise each member in writing of the amount payable.
>
> 5.4.2 Such amount shall be payable in equal monthly (or such other intervals as the Directors may from time to time determine) instalments payable in advance on the first day of each month or as a single annual amount.

5.5 The Directors may from time to time make special levies upon the members or call upon them to make special contributions in respect of all such expenses which are not included in any estimates made in terms of Article 5.4 of this Memorandum. Such levies and contributions may be payable in one or by such instalments and at such time or times as the Directors shall deem fit.

5.6 Interest will be payable on arrear levies at such rate as may from time to time be determined by the Directors.

5.7 Any amount due by a member by way of levy or interest thereon will be a debt due by him to the Confederation.

5.8 The obligation of a member to pay levies will cease upon his ceasing to be a member, without prejudice to the Confederation's rights to recover arrear levies and interest thereon.

5.9 No levies or interest paid by a member will under any circumstances be repayable by the Confederation upon such member ceasing to be a member.

5.10 A member may not transfer membership.

5.11 A member will be liable for and pay all legal costs, including costs as between attorney and client and collection commission, expenses, tracing fees and charges incurred by the Confederation in obtaining the recovery of arrear levies or any other arrear amounts and owing by such member to the Confederation.

5.12 No member will be entitled to any of the privileges of membership unless and until he has paid every levy and interest thereon, and any other sum, if any, which may be due and payable by that member to the Confederation.

5.13 The Directors will not be entitled to undertake on behalf of the Confederation any works of a capital nature to a value of more than R50 000, without the sanction of a resolution of the Confederation in a general meeting.

5.14 The Directors will for the period from the date of commencement of business of the Confederation to the last day of the turnover year of the Confederation in which such commencement date occur, raise membership fees and levies in accordance with the principles set out above, mutatis mutandis.

5.15 The Confederation will be entitled to charge a reasonable fee for the use of recreational amenities and other facilities.

6. Confederation Executive-Director, Manager and Secretary

6.1 The Directors may from time to time, or shall if required by the members of the Confederation at a general meeting, appoint in terms of a written contract a Confederation Executive-Director, Manager and/or a Secretary (or however named) to oversee, control, manage and administer the Confederation and to exercise such powers and duties as may be entrusted to the Confederation Executive-Director, Manager and/or Secretary, including the power to collect contributions and levies.

6.2 The Confederation Executive-Director, Manager and/or Secretary must keep full records of his/her administration and shall report to the Directors on all matters which in his/her opinion detrimentally affect the Confederation.

6.3 The Directors must give reasonable prior notice to the Confederation Executive-Director, Manager and/or Secretary of all meetings of the Directors and the Confederation Executive-Director, Manager or Secretary shall be entitled to be present thereat.

6.4 The Directors must from time to time furnish to the Confederation Executive-Director, Manager and/or Secretary copies of the minutes of all meetings of the Directors and of the Confederation.

6.4 The Executive-Director, Manager and/or Secretary will have all the rights and privileges of a Director, should he also be an appointed Director of the Confederation.

6.5 Should a Confederation Executive-Director, Manager and/or Secretary not be appointed in terms of this Article 6 then all references in this Memorandum of Incorporation to the Confederation Executive-Director, Manager and/or Secretary, or however named, must be deemed to be a reference to the Directors.

7. Restriction against Alienation of Property

7.1 No property may be sold, transferred, leased, donated or otherwise alienated or disposed of to any person without the prior written approval of the Confederation which approval shall not be unreasonably withheld.

8. Building Requirements

8.1 In order to maintain high standards and to ensure an attractive and harmonious appearance of any property purchased on behalf of the Confederation, the external appearance (including the colour) of any building or structure that may be erected on any erf or plot, or any existing or future building or structure, may not be changed unless the architectural design, plans and specifications (including materials) of such building or structure have been approved in writing by the Confederation or an architect nominated by it.

8.2 The Confederation is entitled to charge a reasonable fee for the inspection of any plans and/or specifications submitted to it for approval, whether or not approval is granted.

8.3 For purposes of Articles 8.1 and 8.2 of this Memorandum the Directors are entitled, but not obliged, to establish an aesthetics committee which will comprise such persons as may be appointed by the Directors in their sole discretion.

8.4 All buildings and structures shall be built in a good and proper and workmanlike manner and strictly in accordance with the plans and specifications approved in accordance with the South African National Building Regulations.

8.5 Such erf/building and all improvements thereon shall be kept and maintained in a neat and tidy condition to the satisfaction of the Confederation.

8.6 Until such time as the Confederation has certified that the conditions stipulated in Article 8 of this Memorandum have been complied with, the transferee or its successors in title are not entitled to sell, donate, exchange or otherwise alienate or transfer the property without the prior written consent of the Confederation.

9. Amenities

9.1 The Directors shall have control of all recreational facilities, security facilities, traffic calming measures, gates and guardhouses, parking and other common facilities and amenities (if any).

<u>1.4 Optional provisions of the Act apply</u>

The Company –

elects, in terms of section 34(2) of the Act, to comply voluntarily with the provisions of Chapter 3 of the Act as set out below:

Accounting Records

(a) The Directors must keep or cause accounting records to be kept as are prescribed by the Act.

(b) The accounting records must be kept at the office or (subject to the provisions of the Act) at such other place as the Directors think fit, and must at all times be open to inspection by any of the Directors by appointment

> (b)(i) The documents referred to in Article (b)(i) of this Memorandum must be available at the office of the Confederation for not less than 21 (twenty-one) days for inspection by any member and to every person entitled to a notice prior to the annual general meeting.

(c) Promptly, or as soon as is reasonably possible after the last day of DECEMBER (or as at such other date as the Directors shall from time to time determine, in accordance with the provisions of the Income Tax Act) in each year, the Directors shall cause to be prepared (in accordance with generally accepted accounting principles) financial statements for such period, or periods, consisting of a balance sheet, a statement of income, additional capital and expenditure and a statement of the Confederation and liabilities at the close of such period(s).

(d) The Directors shall have the right (but shall not be obliged) from time to time to insist upon appointing a practicing charted accountant (SA) to carry out an audit on any aspect of the Confederation accounts, or any transaction or document of the Confederation. The appointed chartered accountant shall report on the financial statements in the customary manner as prescribed in carrying out an audit review in terms of the provisions of the Act.

1.5 Members of the Company

(1) As contemplated in Item 4(1) of Schedule 1 of the Act, the Company has members, who-

are all in a single class, being voting members, each of whom has an equal vote in any matter to be decided by the members of the Company.

(2) The terms and conditions of membership in the Company are as set out in **Part E** of Schedule 1 to this Memorandum.

Part E

10. Membership

10.1 The subscribers to the Memorandum of Incorporation shall be members of the Company.

10.2 The Board may by resolution in its sole discretion or as delegated to a Registration Committee who will admit members in categories according to the By-laws

10.2.1 admit any Person as a member;

10.2.2 refuse to admit any Person as a member;

10.3 The Company shall retain at its registered office a Register of Members of the Company as provided in Section 105 of the Act. The Register of Members shall be open to inspection as provided in Section 113 of the Act.

10.4 No person admitted in terms of Article 10.2.1 above shall become a member unless and until his name has been entered in the Register of Members.

10.5 Membership fees will be payable by members. The minimum annual membership fee payable by the various categories of membership shall be determined by the Board from time to time. Membership fees are payable annually in advance. Members who are liable to pay membership fees may be required to pay an initial entry (joining) fee.

10.6 The provisions of the Memorandum of Incorporation and the By-laws of the Company shall be binding on all members.

10.7 The Board shall have power to suspend and/or terminate a member's membership if:

10.7.1 in the sole discretion of the Board such member is guilty of conduct inimical to the interests and/or objects of the Company by non-compliance with the Memorandum of Incorporation and By-laws of the Company.

10.8 A member whose registration has been terminated shall remain liable for all sums that may at the date of termination of his registration be due from him to the Company and shall not be entitled to any refund of subscription monies already paid nor have any claim against the Company or its officers, its property or its funds.

10.9 Where the member whose registration has been suspended and/or terminated in terms of article 10.7 is a corporate entity and same is due to the conduct of the representative of such corporate member to the Company then such corporate member shall, after a period of 3 (three) months has elapsed from the date of confirmation of any such suspension and/or termination, be entitled to re-apply to the Board for membership of the Company.

10.10 Forthwith, upon the death of a member or upon a member becoming insolvent or of unsound mind or the member being a Confederation, the Confederation be dissolved or become insolvent or being a company or close corporation, the company or close corporation be placed under liquidation or judicial management, such member and its lawful representative shall, notwithstanding anything to the contrary in these Articles contained, on the happening of the said event, cease to have the right to exercise any voting power in respect of its membership and should the member be a director of the Company, he/she shall vacate his/her office as a director.

10.11 Should a Confederation or company or close corporation which has been dissolved or became insolvent, or which has been placed under liquidation or judicial management as the case may be, be represented on the Board by a representative director, such representative director shall vacate his/her office as a director forthwith upon the dissolution or insolvency, or liquidation or placing under judicial management of the Confederation or company.

