

FOUNDING STATEMENT AND CONSTITUTION

(Memorandum of Incorporation as an Organisation)

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FOUNDING STATEMENT AND CONSTITUTION

(Memorandum of Incorporation as an Organisation)

CHAPTER 1: OVERVIEW & PURPOSE

ARTICLE 1.1: PRE-AMBLE

- 1.1.1 In this document, the term “Sustainable Use” means: “the wise and responsible use of renewable biodiversity and the elements which support it, and which does not lead to depletion of the resource.”
- 1.1.2 In recognition of urbanised, industrialised society’s domination of global thinking, media and policymaking, the founders of SUCo-SA stand together to ensure that our heritage, values, conservation benefits and the wellbeing of all our people, derived from the ongoing sustainable use of renewable natural resources, is secured into the future.
- 1.1.3 In recognition of their foresight and initiative taken in forming this Coalition, we record here for posterity our Founding Member Organizations:
- i. Confederation of Hunting Associations of South Africa (CHASA)
 - ii. National Hunting and Shooting Association (NHSA / Natshoot)
 - iii. Parrot Breeders Association of South Africa (PVSA / PASA)
 - iv. Professional Hunters Association of South Africa (PHASA)
 - v. South African Falconry Association (SAFA)
 - vi. South African Predators Association (SAPA)
 - vii. South African Taxidermy and Tannery Association (SATTa)
 - viii. South African Wingshooters Association (SAWA)
 - ix. The True Green Alliance (TGA)
 - x. Wildlife Ranching South Africa (WRSA)

ARTICLE 1.2: NAME AND LOGO

- 1.2.1 The association hereby constituted will be called: The Sustainable Use Coalition – Southern Africa (hereinafter referred to as the "Coalition").
- 1.2.2 The Coalition’s shortened name will be SUCo-SA (pronounced: soe kəʊ es eɪ).

- 1.2.3 The logo of the Coalition may only be reproduced as depicted below, or in the formats as stipulated in the attached Corporate Identity Policy Document.
- 1.2.4 The figure below is the official logo of the Coalition to be depicted on all official SUCo-SA documentation.



The “circle of life” part of the logo, with the word “SUCo-SA” below the logo, may be used in other SUCo-SA promotional items.

- 1.2.5 Use of the logo must comply with the Coalition’s Corporate Identity policy.
- 1.2.6 The use of the name and logo of the Coalition is restricted to properly affiliated members and may not be used by others without the written consent of the Coalition.
- 1.2.7 The reproduction of the logo must be approved by the Executive Committee before such promotional items or articles may be produced or offered for sale by members.

ARTICLE 1.3: ADDRESS

- 1.3.1 The address of the Coalition is that of the Chair of the Coalition or such other address as determined by the Executive Committee.

ARTICLE 1.4: LEGAL STATUS

- 1.4.1 The Coalition is a non-profit legal persona with an identity and existence distinct from its members or office bearers and will continue to exist notwithstanding changes in the composition of its membership or of its office bearers.
- 1.4.2 The Coalition has all the rights and privileges attached to its legal status including, but not limited to, the right to sue or be sued, to acquire property and to divest of such property, and to perform tasks necessary for the fulfilment of its objectives . It is represented in any legal proceedings by a person, or persons appointed for that purpose by the Coalition.

- 1.4.3 Members, or office bearers, have no rights in the property or other assets of the Coalition by virtue of them being members or office bearers. The Coalition's income and property is not distributable to its members or office bearers except as reasonable compensation for services rendered.
- 1.4.4 Members of the Coalition shall not incur any liability beyond the payment of annual subscriptions and the payments provided for by this Constitution. The activities of the Coalition are carried on with an altruistic intent. At least five (5) elected members, who are not connected in relation to each other, acting as the Executive Committee, accept fiduciary responsibility for the Coalition and control the decision-making powers of the Coalition.
- 1.4.5 Any legal proceedings brought in any court of law by, or against, a Member Organization or individual member is instituted or defended by such a member and is represented by any person or persons appointed for such purpose by the relevant Member.
- 1.4.6 Members of the Coalition and/or their representatives are indemnified by the Coalition against all costs, loss, and expenses which such members and/or their representatives may incur, or become liable for, in the execution of their office in the name of the Coalition, unless such liability is incurred by their own wilful act or default.
- 1.4.7 No donation is accepted which is revocable at the instance of the donor for any reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof, provided that a donor (other than a donor which is exempt from tax) may not impose any conditions which could enable such a donor, or any connected person in relation to such donor, to derive some direct or indirect benefit from the application of such donation.

ARTICLE 1.5: GOVERNANCE AND ADMINISTRATIVE STRUCTURE OF THE COALITION

The constitutional governance and administrative structure of the Coalition is vested in the General Assembly and the Executive Committee.

- 1.5.1 The General Assembly constitutes the supreme authority of the Coalition, and is comprised of:

- 1.5.1.1 Duly mandated representatives of each Member Organization. Each Member Organization of the Coalition has the right to have up to three (3) representatives at each of the General Assembly meetings of the Coalition.
- 1.5.1.2 The Executive Committee of the Coalition.
- 1.5.2 The management of the Coalition rests with the Executive Committee, which may co-opt members as required.
- 1.5.3 The tasks, composition, responsibilities and duties of all Members Organizations of the Coalition are defined in Chapters 3, 5 and 6.
- 1.5.4 Meetings of the General Assembly may be held as in-person meetings, video conferencing or hybrids thereof, as appropriate from time to time.

ARTICLE 1.6: NON-PROFIT COMPANY (NPC)

- 1.6.1 The Coalition has been registered as a Non-Profit Company (NPC) with registration number: 2022/254767/08 in terms of Section 14 of the Companies Act, 2008.
- 1.6.2 The income and property of the Coalition shall be used solely for the promotion of its stated objectives. The members and the office bearers shall have no rights to the property or other assets of the Coalition solely by virtue of them being members or office bearers. No portion of the income or property of the Coalition may be paid or distributed, directly or indirectly, to any person (otherwise than in the ordinary course of undertaking any public benefit activity), or to any member of the Coalition or Executive Committee, except as:
 - 1.6.2.1 Reasonable compensation for services rendered to the Coalition.
 - 1.2.6.2 Reimbursement of actual costs or expenses reasonably incurred on behalf of the Coalition.
- 1.6.3 If the provisions of this Constitution are in any way inconsistent with the unalterable provisions of the Companies Act, the provisions of the Act must prevail.

ARTICLE 1.7: MEMORANDUM OF INCORPORATION

- 1.7.1 For the purposes of the Companies Act, 2008, and the Income Tax Act 58, 1962, this document also serves as the Memorandum of Incorporation (MOI) for the Coalition.
- 1.7.2 The Coalition has been registered as a Public Benefit Organisation (PBO) in terms of Section 10 of the Income Tax Act (58 of 1962 - the Act) with Tax Exemption Reference number: 930076831.

- 1.7.3 Section 30 of the Income Tax Act, 1962 requires the following clauses to be included in this Constitution in order to comply with the requirements to be, and remain, registered as a Public Benefit Organisation (PBO):
- 1.7.3.1 At least three persons who accept fiduciary responsibility for the Coalition will not be connected persons in relation to each other, and no single person, directly or indirectly, will control the decision-making powers relating to the Coalition.
- 1.7.3.2 On dissolution of the Coalition, the remaining assets must be transferred to:
- i. A Public Benefit Organisation (PBO), which has been approved in terms of section 30 of the Act;
 - ii. Any institution, board or body which is exempt from the payment of income tax in terms of section 10(1)(cA)(i) of the Act, and which has as its sole or principal objective the carrying on of any public benefit activity; or
 - iii. Any department of state or administration in the national or provincial or local sphere of government of the Republic of South Africa (“the Republic”), contemplated in section 10(1)(a) or (b) of the Act.
- 1.7.3.3 The activities of the Coalition are carried on in a non-profit manner and with an altruistic or philanthropic intent.
- 1.7.3.4 No activity of the Coalition will, directly or indirectly, promote the economic self-interest of any fiduciary or employee of the Coalition other than by way of reasonable remuneration.
- 1.7.3.5 No funds of the Coalition will be distributed to any person, other than in the course of undertaking any public benefit activity.
- 1.7.3.6 The funds of the Coalition will be used solely for the objectives for which the Coalition was founded.
- 1.7.3.7 The Coalition will not be a party to, or will not knowingly permit itself to be used as part of, any transaction, operation or scheme of which the sole or main purpose is the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been, or would have become, payable by any person under the Act, or any other Act administered by the Commissioner for the South African Revenue Service (SARS).
- 1.7.3.8 No resources of the Coalition will be used, directly or indirectly, to support, advance or oppose any political party.
- 1.7.3.9 No remuneration will be paid to any employee, office bearer, member or other person, which is excessive, having regard to what is generally considered reasonable in the sector in relation to the service rendered, and which does not, and will not,

economically benefit any person in a manner which is not consistent with the objectives of the Coalition.

- 1.7.3.10 No donation will be accepted which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A of the Act, ~~Income Tax Act (Act 58 of 1962)~~ provided that a donor (other than a donor which is an approved public benefit organisation (PBO) or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i) of the Act, which has as its sole or principal objective the carrying on of any public benefit activity), may not impose any conditions which could enable such donor, or any connected person in relation to such donor, to derive some direct or indirect benefit from the application of such donation.
- 1.7.3.11 A copy of all amendments to the founding document must also be submitted to the Commissioner for the South African Revenue Service (SARS).
- 1.7.3.12 The Coalition will comply with reporting requirements as may be determined by the Commissioner for the South African Revenue Services (SARS).
- 1.7.3.13 All public benefit activities carried on by the Coalition will be for the benefit of, or widely accessible to, the general public at large, including any sector thereof, other than small and exclusive groups.

