4.2 SAIA CONSTITUTION

Reconstituted in 2015, the South African Institute of Architects is a voluntary association and is the natural successor to the Institute of South African Architects which was originally established in 1927 and renamed the South African Institute of Architects in 1996.

It incorporates the eleven existing regional institutes (Border-Kei [Eastern Cape], CIfA [Western Cape], Eastern Cape, Free State, GIfA [Gauteng], KZNIA (KwaZulu-Natal), Limpopo, Mpumalanga, Northern Cape, North West and PIA [Gauteng].)

The mission of the Institute is to act as the collective voice serving the interests of its members in pursuit of excellence and responsible design.

It aims to uphold the dignity of the architectural profession and contribute meaningfully to the enhancement of society and the environment. The fundamental principles of equality and justice are implicit in the Constitution.

1 The Institute

1.1 The name of the **institute** is: The South African Institute of Architects.

1.2 The **institute** is a body corporate with *inter alia* perpetual succession, the power to sue and be sued in its corporate name and to engage through the **board** in all such business transactions and take all such actions as may be required for the proper performance of its functions generally and in carrying out its objectives and duties in terms of this constitution.

1.3 The domain of the **institute** shall be the Republic of South Africa.

1.4 The **institute** is a member of and/or affiliated with various international organisations.

1.5 The **institute** shall establish a **board** to manage and control its affairs.

2 Definitions

In this constitution unless the context indicates otherwise:

2.1 **“act”** means the Act for the Architectural Profession No 44 of 2000 and any amendments thereto;

2.2 **“assigned region”** means the region assigned to a member upon acceptance of his application for membership in terms of clause 6.4.3, or by transfer in terms of clause 6.4.4, or as determined by the **institute** in consultation with existing members at the date of adoption of this constitution, and the term "assigned" will be construed accordingly;

2.3 **“assigned** members” means the **members** of an assigned region;

2.4 **“board”** means the board established in terms of clause 7 of this constitution;

2.5 **"by-laws"** means the by-laws of the **institute** as determined from time to time by the **board**, which by-laws set out the procedures for the implementation of the provisions of this constitution;

2.6 **"chapter"** means a sub-group of members of a **region** recognised as such in the by-laws of the **region.**

2.7 **"chief executive officer"** means the person appointed by the board to administer the day to day business of the **institute** under the direction of the **board** and who shall be an ex-officio member of the **board** and the management committee, without vote;

2.8 **"code of ethics"** means the code of conduct issued by the **institute** to its **members** which sets out the ethical rules and principles applicable to the conduct of **members**;

2.9 **"council"** means the South African Council for the Architectural Profession established in terms of the Act;

2.10 **"group"** means an association of persons which the **board** has recognised;

2.11 **"Income Tax Act"** means the Income Tax Act, 58 of 1962, as amended or replaced from time to time;

2.12 **"institute"** means the South African Institute of Architects;

2.13 **"management committee"** means the committee established in terms of clause 8;

2.14 **"member"** means any person who is a member of the **institute** by virtue of the provisions of clauses 6;

2.15 **"national convention"** means a meeting of delegates and members as contemplated in clause 11;

2.16 **"executive officer"** means the person appointed by a **region** to administer the day to day business of the **region** under the direction of the region's management committee;

2.17 **"observer"** means a representative of a group permitted to attend and speak at meetings of the board but with no right to vote;

2.18 **"practice"** means a sole practitioner or association of practitioners (whether incorporated or unincorporated) engaged in the ongoing, active professional practice of architecture;

2.19 **"president"** means the president of the **institute** elected in terms of clause 7;

2.20 **"region"** means an association or group of members recognised in clause 10;

2.21 **"SAIA practice"** means a practice admitted as a practice of the **institute** in terms of clause 9;

2.22 **"voting member"** means a fully paid up **member** not under suspension, or a life member, as contemplated in clause 6.1.1.