10.12 The Board shall be entitled to decide, in its sole discretion, whether or not any public announcement is made, either within or outside the Company, of any suspension and/or termination of membership.

10.13 Should a member wish to withdraw from the Company he/she shall give written notice to the Company at its registered office of his/her intention to do so, and he/she shall cease to be a member thirty (30) days after receipt by the Company of such notice. A member who has resigned shall remain liable for all sums that may at the date of termination of his/her registration be due from him/her to the Company and shall not be entitled to any refund of subscription monies already paid nor have any claim against the Company or its officers, its property or its funds.

10.14 The rights of a member shall be personal, shall not be transferable., and shall terminate

> 10.14.1 On death;
> 10.14.2 On becoming of unsound mind;
> 10.14.3 On suspension;
> 10.14.4 On ceasing to be a member in terms of Article 10.13; or
> 10.14.5 On failing to pay the membership fees due by the third month latest following the commencement of the new membership renewal cycly year.

10.15 No member in his/her personal capacity shall have any right, title or interest in the property of the company, its funds or assets.

11. Restriction against Resignation

Membership is voluntary and there is no restriction against resignation. The member shall remain liable for all sums that may at the date of his/her registration be due from him/her to the Company and shall not be entitled to any refund of subscription monies already paid nor have any claim against the Company or its officers, its property or its funds.

12. Register of Members

The Confederation must keep a register of members at the place and in the manner specified in the Act.

ARTICLE 2 – RIGHTS OF MEMBERS

2.1 Members' authority to act

If, at any time, every member of the Company is also a Director of the Company, as contemplated in section 57(4) of the Act, the authority of the members to act without notice or compliance with any other internal formalities, as set out in that section –

is limited or restricted to the extent set out in Part A of Schedule 2 of this Memorandum.

Part A

13. Members and Directors of the Company are obliged to act in accordance with the provisions of the relevant clauses contained herein relating to their respective powers and duties, and cannot act without meeting the formal requirements contained in the aforementioned clauses.

2.2 Members' right to information

In addition to the rights to access information set out in section 26 (1) of the Act, a member of the Company has the further rights to information, if any; set out in **Part B** of Schedule 2 of this Memorandum.

2.3 Representation by proxy

The right of a member of the Company to appoint persons to act as proxies, as set out in section 58(3)(a) of the Act –

is limited, restricted or varied to the extent set out in Part C of Schedule 2 of this Memorandum.

2.4 Authority of proxy to delegate

The authority of a member's proxy to delegate the proxy's powers to another person, as set out in section 58 (3) (b) –

is limited, restricted or varied to the extent set out in Part C of Schedule 2 of this Memorandum.

2.5 Requirement to deliver proxy instrument to the Company

The requirements that a member must deliver to the Company a copy of the instrument appointing a proxy before that proxy may exercise the member's rights at a member meeting as set out in section 58 (3) (c)-

is varied to the extent set out in Part C of Schedule 2 of this Memorandum.

2.6 Deliberate authority of proxy

The authority of a member's proxy to decide without direction from the member whether to exercise, or abstain from exercising any voting right of a member, as set out in section 58 (7) -

is limited or restricted to the extent set out in Part C of Schedule 2 of this Memorandum.

Part C

14. Proxies

14.1 The appointment of a proxy must be in writing under the hand of the person making such appointment or his/her agent, duly authorized in writing.

14.2 If the appointee be a corporate company, the power of attorney must be signed in the manner which and by the person or persons who binds that corporate company.

14.3 The agent under a power of attorney or a member is entitled, if so authorized by the power of attorney, to vote on behalf of and represent such member at any meeting of the Confederation.

14.4 A proxy need not be a member of the Confederation.

14.5 A member may appoint more than 1 (one) proxy to act on his/her behalf on the same occasion, but only one (1) proxy is entitled to vote.

14.6 The Directors may, if they deem it fit, send out with the notice of any meeting, forms of proxy for use at the meeting.

14.7 Every instrument of proxy, whether for a specified meeting or otherwise, must be in the form or to the effect of the example below, or in such other form as the Directors may approve, in either case under the heading of or referring to the Confederation's name.

14.7.1 Any power of attorney and any instrument appointing a proxy and the power of attorney or other authority (if any) under which it is signed, or a materially certified copy of such power of attorney must be deposited at the office or at such other place within South Africa as is specified for that purpose in the notice convening the meeting, not less than 48 (forty eight) hours (excluding Saturdays, Sundays and public holidays) before the time appointed for holding –

14.7.1.1 The meeting or adjourned meetings at which the person named in such instrument proposes to vote;

14.7.1.2 A poll, where a poll is to be held after a meeting or adjourned meeting.

14.7.2 If the power of attorney or other instrument of proxy is not deposited timeously, it shall not be valid.

14.7.3 Unless specifically otherwise stated in the proxy, no instrument of proxy will be valid after the expiration of 6 (six) months from the date thereof except at a poll demanded at a meeting originally held, or at an adjourned meeting of a meeting held within such period.

14.8 A vote by virtue of a power of attorney or an instrument of proxy is valid notwithstanding the previous legal incapacity of the principal or revocation of the power of attorney or instrument of proxy, unless an intimation in writing of such legal incapacity is received by the Confederation at the office not less than 24 (twenty-four) hours before the commencement of the meeting or the taking of the poll at which the instrument of proxy is used.

2.7 Record date for exercise of member rights

If, at any time, the Company's Board of Directors fails to determine a record date (e.g., for the filing of documents, serving of notices, convening of meetings), as contemplated in section 59, the record date of the relevant matter is:

as determined in accordance with section 59(3) of the Act.

PROXY FORM

I/We ……………………………………………….of ………………………………………………………….being

a member (s) of……………………………………………………………………(non Profit Company),

hereby appoint……………………………………………………………………………………………of

or failing him/her……………………………………………………….of………………………………………

or failing him/her the Chairman of the meeting as my/our proxy to vote for me/us and on my behalf at the annual general or general meeting (as the case may be) of the Confederation to be held on the………………day of…………………………………and at any adjournment thereof as follows:

Resolution	**In favour**	**Against**	**Abstain**
Resolution No.			

(Indicate instruction to proxy by way of a cross in the space provided above)

Unless otherwise instructed, my/our proxy may vote as he thinks fit.

Signed this………………day of ……………………………………………………………………………..

____

Signature

(Note: A member entitled to attend and vote is entitled to appoint a proxy to attend, speak and on a poll vote in his/her stead, and such proxy need not also be a member of the Confederation. The member entitled to attend or vote must be fully paid up in membership fees.)

ARTICLE 3 – MEMBERS MEETINGS

3.1 Requirement to hold meetings

The Company –

- is required to hold members meetings, in addition to those specifically required by the Act, as set out in Part A of Schedule 3 of this Memorandum.

3.2 Members' right to requisition a meeting

The right of members to requisition a meeting, as set out in section 61 (3), may be exercised by at least 10% of the voting members.

3.3 Location of members meetings

The authority of the Company's Board of Directors to determine the location of any members meeting, and the authority of the Company to hold any such meeting in the Republic or in any foreign country, as set out in section 61 (9)

- **is limited or restricted to the extent set out in article 20 in Part B of Schedule 3 of this Memorandum.**

3.4 Notice of members meetings

The minimum number of days for the Company to deliver a notice of members' meeting to the members, as required by section 62 of the Act –

- is as set out in article 16 of Part A in Schedule 3 of this Memorandum.

Part A

15. General Meetings

15.1 The Confederation must from time to time hold annual general meetings as provided in the Act.

15.2 Save as may be provided in the Act, members may not convene a general meeting of the Confederation, except where all Directors have become incapacitated or have ceased to be Directors, in which event 2 (two) or more members may convene a general meeting on due notice to all members entitled thereto, and may recover the cost of so doing from the Company.

15.3 The Directors:

15.3.1 may, whenever they deem fit, convene a general meeting of the Confederation;

15.3.2 shall convene a general meeting if requisitioned in terms of the Act;

15.4 Subject to the provisions of the Act:

15.4.1 all general meetings whether annual or otherwise;

15.4.2 all adjourned meetings,

shall be held at such time and place as the Directors shall determine.

16. Notice of General Meetings

16.1 Fourteen (14) calendar days' notice shall be given of all annual general meetings or meetings called for the passing of a special resolution and not less than 14 (fourteen) calendar days' notice must be given of any other general meeting –

16.1.1 in the manner hereinafter determined;

16.1.2 to such persons as are, in accordance with the provisions of the Memorandum of Incorporation, entitled to receive notice of all meetings from the company.

16.1.3 Agenda to meetings to be provided not less than seven (7) days prior to the meeting

16.2 The notice must specify the place, day and time of the meeting and the nature of the business to be transacted thereat.

16.3 Whenever notice of a meeting is given pursuant to this Article, the Confederation must forward a copy thereof to the person responsible for preparing the financial statements of the Confederation and to the Confederation Executive-Director, Manager or Secretary.