ARTICLE 1.8: OPERATIONAL YEAR

- 1.8.1 The operational year of the Coalition will commence with the first Executive Committee meeting, which will be held, in terms of Article 7.6, twenty-one (21) days after the Annual General Meeting (AGM).
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CHAPTER 2: OBJECTIVES, AND RESPONSIBILITIES

The Coalition is a public, non-government and non-profit Coalition established for the following objectives:

- 2.1 To stand in solid, unified, protection of all forms of legal sustainable use of renewable natural resources.
 - 2.2 To strive to ensure that where sustainable use is not legal, but should be, it is caused to be made to become legal.
 - 2.3 To correlate, create and become a repository for credible scientific and practical knowledge supporting the doctrine of sustainable use.
 - 2.4 To share with the public useful and educational facts on the benefits of sustainable use, and the resultant importance of habitat conservation.
 - 2.5 To dispel myths spread against sustainable use, whether deliberate misinformation, or inadvertent ignorance from general sources and the media.
 - 2.6 To support and/or create specialised Coalition focus groups to manage specific strategic functions furthering the overall Coalition objectives.
 - 2.7 To ensure strong strategic liaison between Coalition members to maximise strengths, minimise weaknesses, and avoid duplication of effort.
 - 2.8 To create capacity to ensure positive influence in every sphere of policy affecting all aspects related to sustainable use, and habitat conservation.
 - 2.9 To seek broader national, regional, and international liaison, cooperation, and alliances with like-minded entities.
 - 2.10 To create mechanisms to ensure the long-term functioning and capacity of the Coalition.
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CHAPTER 3: MEMBERSHIP

ARTICLE 3.1: QUALIFICATIONS AND LIMITATIONS

3.1.1 DEFINITION

- 3.1.1.1 Membership is on a voluntary, own risk basis, and open to any member-based organisation, representing appropriate interests, which subscribes to the doctrine of sustainable use and habitat conservation, and which is prepared to align fully with the objectives of the Coalition, and subject to its rules as described in the policy manual on membership.
- 3.1.1.2 Membership is not dependent on any restrictions pertaining to religion, age, race, gender, sexual orientation, ethnic or social origin, disability, belief, culture, language, or any other discriminatory criteria.

3.1.2 EXCEPTIONS

- 3.1.2.1 The General Assembly may consider applications for individuals or organisations that would not otherwise qualify to become members on merit. The decision of the General Assembly in this will be final.
- 3.1.2.2 An entity whose membership was previously terminated or suspended may apply to have their membership reinstated. The General Assembly may set any requirements to the application process, and/or conditions, including a probationary period, to the entity's participation in the Coalition. The decision of the General Assembly in considering such applications will be final.

ARTICLE 3.2: MEMBERSHIP CATEGORIES

3.2.1 FULL/ VOTING MEMBERS:

Any member-based organisation, representing appropriate interests, which subscribes to the doctrine of sustainable use and habitat conservation; who is prepared to align fully with the objectives of the Coalition, and stands in support of the various niche elements which the individual members of the Coalition represent in their own capacities, may be invited to apply for membership in the prescribed manner, subject to rules as described in the policy manual on membership.

3.2.2 ASSOCIATE MEMBERS:

Organizations and Associations not fully meeting the exact requirements or model set out in Item 3.2.1, for full membership, but do wish to support and align themselves with SUCo-SA by more structured protocols than offered through the “Benefactor” category, may apply for Associate membership in the prescribed manner. Associates will receive attendance and speaking rights at meetings.

3.2.3 BENEFACTOR MEMBERS:

Natural or juristic persons who subscribe to the Coalition’s principles and objectives may join, according to the prescripts of the benefactor document, with no vote.

3.2.4 HONORARY MEMBERS:

The criteria for the awarding of an Honorary Membership to any individual may be determined from time to time by the Coalition, and, as a minimum, such persons will have made a significant contribution to the Wildlife Industry, Sustainable use in general or to the Coalition.

Honorary Members of the Coalition hold full speaking rights at General Meetings, but do not have the right to vote in elections, referenda, or meetings.

ARTICLE 3.3 APPLICATION PROCEDURE

3.3.1 APPLICATION TO BECOME A VOTING OR ASSOCIATE MEMBER

3.3.1.1 An application for voting membership must be completed on the prescribed form and be accompanied by a copy of the applicant’s constitution and a statement indicating full support for the core activity and constituencies of all other Coalition members. The member application form is attached as an appendix to the Constitution.

3.3.1.2 Upon receipt of the signed application form, it is accepted that the applicant has read, understood and unconditionally accepted the SUCo-SA Constitution, Policies and Rules, general terms and conditions, and Plan of Action.

3.3.2 APPROVAL OF MEMBERSHIP APPLICATION

3.3.2.1 Application to become a Voting or Associate member will be considered in terms of the rules in this Constitution and in the policy manual on membership and must, thereafter, be approved by a two-thirds (2/3) majority of voting members, by way of a secret ballot, at a properly constituted meeting of the Coalition.

- 3.3.2.2 Neither the Executive Committee nor the Coalition shall be required to give reasons for their decisions.

ARTICLE 3.4: GOOD STANDING

3.4.1 **A MEMBER IN GOOD STANDING IS:**

- 3.4.1.1 A member who is properly registered with the Coalition, having completed the prescribed application form, and been accepted in terms of paragraph 3.3.2, and;
- 3.4.1.2 A member whose membership fees and all other debts to the Coalition are paid in full, and;
- 3.4.1.3 A member who is not in contravention of any of the Coalition's rules or regulations; and
- 3.4.1.4 who is not under disciplinary review.

3.4.2 **RIGHTS OF MEMBERS IN GOOD STANDING:**

- 3.4.2.1 Members in good standing have voting rights, and;
- 3.4.2.2 their duly authorised representative(s) may be elected or co-opted into any position in the Coalition.

ARTICLE 3.5: MEMBERSHIP BENEFITS AND PRIVILEGES

- 3.5.1 Membership of the Coalition affords members certain benefits and privileges, dependent on fees and other payments, and any restrictions that may be instituted from time to time. These may include, but are not limited to:
- 3.5.1.1 Voting rights;
- 3.5.1.2 Attendance of Conferences, training, and workshops; and
- 3.5.1.3 Access to resources such as the SUCo-SA Library, social media accounts, and other to be announced activities.
- 3.5.2 Limitations – membership does not grant any rights, or access, to the Coalition's property, funds, or other assets.

ARTICLE 3.6: RESPONSIBILITIES OF MEMBERS

The Coalition may suspend or terminate membership if a member does not meet the following requirements:

- 3.6.1 **ACTIVE PARTICIPATION:** All members must participate in all actions and activities of SUCo-SA according to their abilities.
- 3.6.2 **MEMBERSHIP FEES:** All members must pay their membership fees timeously.
- 3.6.3 **MEETINGS:** Meetings are held to inform members and to make decisions. Members are expected to attend all meetings of the Coalition and must make apologies in advance if they are unable to do so.
- 3.6.4 **MEMBER DETAILS:** It is the responsibility of each Member Organization to update the Coalition secretariat of changes to any pertinent details.

ARTICLE 3.7: INDEMNITY

- 3.7.1 By accepting membership a member indemnifies the Coalition against any claims or responsibilities.

ARTICLE 3.8: TERMINATION AND SUSPENSION OF MEMBERSHIP

- 3.8.1 **RESIGNATION:** Any member may resign from the Coalition upon written notification addressed to the Secretary-General, accompanied by all outstanding fees and the return of all property which belongs to the Coalition.
- 3.8.2 **SUSPENSION:**
 - 3.8.2.1 Membership will be suspended if membership fees, or other debts, are not paid within 60 days after due date, provided that a reminder is issued after 30 days.
 - 3.8.2.2 The Coalition may, in writing, through the Executive Committee, at any time, on reasonable and motivated grounds, request a member to resign its membership from the Coalition, following adherence to the prescribed disciplinary procedures stipulated in Chapter 12.
- 3.8.3 **DISSOLUTION:** Membership will be terminated if any Member Organization of the Coalition is dissolved.
- 3.8.4 Upon termination or suspension of membership, such member will not be entitled to any refund or to keep, or use, any property of the Coalition.

CHAPTER 4. GENERAL ASSEMBLY

ARTICLE 4.1: SUPREME AUTHORITY

- 4.1.1 The General Assembly constitutes the supreme authority of the Coalition and directs the affairs of the Coalition.

ARTICLE 4.2: EXCLUSIVE PREROGATIVES

- 4.2.1 The General Assembly has the exclusive prerogative to vote on the following matters:
 - 4.2.1.1 Election of all office bearers.
 - 4.2.1.2 Approval of the appointment of non-elected members of the Executive Committee.
 - 4.2.1.3 Affiliation and disqualification of members, with the support of the Executive Committee.
 - 4.2.1.4 Approval of the Coalition's programme(s) of activity for the ensuing year.
 - 4.2.1.5 Approval of the budget for the ensuing year.
 - 4.2.1.6 Approval of the Financial Statements.
 - 4.2.1.7 Approval of the Executive Committee's Plan and reports.
 - 4.2.1.8 Approval of the appointment of the accounting officer for the forthcoming year.

ARTICLE 4.3: SPECIFIC RESPONSIBILITIES

- 4.3.1 The General Assembly receives and acts upon reports and recommendations referred to it by the Executive Committees, or by any Member Organization.

ARTICLE 4.4: COMPOSITION

- 4.4.1 The General Assembly shall be composed of:
 - 4.4.1.1 The Executive Committee.
 - 4.4.1.2 The duly mandated Representative(s) of each Member Organization.

ARTICLE 4.5: REPRESENTATION

- 4.5.1 Each Member Organization has the right to have three representatives (one vote per Member Organization) at each of the General Assembly meetings of the Coalition (additional representatives may on good cause shown, be admitted to meetings).
 - 4.5.2 Representatives of Member Organizations must be members in good standing of that Organization.
 - 4.5.3 Representatives of Member Organizations shall be mandated by their Organization to take decisions at meetings of the Coalition.
 - 4.5.4 It is recommended, but not mandated, that the representatives should be the President/ Chair of the Member Organization, and their Deputy.
 - 4.5.5 In the event of the Chief and/or Co-representative of a Member Organization not being able to attend a meeting of the General Assembly, they must notify the Secretary-General of the Coalition in writing, prior to the commencement of the meeting, of their designated representative(s), who must be a member(s) in good standing of said Member Organization.
 - 4.5.6 Any Member Organization of the General Assembly may request speaking rights for their co-representatives or any other non-member attending. The General Assembly may rule on this request.
 - 4.5.7 The additional rules of procedure are outlined in Chapter 7.
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CHAPTER 5. MANAGEMENT STRUCTURE

ARTICLE 5.1: AUTHORITY

- 5.1.1 The affairs of the Coalition are controlled and managed by the Executive Committee. Subject to the terms of this Constitution, and to the resolutions of members in the General Assembly, the Executive Committee may exercise all the powers of the Coalition.
- 5.1.2 In the General Assembly, the Coalition may review, approve, or amend any decision taken by the Executive Committee, with the understanding that no such resolution of the Coalition shall invalidate any prior action taken by the Executive Committee in accordance with the provisions of this Constitution.
- 5.1.3 The Coalition, acting through its Executive Committee, or through the General Assembly, has all the powers necessary to carry out its stated objectives effectively.