3 Objects

3.1 The objects of the **institute** are to organise and unite in fellowship the architects of South Africa, to promote the interests of members and to promote and maintain:

3.1.1 the dignity of the profession of architecture, high standards of conduct, professional competence and integrity;

3.1.2 the art, science, research and practice of architecture;

3.1.3 opportunities for the interchange and recording of knowledge and experience of architecture;

3.1.4 the architectural environment and cultural heritage;

3.1.5 interaction with other members of the building industry and the profession of architecture to enhance living; and

3.1.6 the interests of society in matters concerned with architecture in relation to the environment and a sustainable future.

3.2 In exercising the stated objects, such steps as may be deemed necessary shall be taken to further these objects, and substantially the whole of the activities of the institute shall be directed to the furtherance of such objects and shall not be directed for the specific benefit of a **member** or minority group.

4 Income Tax Act

4.1 Following the approval of this constitution by the **members**, the **board** shall submit this constitution to the Commissioner of the South African Revenue Services for approval in terms of section 30B of the Income Tax Act.

4.2 The **institute** shall comply with all the reporting requirements as may be determined by the Commissioner of the South African Revenue Services from time to time.

4.3 The **institute** is not knowingly and will not knowingly become a party to, and does not knowingly and will not knowingly permit itself to be used as part of, an impermissible avoidance arrangement contemplated in Part IIA of Chapter III of the Income Tax Act, or a transaction, operation or scheme contemplated in section 103 (5) of the Income Tax Act.

5 Property, Assets and Liability

5.1 The income, profit and property of the **institute** from whatsoever source derived, shall be applied solely towards the promotion of the objects of the **institute** as set forth herein, and no part thereof shall be paid, distributed or transferred directly or indirectly by way of dividend or bonus or otherwise, or by way of profit to persons who are members of the **institute**, or other than for the purpose of or in the course of furthering the objectives of the **institute**. Provided that nothing herein shall prevent the payment in good faith of remuneration to any employees of the **institute** or any person in return for services actually rendered. Provided further that such remuneration to employees and any other remuneration payable to any other person shall not be excessive having regard to what is generally considered reasonable in the sector and in relation to the service which is rendered.

5.2 Substantially the whole of the **institute's** funding shall be derived from the fees, subscriptions and levies payable by its **members** in terms of this constitution and the **by-laws** or from an appropriation by the government of the Republic in the national, provincial or local sphere.

5.3 The liability of a **member** is limited to the amount of the subscriptions, levies or other debts owed by such **member** to the **institute**.

5.4 No member shall have any direct or indirect personal or private interest of any nature whatsoever in the **institute**, its funds or its property.

5.5 A **region** shall not have any title to, nor interest in, any property of the **institute** nor be liable for any debt or other pecuniary obligation of the **institute**. The **institute** shall not have any title to, or interest in, the property of any **region** unless the **board** and the **region** agree otherwise in writing, and the institute shall not be liable for any debt or other obligation of any region. The **institute** and a **region** are not agents for each other unless they so agree in writing.

5.6 The **institute** shall not be entitled to have a share or any interest in any business, profession or occupation which is carried on by any **member**.

6 Membership

6.1 **Membership Classes**

6.1.1 Voting Membership**:** Voting membership of the **institute** shall be comprised as follows:

6.1.1.1 Architect **member**: a person who is registered as a professional architect in terms of the **act**;

6.1.1.2 Academic **member**: a person who is a non-practicing architect/individual with a minimum NQF level 9 (or the previous 5-year BArch degree) who is engaged in the education of Architecture at a SACAP recognized higher educational institution.

6.1.1.3 Life **member**: an architect **member** on whom the honour of life membership has been conferred by the **board** in its own discretion.