16.4 The accidental omission to give notice of a meeting or, where applicable, omission to send an instrument of proxy therewith, or the failure to receive a notice or proxy by any person entitled thereto, or the late receipt thereof, shall not invalidate the proceedings at that meeting.

17. Services of Notices

17.1 Any notice or other document may be served by the Confederation upon any member by –

17.1.1 delivering it to him/her personally; or

17.1.2 sending it by post in a prepaid letter, envelope or wrapper, addressed to such member at his/her registered address; or

17.1.3 sending it by means of a data message by electronic mail to a member's e-mail address in terms of the Electronic Communications and Transactions Act No. 25 of 2002.

17.2 Any member described in the register of members by an address not within South Africa, must furnish the Confederation with a chosen *domicilium citandi et executandi* an address within South Africa and an e-mail address at which notices can be served upon him/her. The Confederation is entitled to have notices served upon him/her at such address.

17.3 Save as determined in the Memorandum of Incorporation or in the Act, no member other than a registered member whose address appears in the register of members as in South Africa, are entitled to receive any notice from the Confederation.

17.4 Save as otherwise expressly provided, where a given number of days' notice, or notice extending over any period is required to be given, the day of service shall not be counted in the number of days or other period.

17.5 For all purposes arising out of these Articles including the giving of notices and the serving of legal process, each member chooses as his/her *domicilium citandi et executandi* the property registered in his name.

17.6 Any notice or other document which may be required to be given in terms of these Articles may be given by the dispatch of such notice or document in terms of Article 17.1 in this Memorandum, in which event, such notice or document shall be deemed to have been received 5 (five) business days after the dispatch thereof by the Confederation.

17.7 Data Messages sent by Electronic Communication

17.7.1 The Confederation may generate, communicate, produce, process, send, receive, record, store or display any information, document or signature by electronic form in terms of the Electronic Communications and Transaction Act No. 25 of 2002;

17.7.2 Any notice or other document sent by means of a data message and addressed to a member by electronic mail to such person's electronic address is deemed to be received by such addressee at the time when the complete data message was sent and entered on an information system designated or used for that purpose by the addressee and is capable of being retrieved and processed by the addressee.

18. Proceedings at General Meetings

18.1 The annual general meeting must deal with and dispose of all matters prescribed by the Act, including the consideration of the annual financial statements, the election of Directors and the appointment and remuneration of a person to prepare financial statements as contemplated in item 1.4.

18.2 The quorum for a general meeting is 50% plus 1 (one) of the Directors of the Confederation present in person and entitled to vote.

18.3 No business may be transacted at any general meeting unless a quorum is present.

18.4 Any business to be discussed which does not appear on the agenda of a meeting, must be brought to the attention of the Board in writing at least seven (7) days prior to the meeting, to be discussed at their discretion.

18.5 If –

18.5.1 within 5 (five minutes from the time appointed for the meeting; or

18.5.2 at any time during the course of the meeting, a quorum is not present, the meeting, if convened upon the requisition of the members, must be dissolved.

18.6 If a meeting is dissolved as in Article 18.5.1 above, it will stand adjourned for a period of 5 minutes or such time as the Chairman may determine and shall be reconvened to the same place as the original meeting, or, if not possible, at such other place as the Chairman of the meeting may appoint.

18.7 If at such adjourned meeting a quorum is not present within five (5) minutes from the time appointed for holding the meeting then at least any three (3) members who are present in person or by proxy and are entitled to vote, is a quorum and may transact the business for which the meeting was called.

18.8 The Chairman, or, in his absence, the Deputy Chairman (if any), must preside as chairman at every general meeting of the Confederation.

18.8.1 If –

18.8.1.1 there be no such Chairman or Deputy Chairman; or

18.8.1.2 at any meeting neither the Chairman nor the Deputy Chairman is present within 10 (ten) minutes after the time appointed for the meeting, or if neither of them be willing to act as Chairman, the Directors present must choose one (1) of their directors to act as such, but if 1 (one) Director only be present, he shall preside as Chairman if he is willing so to act.

18.9 In the absence of a chairman in terms of 18.8.1.2 of this Memorandum, the members present must elect one (1) of their members to act as Chairman.

18.10 The chairman may, with the consent of a meeting at which a quorum is present (and shall if so directed by the meeting) adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting, except such business as may lawfully be transacted at the meeting which was adjourned.

18.11 At a general meeting a resolution put to the vote of the meeting must be decided on the basis set out in Article 19 of this Memorandum.

18.12 A declaration by the chairman of the meeting that a resolution has not been passed by a particular majority or rejected (and an entry to that effect in the minute book) is conclusive evidence of that fact.

18.13 In the case of an equality of votes, the chairman of the meeting does not have a second or casting vote.

18.14 he chairman of a meeting may –

18.14.1 appoint any firm or persons to act as scrutineers for the purpose of checking the powers of attorney received and for counting the votes at the meeting.

18.14.2 act on a certificate given by any such scrutineers without requiring production at the meeting of the forms of proxy or him or herself counting the votes.

18.15 If any votes were counted which ought not to have been counted or if any votes were not counted which ought to have been counted, the error will not vitiate the resolution unless -

18.15.1 it be brought to the attention of the chairman at the meeting; and

18.15.2 in the opinion of the chairman of the meeting, it be of sufficient magnitude to vitiate the resolution.

18.16 Any objection to the admissibility of any vote must be raised:

18.16.1 at the meeting or adjourned meetings at which the vote objected to was recorded;

or

18.16.2 at the meeting or adjourned meetings at which the result of the poll was announced, and every vote not then disallowed is valid for all purposes. Any objection made timeously must be referred to the chairman of the meeting, whose decision will be final and conclusive.

19. Votes of Members

19.1 At every general meeting every member present in person or by proxy, has 1 (one) vote in respect of each company.

19.2 Any member may, by resolution of its Directors or other governing body, appoint a person to act as its representative at any general meeting of the Confederation.

19.3 Such representative is entitled to exercise the same rights on behalf of the member which he represents as that member could exercise if it were an individual who was a member of the Confederation.

19.4 The Directors may,but are not obliged to require proof to their satisfaction of the appointment or authority of such representative.

<u>Part B</u>

20. Such annual general meeting shall be held at such time and place as the Directors shall decide from time to time subject to the provisions of Article 15 above.

<u>3.5 Electronic participation in members' meetings</u>

The authority of the Company to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 63 of the Act -

is limited or restricted to the extent set out in <u>Part C</u> of Schedule 3 of this Memorandum.

<u>Part C</u>

21. Electronic media will be a valid form of notice as per 17.7 above.

22. Members to participate via electronic medium as approved by the board.

<u>3.6 Quorum for members' meetings</u>

(1) The quorum requirements for a members' meeting to begin, or for a matter to be considered are –

as set out in section 64(1) subject to a minimum of 50% plus 1 (one) of the board and as required by that section.

(2) The time periods allowed in section 64(4) and (5) of the Act –

apply to the Company, subject to the variations set out in <u>Part D</u> of Schedule 3 of this Memorandum.

(3) The authority of a meeting to continue to consider a matter, as set out in section 64(9) of the Act -

is limited or restricted to the extent set out in <u>Part D</u> of Schedule 3 of this Memorandum.

<u>Part D</u>

22. Quorum for Members' Meetings and Time Periods

See provision 18 above.

<u>3.7 Adjournment of members' meetings</u>

The maximum period allowable for an adjournment of a members' meeting is –

as set out in section 64(13) of the Act, subject to the variations set out in <u>Part E</u> of Schedule 3 of this Memorandum.

Part E

23. Adjournment

See provision 18 above.

3.8 Members' resolutions

(1) For an ordinary resolution to be adopted at a members' meeting, including a resolution for the removal of a Director, it must be supported by at least –

50% plus 1 of the members who voted on the resolution, as provided in section 65 (7).

(2) For a special resolution to be adopted at a member's meeting, it must be supported by at least –

75% of the members who voted on the resolution, as provided in section 65 (7).

(3) A special resolution adopted at a members; meeting is –

required for the matters set out in section 65(11) of the Act.

ARTICLE 4 – DIRECTORS, BOARD MEMBERS AND OFFICERS

4.1 Composition of the Board of Directors

1) The Board of Directors of the Company shall (unless the members otherwise determine at a general meeting) have no less than 4 (four) directors/office bearers and not more than 9 (nine) directors each of whom

   (a) is to be elected in the manner set out **in Part A** of Schedule 4; and

   (b) serves for a term of two (2) years and then is eligible for re-election for another term of two (2) years

2) In addition to the elected Directors –

   there are no appointed or ex *officio* Directors of the Company, as contemplated in section 66 (4) of the Act.

3) In addition to satisfying the qualification and eligibility requirements set out in section 69 of the Act, to become or remain a Director of the Company, a person –

   must be willing to become a Member of the Confederation and need to satisfy any further eligibility requirements or qualifications.

4) Each appointed Director of the Company may serve for a maximum of two (2) terms in that appointment. Office Bearers (President, Vice President and Immediate Past President) may serve up to maximum of three (3) terms to fulfil their office bearers's term.