ARTICLE 5.2: COMPOSITION OF EXECUTIVE COMMITTEE

- 5.2.1 An Executive Committee will be elected by General Assembly to manage the Coalition. The Executive Committee comprises of at least five (5) individuals, who are members in good standing of the Member Organizations, and who will act as office bearers of the Coalition and who will serve on the Executive Committee for three (3) years after being elected to the Executive Committee.
- 5.2.2 **PORTFOLIOS:** The portfolios of the Executive Committee will consist of:
 - 5.2.2.1 Chair
 - 5.2.2.2 Vice Chair
 - 5.2.2.3 Secretary-General
 - 5.2.2.4 Treasurer
 - 5.2.2.5 An additional Member
- 5.2.3 Portfolios may be added or combined as required, with the understanding that the Executive Committee may, in addition to the elected portfolio holders, also co-opt another two (2) additional members, if this is required to effectively execute a task.
- 5.2.4 The Executive Committee must consist of an odd number of office bearers and, if this is not possible, the Chair has a casting vote.
- 5.2.5 Individuals are nominated for the different portfolios and elected per portfolio by the General Assembly.

5.2.6 After election, the Chair will task one of the Executive Committee members to be responsible for disciplinary matters

5.2.7 **THE EXECUTIVE: DAY-TO-DAY MANAGEMENT**

5.2.7.1 If the Executive Committee is enlarged by adding co-opted members, the portfolios in paragraph 5.2.2, being the Chair, Vice Chair, Secretary-General and Treasurer, or a combination thereof, as determined by the Executive Committee, will be responsible for the day-to-day management of the Coalition and are referred to as the Executive.

5.2.7.2 The Executive responsible for the day-to-day management will have the authority to make urgent day-to-day decisions, which must be ratified at the next Executive Committee meeting.

5.2.8 **CO-OPTED MEMBERS**

5.2.8.1 The Executive Committee may from time to time co-opt additional non-voting members if considered appropriate.

5.2.8.2 The co-opted members shall serve for such period as the Executive Committee considers appropriate.

5.2.8.3 The co-opted members shall only have management powers and voting rights in respect of the specific task or portfolio for which they have been co-opted.

5.2.8.4 All co-opted members must meet the qualifications as set out in Article 6.3

5.2.9 **SUB-COMMITTEES**

5.2.9.1 The Coalition has the right to form, and subsequently dismantle, sub-committees, should the Executive Committee or General Assembly deem it necessary.

5.2.9.2 One or more sub-committees may be formed to take care of specific projects, programmes or tasks within a framework and mandate which will be stipulated.

5.2.9.3 A sub-committee shall consist of at least three (3) persons.

5.2.9.4 The Executive Committee appoints or co-opts a member to Chair such a sub-committee and mandates such a person to convene the sub-committee of suitable size and persons.

5.2.9.5 A sub-committee may be formed for a specific period or may be required to operate indefinitely.

5.2.9.6 Sub-committees must report regularly to the Executive Committee and, if need be, their activities must be approved by the Executive Committee and ratified by the General Assembly.

5.2.9.7 All sub-committee members must continuously meet the qualifications as set out in Paragraph 5.3.1, except that the Coalition may appoint a uniquely qualified or experienced external person to a sub-committee, if warranted.

- 5.2.9.8 The Executive Committee will coordinate all activities of its sub-committees and report to the General Assembly accordingly.

ARTICLE 5.3: PREREQUISITE FOR ELECTED OR CO-OPTED OFFICERS AND COMMITTEE MEMBERS

- 5.3.1 **MEMBERSHIP:** All candidates / nominees for elected, appointed, or co-opted positions on the Executive Committee or sub-committees must be a Coalition member in good standing of a properly affiliated Member Organization of the Coalition.
- 5.3.2 **ATTENDANCE AT MEETING:** All nominees must attend the meeting where they are to be elected, or where their appointment will be ratified, unless an exceptional reason exists for their absence, General Assembly or Executive Committee may accept their non-attendance, depending on the situation.
- 5.3.3 **EXPERIENCE:** It is preferable that the Executive Chair should have served at least one year on the Executive Committee, except for the first elected Executive Chair who does not have to meet this requirement.
- 5.3.4 **MULTIPLE MEMBERSHIP AND LEADERSHIP POSITIONS**
- 5.3.4.1 Executive Committee members and sub-committee members may serve simultaneously in any leadership structure, as well as those of any other organisation or body.
- 5.3.4.2 There may be no more than two individuals representing a Member Organization nominated to serve concurrently on the Executive Committee for a specific three-year term.
- 5.3.5 **CONFLICT OF INTEREST:** Any possible, or actual, conflict(s) of interest must be declared by all candidates when nominated, or as soon as they become aware of such conflict(s).

ARTICLE 5.4: TERM OF ELECTED OFFICE BEARERS

- 5.4.1 The term of elected office bearers will be three (3) years, whereafter they may be re-elected in the same, or another, portfolio.
- 5.4.2 Office bearers should not serve for more than three consecutive terms, unless the General Assembly waives this provision by a two-thirds (2/3) majority vote for nominees whose services are needed, and who are ready to give their services, pending ratification by the General Assembly or the Executive Committee.

- 5.4.3 When a sub-committee is dismantled, the appointment of members serving on that sub-committee expires.

ARTICLE 5.5: NOMINATIONS

- 5.5.1 All nominations must be done on the prescribed form.
- 5.5.2 All nominees must be proposed and seconded by members in good standing.
- 5.5.3 The list of nominees must be circulated prior to the meeting at which elections or appointments will be made.
- 5.5.4 Nominees may be nominated from the floor only under unusual circumstances, and only if the prescripts of paragraph 5.5.1 are waived by a four-fifths (4/5) majority vote.

ARTICLE 5.6: ELECTION PROCEDURE

- 5.6.1 Elections will be conducted by way of secret ballot, and the results will be announced immediately.
- 5.6.2 If all nominees, as well as the majority of voters agree, elections may be held by a show of hands.
- 5.6.3 The members of the first Executive Committee are elected at the General Meeting at which this Constitution is adopted and hold office until the first Annual General Meeting (AGM) after such appointment, at which a new Executive Committee is elected.

ARTICLE 5.7: DUTIES, RESPONSIBILITIES, POWER AND AUTHORITY OF THE EXECUTIVE COMMITTEE

- 5.7.1 The Executive Committee takes the responsibility, and has the necessary authority, to be able to achieve the objectives of the Coalition as stated in Chapter 2 of this Constitution. Its activities must abide by this Constitution and the laws of the country/countries in which it operates.
- 5.7.2 The Executive Committee has the power and authority to exercise all the management and executive powers, which are normally vested in the Board of Directors of a Company, and the duty to plan and execute the administration, activities, and responsibilities of the Coalition.

- 5.7.3 The Executive Committee has the power and authority to delegate any of its responsibilities, powers or authority to any member or entity, inside or outside the Coalition, but remains responsible for the execution of any such responsibilities and the actions taken.
- 5.7.3.1 The Executive Committee may appoint a Chief Executive Officer, and/or other administrative personnel or employees as it may consider necessary from time to time, upon such terms and conditions as it may consider appropriate. This includes the appointment of agents and professional persons or services, and, mutatis mutandis, the termination of their services when required.
- 5.7.3.2 The member, committee, employee, or agent to whom such delegation is made must conform to any regulations and procedures that may be stipulated by the Executive Committee from time to time.
- 5.7.4 The Executive Committee has the power and authority to enter into agreements or contracts on behalf of the Coalition, and to amend or cancel the same. Ipso Facto the Executive Committee may buy, sell, rent, or lease property or movable assets on behalf of, and for the sake of, the Coalition, for it to meet its objectives.
- 5.7.5 The Executive Committee may, on authority of the General Assembly, institute legal action or arbitration proceedings. The Executive Committee may defend any legal action or arbitration proceedings brought against the Coalition. Only the General Assembly may instruct the Executive Committee to settle any claims made by, or against, the Coalition. The Executive Committee may appoint legal representation to achieve this.
- 5.7.6 The Executive Committee has the right to formulate procedures, and/or to propose bylaws (if need be) for proper management, including procedures for application, approval, and termination of membership.
- 5.7.7 The Executive Committee has the power and authority to raise funds, or to invite and accept contributions and donations, and retain them in the form in which they are received or sell them and reinvest the proceeds.
- 5.7.8 The Executive Committee has the power and authority to open, operate or close accounts with registered banks and building societies on behalf of the Coalition.
- 5.7.9 The Executive Committee has the power and authority to invest any profits, or other funds of the Coalition, and to vary and reinvest the proceeds of such investments, on condition that it shall be with registered financial institutions.
- 5.7.10 The Executive Committee has the power and authority to work in collaboration with other coalitions with the same or similar objectives.

- 5.7.11 The Executive Committee has the power and authority to take any action that is solely to the benefit of the Coalition.
- 5.7.12 The Executive Committee is responsible for discipline in the Coalition and will appoint one of its members to take responsibility for managing this additional portfolio, according to the stipulations of Chapter 12 of this document, and will appoint a sub-committee to assist him or her, if needed.

ARTICLE 5.8: SPECIFIC DUTIES OF EACH PORTFOLIO

- 5.8.1 **CHAIR:** Duties include, but are not limited to:
 - 5.8.1.1 Being the official representative of the Coalition in its dealings with other organisations or people outside the Coalition;
 - 5.8.1.2 Presiding at all meetings of the Coalition and Executive Committee;
 - 5.8.1.3 Serving as the Coalition's Chief Executive Officer until/unless someone is appointed for that purpose;
 - 5.8.1.4 Reporting to the General Assembly and Executive Committee;
 - 5.8.1.5 Meeting with the Executive of each Member Organization Member body at least once a year. If this is impractical, the Chair may share or assign this task to the Vice-Chair;
 - 5.8.1.6 Preparing a Plan of Action, and;
 - 5.8.1.7 Executing any other function delegated to her/him by the General Assembly.
- 5.8.2 **VICE-CHAIR:** Duties include, but are not limited to:
 - 5.8.2.1 Performing the duties of the Chair in his/her absence and assisting as needed;
 - 5.8.2.2 Acting as the General Legal Counsel (Parliamentarian) at all meetings to:
 - i. Rule on matters or parliamentary procedure at the request of the presiding officer;
 - ii. Ensure that the Constitution is always respected; and
 - iii. Review and propose amendments to the Constitution if necessary;
 - 5.8.2.3 Assist the Chair in the compilation, and oversight, of the execution of a Plan of Action;
 - 5.8.2.4 Ensuring effective communications between members and the Executive Committee;
 - 5.8.2.5 Promoting programmes adopted by the Coalition and encouraging Member Organizations to participate in the execution of said programmes;
 - 5.8.2.6 General marketing and recruiting; and
 - 5.8.2.7 Executing any other function delegated to her/him by the General Assembly.