6.1.2 Non-voting Membership: The **institute** may include the following classes of members not entitled to vote:

6.1.2.1 Honorary **member**: a person who is not eligible to be registered as a professional architect in South Africa but who is a person of distinction whom the **board** so elects;

6.1.2.2 Retired **member**: a **member** who has ceased being registered as a professional architect and who is no longer engaged in the profession of architecture nor has a financial participation in an architectural practice in South Africa and who has applied in writing to be transferred to this class of membership;

6.1.2.3 Candidate **member**: a person who, having passed the examination recognised by the **council**, is engaged in completing such further requirements as may lead to voting membership;

6.1.2.4 Associate **member**: a person who has complied with the **council's** examination and experience requirements for the purposes of registering but who is not registered as a professional architect in terms of the **act**.

6.1.2.5 **Fellow Member**, a person who has made a real contribution to architecture and the community, who is nominated to this category as per the procedure outlined in the SAIA By-Law.

6.1.3 Any **member** who lives and works outside the borders of South Africa for a continuous period in excess of eighteen months may apply to be an international member. International members shall retain all rights and duties described in clause 6.2 but shall be released from the obligation to be an **assigned member** of a **region**.

6.1.4 Such other classes of members as the **board** may from time to time decide.

6.2 **Rights and Duties**

Every **member** in good standing shall be entitled to:

6.2.1 Attend any meeting of the **board** after having previously notified the **chief executive officer** in writing: Provided that the **board** may at its discretion waive the notification requirement;

6.2.2 Have access to information to which such **member** is reasonably entitled;

6.2.3 Receive, at the discretion of the **board**, such assistance in any matter as may be rendered in terms of this constitution;

6.2.4 Attend the annual national convention and special members meetings;

6.2.5 Have their names published in any membership listing of the **institute**;

Every **member** shall:

6.2.6 Maintain membership in the **region** to which they are **assigned**, subject to clause 6.1.3. Where more than one region exists in a province of South Africa, a member whose

primary place of practice is located in such province may elect to which **region** in that province the **member** wishes to be **assigned. Members** may join other **regions** as non-assigned members.

6.2.7 Respect and uphold the provisions of the **code of ethics**;

6.2.8 Every voting **member** shall be eligible to hold any office in the **institute**;

6.2.9 To be in good standing in the **institute**, **members** must have paid all dues and other obligations due to the **institute** and their **assigned region**. An individual under suspension for violation of the **code of ethics** is not in good standing.

6.3 **Letters of Designation**

Members in good standing may print and otherwise use the following designations:

6.3.1 Architect **members**:
the initials "SAIA" as a suffix to their names, and
the titles "Member of The South African Institute of Architects" and "Member of the (assigned region) of the South African Institute of Architects;

6.3.2 Life **members**:
the initials "Life SAIA" as a suffix to their names, and
the titles "Life Member of The South African Institute of Architects";

6.3.3 Honorary **members**:
the title "Honorary Member of The South African Institute of Architects";

6.3.4 Retired **members**:
the title "Retired Member of The South African Institute of Architects";

6.3.5 Candidate **members**:
the titles: "Candidate Member of The South African Institute of Architects" and "Candidate Member of the (assigned region) of the South African Institute of Architects;

6.3.6 Associate **members**:
the titles: "Associate Member of The South African Institute of Architects";

6.4 **Application for Membership**

6.4.1 Application for membership of the **institute** shall be made on the prescribed form by the applicant to a **region** or directly to the **institute** in accordance with the procedures prescribed in the **by-laws**.

6.4.2 Subject to the **institute** having ensured that an application has complied with the conditions for membership as provided for in clauses 6.1, it shall enrol the applicant as a **member** of the **institute.**

6.4.3 The **institute** shall assign the new member to a **region** in accordance with the procedures and considerations prescribed in the **by-laws** and notify the **region** accordingly.

6.4.4 Upon application of a **member** who has relocated to another region, the **institute** shall assign a **member** to such new **region** in accordance with the procedures and considerations prescribed in the **by-laws** and notify both the previous and the new **regions** accordingly.

6.4.5 A certificate of membership, which shall remain the property of the **institute** and shall be surrendered on demand, shall be issued to the **member**.

