

**MEMORANDUM OF
INCORPORATION**

RuVASA

COMPANIES ACT, 71, 2008

MEMORANDUM OF INCORPORATION OF A NON-PROFIT COMPANY

Name of Company: **RUMINANT (Rural) VETERINARY ASSOCIATION OF SOUTH AFRICA**

NPC

Registration Number: **2005/032700/08**

This MOI was adopted in accordance with a proposal by the Board issued on
and adopted by a special resolution taken by the voting members at an Annual
General Meeting of the Association held on ... **Jan 2027**.

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1. INTERPRETATION

- 1.1 In the interpretation of this MOI, and unless contrary to or excluded by the subject or context:
- 1.2 Any word herein signifying:
 - 1.2.1 The singular shall include the plural and vice versa.
 - 1.2.2 The masculine shall include the feminine and the neutral.
- 1.3 Any word herein which is defined in the Act and is not defined in Clause 1.5 shall bear that statutory meaning in this MOI.
- 1.4 Any word, phrase, or sentence herein that is not defined in the Act or in Clause 1.5 shall bear its usual meaning.
- 1.5 Each term, power, or authority herein shall be given the widest possible interpretation.
- 1.6 Each of the following words and expressions herein shall have the meaning stated opposite it and, where applicable, shall include the word or expression stated opposite it:
 - 1.6.1 "The Act" shall mean the Companies Act, 71 of 2008, as amended from time to time.
 - 1.6.2 "The Association" means the Ruminant Veterinary Association of South Africa (RuVASA).
 - 1.6.3 "Board" shall mean the directors for the time being of the Association elected in terms of this MOI. "The Chairperson" shall mean the chairperson of the Board for the time being of the Association, elected in terms of Clause 25 of this MOI.
 - 1.6.4 "Casual vacancy" shall mean a vacancy on the Board because of resignation, disqualification, or death.
 - 1.6.5 "Chief executive officer (CEO)" shall mean the highest-ranking executive in RuVASA, appointed by the Board, whose primary responsibilities include making major corporate decisions, driving the workforce and resources of RuVASA toward strategic goals, and acting as the main point of communication between the board of directors and corporate operations. The CEO reports to the Board of Directors, of which he/she also serves as an elected director.
 - 1.6.6 "Companies Act" shall mean the Companies Act No. 71 of 2008, as amended from time to time.
 - 1.6.7 "Committees and Working groups" can be formed by the board of directors as they deem appropriate (see section 33.6)
 - 1.6.8 "Council" or "The council" means the SA Veterinary Council.
 - 1.6.9 "CPD" shall mean the Continuing Professional Development policy of the Association and the Council.
 - 1.6.10 "Directors" shall mean the directors of the Association for the time being elected in terms of clause 25 of this MOI.
 - 1.6.11 "Electronic communication" means the effective exchange of information at a distance via technological means, which may include, but are not restricted to, virtual meetings.
 - 1.6.12 "Electronic storage" means any storage of electronic data on a computer, computer network, or computer system, regardless of whether the data is subject to recall, further manipulation, deletion, or transmission, and includes any storage or electronic communication by an electronic communications service or