5) Person is eligible for election by the Board as Vice president once they have completed a minimum of one (1) term (two years) as an additional Board Member or Director or an association representative general.

6) Directors, Additional Board Members will be allowed to come back after they have sat out a term if they are nominated again

7) Category for Honorary Non-executive Director or Non -Executive Board Member available after fulfilling previous roles of Presidency, Past President and Treasurer.

8) Only the Executive Directors (President, Vice President, Immediate Past President, Treasurer and Appointed Executive Director) will be registered on the CIPC document

9) SAEEC Board Portfolios will be chaired by a board member with voting rights (Membership, Events, Marketing, Editorial, Training Portfolios)

10) Divisions and Interest Groups will be chaired by a board member with voting rights (TIPSASA, EASA, SAFEE, SAYES)

4.2 Authority of the Board of Directors

The authority of the Company's Board of Directors to manage and direct the business and affairs of the Company, as set out in section 66 (1) –

is limited or restricted to the extent set out in Part C of Schedule 4

4.3 Board of Directors' meeting

1) The authority of a Company's Board of Directors to consider a matter other than at a meeting, as set out in section 74 of the Act –

   is limited or restricted to the extent set out in Part D of Schedule 4 of this Memorandum.

2) The right of the Company's Directors to requisition a meeting of the Board, as set out in section 73 (1) of the Act, may be exercised by –

   at least two of the Directors, despite the provisions of that section.

3) The authority of the Company's Board of Directors to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 73(3) of the Act, –

   is not limited and is at the discretion of the board members who must agree unanimously of the platform and as such is not limited or restricted to the extent set out in Part D of Schedule 4 of this Memorandum.

4) The authority of the Company's Board of Directors to determine the manner and form of providing notice of its meetings, as set out in section 73(4) of the Act –

   is limited or restricted to the extent set out in Part D of Schedule 4 of this Memorandum.

5) The authority of the Company's Board of Directors to proceed with a meeting despite a failure or defect in giving notice of the meeting, as set out in section 73(5) of the Act –

   is limited or restricted to the extent set out in Part D of Schedule 4 of this Memorandum.

6) The quorum requirement for a Directors' meeting to begin, the voting rights at such a meeting, and the requirements for approval of a resolution at such a meeting, are –

   as set out in section 73(5) of the Act, subject to the variations set out in Part D of Schedule 4 of this Memorandum.

4.4 Indemnification of Directors

1. The authority of the Company's Board of Directors to advance expenses to a Director, or indemnify a Director, in respect of the defence of legal proceedings, as set out in section 78 (3) of the Act –

   is limited, restricted or extended to the extent set out in Part E of Schedule 4 of this Memorandum.

2. The authority of the Company's Board of Directors to indemnify a Director in respect of liability, as set out in section 78 (5) of the Act –

   is limited, restricted or extended to the extent set out in Part E of Schedule 4 of this Memorandum.

3. The authority of the Company's Board of Directors to purchase insurance to protect the Company, or a Director, as set out in section 78(6) of the Act –

   is not limited or restricted by this Memorandum.

4.5 Officers and Committees

1) The Board of Directors may appoint any officers, Board members it considers necessary to better achieve the objectives of the Company.

2) The authority of the Company's Board of Directors to appoint committees of Directors, and to delegate to any such committee any of the authority of the Board as set out in section 72(1), or to include in any such committee persons who are not Directors, as set out in section 72(2)(a) of the Act –

   is limited, restricted or extended to the extent set out in Part D of Schedule 4 of this Memorandum.

3) The authority of a committee appointed by the Company's Board, as set out in section 72(2)(b) and (c) of the Act –

   is limited, restricted or extended to the extent set out in Part D of Schedule 4 of this Memorandum.

Part A

25. Composition of the Board of Directors, Board Members and Office Bearers

25.1 The Confederation shall (unless the members otherwise determine at a general meeting) have not less than 4 (four) Directors and not more than 11 (eleven) Board Members.

25.2 Election of Directors, Board Members and Office Bearers

25.2.1 The process duration of nomination to be concluded after fourteen (14) days as a minimum.

25.2.2 The process duration of voting to be concluded after fourteen (14) days following the nomination as a minimum.

25.2.3 Vacant positions advertised will forthwith require individuals qualified to fulfill the requirements of the Portfolio Position advertised.

25.2.4 Nominators will be required to submit their Curriculum Vitae upon acceptance of nomination, prior to commencement of the voting process.

25.2.5 Nominators will be screened for suitability to fulfil the required portfolio and the Board of Directors; Board Members reserves the right to decline a nomination that does not meet the requirements.

26. Removal and Rotation of Directors, Board Members and Office Bearers

26.1 Without prejudice to any contrary provisions in the articles, the office of a such a member must be vacated in any of the following events –

26.1.1 if /her estate is sequestrated or he/she assigns his/her estate or enters into a general compromise with his/her creditors;

26.1.2 if he/she is found to be or becomes of unsound mind;

26.1.3 if a majority of his/her co-Directors sign and deposit at the office a written notice wherein he/she is requested to vacate his/her office (which shall become operative on deposit at the office);

26.1.4 if he/she is, pursuant to the provisions of the Act or any order made there under, prohibited from acting as a Director, Board Member or Office Bearer;

26.1.5 if he resigns his/her office by notice in writing to the Confederation;

26.1.6 if –

26.1.6.1 he/she is absent from 3 or more meetings of the Directors without leave of the Directors otherwise than on the business of the Confederation; and

26.1.6.2 the Directors resolve that his/her office be, by reason of such absence, vacated, provided that the Directors have the power to grant to any Director leave of absence for a definite or indefinite period.

26.1.6.3 Director or Board Member will be excluded from returning or being nominated for a period of two (2) years if found in contravention with 26.1.6.1

26.2 A Director, Board member or Office Bearer may hold any other office or place of profit under the Confederation (except that of the person responsible for preparing annual financial statements) or any subsidiary of the Confederation in conjunction with his/her office of Director, for such period and on such terms as to remuneration (in addition to the remuneration to which he may be entitled as a Director) as the Directors may determine.

26.3 A Director of the Confederation may be or become a Director or other officer of, or otherwise interested in, any company promoted by the Confederation or in which the Confederation may be interested as shareholder or otherwise and (except in so far as otherwise decided by the Directors) he/she shall not be accountable for any remuneration or other benefits received by him/her as a Director or officer of or from his/her interests in such other company.

26.4 Any Director, Board member may act by her or himself or through his/her firm in a professional capacity for the Confederation (otherwise than as the person preparing annual financial statements) and he/she or his/her firm are entitled to remuneration for professional services as if he/she were not a Director.

26.5 A Director who is in any way, whether directly or indirectly, interested in a contract or arrangement or proposed contract or arrangement with the Confederation, must declare the nature of his/her interest in accordance with the Act.

26.6.1 No Director or intended Director is disqualified by his/her office from contracting with the Confederation with regard to –

26.6.1.1 his/her tenure of any other office or place of profit under the Confederation or in any company promoted by the Confederation or in which the Confederation is interested;

26.6.1.2 professional services rendered or to be rendered by such Director, Board Member;

26.6.1.3 any sale or other transaction.

26.6.2 No such contract or arrangement entered into by or on behalf of the Confederation in which any Director is in any way interested is voidable.

26.6.3 No Director so contracting or being so interested shall be liable to account to the Confederation for any profit realised by any such appointment, contract or arrangement by reason of such Director holding office or of the fiduciary relationship thereby established.

26.7 A Director may not vote nor be counted in the quorum and if he/she does so his/her vote shall not be counted on any resolution for his/her own appointment to any other office or place of profit under the Confederation or in respect of any contract or arrangement in which he/she is interested, but this prohibition shall not apply to –

26.7.1 any arrangement for giving to any Director any security or indemnity in respect of money lent by him/her to or obligations undertaken by him/her for the benefit of the Confederation;

or

26.7.2 any arrangement for the giving by the Confederation of any security to a third party in respect of a debt or obligation of the Confederation which the Director has her or himself guaranteed or secured;

or

26.7.3 any contract or arrangement with a corporation in which he/she is interested by reason only of being a Director, officer creditor or member of such corporation, and these prohibitions may at any time be suspended or relaxed either generally, or in respect of any particular contract or arrangement, by the Confederation in a general meeting.

26.8 Ratification of a Contract by the Confederation

26.8.1 A contract which violates the terms of Article 26.7 of this Memorandum can be ratified by the Confederation at a general meeting.

26.8.2 The terms of Article 26.7 of this Memorandum do not prevent a Director from voting as a member at a general meeting at which a resolution in which he/she has a personal interest is tabled.

26.9

26.9.1 The Directors may exercise the voting powers conferred by the shares held or owned by the Confederation in any other company in such manner in all respects as they think fit, including the exercise thereof in favour of any resolution appointing themselves or any of them to be Directors or officers of such other company or for determining any payment of or remuneration to the Directors or officers of such other company.