6.4.6 The names of **members** referred to in clause 6.4.5 shall be recorded in a register.

6.5 **Membership Fees and Dues**

6.5.1 The **board** shall annually determine the fees, subscriptions and levies payable to the **institute** by all categories of **members** and by **SAIA practices** which shall be due on such date or dates as shall from time to time be fixed by the **board**: Provided that certain **members** as defined in the **by-laws** shall be exempt from such payments.

6.5.2 Fees will be collected in accordance with the procedures prescribed in the **by-laws**.

6.5.3 Upon acceptance as a **member** of the **institute** such **member** shall become liable for the prescribed annual subscription, and the **member's** practice, should it be eligible to be registered as a **SAIA practice**, for a practice levy.

6.5.4 If an applicant is accepted as a **member** after the commencement of the financial year, such **member** shall be liable for only a portion of the annual subscription based on the period of membership in the year calculated from the first day of the month in which the

member is accepted.

6.5.5 Subject to clause 6.5.7 a **member**, whose annual subscription has not been paid within 60 days of the due date or within such further period as may in particular cases be allowed, shall forfeit membership. If applicable, the **member's** practice shall cease to be a **SAIA practice**. The monies due by a **member** so removed and, if applicable, by the **practice**, shall nevertheless remain a debt due to the **institute**.

6.5.6 No refund of any subscription, levy or part thereof shall be made to any person ceasing to be a **member**, or to such **member's** practice and such person shall in any event remain liable to the **institute** for any subscription, levies, fines or other debts or obligations due to the **institute.**

6.5.7 The **board** may in its own discretion waive, reduce or remit any fee, subscription or levy payable to the **institute**: Provided that nothing herein contained shall prevent the **board** from reinstating any fee, subscription or levy payable to the **institute** should the **board**, in its own discretion, so decide.

6.5.8 SAIA practice levies will be payable in accordance with the procedures described in the **by-laws**. Where a former **SAIA practice** has ceased to be a **SAIA practice** any levies already paid shall not be subject to refund.

6.6 **Liability for Outstanding Fees and Subscriptions**

6.6.1 In addition to the requirements of clause 6.5 and notwithstanding any arrangement that may be agreed from time to time as between the **institute** and the **regions** a **member** shall forfeit his membership of the **institute** and the **region** for failure to pay the prescribed annual subscription.

6.7 **Termination of Membership**

6.7.1 In addition to the provisions of clause 6.5.5 a member shall cease to be a member:

6.7.1.1 Upon receipt by the **board** of written notification of the **member's** resignation from membership;

6.7.1.2 Upon expulsion from membership in terms of this constitution or expulsion from or termination of [other than as a result of being assigned to another **region**] the membership of a **region** in terms of the constitution of that **region**;

6.7.1.3 Upon the death of the **member**.

6.7.2 The **institute** shall, within 30 days, inform the **region** to which such **member** was assigned, of the termination.

6.8 **Re-admission**

6.8.1 No person who has been a **member** of the **institute** and ceased to be such shall be eligible for re-admission to membership until all arrears of any fees, subscription or levy due to the **institute** and **region** at the date of cessation of membership together with any legal expenses which may have been incurred in respect of the collection of such arrears, have been paid.

6.8.2 The provisions of clause 6.4 above shall apply *mutatis mutandis*, where applicable, to re-admission to membership of the **institute**.

7 The Board and Honorary Office Bearers

7.1 **Composition of the Board**

7.1.1 The **board** shall at all times have at least 3 (three) **board** members who are not connected persons in relation to each other, to accept the fiduciary responsibility of the **institute,** and no single person shall directly or indirectly control the decision making powers relating to the **institute**. For purposes of this constitution "connected person" has the meaning ascribed to that term in section 1 of the Income Tax Act. The **board** shall, subject to the aforementioned requirements, be comprised as follows:

7.1.1.1 1 (one) member from each **region** subject to the provisions of clause 7.3;

7.1.1.2 The **president**, vice-president, treasurer and deputy treasurer;

7.1.1.3 The chairpersons of Committees, under composition of the Board;

7.1.1.4 Additional members which the **board** may from time to time, in its own discretion, co-opt

to the **board**;

7.2 A **group** which the **board** has recognised or an independent organisation upon its request, may, at the **board's** discretion, be granted observer status at meetings of the **board**.