- a remote computing service, as well as temporary intermediate storage of electronic data or information incidental to the electronic transmission of electronic data or communication.
- 1.6.13 "Cloud storage" means a model of computer data storage in which the digital data is stored in logical pools, said to be on "the cloud".
- 1.6.14 "Executive Director" means a director appointed by the Board of Directors to be involved in the day-to-day operations of the Association.
- 1.6.15 "The Federal Council" shall mean the Members of the Federal Council of SAVA for the time being, hereby constituted.
- 1.6.16 "General meeting" shall mean any general meeting of the Association or any adjournment thereof, including an annual general meeting convened in terms of Clause 14 of this MOI.
- 1.6.17 "Group, working group, and/or special interest group" refers to subgroups that are formed by the board of directors (BoD) of RuVASA and report directly to the BoD. (See 1.6.7. above).
- 1.6.18 "Group Committee" shall mean the committee formed by a group of the association to manage the affairs of that group.
- 1.6.19 "Income Tax Act" means the Income Tax Act No. 58 of 1962, which may be amended from time to time.
- 1.6.20 "Managing Director" shall mean the director appointed by the Board to also act as the executive manager of the office and the affairs of the Association.
- 1.6.21 "Member" shall mean any of the members of the Association referred to in Clause 7 of Part B of this MOI.
- 1.6.22 "Member in good standing" means a person who is not in breach of the Memorandum of Incorporation.
- 1.6.23 "MOI" shall mean the Memorandum of Incorporation of the Association for the time being in force, as contained in this document.
- 1.6.24 "Person" shall include any natural person, Association or body corporate, a statutory body, a partnership or an association of persons or separate legal entity.
- 1.6.25 "President of SAVA" shall mean the Chairman of the Board of Directors and Chairman of Federal Council, as well as Chairman of the Executive Committee of the Board of Directors, elected as per clause 23 of their MOI. (and shall include the person who presides at a meeting of the Board of Directors or at a Meeting of the Federal Council or of the Executive Committee in place of the President).
- 1.6.26 "SAVA" shall mean the South African Veterinary Association.
- 1.6.27 "Sign" shall include the reproduction of a signature by lithography, printing with an India-rubber stamp, or any other mechanical or electronic process, including partly the one and partly the other process, and "signature" has the corresponding meaning.
- 1.6.28 "The office" shall mean the registered office for the time being of SAVA.
- 1.6.29 "The Republic" shall mean the Republic of South Africa.
- 1.6.30 "Veterinary Act" shall mean the Veterinary and Para-Veterinary Professions Act No. 19 of 1982, which may be amended from time to time.
- 1.6.31 "Vice Chairman" shall mean the vice chairperson of the Board for the time being of the Association elected in terms of Clause 24.1.6 and who automatically becomes Chairman when the tenure of the Chairman ends.

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- 1.6.32 “Virtual meeting” means real-time interactions that take place over the internet using integrated audio and video, chat tools, and application sharing.
- 1.6.33 “Writing” shall include printing, typewriting, lithography, or any other mechanical or electronic process, or partly one and partly the other.

PART A: INTRODUCTION

2. NON-PROFIT COMPANY

The Association is incorporated as a Non-Profit Company, as defined in the Act.

3. PURPOSE AND OBJECTIVES OF THE ASSOCIATION

3.1 PURPOSE: DESCRIBING THE MAIN BUSINESS

The main business of the Association is to adopt a leadership and guidance role for veterinarians working in rural areas, as well as on veterinary issues relating to livestock practice, with a particular emphasis on health and production aspects of ruminant populations. Also, to ensure that animal welfare, food security, and food safety aspects are maintained throughout the production chain. RuVASA must also support related enterprises and systems wherein owners of production animals derive benefit.

3.2 MAIN OBJECTIVES The main objectives of the Association are:

- 3.2.1 To promote the image of, as well as the work that veterinarians do, especially those working with production animals and wildlife in rural areas (country vets) by:
 - 3.2.1.1 Promoting cost-effective health and production amongst livestock.
 - 3.2.1.2 Attending to animal welfare, especially that of production animals.
 - 3.2.1.3 Seeing to the prudent and judicious use of antibiotics, drugs, and stock remedies.
 - 3.2.1.4 Aiding in BIOSECURITY and BIOSAFETY aspects affecting food production.
 - 3.2.1.5 Managing food safety and food quality – from farm to fridge and fork.
 - 3.2.1.6 To support the vision, mission, and objectives of RuVASA.
- 3.2.2 To take the lead in supporting the ONE HEALTH concept amongst veterinarians, farmers, stakeholders in the food chain, and the public.
- 3.2.3 To provide quality continuous professional development (CPD) to RuVASA members and other veterinarians, industry partners, and their respective customers.
- 3.2.4 To constantly improve relationships between private and state veterinarians.
- 3.2.5 To welcome and make newcomers to rural practice feel at home in this association by actively reaching out to veterinary students with an interest in production animals, by mentoring CCS colleagues who are placed out in rural areas, and by reaching out to and helping foreign colleagues who are doing their “board exams” and are practicing legally in S.A.

3.2.6 To foster collaboration between rural veterinarians and relevant producer organisations.

3.2.7 To this end, the intent of the RuVASA is:

3.2.7.1 To operate as an independent and autonomous entity but to work in close collaboration with the SAVA in the interests of veterinarians involved with production animals, including ruminants, as well as related industries, as stipulated in Clause 38 of this MOI (Page 41).