26.9.2 A Director may vote in favour of a resolution referred to in Article 26.7 of this Memorandum for the exercise of the voting rights notwithstanding that he/she may be, or is about to become, a Director or other officer of such other company and for that or any other reason may be interested in the exercise of such voting rights in the manner aforesaid.

27. Retirement of Directors in Rotation

27.1 At every end of office term, annual general meeting, all of the Directors/Board Members, except the president elect (or vice chairman), for the time being must retire from office.

27.2 A Director, Board member retiring at a meeting retains his/her office until the election of Directors/Board member at that meeting has been completed.

27.3 Retiring Directors/Board Members are eligible for re-election for up to two (2) consecutive terms (2-4 years).

27.4 No person, other than a Director, Board Member retiring at the meeting shall, unless recommended by the Directors, be eligible for election to the office of a Director at any general meeting, unless –

27.4.1 not more than 14 (fourteen), but at least 7 (seven) calendar days before the day appointed for the meeting, there shall have been delivered at the office a notice in writing by a member (who may also be the proposed Director) duly qualified to be present and vote at the meeting for which such notice is given;

27.4.2 such notice sets out the member's intention to propose a specific person for election as Director; and

27.4.3 notice in writing by the proposed person of his/her willingness to be elected is attached thereto (except where the proposer is the same persons as the proposed).

27.5 Subject to Article 27.4 of this Memorandum, the Confederation may at the meeting at which a Director/Board Member retires, fill the vacated office by electing a person thereto and in default the retiring Directors, if willing to continue to act, are deemed to have been re-elected, unless –

27.5.1 it is expressly resolved at such meeting not to fill such vacated office; or

27.5.2 a resolution for the re-election of such Director shall have been put to the meeting and rejected.

27.6 The Confederation at a general meeting of the Directors/Board Member may NOT appoint any member as Director to fill a casual vacancy. Election process to be followed as mentioned in 4.1.1(a)

27.7 The president elect (vice chairman) becomes the president (chairman) after the previous president served a two-year period in that capacity.

27.8 The Directors choose, from the Directors-group, a president elect who will serve for a two year period till the president's term comes to an end.

Part B

Not applicable

Authority of the Board of Directors

Part C

28. Powers of Directors

28.1 The management and control of the business of the Confederation vests in the Directors who, in addition to the powers and authorities expressly conferred upon them by the Memorandum of Incorporation, may exercise all powers and authorities and perform all acts which may be exercised or done by the Confederation, and are not hereby or by the Act expressly reserved to the Confederation in general meeting.

28.2 The Directors may delegate the powers and authorities referred to in Article 28.1 of this Memorandum to any one or more persons and to do all such acts as may be exercised or done by the Confederation which are not in terms of the Act or by this Memorandum of Incorporation expressly directed or required to be done or exercised by a general meeting.

28.3 Such management and control may not be inconsistent with the Memorandum of Incorporation nor with the provisions of the Act.

28.4 The general powers given by this Memorandum of Incorporation are not limited or restricted by any special authority or power given to the Directors by any other Article.

28.5 Directors have an expenditure limit of R50 000 on an Confederation capital expense project. Directors may not exceed this amount without a special resolution to this effect being passed at a general meeting, allowing them to do so, whether or not the Confederation has the available funds.

Part D

29. Proceedings of Directors

29.1 The Directors may meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they think fit.

29.2 Unless otherwise determined by the Directors, 50% plus 1 (one) of the Directors are a quorum.

29.3 The Chairman (President) may at any time, and the secretary, upon the request of a Director shall at any time, convene a meeting of the Directors.

29.4 The Directors must determine the number of days' notice to be given for Directors meetings, and the form of that notice.

29.5 A Director who is not in South Africa is not entitled to notice of any meeting.

29.6 The Directors may –

29.6.1 elect a Chairman (President) and a Deputy Chairman (President elect), to act in the absence of the Chairman, of their meetings;

29.6.2 determine the period for which they are to hold office, which shall not exceed 2 (two) years.

29.7 If no Chairman (President) or Deputy Chairman (President elect) is elected, or if at any meeting the Chairman or Deputy Chairman be not present within 5 (five) minutes after the time appointed for holding the meeting, the Directors present must choose one of their directors to be chairman at such meeting.

29.8 All resolutions at a meeting of the Directors must be decided and passed by a **majority of votes** of the Directors present at that meeting at which it is proposed.

29.9 In the case of an equality of votes, the companies act states that "the matter being voted failed" however the Chairman will make the final decision/providing the breaking vote in URGENT matters if needed to be resolved.

29.10 A meeting of the Directors at which a quorum is present are entitled to exercise all or any of the powers, authorities and discretions conferred by or in terms of the Articles which are vested in or are exercisable by the Directors generally.

29.11 A resolution in writing signed by –

29.11.1 all the Directors; or

29.11.2 all the Directors who may at the time be present in Gauteng where the office is situated and who form a quorum, is as valid and effectual as a resolution passed at a meeting of the Directors duly called and constituted.

29.12 Such resolutions –

29.12.1 may consist of one or more documents so signed;

29.12.2 must have regard to the provisions of Section 236 of the Act;

29.12.3 must be delivered to the secretary without delay, and must be recorded by him/herin the Confederation's minute book.

29.13 Such resolution is deemed to have been passed on the day it was signed by the last Director or alternate Director who is entitled to sign it.

29.14 A resolution referred to in Article 29.11 of this Memorandum, which is not signed by all the Directors is inoperative if it purports to authorize any act which a meeting of the Directors has decided not to authorize, until confirmed by a meeting of Directors.

29.15 The meetings and proceedings of any committee consisting of 2 (two) or more Directors are governed by the provisions hereof in regard to meetings and proceedings of the Directors so far as the same are applicable thereto and are not superseded by any regulations made by the Directors.

29.16 All acts performed by the Directors or by a committee of Directors shall, notwithstanding that afterwards it be discovered that there was some defect in the appointment of the Directors or persons acting as aforesaid, or that any of them were disqualified from or had vacated office, be as valid as if every such persons had been duly appointed and was qualified and had continued to be a Director or member of such committee.

29.17 Borrowing Powers of Directors

29.17.1 The Directors may from time to time (by unanimous resolution of all Directors then holding office) borrow for the purpose of the Confederation a total amount not in access of R50 000 without the permission of the Members. Any request to borrow more than R50 000 on behalf of the Confederation must be approved at a General Meeting of the Members.

29.17.2 The Directors may by power of attorney appoint any company, firm or person or any fluctuating body of persons, whether nominated directly or indirectly by the Directors, to be the attorney or agent of the Confederation for such purposes and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the Directors in terms of this Memorandum) and for such period and subject to such terms and conditions as they may think fit.

29.17.3 Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with any such agent as the Directors may think fit.

30. Duties of Directors to Keep Minutes

30.1 The Directors must cause minutes to be made of –

30.1.1 all appointments of offices made by the Directors;

30.1.2 the names of the Directors present at each meeting of the Directors;

30.1.3 all resolutions and proceedings at each meeting of the Confederation;

30.1.4 all resolutions and proceedings at each meeting of the Directors.

30.2 Minutes of any resolutions and proceedings mentioned in Article 30.1 of this Memorandum appearing in one of the minute books of the Confederation, are be proof of the facts therein stated if signed by –

30.2.1 any person purporting to be the chairman of the meeting to which it relates; or

30.2.2 any person present at the meeting and appointed by the Directors to sign in the chairman's place; or

30.2.3 the chairman of a subsequent meeting of the Directors.

30.3 Any extract from or copy of those minutes purporting to be signed by –

30.3.1 the chairman of that meeting; or

30.3.2 any Director; or

30.3.3 the secretary,

is *prima facie* proof of the facts stated therein.

31. Secretary

If the Directors so decide, they may appoint a secretary –

31.1 for such term;

31.2 at such remuneration; and

31.3 upon such conditions

as they may think fit, and the Directors may dismiss such secretary.

32. Authorisation of Documents

32.1 Any two Directors or the Confederation Executive Director or Manager and a Director have the power to authenticate –

32.1.1 the Memorandum of Incorporation;

32.1.2 any resolutions passed by the Confederation or the Directors;

32.1.3 any books, records, documents and accounts relating to the business of the Confederation, and to certify copies thereof or extracts there from as true copies or extracts.

32.2 Where any books, records, documents or accounts are elsewhere than at the office, the Confederation Executive-Director, Manager, Secretary or other officer of the Confederation or other person having custody thereof shall be deemed to be a person duly appointed by the Directors for the abovementioned purpose.

Part E

33. Directors Indemnity

33.1 Every Director, Executive Director, manager, secretary, officer of, and person preparing financial statements for, the Confederation is indemnified out of the funds of the Confederation against –

33.1.1 all liabilities incurred by him in that capacity;

33.1.2 expenditure in defending any proceedings, whether civil or criminal, in which judgement is given

in his favour, or in which he is acquitted; or

33.1.3 costs in connection with any application under Section 248 of the Act in which relief is granted to him by the Court.