7.3 **Voting**

7.3.1 The number of votes of each **board** member representing a **region** shall be based upon the number of **assigned** architect **members** in good standing in each **region** according to the **institute** records on the last day of the preceding financial year and shall be determined as follows:

7.3.1.1 **Regions** with 1-50 architect **members**: one vote each;

7.3.1.2 **Regions** with more than 50 architect **members**: one vote for every complete fifty architect **members** (not part thereof);

7.3.1.3 The honorary office bearers and chairperson of the practice committee: one vote each;

7.3.1.4 The **president**: in addition to the normal vote, the casting vote;

7.3.1.5 Co-opted members shall have no vote.

7.4 Subject to the provisions of clauses 7.5 and 7.6 members of **board** shall take office upon the adjournment of the meeting of the **board** following their nomination/election and shall hold office for a period of not more than two years except that those who are appointed by the **board** to fill a vacancy shall take office immediately, provided that:

7.4.1 The prescribed period may, by a majority vote of the **board** be extended for a further period not exceeding twelve months.

7.5 Not more than six and not less than five board members who represent **regions** shall retire by rotation from office annually, subject to the provisions in the **by-laws**. After the first year following the date of adoption of this constitution, the **board** members appointed by the following **regions** shall retire: CIfA, Border-Kei, Northern Cape; GIfA; North West and Limpopo.

7.6 A **board** member may serve more than one term, subject to nomination by the **region**.

7.7 **Cessation of Membership of the Board**

7.7.1 A member of the **board** shall cease to hold office:

7.7.1.1 If a **board** member appointed by a **region** vacates a seat on the **board** or is removed from office by the **region,** in which case the vacancy may be filled by the **region** concerned;

7.7.1.2 On resignation in writing;

7.7.1.3 On cessation of voting membership of the **institute**;

7.7.1.4 If absent from two consecutive meetings without apology;

7.7.1.5 If having been appointed in terms of clause 7.1.1.1 the **board** member c eases to be an **assigned member** of the **region** by which the appointment was made;

7.7.1.6 If having been appointed in terms of clause 7.1.1.2 and 7.1.1.3, the **board** member no longer holds office;

7.7.1.7 If having been appointed in terms of clause 7.1.1.4, the **board** at its sole discretion withdraws co-option.

7.8 **Powers and Duties of the Board**

7.8.1 The **board** shall manage and direct the affairs of the **institute** and shall have all powers and authority to take such steps as may be deemed necessary to achieve its the objects of the **institute**, and shall administer its funds and property, fixed or otherwise, on behalf of the **institute** for purposes of achieving the **institute's** objects, and shall, without derogating form the generality of the **board's** powers and unless otherwise determined by the board:

7.8.1.1 Arrange to have all deeds, documents and financial instruments drawn on behalf of the **institute** signed by any two of a number of persons designated by the **board**;

7.8.1.2 Keep proper account of all monies received and expended and of all assets and liabilities

of the **institute**;

7.8.1.3 Arrange to have the books and accounts audited annually by the auditors appointed by the **board** to the extent instructed by it.

7.8.2 The **board** may appoint committees consisting of members of the **board** and/or **members** and/or representatives of other bodies and/or other persons approved by the **board**, with such powers as it may prescribe.