- 5.8.3 **SECRETARY-GENERAL:** Duties include, but are not limited to:
- 5.8.3.1 Being the administrative officer of the Coalition responsible directly to the Chair;
 - 5.8.3.2 Being responsible for the operation of the Secretariat and the implementation of policies according to the direction of the Chair and Executive Committee;
 - 5.8.3.3 being responsible for all correspondence and recording of minutes of meetings, and communicating them to members;
 - 5.8.3.4 Preparing agendas for meetings in consultation with the Chair;
 - 5.8.3.5 Ensuring that notices of meetings are sent to members as required;
 - 5.8.3.6 Update and circulate the updated Constitution to members within six (6) weeks of amendments;
 - 5.8.3.7 Maintaining records of members;
 - 5.8.3.8 Developing and implementing strategies for increasing membership and participation;
 - 5.8.3.9 Taking responsibility for event planning and coordination, which may include:
 - i. Suggesting possible activities and events to the committee;
 - ii. Investigating costs and venues; and
 - iii. Responsibility for event planning and coordinating;
 - 5.8.3.10 being responsible for communications, including:
 - i. Writing and editing the Coalition's newsletter and/or other means of communicating with the membership;
 - ii. Placing press releases in the media;
 - iii. Making use of other available communication channels or platforms; and
 - iv. Executing any other function delegated to her/him by the General Assembly.
- 5.8.4 **TREASURER:** Duties include, but are not limited to:
- 5.8.4.1 Taking responsibility for the finances of the Coalition, maintaining accurate records of income and expenses and preparing an annual statement of the accounts;
 - 5.8.4.2 Setting up systems to deal with the Coalition's finances;
 - 5.8.4.3 Taking responsibility for the disbursement of monies at the direction of the Executive Committee;
 - 5.8.4.4 Overseeing annual membership subscriptions in conjunction with the Secretary-General, including the issuing of notices of accounts payable and their collection;
 - 5.8.4.5 Preparing and submitting a proposed annual budget in conjunction with the Executive Committee;
 - 5.8.4.6 Arranging insurance for all Coalition assets;

- 5.8.4.7 Arranging Public Liability insurance; and
- 5.8.4.8 Executing any other function delegated to her/him by the General Assembly.
- 5.8.5 **ADDITIONAL / CO-OPTED MEMBERS:** Duties include, but are not limited to:
- 5.8.5.1 assisting with any task the Executive Committee would require her/him to execute to achieve the reason for their appointment.

ARTICLE 5.9: COMPENSATION

- 5.9.1 Provisions for compensation are set out in Chapter 8: Finance.

ARTICLE 5.10: EXEMPTION OF OFFICE BEARERS

- 5.10.1 No Coalition Office Bearer, including elected, appointed, or co-opted officers or committee members, and all agents or employees appointed for any purpose, shall be responsible for any loss, damage or expense incurred or suffered by the Coalition or any other party, caused by, or arising out of, the discharge of their duties provided that such loss, damage, or expense shall not be incurred by reason of the wilful act of gross negligence of such person.
- 5.10.2 Any person elected or appointed does thereby, ipso facto for himself, his heirs, dependants, executors, administrators or assignees, indemnify and hold harmless the Coalition against all and any loss, damage, loss of support or other compensation, of whatsoever nature, arising out of death, injury or other loss, arising in any manner whatsoever, suffered by him, his heirs, dependants, executors, administrators or assignees, whilst acting or travelling in the course and scope of his duties as a member of the Executive Committee.

ARTICLE 5.11: SUSPENSION AND TERMINATION OF ELECTED OFFICE BEARERS OR COMMITTEE MEMBERS

- 5.11.1 The Chair and/or the Executive Committee and/or General Assembly may request an officer or committee member, whether elected or appointed, to vacate their office or position if:
 - 5.11.1.1 They neglect to attend three (3) successive meetings that they are required to attend without having applied for, and obtaining, leave of absence from the Chair; and/or
 - 5.11.1.2 They do not execute their allocated duties and responsibilities.

- 5.11.2 Officers and Committee members, whether elected or appointed, may be removed by the Executive Committee and/or General Assembly, by resolution, adopted by at least three-quarters (3/4) of the members of the Committee and/or Assembly, during a duly constituted meeting. The Coalition/Executive Committee is not obliged to furnish reasons for its decision(s) regarding removal except to the member removed and to the members of the Coalition in a General Meeting.

ARTICLE 5.12: VACANCIES

- 5.12.1 The office or position of an officer or committee member, whether elected or appointed, is vacated if a member:
- 5.12.1.1 resigns; or
 - 5.12.1.2 becomes unfit and/or incapable of acting as such; or
 - 5.12.1.3 would be disqualified, in terms of the Companies Act or equivalent legislation in force from time to time, from acting as a Director of a Company; or
 - 5.12.1.4 is removed from their office or position for transgression of any relevant Article of this Constitution.
- 5.12.2 Vacancies on the Executive Committee which arise during the term may be left vacant or filled, depending on the circumstances. This may be done by either co-opting / appointing members, or by holding by-elections at the next member meeting, or via a digital/postal or online ballot. Appointments or co-options must be ratified by the relevant structure.
- 5.12.2.1 Whether co-opted or elected, such members will enjoy the full status and all powers afforded to the office or position as afforded by this Constitution.
- 5.12.3 Should the office of the Chair be vacated for whatever reason; the Vice-Chair assumes the chairmanship until the next Annual General Meeting (AGM). The Executive Committee will elect another Vice-Chair from within the committee or may co-opt a member in terms of paragraph 5.2.8 and paragraph 5.3.3.
- 5.12.4 Should more than two (2) Executive Committee Members resign during the operational year; an election may be called for by the General Assembly to elect a new Executive Committee.
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CHAPTER 6: MEETINGS AND PROCEDURES OF THE COALITION

ARTICLE 6.1: GENERAL PROCEDURES FOR ALL MEETINGS

The procedures described in this Chapter are applicable to all meetings of the Coalition and its structures, unless stipulated differently.

6.1.1 NOTICES

6.1.1.1 Any Meeting, other than the Annual General Meeting (AGM), will be convened with no less than fourteen (14) days written notice to all members.

6.1.1.2 The notice must state the date, time and place of the meeting and, in broad terms, the business to be transacted at the meeting.

6.1.1.3 Notice of all meetings provided for in this Constitution, will be sent by e-mail to the last address notified by each person concerned, or in any other manner as the Executive Committee may decide from time to time.

6.1.1.4 The accidental omission to address notice(s) to any person shall not invalidate the proceedings of any meeting.

6.1.1.5 Any notice sent by post, fax or e-mail shall be deemed to have been served on the day the letter containing the notice, was posted, faxed or e-mailed.

6.1.2 AGENDA AND MINUTES

6.1.2.1 A proper Agenda will be compiled and circulated to members at least fourteen (14) days prior to any meeting.

6.1.2.2 At all meetings proper minutes shall be kept, as well as a record of the persons present at a meeting. Only the decisions taken at a meeting will be minuted.

6.1.2.3 Minutes will be presented to the Chair within seven (7) days of a meeting for proofreading, whereafter they will be circulated within another seven (7) days to all members concerned, whether they attended the meeting or not.

6.1.2.4 Minutes of all meetings will be made available to any member in good standing.

6.1.2.5 Minutes will be electronically archived.

6.1.3 CHAIR AT MEETINGS

6.1.3.1 The Chair will preside over all General meetings, and Executive Committee meetings, and, in his/her absence, the Vice-Chair or any other member of the Executive Committee present.

6.1.3.2 The elected or appointed chairs of sub-committees will preside over the relevant sub-committee meetings.

6.1.4 MOTIONS AND PROPOSALS

6.1.4.1 All motions, proposals or resolutions require a seconder to be considered.

- 6.1.4.2 All motions, proposals or resolutions should be made in writing and circulated prior to the meeting, but may, if circumstances demand, be made from the floor.
- 6.1.4.3 Proposals to amend the Constitution must be voted on in accordance with Article 12.3 of this Constitution.
- 6.1.5 **VOTING STRENGTH**
- 6.1.5.1 **RECORD DATE AND VOTERS ROLL**
- i. The voting strength for any meeting shall be based upon registered members in good standing one calendar month prior to the meeting, save that only those members still registered by the date of the meeting shall be included in the voting strength. No new members will be included in the vote.
 - ii. The abovementioned date of record will be used to determine which members may participate and vote, and the Voters Roll will be drawn up accordingly, if required.
- 6.1.5.2 **NUMBER OF VOTES PER MEMBER**
- i. In any vote by the General Assembly and Annual General Meeting (AGM), all fully affiliated Member Organizations in good financial standing will have one (1) vote.
 - ii. In Committee meetings all duly elected or appointed persons each have one (1) vote.
- 6.1.6 **QUORUM**
- 6.1.6.1 At all General Assembly meetings a quorum shall comprise fifty percent plus one (50% + 1) of Member Organizations in good standing.
- 6.1.6.2 The quorum necessary for the transaction of any business by the Management or other Committees is fifty percent plus one (50% + 1) of the elected, co-opted, or appointed Committee members serving at any given time.
- 6.1.6.3 Should no quorum be present fifteen (15) minutes after the starting time of any properly convened meeting, the meeting will, at the discretion of the Chair, be adjourned for a minimum of thirty (30) minutes, at the end of which period the members then present or represented are deemed to constitute a quorum.
- 6.1.7 **CASTING VOTE:** At all Coalition meetings the Chair of the meeting will have a casting vote in cases of equality votes, except in the case of elections, or the ratification of financial statements.
- 6.1.8 **SPECIAL VOTES:** Under special circumstances, where a member in good standing is unable to attend a meeting, a special vote may be utilised:
- 6.1.8.1 **PROXY VOTES**

- i. In any vote at General Assembly, a Member Organization entitled to vote in terms of the Constitution may cast a proxy vote for another Member Organization.
- ii. A proxy will only be valid if the absent Member Organization is entitled to vote in terms of this Constitution.
- iii. These proxies must be given on the official form, must be signed by the President / Chair/ CEO / Secretary-General of the absent Member Organization, and be submitted to the Secretary-General of the Coalition prior to the commencement of the General Assembly.
- iv. No Member Organization may hold more than two (2) proxies at any meeting.
- v. Proxies must be utilised.
- vi. Proxies are based on relationships of trust between Member Organizations, and the Coalition will not become involved in any disputes arising in this regard.

6.1.8.2 **POSTAL BALLOTS**

- i. Postal Ballots may be used for specific motions, where the absent Member Organization is not able to find a proxy holder.
- ii. Postal ballots will only be possible for motions or elections where the nominations for candidates, or the resolution(s) to be voted on, have been determined and circulated in advance.
- iii. The Postal Ballot will be provided, by special request, to a member in good standing who will print, complete, and sign the ballot. An independent witness must certify authenticity.
- iv. The postal ballot must be submitted to the SUCo-SA Secretary-General prior to the commencement of General Assembly.