33.2 Every such person is indemnified by the Confederation against, and it is the duty of the Directors to, out of the funds of the Confederation, pay all costs, losses and expenses for which any such person may become liable by reason of –

33.2.1 any contract entered into; or

33.2.2 any act done by him/her, in his/her capacity as Director, Executive Director, manager, secretary, officer of, or person preparing financial statements for, the Confederation or in any way in the discharge of his/her duties.

33.3 Subject to the provisions of the Act, no Director, Executive Director, manager, secretary, officer, servant of, or person preparing financial statements for, the Confederation is liable for –

33.3.1 any act, receipt, neglect or fault of any other such officer or servant of the Confederation; or

33.3.2 joining in any receipt or other act; or

33.3.3 any loss or damage arising from the insolvency or delict of any person with whom any monies, securities or effects have been deposited; or

33.3.4 any loss or damage occasioned by any error of judgement or oversight on his/her part; or

33.3.5 any other loss, damage or misfortune whatever which shall happen in the execution of his/her duties of office or in relation thereto, unless the same occurs through his/her own dishonesty.

34. Directors' Remuneration

34.1 The Directors are not entitled to any remuneration.

34.2 Any Director who performs or binds her or himself to perform services which, in the opinion of the Directors, are outside the scope of the ordinary duties of a Director, may be paid such allowances to which he/she may be entitled as a Director, as the Directors may from time to time determine.

34.3 The Directors may, in the discretion of the Board, also be paid all their proven travelling and other expenses necessarily expended by them in connection with the business of the Confederation.

Version Control Summary: **Memorandum of Incorporation (MOI)**

Document	**Date**	**Version**	**RI**
Draft 5	2019.10.10	V05 – Receive on handover	Frankie McKechnie/ Thieda Ferreira
CPL-GOV-02	2021.03.04	V06 – Grammar Syntax & Alignment	Yolanda de Lange / Zadok Olinga

Version control-05 **Amendments to Memorandum of Understanding (MOI)**

Date	2019.10.10	
Document Reference	CPL-GOV-01	
Document Name	Memorandum of Incorporation	
Version	05	
Authorized	Received by Thieda Ferreira on handover, Frankie McKechnie resigned	
Amendments	Not applicable	
Acknowledgement Done by (Position)	Not applicable	Not applicable
Signature	Not applicable	Not applicable

Version control-06 **Amendments to Memorandum of Understanding (MOI)**

Date	2021.03.04	
Document Reference	CPL-GOV-01	
Document Name	Memorandum of Incorporation	
Version	CPL-GOV-02 SAEECMOI-v1-202103	
Authorized	Voting Process during AGM on 2021.03.04	
Amendments	I. x Executive Directors (President, Vice President, Immediate Past President, Treasurer and Appointed executive Director) will be registered on the CIPC document with voting rights II. Membership, Events, Marketing, Editorial, Training and TIPSASA will be chaired by a board member with voting rights III. EASA, MVCSA, SAFEE, SAYES will be presented by the board with voting rights IV. MOI clause 4.5 – Vice President (President Elect) election and terms to be complete a minimum of one term (2 years) as additional board member or portfolio leader V. MOI clause 26 – Timelines regarding elections to the Board VI. MOI clause 26 - Calling meetings with 14 days' notice, 7 days for the agenda to be circulated VII. MOI clause 26 - Special meetings with 7 days' notice and agenda VIII. MOI clause 29.9 – Equal votes procedures with President providing breaking vote IX. MOI article 1.4 – Viewing financial information at SAEEC Office X. Add text to include "his/her" where applicable for grammatic purposes	
Acknowledgement Done by (Position)	K Cassie (SAEEC President)	Z Olinga (SAEEC Vice President)
Signature		

Introduction to the BY-LAWS FOR DIVISIONS OR BRANCHES OF THE SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION (SAEEC)

The SAEEC will from time to time create, establish or incorporate groups as DIVISIONS AND BRANCHES within the larger SAEEC family. The establishment of these entities within the SAEEC would be beneficial to INDIVIDUALS of such a group forming the DIVISION OR BRANCH, the DIVISION OR BRANCH itself and the SAEEC as a whole. These individual DIVISIONS OR BRANCHES are therefore an extension of the SAEEC but often with a specific focus and/or membership type.

This approach then requires that DIVISIONS AND BRANCHES should look, feel, act and be managed in such a way that it is identifiable as part of the larger SAEEC family, which would then create synergies and benefits for individuals, each DIVISION OR BRANCH and the larger SAEEC family, while minimizing risks to all parties. This is easily achieved by DIVISIONS OR BRANCHES, through the adoption of By-Laws within a Constitution which is aligned to a central management approached.

Some of the benefits of this approach are:

1. DIVISIONS OR BRANCHES are recognised and identifiable as part of a reputable and well-known Association, which is the SAEEC (already in existence for 20 years –one of the oldest associations of its kind in Africa)
2. This (point 1 above) then results in DIVISIONS AND BRANCHES instantly receiving industry recognition and credibility as part of the SAEEC and through its activities. These activities include, but are not limited to:
    a. General media exposure
    b. Coverage through a variety of SAEEC newsletters
    c. Contributions and exposure through events being organised by the SAEECC
    d. Possible or increased sponsorships due to the leadership recognition and brand value of the SAEEC, its events company and/or its other DIVISIONS OR BRANCHES
    e. Possible sponsorships from the SAEEC as and when approved by the SAEEC Executive Committee
    f. Guidance via the SAEEC constitution and the SAEEC DIVISION OR BRANCH By-Laws to establish themselves sustainably, legally, as part of industry, with a synergistic focus, without exposing themselves to unnecessary risk, individually or as a group
    g. Additional guidance from SAEEC Executive Committee and/or its individual members, which is an established and well experienced group of individuals active in the industry
    h. The SAEEC will manage annual Association membership fees and related financial matters including, but not limited to the annual independent auditing thereof. All other DIVISIONS' or BRANCHES' monies derived from any additional fees or sponsorships shall be managed by the DIVISIONS or BRANCHES through their financial institutions. Synergies between DIVISIONS OR BRANCHES and the SAEEC contributing to improved performances for individuals, DIVISIONS OR BRANCHES and the SAEEC
    i. Synergy between DIVISIONS OR BRANCHES and the SAEEC contributing to improved performances for individuals, DIVISIONS OR BRANCHES and the SAEEC
    j. Participation within, and exposure to, the management of the umbrella body - the SAEEC Executive Committee
3. DIVISIONS OR BRANCHES have autonomy with respect to their planning, management and activities in alignment to these By-Laws.

BYLAWS OF THE ____________________________

(DIVISION OR BRANCH Name)

OF THE SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION (SAEEC)

Article I -Name and Relevance

Section 1. The name of the DIVISION OR BRANCH shall be the ________________________________ DIVISION OR BRANCH.

Section 2. The DIVISION OR BRANCH acknowledges and accepts that it forms part of the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION and will therefore not act in any way which could harm the Association, its members, the principles by which it stands or its name and identity.

Section 3. The DIVISION OR BRANCH name, or any interim names used, shall be owned by the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION, unless registered prior to becoming a DIVISION or BRANCH. DIVISION or BRANCH names shall be used by all in accordance with the Association's Constitution and Code of Conduct.

Section 4. The DIVISION OR BRANCH may include Board members, who may be proposed by the DIVISION OR BRANCH or be designated by the Executive Committee. These may be interim appointees.

Section 5. DIVISION OR BRANCH members shall be members in good standing of the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION.

Section 6. Within two months of being constituted, a DIVISION OR BRANCH shall formally accept these DIVISION OR BRANCH by-laws. The Board of the DIVISION or BRANCH, whether it be interim or constituted, shall approve and duly authorise these Bylaws by the majority of DIVISION or BRANCH Board members signing the document containing the Bylaws. This document shall be submitted with a duly signed Constitution, within two (2) months from the first meeting of the DIVISION OR BRANCH to the Executive Committee. The Executive Committee will review the application for inclusion into the Association before approval is granted. Any revisions to bylaws at any time must be approved by the Executive Committee.

Section 7. A DIVISION or BRANCH shall align its Constitution and Code of Conduct to the latest SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION's Constitution, Code of Conduct and these by-laws for DIVISIONS and BRANCHES. **A DIVISION or BRANCH shall adhere to all of these requirements.**

Article II -Definitions

Section 1. The term "Energy Industry" or "Industry" or "Energy" includes but is not limited to activities involved in energy utilisation, conservation of energy sources and services.

Section 2. The term "Association" means SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION abbreviated as SAEEC, with which this DIVISION OR BRANCH is affiliated.

Section 3. The term "good standing" means a member of the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION who has paid his or her membership dues within sixty (60) days of his/her renewal date.

Section 4. The term "Executive Committee" means the Board of the "SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION" and vice versa.

Section 5. The term "Board" means the interim or constituted Board of a DIVISION OR BRANCH.

Section 6. The term "Liaison" refers to an individual or group forming part of a DIVISION OR BRANCH who will have no voting powers.

Section 7. Headings used do not form part of the By-Laws and are provided for improved clarity.