7.8.3 The **board** shall cause minutes to be kept of all meetings of the **board** and of its committees.

7.8.4 Furthermore, the **board** may:

7.8.4.1 Appoint representatives to act on its behalf for such purposes and subject to such powers as it may decide;

7.8.4.2 Appoint an appeal committee to hear any appeal by a **member** against a decision of the **board** or a **region** where such decision affects such **member's** membership or professional status;

7.8.4.3 Enter into agreements with any body or persons within or outside South Africa with regard to the recognition of examinations or qualifications or any other matter of mutual benefit;

7.8.4.4 Enter into any arrangement with any Government authority (central, provincial, regional, local or otherwise), corporation or persons to obtain from such Government authority, corporation or person monetary grants, rights, treaties, concessions, charters, franchises and privileges which may seem conducive to the institute's objects;

7.8.4.5 Affiliate with other bodies which have objects and a code of professional conduct similar to that of the **institute**;

7.8.4.6 Make, amend or rescind **by-laws** for the purpose of regulating matters connected with the **board** provided that such **by-laws** shall not be inconsistent with this constitution;

7.8.4.7 Make, amend or rescind the code of ethics for the purpose of regulating matters connected with the professional conduct of **members** provided that such code of ethics shall not be inconsistent with this constitution;

7.8.4.8 Establish a non-profit company for the purpose of carrying out and furthering the objects of the **institute**.

7.8.5 The **board** shall hold at least two meetings annually upon no less than 14 (fourteen) days written notice to the members of the **board** at such time and place as it may determine and failing any determination by the **board**, at such time and place as the **president** may determine. The **board** shall hold such additional meetings as may be called from time to time by the **president** or following receipt by the **president** of a written request from at least 3 (three) members of the **board**. Such meetings shall be convened in accordance with the provisions of this clause 7.8.5.

7.8.6 A special meeting of the **board** may in cases of urgency be called by order of the **president** or at least 3 (three) members of the **board** upon such terms of notice as is reasonable in the circumstances.

7.8.7 The **board** may take such other action and do such other things as may be required for the proper performance of its functions and duties in terms of this constitution.

7.9 **Election of the Honorary Office Bearers**

7.9.1 A **president**, vice-president, treasurer and deputy-treasurer shall be honorary office bearers who shall be **members** of the **institute** and shall be nominated and elected by the **members** of the **institute** as prescribed in the **by-laws**. The first **president** and treasurer to serve under the new constitution are to be elected by the **board**. The **president** and the vice-president shall not be members of the same **region**, and the treasurer and deputy treasurer shall not be members of the same **region**.

7.9.2 Honorary office bearers shall serve in their elected capacity for a period of two years.

7.9.3 The vice-president shall succeed the **president** to office and the deputy treasurer shall succeed the treasurer to office, unless the vice-president or deputy treasurer, as the case may be, chooses not to or is unable, for whatever reason, to assume such higher office, in which case the **board** shall elect the office bearer to fill the vacancy arising therefrom. As soon as possible after the end of the financial year of the institute in which such vacancy has been filled by the board, the members shall be called upon to consider and if deemed fit, confirm the appointment of the person appointed by the board

to fill such vacancy, or to elect an alternative person to such position.

7.9.4 Any or all of the honorary officer bearers may be suspended for cause at any meeting of the board by two-thirds majority vote (provided such office bearers have been afforded the opportunity to be heard.)

7.9.5 An honorary office bearer who has been suspended in terms of clause 7.9.4 may be removed by a resolution passed by the majority of members.

7.9.6 The members of the **board** shall be entitled to remove any office bearer without cause at any time at a meeting of the board by two-thirds majority vote.

8 Management Committee

8.1 The management committee will comprise the elected honorary office bearers for purposes of achieving the institute's objects.

8.2 The **board** may delegate to the management committee such of its duties and powers as the **board** may deem fit.

9 SAIA Practices

9.1 A **practice** shall be designated a SAIA practice should it qualify in terms of the definition outlined in the SAIA By-Laws.

9.2 In addition to the certificate of membership referred to in clause 6.4.5 an annual **SAIA practice** certificate will be issued to all **SAIA practices**.