3.2.7.2 To promote the image of the veterinarian to the farmer, to producers of animals and animal products, as well as to consumers and users of animal products, as a professional employed in all aspects of health and production in the industry.

3.2.7.3 To liaise with all parties concerned with the production of livestock and to promote closer cooperation between these parties.

3.2.7.4 To act as the unified voice for the rural veterinarian.

3.2.7.5 To promote continuing education and research in the field of animal health and production.

3.2.7.6 To equip veterinarians working in rural areas to become leaders in the socio-economic aspects of the communities in which they work.

3.2.7.7 To liaise and work with similar groups internationally.

4. POWERS AND CAPACITY OF THE ASSOCIATION

4.1 The association shall have all the legal powers and capacity of an individual, except to the extent that a juristic person is incapable of exercising such power, except in so far as they are limited as set out in paragraphs (4.1) to (4.7) below.

4.2 The association shall be entitled to form and to have an interest in any companies or associations only having the same or similar objectives to the association for the purpose of acquiring the undertaking of all or any of the assets or liabilities of that association or companies or associations or for any other purpose which may seem, directly or indirectly, calculated to benefit the association, and to transfer to any such association or companies or associations the undertaking of all **or** any assets or liabilities of the association.

4.3 The association shall be entitled to amalgamate with other companies only insofar as they have the same or similar objects to the association.

4.4 The association shall only be entitled to take part in the management, supervision, and control of business or operations of any other association or business having the same or similar objectives as the Association and to enter partnerships having the same or similar objectives as the association.

- 4.5 The association shall be entitled to make donations to organisations having the same or similar objects to those of the association.
- 4.6 The association shall be entitled to pay gratuities to directors, officers, and employees and to establish a pension scheme and medical aid scheme in respect of its directors, officers, and employees, so far as the same is not contrary to any law of the Republic of South Africa.
- 4.7 The association shall not be entitled to distribute any of its assets among its members.
- 4.8 The Association shall be entitled to bind members to contribute by way of entrance fees, membership fees, re-entrance fees, and levies towards the funds of the association and to enforce payment of, and to collect and receive from members such entrance fees, membership fees, contributions, re-entrance fees, and levies.
- 4.9 The association shall be entitled to enforce compliance with its Memorandum of Incorporation and any other provisions in such manner as it may deem fit by imposing punitive action in the form of expulsion and/or suspension.
- 4.10 Notwithstanding the omission from this MOI of any provision to that effect, the Association may do anything which the Act empowers an Association to do, if so authorized by its MOI.
- 4.11 The name of the Association may be changed to any other name as may be passed by special resolution at a General Meeting of the Association.

5 CONDITIONS

- 5.1 The association shall not, directly, or indirectly, or otherwise, pay any portion of its income or transfer any of its assets, regardless of how the income or asset was derived, to any person who is or was an incorporator of the Association, or who is a member or Director, or person appointing a Director, of the association, except as:
 - 5.1.1 remuneration for goods delivered or services rendered to, or at the direction of, the association; or
 - 5.1.2 payment of, or reimbursement for, expenses incurred to advance a stated object of the Association; or
 - 5.1.3 as a payment of an amount due and payable by the association in terms of a *bona fide* agreement between the association and that person or another; or
 - 5.1.4 as a payment in respect of any rights of that person, to the extent that such rights are administered by the association to advance a stated objective of the association; or
 - 5.1.5 payment of any legal obligation binding on the Association.
- 5.2 The association shall utilise substantially the whole of its funds for the objectives for which it has been established.

- 5.3 The association may not, directly or indirectly, distribute any of its funds or assets to any person other than in the furtherance of its objectives.
- 5.4 The Association shall ensure that substantially the whole of its activities is directed to the furtherance of its principal objects and not for the specific benefit of an individual member or any minority group.
- 5.5 The Association shall not be entitled to distribute in specie or in kind any of its assets among its members.