6.1.9 **VOTING PROCESSES AND PROCEDURES**

6.1.9.1 **METHOD OF VOTING:** Votes of members present at a duly constituted meeting may be brought by way of:

- i. General or silent consent or unanimous vote – a resolution put to the vote shall be decided by means of a show of hands, or by the Chair declaring that, if no objections are raised, the item will carry.
- ii. Secret Ballot: Elections should be held by ballot, unless two-thirds (2/3) of voters and all the candidates, agree to a vote by general consent as described above.

- iii. If at any time the Chair, the General Legal Counsel or at least one third (1/3) of the persons voting in person or by proxy, demand it, any vote shall be held by ballot.
- iv. In a ballot vote to decide a motion the question must be clearly stated by the chair, and voters instructed to mark their ballot Yes or No (or For or Against) or Abstention.
- v. If the ballot vote decides an election, the ballot must either be pre-printed, or voters shall be instructed to write the name of the nominee(s) of their choice on the ballot.

6.1.9.2 PERCENTAGES OF VOTES FOR DECISIONS

- i. (Simple) Majority Vote: all decisions, and any legitimate motion, proposal or resolution, at a legal meeting where a quorum is present, requires for its adoption only a majority vote; that is, more than half (50% +1) of the votes cast, unless a larger vote for its adoption is required by the rules of the assembly, as described in ii below.
- ii. Absolute Majority or Two-thirds Vote: this is required for all elections, appointments, and any motion where the right of an individual may be affected, or where the rules and provisions of the Coalition may be modified. This means that two-thirds of the votes cast must support its adoption.

6.1.9.3 MOTIONS REQUIRING A TWO-THIRDS VOTE

- i. Amend (annul, repeal, or rescind) any part of the Constitution, Bylaws, or Rules of Order previously adopted; this also requires previous notice.
- ii. Amend or Rescind a Standing Rule, a Programme, Order of Business or a Resolution previously adopted, without notice being given at a previous meeting or in the call for the meeting.
- iii. Suspend the Rules.
- iv. Make a Special Order.
- v. Extend the time appointed for adjournment or for taking a recess.
- vi. Close nominations or the polls.
- vii. Expel from membership; this also requires previous notice and trial / disciplinary process.
- viii. Depose from Office; this also requires previous notice.
- ix. Discharge a Committee when previous notice has not been given.

6.1.9.4 ABSTENTIONS

- i. Abstentions are noted and counted towards a quorum, but not as a “yes” or “no” vote. An abstention does not affect the voting result.

- ii. A member has a right to abstain and cannot be compelled to vote.
- iii. A member has an obligation to abstain if they have a direct personal interest in the matter that amounts to a legal conflict of interest.

6.1.9.5 **SPOILED OR ILLEGAL BALLOTS**

- i. Blank votes do not count at all and are considered as scrap paper.
- ii. Illegal votes cast by legal voters count toward the total votes cast (to establish a quorum), but do not count toward any choice or candidate. Illegal votes are
 - a. Unintelligible ballots; or
 - b. Ballots cast for a fictional character or an ineligible candidate.
- iii. Two or more marked ballots folded together count as one illegal vote.
- iv. If a marked ballot is folded together with a blank ballot, the marked ballot counts as one legal vote and the blank ballot is considered scrap paper.
- v. Each question on a multipart ballot is counted as a separate ballot. If a member leaves one part blank, the votes entered on the other questions still count.
- vi. If a member votes for more choices than positions to be elected, the vote is considered illegal.
- vii. If a member votes for fewer choices than positions to be elected, the vote is legal and those votes count.
- viii. Small technical errors, such as spelling mistakes, do not make a vote illegal if the voter's intent is discernible.
- ix. Votes cast by illegal voters must not be counted at all.

6.1.9.6 **PRESIDING OFFICER AND SCRUTINEERS FOR ELECTIONS**

- i. The Chair / General Legal Counsel shall appoint, if possible, a Presiding Officer and/or Scrutineers to oversee elections.

6.1.9.7 **PARLIAMENTARY PROCEDURES**

Any meeting of the Coalition may be run as formal or informal, as the Chair and the members in attendance prefer. However, the meeting will revert to the formal Parliamentary Procedures, as set out in *Robert's Rules of Order*, if:

- i. Any participating member in good standing proposes so, for whatever reason, and is seconded; or
- ii. On order of the Chair or Legal Counsel if any disputes or arguments arise, or the proceedings become unruly.

ARTICLE 6.2: VIRTUAL MEETINGS AND VOTING

- 6.2.1 Notwithstanding any provision in this Constitution, any meeting, ballot – including polls or elections – or other decision-making process, may be conducted by electronic means subject to, and in accordance with, the procedures included in this Constitution.
- 6.2.3 “Virtual” may include video conferencing, computer-based online, telephonic, or similar facility or communication system, that will allow members in good standing to communicate properly and satisfactorily during the proceedings.
- 6.2.4 Should such a meeting or ballot be called, the Chair or Committee in charge will determine and communicate the practical rules and methods for the meeting and any decision-making process in advance.

ARTICLE 6.3: GENERAL ASSEMBLY

6.3.1 COMPOSITION AND AUTHORITY

- 6.3.1.1 Subject to the provisions of this Constitution, a duly convened Meeting of the General Assembly of the Coalition, composed in terms of paragraph 1.5.1, and at which a quorum is present, is competent to carry out all the objectives and exercise all the powers of the Coalition or the Committee, as set out in this Constitution.

6.3.2 DATES

- 6.3.2.1 The Coalition will hold at least one (1) in person, General Assembly meeting per annum (operational year).

ARTICLE 6.4: SPECIAL MEETINGS

6.4.1 A SPECIAL MEETING MAY BE CALLED ONLY IF:

- 6.4.1.1 something important comes up that must be dealt with before the next regular meeting; or
- 6.4.1.2 some business matter(s) is important enough that it needs to be the exclusive reason for the entire meeting.

6.4.2 A SPECIAL MEETING MAY BE CALLED BY:

- 6.4.2.1 Special order given by the Chair or Executive Committee; or
- 6.4.2.2 By special written request of at least 25% of members in good standing of the relevant structure (General Assembly / Executive Committee / etc.).

6.4.3 **NOTICE OF SPECIAL MEETINGS**

6.4.3.1 Notice for a Special Meeting must be given at least seven (7) days in advance, unless the matters are more urgent, a majority of affected members can attend the meeting, and they agree to waive the notice period.

6.4.3.2 Should the Chair of the relevant committee, having been requested to give such notice, fail to give it within 48 hours of the request, the person(s) requesting the meeting shall be entitled themselves to give notice of, and to convene, the meeting.

ARTICLE 6.5: ANNUAL GENERAL MEETING AND ELECTION

The following provisions are specific to the Annual General Meeting.

6.5.1 **COMPOSITION AND AUTHORITY:**

Refer to Article 1.5.

6.5.2 **DATE:**

6.5.2.1 The Annual General Meeting of the General Assembly is held annually within three (3) months after the end of each financial year, on a date and at a place as determined by the Executive Committee.

6.5.3 **NOTICE:**

6.5.3.1 Annual General Meetings of the General Assembly must be convened with not less than twenty-one (21) days prior written notice to all members entitled to attend. This notice must state the date, time and place of the meeting and, in broad terms, the business to be transacted at the meeting.

6.5.4 **AGENDA:**

The business of an Annual General Meeting of the General Assembly shall include:

6.5.4.1 Adoption of the Minutes of the previous Annual General Assembly.

6.5.4.2 Presentation and adoption of the Chair's Annual Report.

6.5.4.3 Consideration of the Annual Financial Statements.

6.5.4.4 Membership Fees.

6.5.4.5 Elections and Appointments.

6.5.4.6 Appointment of accountants.

6.5.4.7 Amendments to the Constitution.

6.5.4.8 Any other business of the Coalition and report back to General Assembly by sub-committee chairpersons.

6.5.5 **CANCELLATION:**

6.5.5.1 The Annual General Meeting may only be cancelled or postponed due to unexpected events occurring. The meeting must be scheduled as soon as possible after the initial scheduled date.

6.5.5.2 In the event of the cancellation of an Annual General Meeting, the officers will remain in office, beyond the term set out, until elections can be held.

ARTICLE 6.6: EXECUTIVE COMMITTEE MEETINGS

The Executive Committee conducts its meetings and regulates its proceedings as it finds convenient,
provided that:

6.6.1 The newly elected Executive Committee holds a meeting no later than twenty-one (21) days after the Annual General Meeting, and, thereafter, as the need arises or as agreed, but with a minimum of four (4) meetings per operational year.

6.6.2 The quorum necessary for the transaction of any business by the Executive Committee is fifty percent plus one (50% + 1) of the elected, co-opted, and appointed Executive Committee members serving at any given time.

6.6.3 At meetings of the Executive Committee each person has one (1) vote, including co-opted or appointed officers.

6.6.4 A resolution signed by all members of the Executive shall be as valid as if passed at a duly convened meeting of the Executive Committee.

CHAPTER 7. FINANCES, REPORTS & ACCOUNTING

ARTICLE 7.1: FINANCIAL YEAREND

7.1.1 The Coalition's financial book year runs consecutively with the official tax year.

ARTICLE 7.2: BOOKKEEPING AND ACCOUNTING PRACTICES

7.2.1 The Coalition must keep proper financial records in accordance with generally accepted accounting and procurement practices.

7.2.2 Finances are managed, and records kept, in accordance with the financial policies and procedures as adopted by the Executive Committee.

ARTICLE 7.3: REPORTING

7.3.1 The Executive Committee ensures that the Coalition keeps proper records and books of account which fairly reflect the affairs of the Coalition.

7.3.2 The books of account are kept at the office of the Coalition and will be open for inspection by Members.

7.3.3 The Treasurer will, quarterly, draw up an income and expenditure account, balance sheet and report for submission to the Executive Committee / General Assembly.

ARTICLE 7.4: FINANCIAL STATEMENTS

7.4.1 The Treasurer, annually, within 90 days after the end of the financial year, prepares financial accounts which shall be presented to the Executive Committee for comment, whereafter he will arrange:

7.4.1.1 That the books of accounts and financial statements are audited in the customary manner by an independent and duly registered accounting officer, to certify that the annual financial statements are consistent with the financial records of the Coalition;

7.4.1.2 that the Coalition's accounting policies are appropriate and have been appropriately applied in the preparation of its financial statements; and

7.4.1.3 that the Coalition has complied with the financial provisions of this Constitution

- 7.4.2 A copy of the annual financial statements and annual narrative report must be made available to all members as soon as possible and be presented to the General Assembly for approval.
- 7.4.3 The financial statements must be signed by the Chair and the Secretary-General or by any other Executive Committee members present at the AGM, except the Treasurer.
- 7.4.4 The annual financial statements must conform with generally accepted accounting principles and must include a statement of income and expenditure and a balance sheet of assets and liabilities.
- 7.4.5 Accountants shall be elected once per annum at the Annual General Meeting (AGM) or last members' meeting of each financial year.