9.3 The names of all **SAIA practices** shall be recorded in a **SAIA practice** register and practices will enjoy benefits as described in the **by-laws**.

9.4 A **SAIA practice** may use the designation: “SAIA Practice” or the description: “A registered Practice of the South African Institute of Architects” or the **SAIA** logo on any practice or marketing material, but not in the registered name of the **practice**.

9.5 A **SAIA practice** shall pay an annual levy as determined by the **board** and as prescribed in the **by-laws**.

9.6 A **SAIA practice** shall cease to be one when it ceases to qualify as a **practice** and under section 9.1.

10 Regions and Chapters

10.1 Regional organisations recognised by the **institute** are referred to as regions.

10.2 The following are the regions of the institute:

- Border-Kei (Eastern Cape Province)
- CIfA (Western Cape Province)
- Eastern Cape (Eastern Cape Province)
- Free State (Free State Province)
- GIfA (Gauteng Province)
- KZNIA (KwaZulu-Natal Province)
- Limpopo (Limpopo Province)
- Mpumalanga (Mpumalanga Province)
- North West (North West Province)
- Northern Cape (Northern Cape Province)
- PIA (Gauteng Province)

10.3 **Regions** shall be non-profit organisations, the objects and purposes of which shall be substantially the same as those of the **institute**, without excluding regional imperatives.

10.4 The relationship between the **institute** and its **regions** is governed by the principle that national issues are dealt with by the **institute** and regional issues by the **regions**.

10.5 Each **region** shall adopt a name which shall include the abbreviation “SAIA” and phrase “A region of the South African Institute of Architects” either as a prefix or suffix. The name shall be agreed with the **institute**.

10.6 The membership of a **region** shall comprise the **members** assigned to such **region** by the **institute**. Regions are entitled to admit non-assigned members and members of allied professions as affiliates of the region and students as student affiliates. Only **assigned members** will vote for the **region’s board** representative.

10.7 The jurisdiction of each **region** shall be confined to the territory assigned to it by the **institute**.

10.8 The **institute** shall refer provincial and local matters to **regions**, subject to clause 10.9. National matters will be dealt with by the **institute**. Notwithstanding, **regions** may request intervention at regional level from the **institute** and the **institute** may request a **region** to represent its interests at national level.

10.9 Where two or more **regions** exist within one province of South Africa, such **regions** shall endeavour to co-ordinate their interaction and representation at local and provincial levels and further common interests.

10.10 Every **region** shall adopt and maintain a constitution consistent with this constitution.

10.11 Any proposed amendment to a **region’s** constitution shall be submitted by the **region** to the **institute** prior to making such amendment, to verify that such amendment remains compatible with the constitution of the **institute.** Compatibility will be considered and determined by the **board** or, if referred to by the **board**, by a sub-committee or by **lawyers** appointed by the **institute**.

10.12 Should the management committee of any **region** fail to hold an annual election of officers, or otherwise grossly neglect its prescribed functions, the **president** of the **institute** may, after calling the attention of the executive committee to the delinquency, notify each **member** of the **region** and invite a reorganization of the **region**.

10.13 The **institute** may withdraw recognition of a **region** by a two-thirds majority vote of the **board**, whereupon the **region** shall cease to be a **region** of the **institute**, provided that the resolution to withdraw shall provide that the effective date of withdrawal shall be on the last day of the financial year in which the resolution is passed. Such withdrawal shall not be made until and unless the **region** has been offered an opportunity to be heard in the matter.

10.14 Similarly, a **region** may withdraw from the **institute** by a two-thirds vote of the **assigned members** of the **region** at a specifically and properly constituted meeting attended by at least twenty percent of the **assigned members** of the region, provided that the resolution to withdraw shall provide that the effective date of withdrawal shall be on the last day of the financial year in which the resolution is passed. Such withdrawal shall not be made until and unless the **institute** has been offered an opportunity to be heard in the matter.