6 MEMORANDUM OF INCORPORATION AND ASSOCIATION POLICIES

- 6.1 This MOI does not restrict, limit, or qualify the power of the Board to make, amend or repeal any necessary or incidental rules to be stated in the forming of policies and procedures relating to the governance of the association in respect of matters that are not addressed in the Companies Act or this MOI, in accordance with the provisions of sections 15(3) to 15(5) of the Companies Act.
- 6.2 If the Board makes rules or institutes any policies, it must file a copy of those rules and policies in the manner prescribed in the Companies Act and must publish them by sending a copy of those rules and/or policies electronically or otherwise to each member and/or by publishing them on the association's website.
- 6.3 If the Board, or any individual authorised by the Board, alters this MOI or any rules made by it in any manner necessary to correct a patent error in spelling, punctuation, reference, grammar or similar defect on the face of the document, it must publish a notice of such alteration by sending a copy of the altered rules or MOI, as the case may be, electronically or by other means to each member and by publishing them on the Association's website or equivalent, and must file a notice of alteration in the manner prescribed by the Companies Act.
- 6.4 Correcting errors substantiated as such from objective evidence or errors which are self-evident in the MOI (including spelling, punctuation, reference, grammar, or similar defects), which the Board is empowered to do, as well as all other amendments of the MOI shall be saved and affected in accordance with section 16(1) of the Companies Act.

PART B: MEMBERSHIP

7 RuVASA MEMBERSHIP CATEGORIES

The members of the Association shall consist of voting and non-voting members:

7.1 VOTING MEMBERS

7.1.1 Ordinary Members

7.1.1.1 You are a registered veterinarian

7.1.1.2 You are residing and working in South Africa, Namibia and/or Botswana

7.1.1.3 You are not over the age of 65.

7.1.2 CCS Veterinarians and Junior Members

7.1.2.1 You are a registered veterinarian

7.1.2.2 You are employed as a Compulsory Community Services Veterinarian

7.1.2.3 You are in the first two years after qualifying as a veterinarian

7.1.3 Non-Practicing Veterinarians

7.1.3.1 You are a registered veterinarian, but have temporarily stopped practicing, or are no longer practicing as a veterinarian

7.1.3.2 You were a registered veterinarian but have since retired

7.1.4 Reduced Fee Members

7.1.4.1 You are a CCS Vet or in the first two years of RuVASA membership

7.1.4.2 You belong to a multi-vet practice

7.1.4.3 You are a registered veterinarian over the age of 65 years

7.1.4.4 You also belong to another SAVA Group (Wildlife, Pig, or Equine Group)

7.1.4.5 You were granted reduced fee membership by the RuVASA Board of Directors

7.1.5 Honorary Life Members

7.2 NON-VOTING MEMBERS

7.2.1 Non-Practicing Veterinarians (who do not pay membership fees)

7.2.1.1 You are a registered veterinarian, but have temporarily stopped practicing, or are no longer practicing

7.2.1.2 You were a registered veterinarian but have since retired

7.2.2 Cadet or Student Members

7.2.2.1 You are a pre-graduate veterinary student (Proof thereof required)

7.2.3 Honorary Associate Members

7.2.4 Affiliate Members

7.2.5 Corporate Members

All membership categories are explained in detail further down.

8. MEMBERSHIP QUALIFICATION

- 8.1** Whether or not a person may become a member of the Association is within the sole and absolute discretion of the Board of Directors and their decision shall be final and binding.
- 8.2** Every candidate shall satisfy the criteria contained in these clauses as to the qualification of candidates for particular classes of Membership, and, in addition, before being elected to Membership of any class, the Board of Directors shall satisfy itself that the candidate is of good character and repute, of adequate educational attainments and by reason of his profession or intended profession or of the office which he holds, or of the services rendered to the profession, is in all respects a fit and proper person to be admitted to Membership.
- 8.3** Such persons as shall have been duly and regularly admitted to membership and remain members at the date of adoption of these clauses and such persons as shall be admitted hereafter in accordance with the clauses and none other, shall be members of the Association and shall remain or be entered in the Register of Members accordingly, as the case may require.
- 8.4** Only voting members in good standing are eligible for nomination and election for any office or committee membership within the Association at the time of nomination or election.
- 8.5** Only voting members in good standing are entitled to nominate or elect office bearers or committee members of the Association at the time of nomination or election.