ARTICLE 7.5: INCOME AND PROPERTY

- 7.5.2 The Coalition is not formed for any purpose of gain.
- 7.5.3 The income of the Coalition will be from member fees, donations, sponsorships, fundraising and any other monies collected within the framework of this Constitution.
- 7.5.4 The income and property of the Coalition will be applied solely towards the promotion of its objectives and no portion thereof will be paid or transferred by way of bonuses, dividends or otherwise to members or to any other persons; yet nothing herein contained shall prevent the Coalition from remunerating any person for services rendered in the interest of the Coalition.
- 7.5.5 The Coalition will keep a record of everything it owns.
- 7.5.6 Fundraising activities must be pre-approved by the Executive Committee or the General Assembly.
- 7.5.7 Donations or sponsorships received by any member for the general benefit, or specific activities, of the Coalition must be declared, and, where appropriate, paid into the SUCo-SA bank account.

ARTICLE 7.6: INTEREST

- 7.6.1 Interest at the prime overdraft rate shall be charged on all amounts due by Member Organizations or Individual Members outstanding for more than three months.

ARTICLE 7.7: EXPENSES

7.7.1 DISTRIBUTION OF FUNDS TO INDIVIDUAL MEMBERS:

7.7.1.1 The income, property and resources of the Coalition shall be applied solely towards the promotion of the purposes of the Coalition and no portion thereof shall be distributed by way of dividend, bonus or otherwise to an Individual Member or Member Organization, except:

- i. in respect of any service pre-approved and rendered to the Coalition; or
- ii. the reimbursement of approved expenses incurred on behalf of the Coalition (the amount must be reasonable and market related).

7.7.2.1 Payment or reimbursement of approved expenses may be distributed by way of dividend, bonus or otherwise for:

- i. Salaries and Wages; or
- ii. Approved expenses incurred on behalf of the Coalition by any Officer, whether elected, appointed or co-opted, which may include travelling, and attendance at events.

7.7.2.2 No office bearer, whether elected, appointed or co-opted will be reimbursed for work done within the duties and responsibilities of their portfolio. Administrative services which fall outside the scope of the Secretary-General's and Treasurer's duties may be paid, if pre-approved.

7.7.2.3 Employees may be reimbursed according to the Expenses Policy as established by the Executive Committee.

7.7.3 PROFESSIONAL SERVICES

7.7.3.1 Professional services are defined as services or work done by members in the capacity of their profession, or business. Individual members may only be paid for professional services if:

- i. It falls outside of their SUCo-SA portfolio or position;
- ii. It is priced at market-related rates; and
- iii. It was pre-approved by the Executive Committee or General Assembly.

ARTICLE 7.8: BANK ACCOUNT

7.8.1 The Coalition will operate a banking account at a recognised financial institution.

- 7.8.2 The Executives may, per resolution, appoint one of their fellow Executive Committee members to open bank accounts in the name of the Coalition, which the Treasurer will take responsibility for managing.
- 7.8.3 All funds received by the Coalition will be paid into the registered Coalition bank account(s) as soon as they are received.
- 7.8.4 The bank account details of the Coalition will appear on all invoices issued and will be made available on request.
- 7.8.5 If the Coalition has funds that can be invested, such funds may only be invested with registered financial institutions such as banks.

7.8.6 **SIGNATURES**

- 7.8.6.1 All transactions, including payments and other documents requiring signature(s) or authorisation on behalf of the Coalition, must be signed or authorised by any two of the Executive Committee members or Employees mandated as signatories for the Coalition, as approved by General Assembly.
- 7.8.6.2 The Executive Committee members designated as signatories for the Coalition must be from different Member Organizations.
- 7.8.6.3 In respect of electronic banking, the Executive Committee will institute a practical system to ensure good governance. This may include a specific online banking system, or an arrangement by which prior permission to do payments is provided per specific resolution, in which the Treasurer is afforded authority to manage all electronic banking transactions in the name of the Coalition.

7.8.7 **PAYMENTS**

- 7.8.7.1 The Executive Committee must authorize or ratify all expenses incurred which fall outside the approved budget.
- 7.8.7.2 Payment may only be made on production of proper documentation.
- 7.8.7.3 Three (3) quotations must be obtained before any purchase is made and appointments-of service providers, or payment of services is done.
- 7.8.7.4 Petty Cash / Expense card – the Executive Committee shall annually determine an amount of discretionary funds for authorized officers or staff, to be used for small purchases or expenses, where it is not sensible to apply for pre-authorization. This may include, but is not limited to, stationary, catering for meetings, etc. A detailed record for every transaction, including receipts, shall be kept.

ARTICLE 7.9: BUDGET

- 7.9.1 The Treasurer must prepare and submit a proposed budget for the ensuing year to the Executive Committee for its consideration. The proposed budget, with the recommendations of the Executive Committee, must then be submitted for approval to the General Assembly at the first meeting following Annual General Meeting, with the provision that the Budget may be reviewed and adapted by the incoming Executive Committee to be in line with its Plan of Action.

ARTICLE 7.10: LEGAL REQUIREMENTS

- 7.10.1 The Coalition must comply with all financial regulations as prescribed by South African law.
- 7.10.2 The Coalition must comply with all regulations as prescribed by South African law and, where appropriate, International regulations if, or when, it receives international funding.
- 7.10.3 The Treasurer must arrange for all documents required in terms of Regulation 13 of the Fund-Raising Act 107 of 1978 to be submitted to the relevant government department within the time specified by that department, after ratification of these documents by the Executive Committee. The Coalition must fully comply with all regulations, as prescribed by the Minister of Finance and/or all regulations prescribed by any other legal institution, which determine its public benefit activities as a non-profit organisation (NPO).
- 7.10.4 The Treasurer shall, when necessary, apply for tax exemption from SARS. If granted, the Coalition will meet all the set requirements attached to maintaining that official financial status.
- 7.10.5 The Coalition is to be registered as a Public Benefit Organisation (PBO) in terms of section 30 of the Income Tax Act (1962 as amended), as this renders it eligible to provide tax benefits to donors in terms of section 18A(1)(a) of the Act.
- 7.10.6 The treasurer will apply for a VAT number for the Coalition, if and when it becomes necessary.

ARTICLE 7.11: INSURANCE

- 7.11.1 The Treasurer is responsible to insure, at full replacement value, all property of the Coalition and/or any property entrusted to the Coalition.
- 7.11.2 The Treasurer must, annually, arrange insurance for Public Liability and Contingent Liability, if applicable.

ARTICLE 7.12: LIMITED LIABILITY

- 7.12.1 Neither Member Organizations of the Coalition, nor their Individual Members, shall be liable for any debts or obligations of the Coalition save where the member wilfully or unlawfully bound the Coalition to any form of debt or obligation forbidden, either implicitly or explicitly, by the Coalition's Constitution.
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CHAPTER 8: MEMBERSHIP DUES AND ACCOUNTS

ARTICLE 8.1: DUES AND JOINING FEES

- 8.1.1 Membership dues are payable annually, in advance, at the date of commencement of the financial year.
- 8.1.2 The fee structures will be determined annually by the Executive Committee and will be ratified by General Assembly.
- 8.1.3 Payment will be requested per payment advice and must be made within thirty (30) days after receipt thereof. After payment has been received an invoice will be issued.
- 8.1.4 Dues and Joining Fees (if any) will be used for administrative, management and similar purposes.

ARTICLE 8.2: NON-PAYMENT

- 8.2.1 **SUSPENSION:** Members whose account payments or dues are more than three (3) months in arrears will be suspended from membership of the Coalition, and will lose all voting rights and other privileges, until such monies have been paid. All payment disputes must be settled within three (3) months of notification of the debt.
- 8.2.2 **TERMINATION:** Members whose account payments or dues are more than six (6) months in arrears will cease to be affiliated to the Coalition unless arrangements for late payment have been made in advance. Such disaffiliation will be subject to ratification by a two-thirds (2/3) vote of the General Assembly upon proposal of the Executive Committee.
- 8.2.3 **WAIVER OF FEES:** The Executive Committee can waive or discount member fees at their discretion, if merited, as follows:
 - 8.2.3.1 In the case of the member being unable to afford the fees; or
 - 8.2.3.2 In lieu of compensation for services rendered by the member. This must be pre-approved by the Executive Committee prior to the service being rendered and ratified by the General Assembly at the first meeting following the waiver being awarded.

CHAPTER 9: PROJECTS AND PROGRAMMES

ARTICLE 9.1: ACHIEVING THE OBJECTIVES OF THE COALITION

- 9.1.1 To facilitate the achievement of the purposes and objectives of the Coalition its activities may include:
 - 9.1.1.1 Social Media and Marketing Campaigns (to create awareness and further the objectives of the Coalition).
 - 9.1.1.2 Fundraising.
 - 9.1.1.3 Training and Education.
 - 9.1.1.4 Research.
 - 9.1.1.5 Awards – for members and/or the public.
 - 9.1.2 The appointment of committees, officers or staff to manage these projects / initiatives will be required.
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CHAPTER 10: COMMUNICATION POLICY

ARTICLE 10.1: MEDIA

- 10.1.1 Media announcements may only be issued by the Executive Committee in conjunction with the Chair and, if applicable, the Media /Marketing Consultant.
- 10.1.2 All members are required to ensure that, in any dealings with the media, the Coalition will project a unified front and support of each other in all their activities.
- 10.1.3 If any member wilfully damages the image of the Coalition or any of its members, disciplinary action may be instituted. Members may be held responsible for damages if any communication, whether on social media, in the press or otherwise results in damages to the reputation of the Coalition, any of its Members or individuals associated to these Member Organizations. They may also be liable for damages or disciplinary action if such communication contravenes any of the Coalition's internal agreements or that of the South African Constitution, including privacy, racism or defamation.

ARTICLE 10.2: SOCIAL MEDIA

- 10.2.1 Social Media is a resource that enhances communication and marketing but, due to the immediacy thereof, also constitutes a potential risk.
- 10.2.2 Social Media includes WhatsApp, Telegram, Facebook, Instagram, Twitter, LinkedIn, etc.
- 10.2.3 Members are encouraged to use Social Media responsibly:
 - 10.2.3.1 All Communication policies of the Coalition are applicable to the use of Social Media.
 - 10.2.3.2 Members are expected to remain within the generally accepted etiquette, and specific rules, of any Social Media platform and groups.
 - 10.2.3.3 Where possible, or if in doubt, contact the Coalition's dedicated Media /Marketing Consultant prior to posting or sharing on Social Media.
 - 10.2.3.4 If posting any – and particularly unauthorised or possibly biased content– members must make it clear that any comments or opinions are their own and not necessarily those of the Coalition.