Article III -Purposes

The purposes of this DIVISION OR BRANCH shall be:

Section 1. To promote the scientific, educational and developmental interests of those engaged in the energy industry or affiliated to such an industry and in particular shall provide these for its DIVISION OR BRANCH members.

Section 2. To foster cooperative action/s in advancing the common purposes of its members, and to promote activities designed to enable economic and efficient growth of the industry. This shall be done using lawful means.

Section 3. To afford a platform for expression of opinion and due consideration thereof on challenges and questions affecting the industry represented by the DIVISION OR BRANCH. In general, the platform would be (but not limited to) conducting meetings for the presentation and discussion of these matters.

Section 4. To manage, fund and pay for any activities specifically forming part of the DIVISION OR BRANCH mandate, including, but not limited to, managing professional applications for registration and/or certification, testing of products or processes, consulting services, etc.

Section 5. To cooperate with the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION and other relevant industries and organizations.

Section 6. To conduct and/or engage in all lawful activities in furtherance of the foregoing purposes or incidental thereto.

Section 7. To stay in affiliation with and promote the objectives of the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION until such time that a separation request has been issued and the Executive Committee has approved such a separation.

Article IV -Membership

Section 1. A member of the DIVISION OR BRANCH must be a member in good standing with the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION.

Section 2. **Duration of membership and resignation**. Membership in this DIVISION OR BRANCH may be terminated by voluntary withdrawal as herein provided, or in pursuance of these bylaws. All rights, privilege and interests of a member in or to the DIVISION OR BRANCH shall cease on the termination of membership. Any member may, by giving written notice of such intention, resign their membership.

Section 3. **Suspension and expulsion**. Any member of this DIVISION OR BRANCH may be suspended or terminated for cause. Sufficient cause for such suspension or termination of membership is any violation of the bylaws, any lawful rule or practice duly adopted by the DIVISION OR BRANCH, or any other conduct prejudicial to the interests of the Association or the DIVISION OR BRANCH as determined by a two-thirds vote of the Executive Committee or the DIVISION OR BRANCH Board.

Section 4. **Voting**. Members shall have voting rights for any items brought to their attention by the Board or other members via a properly approved motion from the floor.

Section 5. Student members may not vote or hold office but may serve on committees.

Section 6. The Board may include various membership grades, i.e. Affiliate member, Liaison member, Student, Retired, etc.

Article V –Dues

Also refer to finances

Section 1. The annual dues for each member of the DIVISION OR BRANCH shall be determined by the Executive Committee in conjunction with the DIVISION OR BRANCH Board.

Section 2. The annual dues shall be at least the required Association membership fee (currently R770 excluding VAT – 2022).

Section 3. The DIVISION OR BRANCH may request a fee in addition to the annual Association membership dues for its own use. The total annual membership fee shall then be the Association membership dues plus the additional DIVISION OR BRANCH fee.

Section 4. A member wishing to be a member of more than one DIVISION OR BRANCH shall pay the additional amounts as may be required for each DIVISION OR BRANCH plus the annual Association membership dues.

Section 5. Members who fail to pay their annual Association dues within thirty (30) days from the date due for payment, shall be notified by the Association administration. If payment is not made within the next succeeding thirty (30) days, the member shall be excluded from the membership roll and thereupon forfeit all rights and privileges of Association, DIVISION OR BRANCH membership. Reinstatement will be considered upon request of a member with a demonstration of good cause.

Section 6. The collection of DIVISION OR BRANCH additional fees shall be the responsibility of its Board and be managed accordingly.

Section 7. The DIVISION OR BRANCH shall provide for annual financial audits and reporting on any additional fees being managed by the DIVISION OR BRANCH. This audit report shall be made available to the Executive Committee and DIVISION OR BRANCH members.

Article VI –Meetings

Section 1. **Annual**. There shall be an annual general meeting (AGM) of the DIVISION OR BRANCH during the period May to July, before the annual general meeting (AGM) of the Association, unless otherwise ordered by the Executive Committee. This AGM shall be used for the election of Board members who have completed their term of office, for discussion of the finances and budgets, and for reporting back on the relevant annual achievements and challenges of the DIVISION OR BRANCH. Notice of such meeting shall be mailed or e-mailed to the last recorded address of each member at least fifteen (15) days before the reserved date of the meeting.

Section 2. **Regular**. Regular meetings of the DIVISION OR BRANCH shall be held as deemed appropriate by the DIVISION OR BRANCH. Notice of time and place shall be mailed or e-mailed to each member at his or her last recorded address at least ten (10) days in advance of the reserved date of each meeting.

Section 3. **Special**. Special meetings of the DIVISION OR BRANCH may be called by the President of the Association or the Chairperson of the DIVISION OR BRANCH. Notice of any special meeting shall be mailed or e-mailed to each member at his or her last recorded address at least ten (10) days in advance of the reserved date, with a statement of time and place and information as to the subject or subjects to be considered.

Section 4. Quorum. Ten percent (10%) of DIVISION OR BRANCH members in good standing attending any meeting of the DIVISION OR BRANCH shall constitute a quorum. In cases where there is fewer than this number, the presiding Board or Executive Committee member or officer may adjourn the meeting to another time until a quorum is present or may inform the members via mail or e-mail that those members present at the meeting to be held in lieu of the non-constituted meeting, shall be declared a quorum. Alternatively, in the absence of a quorum, the Executive Committee or the DIVISION OR BRANCH Board are empowered to vote, decide or act for and on behalf of the DIVISION OR BRANCH.

Section 5. The typical order of business may be as follows:

1. Call to order
2. Reading of Anti-trust/competition laws for Associations
3. Meeting agenda
4. Reading and acceptance of minutes of previous meeting
5. Dealing with matters arising from previous minutes

6. Communications or letters
7. Reports of Board members
8. Reports of Committees
    a. Standing committees
    b. Special committees
9. New business
10. Adjournment
11. Date/s of next meeting/s

Section 6. The order of business may be altered or suspended at any meeting by a majority vote of the members or Board members present.

Section 7. All meetings shall be legally constituted with an Agenda, issued before the meeting, and minutes kept by the secretary. The minutes shall be formally accepted by the Board, as representative of the meetings held, with the Chairperson's (or Vice-Chairperson's) signature.

Article VII –Board

Section 1. The Executive Committee shall have supervision, of the affairs of the DIVISION OR BRANCH. The Executive Committee will be informed of the direction and activities of the DIVISION OR BRANCH, and if any of these violate the By-laws as outlined in this document, the Executive Committee will take control of any further direction and activities.

Section 2. The first DIVISION or BRANCH Board will be an interim Board until it can be formally constituted. This shall be done by means of an official election process, within a maximum period of three (3) months from the date of the first meeting held by the DIVISION OR BRANCH.

Section 3. Both the interim and thereafter the legal Boards shall be composed of a DIVISION OR BRANCH chairperson and vice-chairperson, secretary, treasurer, and chairpersons of any standing subcommittees, amongst others.

Section 4. The Interim Chairperson and Vice-chairperson, who must be a member in good standing with the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION, shall be formally voted into their respective positions, within three (3) months after the first establishment meeting. At this time the Board secretary shall invite members present to nominate a chairperson and a vice chairperson for the Board, in a secret ballot or by a secret electronic vote. All nominees must be individual members of, representatives of, or individuals who are willing to become members of, the DIVISION OR BRANCH. If any of the nominations received are contested, the secretary shall arrange for an electronic vote by participant members to choose from the remaining nominations received. The chairperson and vice-chairperson shall either be those individuals who received the majority vote or shall be voted into these positions by the Board at the first Board meeting after the vote.

Section 5. Board Meetings. The Board shall have a regular meeting at the time and place of their choice.

Section 6. At the annual general meeting of the DIVISION OR BRANCH, the Chairperson shall call a Board meeting at a date close to, but before, the Association's annual general meeting.

Section 7. **Quorum**. A majority of the whole Board shall constitute a quorum at any meeting of the Board. In cases where there is less than a Board meeting quorum, the Chairperson may adjourn the meeting until such time that a quorum is present.

Section 8. **Absence**. If a Board member is absent from three (3) consecutive meetings for reasons which the Board declares to be insufficient, his or her resignation shall be deemed to have been tendered and accepted.

Section 9. **Compensation**. Board members shall not receive any compensation for their services. The Board may take a resolution which authorizes reimbursement of expenses incurred in the performance of Board duties.

Section 10. **Resignation or removal**. A Board member may resign at any time by giving written notice to the chairperson, the secretary, and/or to the Executive Committee. Such resignation shall take effect at the time specified therein, or, if no time is specified, the time of acceptance thereof shall be determined by the chairperson of the Board and/or Executive Committee. Any Board member may be requested to vacate his or her position on request from the Executive Committee, via its President, for due cause.

Section 11. **Vacancies**. Any vacancies that may occur on the Board by reason of death, resignation, or other reasons may be filled by a candidate chosen by the remaining members of the elected Board for the unexpired term.

Section 12. One of the DIVISION OR BRANCH Board members shall be nominated by its interim or constituted Board to represent the DIVISION OR BRANCH on the Executive Committee. An individual who is already a member of the Executive Committee may represent the DIVISION OR BRANCH.