8.6 Restricted Corporate membership is discussed further down in this document in clause 10.5.

9. NUMBER AND APPLICATION OF MEMBERSHIP

9.1 There is no limitation on the number of members of the Association.

9.2 Application for membership is subject to approval by the Board of Directors in accordance with the Rules (Policies and Procedures) of RuVASA.

9.3 The Board of Directors shall be entitled to refuse any application without explanation.

9.4 Should an application for membership be rejected by the Board, the applicant may appeal to the Central Committee to review the decision of the Board. The decision taken by the Central Committee shall be final.

9.5 Applications for membership shall be in writing on a form prescribed by the Board of Directors and shall contain such particulars as shall be required. The form shall be signed by the applicant and can be sent back by electronic means or via digital media like WhatsApp or email.

9.5.1 Unless otherwise stated, all applications for RuVASA membership shall be supported by a proposer who shall be a voting member of RuVASA in good standing at the time of application.

9.5.2 Such an application form shall incorporate:

9.5.3 An acceptance of the Association's code of conduct and adherence to the RuVASA MOI by the applicant. The signature of the candidate to the application form for membership shall be deemed an acknowledgement that he or she will, if elected, be bound by the Memorandum of Incorporation.

9.5.4 It is not a requirement to be a member of SAVA to become a member of RuVASA, but as we work in close collaboration and when a RuVASA member is asked to represent RuVASA on a SAVA committee, dual membership becomes a requirement. Confirmation of Membership of the SAVA (where applicable) is therefore needed.

9.6 CCS Vet and Junior Membership applications follow the same guidelines as described above.

- 9.7** At any General Meeting of the Association, on the recommendation of the Board of Directors or the Central Committee, any veterinarian may be elected an Honorary Life Member, or any person may be elected an Honorary Associate Member of the Association in accordance with the criteria of such membership categories and in accordance with the procedures as stated in this MOI or within the SAVA Policies and Procedures manual.
- 9.8** Applications for Cadet Membership shall be made in writing on a form prescribed by the Board of Directors and must include the student's registration number. This application shall be signed by the applicant and the Dean (or his representative) of the relevant SAVC-approved teaching institution, or by the chairman of the Students' Production Animal Group, which confirms that the applicant is a registered undergraduate student at the faculty and serves as the Proposer for the purposes of the application. No Secunder is required.
- 9.9** Preference is given to 5th and final year students, although any student from their second to their fifth years of study with a special interest in large animals and who is likely to end up in production animal practice may apply for cadet membership. Such applications must be accompanied by a motivation letter.
- 9.10** Any Member may withdraw from the Association by giving notice in writing of his intention to do so, and, upon expiration of such notice, he shall remain liable for payment of arrears of subscription or other money (if any) due to the Association upon his ceasing to be a Member.
- 9.11** Membership shall commence upon:
- 9.11.1 Written confirmation of approval by the Association's Board of Directors
 - 9.11.2 Payment of the annual membership fees in such manner as prescribed by the Association from time to time
 - 9.11.3 The Association shall maintain a register of members of the Association

10. EXPLANATION OF MEMBERSHIP CATEGORIES

10.1 VOTING MEMBERS

10.1.1 Ordinary Members

- 10.1.1.1 Ordinary Members shall comprise every veterinarian who, at the date of adoption of these clauses, is on the Register as an Ordinary Member of the Association;

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and every veterinarian thereafter accepted or to be accepted into the class of Ordinary Members.

10.1.1.2 Every candidate eligible as an Ordinary Member shall be registered with the SA Veterinary Council.

10.1.1.3 Ordinary Members of the Association may be or may not be members of the SAVA.

10.1.2 **CCS Veterinarians and Junior Members**

10.1.2.1 Junior membership will be granted to new graduates for the first two years after registration as a veterinarian. Junior Members will have all the rights and privileges of an Ordinary Member.

10.1.3 **Non-Practicing Members**

10.1.3.1 Non-practicing membership is granted to any veterinarian who, for any reason, does not practice veterinary medicine or who is not actively involved in veterinary science, or to those who are employed in capacities other than that of a veterinarian. Such members may include, but are not restricted to, veterinarians who practice outside the Republic, and veterinarians who have retired from active practice.

10.1.3.2 Non-practicing members shall contribute to the funds of the Association in accordance with membership fees as determined by the Board.

10.1.3.3 Non-practicing veterinarians can be voting members if they pay membership fees, or non-voting members if they do not contribute to membership.