ARTICLE 10.3: CORRESPONDENCE AND COMMUNICATIONS

Communication of the Coalition is guided by the following principles:

- 10.3.1 **AUTHORISED SPOKESPERSONS:** Communication with stakeholders, media and financial markets must be aligned with the Coalition's official stance and strategy and must only be done by duly authorised Coalition spokespersons. Any person not authorised to speak or write on behalf of the Coalition, and asked by the media, shareholders (internal or external), or other stakeholders, must decline to comment and refer such stakeholder or media representative to the Coalition's Communications team. Any Coalition member or employee who does not follow this rule may be held personally liable for his actions.
- 10.3.2 **RESPONSIBLE INDIVIDUAL BEHAVIOUR:** All SUCo-SA employees and members should, in their daily work, behave as if they were representatives and ambassadors of the Coalition. Therefore, each member and employee should be committed to preserving and enhancing the Coalition's reputation. Any illegal or offensive behaviour or statement, including via social media accounts, which could cause damage to the Coalition should be avoided. The core values of habitat conservation and sustainable use, which underpin the SUCo-SA brand, should be reflected in everything Members say or do.
 - 10.3.2.1 **INSIDE INFORMATION:** Inside information may only be disseminated through an authorised channel (Coalition press releases). Each employee or member should keep any inside information about SUCo-SA strictly confidential.
- 10.3.3 **TRANSPARENCY:** SUCo-SA is committed to providing the public with clear, accurate, factual and reliable information. Members will seek to establish close relationships with the Coalition's stakeholders, both internal and external, through regular communication and transparency.
- 10.3.4 **TWO-WAY COMMUNICATION:** The Coalition believes in clear, accurate and reliable top-down and bottom-up communication through all levels of the organisation. Efficient two-way channels of communication ensure that employees understand, are aligned with and help the Coalition achieve its business objectives. The communication with all Members and stakeholders, internal and external, must proceed in line with the Coalition's official stance and strategy.
- 10.3.5 **PRESENTING AT CONFERENCES:** Presentations at conferences in the name of the Coalition must be consulted with the Chair and/or the Communications / Public Relations Department in advance.

- 10.3.6 **OFFICIAL LANGUAGE:** Despite the Coalition recognising the rich linguistic diversity within South Africa and surrounding countries, English will be the official language used by of the Coalition.
- 10.3.7 **FAIR AND PROMPT DISCLOSURE:** The Coalition recognises the value of communicating Coalition-related information in a timely and nonselective manner. Publicly available information on Coalition related matters will be released to all Members, and the public, through the Coalition’s press and media liaison section, simultaneously.
- 10.3.8 **CONFIDENTIALITY:** All Coalition documentation, correspondence and Coalition-related information, unless and until publicly available, must be treated as confidential. Non-public information from, or concerning, suppliers, customers, employees, agents, consultants, and other parties, must also be protected in accordance with legal and contractual requirements, including the SUCo-SA Data Protection Procedure, when applicable.
- 10.3.9 **COMPLIANCE:** The Coalition is committed to complying with all applicable laws on the disclosure of financial and other information about the Coalition.
- 10.3.10 **E-MAILS / LETTERS:**
- 10.3.10.1 Communication to outside bodies will always be done on a formal letterhead of the Coalition and, preferably, signed by the Chair, which document may be sent as an attachment to an e-mail.
- 10.3.10.2 All official internal communication between members will only be conducted via e-mail or formal letter.
- 10.3.10.3 Messaging and communications between Members on social media platforms will be unofficial and for quick information sharing only. No formal internal communications or arrangements will be conducted on these platforms.
- 10.3.10.4 The Secretary-General will endeavour to keep an electronic record of all official internal e-mail communications.

ARTICLE 10.4: WEBSITE / FACEBOOK

- 10.4.1 The Coalition will manage a website with all electronic communication via an own e-mail account with a domain name specifically dedicated to the Coalition.
- 10.4.2 The Executive Committee will exercise control over the building of the website and may make use of external specialist expertise to compile and maintain a relevant, constantly updated and informative website.

- 10.4.3 The Executive Committee may manage e-mail addresses, while the Treasurer will be responsible for the financial maintenance of the website, the costs related to e-mail accounts and to the Coalition's registered internet domain name.

ARTICLE 10.5: LIASON WITH OTHER ORGANISATIONS

- 10.5.1 **PARTNERSHIPS AND JOINT VENTURES:** The Coalition may enter into joint ventures with like-minded national or international organisations which subscribe to the principles of habitat conservation and sustainable use of renewable natural resources.
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CHAPTER 11: DISCIPLINARY ACTION AND PROCEDURE

ARTICLE 11.1: RESPONSIBLE PERSON

- 11.1.1 The Executive Committee member responsible for discipline will manage and administer all aspects related to discipline in the Coalition. This person will be referred to as the “member for discipline”.

ARTICLE 11.2: REPORTING OF MISCONDUCT OR DISPUTE

- 11.2.1 Any member of the Coalition may report misconduct of a Coalition Member, or the existence of a dispute between members, by way of a written complaint containing details of the alleged misconduct or dispute. The written complaint or dispute must be submitted to the member for discipline.
- 11.2.2 The member for discipline must investigate the allegations of misconduct or dispute in order to bring the matter(s) to finality as soon as possible.
- 11.2.3 The member for discipline may ask the complainant or parties involved in the dispute to submit an affidavit, affidavits of witnesses and supporting documents to substantiate the charge or dispute.
- 11.2.4 The member for discipline must always first attempt to efficiently resolve a dispute by means of mediation and/or a process of conciliation, failing which the matter may be referred to the Chair to establish a disciplinary committee to handle the matter.'
- 11.2.5 The member for discipline must be very certain of the reasons why s/he would refer any dispute or transgression to the Chair with the request to establish a Disciplinary Committee, as any action of this nature could have long-term negative effects on relations in, and for, the Coalition and/or its Members.
- 11.2.6 If initial mediation efforts to settle a reported dispute fail, the member for discipline must, in the following instances, request the Chair to either convene a Disciplinary Committee to deal with the matter or to assist directly in resolving the dispute:
- 11.2.6.1 If a Member is in a material breach of conduct; or
- 11.2.6.2 If Member is in a material breach of the agreements between Members of the Coalition; or
- 11.2.6.3 If a Member is in breach or contravention of any other relevant law, regulation or proclamation, or the Constitution, of South Africa; or
- 11.2.6.4 If the Member is a party to a dispute which involves the Coalition.

ARTICLE 11.3: COMPOSITION OF DISCIPLINARY COMMITTEE

- 11.3.1 Upon receipt of a valid request for Discipline from a Member Organization, the Chair will appoint a Disciplinary Committee consisting of three (3) members of the Executive Committee.
- 11.3.2 The Chair will declare which of the three Executive Committee members so appointed will act as Chair for that specific Disciplinary Committee.

ARTICLE 11.4: PROCEDURE

- 11.4.1 If the breach, as set out in paragraph 11.2.6, is not material the member for discipline may put the charge to the alleged offender and, if the charge is admitted, the member for discipline must refer the matter to the Executive Committee which can then issue a warning to the offender.
- 11.4.2 The member for discipline must institute proper procedures to ensure that the involved Member(s) receives a fair and reasonable opportunity for any reported incident to be completely investigated within a period of no more than sixty (60) days.
- 11.4.3 All disciplinary actions must comply with all elements of the natural rights of the Member (or individual), and of fairness, in accordance with the Constitution of the Republic of South Africa.
- 11.4.4 All disciplinary actions against Members of the Coalition are conducted in camera and are confidential.
- 11.4.5 The implicated Member(s) must be given the particulars, in writing, of the alleged misconduct, or the facts of the unresolved reported dispute, at least seven (7) days before the sitting of the Disciplinary Committee.
- 11.4.6 During the sitting of the Disciplinary Committee the implicated Member must be given ample opportunity to state their case and/or supply proof as to why they should not be found guilty of the allegation(s) brought against them.
- 11.4.7 An implicated Member may only be represented by another Coalition Member during the sittings of the Disciplinary Committee; no legal representation of any nature will be allowed.
- 11.4.8 Only members of the Disciplinary Committee, the implicated Member(s) and their representative(s), as well as any Coalition members (or other individuals) called as witnesses, may be present during sittings of the Disciplinary Committee.

- 11.4.9 A Disciplinary Committee may make a finding in respect of the misconduct and may impose a sanction ranging from a caution and discharge to imposition of a fine, suspension of benefits of membership for a period, temporary suspension of membership or permanent expulsion from the Coalition.
- 11.4.10 A Disciplinary Committee may also decide to:
- 11.4.10.1 report the matter under investigation to the relevant authorities; or
- 11.4.10.2 report the matter to other regulatory bodies and to then defer disciplinary action to after the outcome of the investigation of authorities or other bodies has been made known.
- 11.4.11 The judgment of the majority of members of a Disciplinary Committee will stand.
- 11.4.12 A decision of a Disciplinary Committee, with motivated charge(s) and reasons for the decision reached, is presented in written form to the implicated Member(s).
- 11.4.13 All of the abovementioned procedures may be conducted via video conferencing technologies.
- 11.4.14 The Executive Committee may, with judiciousness publicise the outcome of a Disciplinary hearing.

ARTICLE 11.5: RIGHT TO APPEAL

- 11.5.1 An appeal may be instituted within 14 days after the hearing has been finalised by a referral to the Executive Committee.
- 11.5.2 The Chair will appoint an Appeals Committee which will consist of himself as Chair thereof and at least two other Members of the General Assembly or the Executive Committee who were not part of the original Disciplinary Committee.
- 11.5.3 The Chair may also decide to appoint an independent legal practitioner to conduct the appeal. In such an event, both parties will have the right to be legally represented.
- 11.5.4 Any judgment given on appeal will be final and binding on all the parties.

ARTICLE 11.6: REPORT TO THE GENERAL ASSEMBLY

- 11.6.1 The Chair must report to the General Assembly any disciplinary action which has been instituted, including who the Member(s) involved were, the broad background of the reasons for disciplinary mitigations or hearing(s), as well as the outcome of those mitigations or hearing(s).