10.15 Each region shall be entitled to recognise **chapters** within its **region**.

11 National Convention

11.1 The **institute** shall hold an annual national convention of all **members** for the purposes of:

11.1.1 Promoting the interaction of **members**;

11.1.2 Tabling financial statements and the **president's** report for adoption;

11.1.3 Tabling other reports;

11.1.4 Engaging in such other activities as may be required.

12 Amendments to the Constitution

12.1 All proposals for the amendment of this constitution shall be addressed in writing to the **chief executive officer** of the **institute**.

12.2 An amendment shall be proposed by a member of the **board**, or alternatively by a voting **member** in good standing and supported by not less than 30 (thirty) voting **members**.

12.3 The proposed amendment shall be submitted to voting **members** for decision by postal or electronic vote as described in the **by-laws**.

12.4 Any amendment must be approved by not less than a two-thirds majority of those **members** voting.

12.5 The duly approved amendment of the constitution shall be published in a manner to be determined by the **board**.

12.6 If this constitution has been approved of in terms of section 30B of the Income Tax Act, the **board** shall submit any subsequent amendment of the constitution to the Commissioner of the South African Revenue Services within 30 days of its amendment.

13 Amendments to By-Laws

13.1 The **board** shall be empowered at any meeting to amend the **by-laws**: Provided that:

13.1.1 Notice of the proposal to move an amendment of the **by-laws** be included in the notice convening the meeting of the **board**;

13.1.2 The amendments must be approved by a majority vote of the members of the **board** present at such meeting.

14 Amendments to the Code of Ethics

14.1 All proposals for the amendment of the **code of ethics** shall be addressed in writing to the **board**.

14.2 An amendment may be proposed by a member of the **board** or alternatively by a voting **member**, supported by not less than 20 (twenty) voting **members**.

14.3 The **board** shall be empowered at any meeting to amend the **code of ethics**: Provided that:

14.3.1 Notice of the proposal to move an amendment of the **code of ethics** be included in the notice convening the meeting of the **board**;

14.3.2 The amendments must be approved by a majority vote of the members of the **board** present at such meeting.

15 Conflicting Provisions

15.1 In the event of a conflict between the provisions of the constitution and any provisions of the **by-laws**, **code of ethics** or procedure of enquiries, the provisions of the constitution will prevail.

16 Indemnity

16.1 Every member of the **board** and any committee thereof and every office bearer, or **chief executive officer** of the **institute** shall be indemnified by the **institute** against all liabilities, costs, losses and expenses *bona fide* incurred by them in the discharge of their duties as such on behalf of the **institute.**

16.2 No member of the **board** or any committee thereof or any office bearer, or **chief executive officer** of the **institute** shall be liable for the acts, receipts, neglects or defaults of any other office bearer or employee **or chief executive officer** of the **institute.**

17 Amalgamation or winding up

17.1 The **institute** may be amalgamated with any similar institute by a resolution of the **board** submitted to the voting members for decision by postal or electronic vote. Provided that the **institute** may not be so amalgamated unless such vote is carried by a two-thirds majority of those **members** voting.

17.2 The **institute** may be wound up by a resolution of the **board** submitted to the voting **members** for decision by postal or electronic vote.

17.3 Subject to the provisions of clause 4.1, the provisions of the Companies Act of 1973 (Act 61 of 1973), as amended, shall, where applicable, govern the procedures applying to the winding-up of the **institute**.

17.4 Following the winding up or dissolution of the **institute,** all surplus assets remaining after the satisfaction of all liabilities shall be transferred to (1) another entity approved by the Commissioner of the South African Revenue Services in terms of section 30B of the Income Tax Act; or (2) a public benefit organisation approved in terms of section 30 of the Income Tax Act; or (3) an institution, board or body which is exempt from tax under section 10 (1) (*c*A) (i) of the Income Tax Act; or (4) the government of the Republic of South Africa in the national, provincial or local sphere.

18 Date of coming into operation

18.1 This constitution shall come into operation on 1 July 2015.