10.1.4 **Reduced Fee Members (RFM)**

10.1.4.1 Discounted membership fees are determined and invoiced by the management committee of the Board of Directors, which includes the CEO and/or a member of the Board.

10.1.4.2 Junior Members are CCS-vets or veterinarians in the first two years of RuVASA membership and will pay 50% of the full membership fee for the first and second years after graduation.

10.1.4.3 RFMs include members belonging to a multi-vet practice.

10.1.4.4 Registered veterinarians over the age of 65 years fall into this category.

10.1.4.5 Members also belonging to a SAVA special interest group (e.g., Pig Vet Society, Wildlife Veterinary Group, or SAEVA)

10.1.4.6 Any veterinarian who cannot pay full membership may apply to the Board of Directors for RFM. Members who are approved in this manner will be notified of the outcome of the Board of Directors' decision and will be admitted as a "Reduced Fee Member" if approved and after payment of the agreed-upon fee.

10.1.5 **Honorary Life Members**

10.1.5.1 Any member of RuVASA who has given long and valuable support or outstanding service to the Association may be awarded Honorary Life Membership at an Annual General Meeting of the Association.

10.1.5.2 Honorary Life Members are nominated by the Board of Directors or the Central Committee for ratification by RuVASA members at an Annual General Meeting. Honorary Life Members do not pay annual subscription fees but receive full benefits.

10.2 **NON-VOTING MEMBERS**

10.2.1 **Non-Practicing Members**

10.2.1.1 See clause 10.1.3 above.

10.2.1.2 Non-practicing veterinarians can be voting members if they pay membership fees, or non-voting members if they do not contribute to membership.

10.2.2 **Cadet Members**

10.2.2.1 Cadet Members shall comprise those persons who, at the time of adoption of these clauses, are on the Register as Cadet Members of the Association, and every person thereafter elected as such.

10.2.2.2 Before election of a candidate as a Cadet Member, the Board of Directors shall be satisfied that he or she is a registered undergraduate student in the Faculty of Veterinary Science at an approved University. A student registration number plus a recommendation by the production animal group of such institution is required.

10.2.2.3 Fifth and final year students are prioritized. Exceptions in lower or junior years of study are allowed to become Cadet Members. Refer to clause 9.8 above.

10.2.2.4 A Cadet Member shall cease to be a Cadet Member on being elected a Junior or Ordinary Member, or when ceasing to be a registered undergraduate student in the Faculty of Veterinary Science at an approved University.

10.2.2.5 Cadet Members shall enjoy such privileges as the Board of Directors may from time to time determine; provided that a Cadet Member shall not be entitled to receive notice or vote at Meetings of the Association, or to be elected to the Board of Directors, or to nominate candidates for election to the Board of Directors, or to take part in the management of the affairs of the Association (with the exception of meetings of Cadet Members arranged by or on behalf of the Association for the purposes of study).

10.2.2.6 The nominated representatives of the Cadet Members (or alternates) may be invited to attend and receive notice of meetings of the Central Committee of the Association in an observer capacity only.

10.2.3 **Honorary Associate Members**

10.2.3.1 Honorary Associate Members shall comprise those persons who, at the time of adoption of these clauses, are on the Register as Honorary Associate Members of the Association, and every person thereafter elected as such.

10.2.3.2 All candidates for Honorary Associate Membership shall be nominated by at least three Members of the Central Council, whose recommendation, if confirmed by the Board of Directors, will be put forward to the Association in General Meeting for ratification.

10.2.3.3 Honorary Associate Membership may be accorded to such persons who are not veterinarians and who have rendered exceptional service within the field of ruminant veterinary science and/or to the Association.

10.2.3.4 Honorary Associate Members shall be entitled to the same privileges of Membership as Ordinary Members, except the right to vote at Meetings of the Association and the right to nominate persons for admission as Members of the Association. They shall, however, be entitled to receive notice of and to attend and to speak at such Meetings.

10.2.3.5 Honorary Associate Members shall not be required to contribute to the funds of the Association.

10.2.4 **Affiliate Members**

10.2.4.1 Non-veterinarians, whether residing in the Republic or abroad, may apply to the Central Committee for Affiliate Membership of the Association.