Article VIII –Board members

Section 1. The full interim Board will resign at the first annual general meeting of the DIVISION OR BRANCH, vacate office thirty (30) days after and be replaced with a legally constituted Board voted in at this annual general meeting.

Section 2. The elected Board members of this DIVISION OR BRANCH shall be a Chairperson and a vice-chairperson, a secretary and a treasurer, amongst others. The candidates shall be nominated prior to the annual general meeting, and the Board members shall be elected by the members of the DIVISION OR BRANCH during the DIVISION OR BRANCH's annual meeting. Election shall be by ballot at the annual general meeting, via electronic vote e-mailed to the secretary or by proxies given to members present at the annual general meeting. The majority of the votes cast shall determine the elected Board, provided there is quorum present at the annual general meeting.

Section 3. Elected Board members shall take office thirty (30) days after election and serve for a term of two years effective from the relevant date of that annual general meeting and until his or her successor is duly elected. Board members may serve more than two years on proposal from the Board and at the discretion of the Executive Committee.

Section 4. Vacancies in any elected position may be filled for the balance of the term by a Board appointed candidate or by membership vote. Elections may be held at any regular or special meeting where a quorum is present.

Section 5. **Chairperson.** The chairperson shall be the principal elective member of the DIVISION OR BRANCH and shall preside at meetings of the DIVISION OR BRANCH. She or he shall be a member ex-officio, with right to vote, of all committees and of the nominating committee.

Section 6. **Vice Chairperson**. The vice chairperson may be delegated by the chairperson to perform his or her duties in the event of the chairperson's temporary disability or absence from meetings. She or he shall have such other duties as the chairperson of the Board may assign.

Section 7. **Treasurer**. The Treasurer shall manage, keep account of all monies received and spent for the use of the DIVISION OR BRANCH; and shall make disbursements authorised by the Board with approval by the chairperson and such other Board members as the Board may prescribe. She or he shall receive all monies from the Association; and shall deposit these monies into the DIVISION OR BRANCH bank account approved by the Board. The treasurer shall report the state of the DIVISION OR BRANCH finances at the annual general meeting and when called upon by the chairperson. Funds may be drawn only upon the written approval of the treasurer or chairperson, or both as prescribed by the Board.

Section 8. **Secretary**. The Secretary's duties shall be to give notice of and to attend all meetings of the DIVISION OR BRANCH, to keep minutes of all proceedings; to attest documents and to perform any other duties as are usual for a secretary of an association or as may be duly assigned to him or her.

Section 9. **Standing Committee Chairman**. Duties shall be reviewed by the outgoing committee chairman with the newly elected chairman.

Article IX –Committee

Section 1. The chairperson, subject to discussion with and approval by the Board, shall appoint standing and special subcommittees as may be required by the bylaws or as necessary for the continued business and or growth of the DIVISION OR BRANCH.

Section 2. Independent Nominations. Nominations for elected committee members may also be made by members of the DIVISION OR BRANCH. These must be received by the secretary thirty (30) days prior to the proposed decision date.

Article X –Mail or E-Mail Vote

When, in the judgment of the Board and/or Executive Committee, any question/issue/decision must be put to a vote from the active membership, and when the Board or Executive Committee deems it inexpedient to call for a special meeting for that purpose, the secretary of the Board may be tasked to send this matter to the membership in writing either via mail or via e-mail for vote and decision., The resolution of this question/issue/decision shall be determined according to the majority of the votes received by mail or e-mail within thirty (30) days after date of submission to the membership. Any and all action/s to be taken in pursuance of this majority mail or e-mail vote will be reviewed at a duly appointed special meeting.

Article XI –Fiscal Year

The fiscal year shall be aligned to that of the Association and will commence on the first day of January and last day of December.

Article XII –Seal, Logo, Events and Sponsorships

Section 1. The DIVISION OR BRANCH shall have a seal or logo of such design as the Executive Committee may approve and will be adopted into relevant correspondence. .

Section 2. The full name of the Association shall at all times be used in conjunction with the seal or logo of the DIVISION OR BRANCH, and in the format "Division/Branch name/logo/seal", with at least the wording "a DIVISION of (*either*) the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION (SAEEC) *or* SAEEC" included.

Section 3. The branding, identity and message of the Association must be aligned, protected and used to its full potential whilst creating synergies where possible. To this end, the Association Events Company (SAEECC) has first right of refusal, subject to being competitively priced, for any paid or sponsored events being planned or organised by a DIVISION OR BRANCH. The DIVISION OR BRANCH shall engage/negotiate with the Association's Events Company before contacting any other organisation or shall arrange this paid or sponsored event themselves.

Article XIII –Indemnification

Section 1. Members of the DIVISION OR BRANCH Board shall serve on the board in their private capacity. They shall not be personally liable for any debts or other claims by third parties or members against the Association or the DIVISION OR BRANCH, provided that their actions were conducted in good faith.

Section 2. The Liability of any member for any obligation of the DIVISION OR BRANCH shall be limited to the membership fees payable by the member in a single year.

Section 3. Members of the Executive Committee shall serve on the Committee in their private capacity. They shall not be personally liable for any debts or other claims by third parties or members against the association or the DIVISION OR BRANCH, provided that their actions were conducted in good faith.

Article XIV –Use of DIVISION OR BRANCH Funds

Section 1. The DIVISION OR BRANCH shall use its funds only to accomplish the objectives and purposes specified in these bylaws and its Constitution, and no part of said funds shall inure, or be distributed, to the members of the DIVISION OR BRANCH.

Section 2. The Association may, for an interim period, manage the financials for any DIVISION OR BRANCH. However, should the DIVISION OR BRANCH plan to raise additional membership fees for its own use, the DIVISION OR BRANCH shall establish a bank account within 1 month before such fees are raised.

Section 3. ALL fees of all DIVISIONS OR BRANCHES shall be channelled through the Association, who will ring-fence the finances and pay the additional membership fees quarterly into the DIVISION OR BRANCH bank account, unless the Association gives special, approved dispensation for DIVISIONS OR BRANCHES that have fees already paid into an established bank account. The DIVISION OR BRANCH shall transfer the Association dues for all DIVISION OR BRANCH members within 30 days of joining the Association or within the prescribed due dates of Association fees. The Association shall provide for annual financial audits which shall be made available to all DIVISIONS OR BRANCHES.

Article XV –Amendments

Section 1. The authority to make amendments to the Constitution shall be vested in the Executive Committee, subject to a Board proposal which has been approved by the DIVISION OR BRANCH members in good standing at a special or regular meeting.

Section 2. No amendments are allowed to these By-Laws without the Executive Committee's approval.

Article XVI –Authorization

Section 1. The DIVISION OR BRANCH shall not enter into any contracts binding the Association without prior written approval of the Executive Committee. It shall be understood that the DIVISION OR BRANCH is an extension of the Association and members shall act accordingly.

Section 2. The DIVISION OR BRANCH will seek specific approval for the use of the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION name, by written approval of the Association Executive Committee.

Section 3. No members of the DIVISION OR BRANCH shall enter into any contracts in the name of the DIVISION OR BRANCH in dealings with others without the written consent and authorization of the Executive Committee.

Section 4. The DIVISION OR BRANCH shall comply with requests from the Executive Committee of the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION for reports on activities, meetings and budgets.

Article XVII –Dissolution

Section 1. A DIVISION OR BRANCH which has not held a meeting within twelve (12) months or does not have Board members in good standing with the Association will be declared inactive by the Executive Committee.

Section 2. Dissolution of the DIVISION OR BRANCH shall be by a unanimous vote of the Board OR the Executive Committee.

Section 3. Dissolution will naturally occur and be affected by the Executive Committee, should the DIVISION OR BRANCH not issue the duly authorised By-Laws and a constitution within two (2) months after its first meeting.

Section 4. Upon dissolution, the DIVISION OR BRANCH shall notify the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION and pay all outstanding debts to all parties involved. Any fund balance shall be forwarded to the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION who will use such as deemed appropriate by its Executive Committee. The SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION shall not be liable for any debts owing by a DIVISION OR BRANCH.

Section 5. Irrespective of the dissolution or non-existence of the DIVISION OR BRANCH, the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION shall continue to own the DIVISION OR BRANCH name and may do with it as it may deem appropriate, unless such name has been independently registered prior to becoming a DIVISION OR BRANCH of the SOUTHERN AFRICAN ASSOCIATION FOR ENERGY EFFICIENCY CONFEDERATION.

Full Names, Contact number and Signatures of DIVISION OR BRANCH Board members (as per Article 1, Section 6):

Full Names	***Contact Nr***	***Signature***
*1.*__________	__________	__________
*2.*__________	__________	__________
*3.*__________	__________	__________
*4.*__________	__________	__________
*5.*__________	__________	__________
*6.*__________	__________	__________
*7.*__________	__________	__________
*8.*__________	__________	__________
*9.*__________	__________	__________
*10.*__________	__________	__________
*11.*__________	__________	__________