CHAPTER 12: GENERAL PROVISIONS

ARTICLE 12.1: APPLICATION, INTERPRETATION AND DISPUTES

- 12.1.1 **APPLICATION:** Decisions taken by, or at, an Annual General Meeting will be final and binding, only if they are in accordance with the provisions in this Constitution.
- 12.1.2 **INTERPRETATION:** The business and meetings of the Coalition are conducted according to this Constitution and, where not otherwise provided for, according to the internationally accepted rules of Parliamentary Procedures as set out in the handbook entitled *Robert's Rules of Order*.
- 12.1.3 **DISPUTES:**
- 12.1.3.1 Should a dispute arise, which cannot be addressed by either this Constitution or Parliamentary Procedures referenced above, it will be investigated and considered by the Executive Committee, and a solution will be proposed to the General Assembly for a decision.
- 12.1.3.2 In the event of a serious disagreement between the members of the Executive Committee and/or the Coalition regarding the interpretation of this Constitution then the dispute must be referred to a mediator in the first instance. The Member(s) declaring the dispute and the Executive Committee must agree on a suitable mediator and the costs of such mediation.
- 12.1.3.3 Should mediation not resolve the dispute it shall be referred for arbitration. The arbitrator must be such suitably qualified person(s) as the member(s) declaring the dispute and the Executive Committee may mutually agree. Alternatively, the parties will be entitled to nominate one arbitrator each, who will act jointly with a third person to be nominated jointly by the respective arbitrators of the parties. A majority decision of the appointed arbitrators will be final and binding.
- 12.1.3.4 The arbitration must be held on an informal basis and the arbitrator will have the power to determine the procedure to be adopted, subject to the principles of natural justice. The arbitrator may base his award not only upon the applicable law but also the principles of equity and fairness. The person(s) declaring the dispute and the Executive Committee may agree beforehand to share the costs of the arbitration. In the absence of such agreement the arbitrator will decide which parties are liable for the costs. The decision of the arbitrator shall be final and binding upon all parties and capable of being made an Order of Court on application by any of them.

ARTICLE 12.2: THE CONSTITUTION OF THE REPUBLIC OF SOUTH AFRICA

- 12.2.1 The Constitution of SUCo-SA is subordinate to the Constitution of the Republic of South Africa, and all laws and regulations thereof and, Mutatis Mutandis, any other country in which the Coalition may operate.
- 12.2.2 All laws and statutes quoted or referred to shall automatically include any amendments to, revisions of or replacements of these laws and statutes, as may occur from time to time, through due Parliamentary process, after the writing of this Constitution.

ARTICLE 12.3: AMENDMENTS TO THE CONSTITUTION

- 12.3.1 This Constitution may, at any time, be amended or revoked by a resolution passed by not less than a two-thirds (2/3) majority vote of Coalition Members in good standing and present at a duly constituted meeting of the General Assembly, provided that the proposed change(s) or resolution(s) were circulated to all members with the notice of the meeting at least 14 days before such meeting.
- 12.3.2 If no prior notice was given for proposed constitutional amendments, such changes may only be brought by a four-fifths (4/5) majority vote of Coalition Members in good standing who are present at a duly constituted meeting.

ARTICLE 12.4: WAIVER

- 12.4.1 The Articles and provisions of this Constitution may be temporarily waived by a four-fifths (4/5) majority vote of Coalition Members in good standing who are present at a duly constituted meeting.

ARTICLE 12.5: CONDONATION

- 12.5.1 The Articles and provisions of this Constitution may be temporarily waived retroactively by a four-fifths (4/5) majority vote of Coalition members in good standing who are present at a duly constituted meeting.

ARTICLE 12.6: DISSOLUTION

- 12.6.1 The Coalition may be dissolved by a resolution passed by not less than two-thirds of the Coalition members in good standing who are present at a meeting constituted specifically for this purpose, on condition that:
- 12.6.1.1 notice of such meeting is timeously given to all members; and
- 12.6.1.2 the decision to dissolve is clearly formulated in such a notice.
- 12.6.2 When the Coalition closes down the meeting will appoint an Ad Hoc Sub-committee, consisting of at least three (3) persons (whose mandate and compensation will be determined), which will finalise the business of the Coalition and will act as liquidator of the assets and debts of the Coalition.
- 12.6.3. This Sub-committee will arrange to pay all the Coalition's debts and the sub-committee members' compensation. If there is property or money left over, it shall be distributed to any non-profit organisation(s) (NGOs) , selected by the Coalition Members, that has similar objectives as those of the Coalition.
- 12.6.4 The documents and records of the Coalition will be archived in accordance with South African Law.

ARTICLE 12.7: INDEMNITY

- 12.7.1 Subject to the provisions of any relevant statute, members of the Executive Committee and other office bearers will be indemnified by the Coalition for all acts done by them in good faith on its behalf. It is the duty of the Coalition to pay all costs and expenses which any such person incurs, or becomes liable for, because of any contract entered into or act done by him, in his said capacity, in the good faith discharge of his duties on behalf of the Coalition.
- 12.7.2 Subject to the provisions of any relevant statute, no member of the Executive Committee and/or other office bearer of the Coalition shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, nor for any loss, damage or expense suffered by the Coalition which occurs in the execution of the duties of his office, unless it arises because of his dishonesty or failure to exercise the degree of care, diligence and skill required by law.
- 12.7.3 The rule of construction, that a contract is interpreted against the party responsible for the drafting or preparation of the contract or document, does not apply to this Constitution.

ARTICLE 12.8: INTERPRETATIONS AND DEFINITIONS

- 12.8.1 **IN THIS DOCUMENT, UNLESS THE CONTEXT INDICATE OTHERWISE:**
- 12.8.1.1 Individual – shall mean a natural person.
- 12.8.1.2 Member body / Member Organization– shall mean any member of the Coalition as contemplated by Article 3.2, which includes created entities (corporate or not).
- 12.8.1.3 Member / Individual Member – shall mean any individual or entity that is a member of any of the Coalition’s Member Organizations.
- 12.8.1.4 The headings are for reference purposes only and shall not affect the interpretation of this Constitution.
- 12.8.2 **WORDS OR EXPRESSIONS INDICATING:**
- 12.8.2.1 The singular shall include the plural and vice versa.
- 12.8.2.2 The male shall include the female and vice versa.
- 12.8.2.3 Natural persons shall include legal persons / entities and vice versa.
- 12.8.2.4 Executive or Executive Committee shall mean those persons elected in terms of the Constitution.
- 12.8.2.5 Record Date – means the date established on which the Coalition determines the identity of its members for the purposes of the Companies Act.
- 12.8.3 **NOTICE DAYS OR PERIODS**
- 12.8.3.1 Day means a 24-hour period and can mean any day from Monday to Sunday. A day starts at 12:00 AM and ends at 11:59 PM. As a notice period, it is the total amount of days until a filing / response / payment is due.
- 12.8.3.2 Calendar day means every day on the calendar, including weekends and official public holidays; that is, Monday through to Sunday.
- 12.8.3.3 Business or Workdays - means Monday through to Friday, excluding any official public holidays as well as Saturdays and Sundays.
- 12.8.3.4 Week - any 7-day cycle, usually beginning on Sunday and ending on Saturday, or a 7-day period beginning with any specified day. A work or business week will start on Monday and end on Friday.
- 12.8.3.5 A calendar month is one of the twelve (12) months of the year. A calendar month is the period from a particular date in one month to the same date in the next month, for example, from April 4th to May 4th. Calendar months vary from 28 to 31 days.
- 12.8.3.6 Calculating a notice period:
- i. General: When a particular period (Days, weeks, etc.) is provided as notice for any event or activity, the number of days must be calculated by excluding the day on which the notice is given; but including the day on or by which the event is to occur. The notice should stipulate if weekends and holidays are to be excluded.

- ii. When the notice stipulates an intervening period, it is the period that separates two events or points in time. Therefore, the day of notice and the day of the event itself, are not counted, only the days in between. Unless specifically excluded, all days are counted, including weekends and holidays.

12.8.4 DEFINITIONS

- 12.8.4.1 Ad Hoc – when necessary or needed.
- 12.8.4.2 Condonation – is the overlooking or implied forgiving of an offence, usually something that happened in the past.
- 12.8.4.3 Ex-Officio – Latin for “by virtue of one's position or status”. Thus, a person obtains a position on, or membership of, a body by virtue of holding another position or membership in the same or another body.
- 12.8.4.4 Mutatis Mutandis – Latin term meaning “the necessary changes having been made” or with consideration of the respective differences. That is, when the items or situations are compared, the provision made by the rules will remain the same, even though each item or situation is somewhat different.
- 12.8.4.5 Vice versa – used to indicate that the reverse is also true.
- 12.8.4.6 Waiver – to intentionally relinquish a known rule, right, interest, etc. Usually done in advance.
- 12.8.4.7 Memorandum of Incorporation (MOI) – The Act defines the Memorandum of Incorporation (MOI) as a document that sets out the rights, duties and responsibilities of shareholders, directors and others within, and in relation to, a company and by which a company is incorporated under the Act (or by which a pre-existing company was structured and governed).

ARTICLE 12.9: AUTHORITY OF THE CONSTITUTION

- 12.9.1 This Constitution replaces all previous drafts, if it is accepted and signed in accordance with the provisions herein contained.

ARTICLE 12.10: ACCEPTANCE AND APPROVAL OF THE CONSTITUTION

12.10.1 EFFECTIVE DATE:

- 12.10.1.1 This Constitution shall take effect immediately on approval by a two-thirds (2/3) majority of General Assembly.

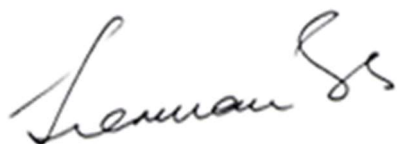
12.10.1.2 Any amendment to articles or bylaws will take effect immediately upon announcement of the result of the ballot.

12.10.2 **ACCEPTANCE:**

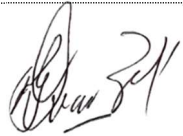
12.10.2.1 The original Constitution was read, approved and accepted at a Special General Meeting attended by the founding members of the Coalition on this 6th day of May 2021 at Pretoria.

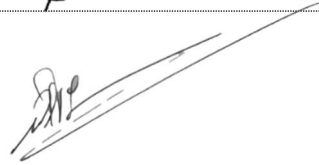
12.10.2.2 During this meeting the newly elected Chair, Herman Els, was mandated to sign the Constitution and to declare it as the only legally binding constitution of SUCo-SA.

Signed



Originally Adopted and Signed by the founding members of the Coalition 2023

Confederation of Hunting Associations of South Africa (CHASA): Stephen Palos, CEO	
National Hunting and Shooting Association (Natshoot) Herman Els, Executive Chair	
Parrot Breeders of South Africa (PVSA/PASA) Gert van Zyl, Exco member	
Professional Hunters Association of South Africa (PHASA) Pieter Potgieter, President	
South African Falconry Association (SAFA) Trevor Oertel, Ex Officio Member, SAFA Exco	
South African Predators Association (SAPA) André Mentz, Chair	

South African Taxidermy and Tannery Association (SATTA) Pieter Swart, President	
South African Wingshooters Association André van der Westhuizen, Chair	
The True Green Alliance (TGA) Ron Thomson, CEO	
Wildlife Ranching South Africa (WRSA) Richard York, CEO	

Amended after AGM 2024