10.2.4.2 Such Affiliate Members shall be entitled to participate in all scientific deliberations of the Group but shall not be entitled to participate in any matters of specific RuVASA business, such as general meetings, nor enjoy any other privileges of Membership, such as the right to vote.

10.2.4.3 A SAVA member who has resigned from the SAVA or whose membership has been terminated by the SAVA may apply to the RuVASA Board for Affiliate Membership.

10.2.5 **Corporate Membership**

10.2.5.1 Corporate Members are invited to participate in RuVASA matters in an advisory capacity during an annual advisory council meeting, as well as with constructive inputs from time to time during the year.

10.2.5.2 This platform was created to exchange ideas, share insights, and help shape key agendas, themes, and discussion topics within the production animal industry.

10.2.5.3 This annual forum provides members with a valuable opportunity to share their expertise, express their perspectives, and engage directly with RuVASA on matters that impact the sector's growth and sustainability.

10.2.5.4 Individual MOUs will be negotiated according to sponsorships given and will include website connection and exposure, posts on RuVASA's social platforms, exposure in the *Review* ("Oorsig") magazine, the monthly newsletter, and priority access to invitation-only RuVASA events.

10.2.5.5 Details on how this is managed are found in RuVASA's Handbook of Policies and Procedures. The level of involvement will be discussed and determined individually according to the mutual benefit to each stakeholder.

10.2.5.6 Corporate Members do not have the right to attend official RuVASA meetings unless specifically invited by the Board of Directors, in which case they do not have the right to vote.

10.2.5.7 Membership is renewed annually.

11. RIGHTS AND PRIVILEGES OF MEMBERS OF THE ASSOCIATION

11.1 Every member shall have the right to:

- 11.1.1 Display his or her membership to the public subject to the rules governing advertising by the Council.
- 11.1.2 Display any symbols, logos, or other distinctive marks of the Association on stationery and/or display signs in connection with the member's practice.
- 11.1.3 Attend any meeting of the Association other than the meetings of the Board, the Central Committee, and the Disciplinary Committee (Ref 33.7.6), unless invited thereto.
- 11.1.4 Request any information or communication held by the Board in writing, other than information which the Board may or must refuse to grant access to in terms of applicable legislation, or which is considered not to be in the best interest of the Association or the profession to be made public at that time.
- 11.1.5 Utilise the facilities of and services offered by the Association.
- 11.1.6 Receive official publications or materials of the Association on payment of the purchase price to be determined by the Board, where and if applicable.
- 11.1.7 Nominate new members.
- 11.1.8 Propose items on an agenda in accordance with the Policies and Procedures of RuVASA.
- 11.1.9 Nominate members of the Central Committee via RuVASA regional structures.
- 11.1.10 Vote at any general meeting of the Association.

12. MEMBERSHIP FEES

12.1 Annual membership fees, to be determined by the Board, shall be paid to the Association by each member against the production of a valid tax invoice by the Association.

- 12.2 Such annual subscriptions shall be payable by all Ordinary Members, Junior Members, and Non-Practicing Members not later than 31 March of that year, unless special payment options are approved by the Board of Directors.
- 12.3 The Board may determine rebates and discounts for, inter alia, early payment, it being recorded that such membership fees may vary depending on the category of membership.
- 12.4 Such discounts may also be granted on motivation from members based on personal circumstances for a period of no longer than one year, with the option of review.
- 12.5 The Board may propose levies, and such levies shall become binding on the Ordinary, Junior, and Non-Practicing Members if approved by the members in a general meeting.
- 12.6 New members pay their membership fee on a *pro rata* basis according to the month in which they join. They will be invoiced as such by the secretary or treasurer of RuVASA.
- 12.7 Undergraduate veterinary students in South Africa will be offered free Cadet Membership.
- 12.8 If a member defaults in the payment of any subscription for more than one month after notice of the amount payable by him, his privileges of membership may thereafter *ipso facto* be suspended until such payment is made.

13. **TERMINATION OF MEMBERSHIP**

- 13.1 A member shall *ipso facto* cease to be a member of the Association if he is suspended or expelled as a member by the Board of Directors.
- 13.2 If by notice in writing to the Association, he resigns as a member.
- 13.3 The Directors shall have the power, in their sole and absolute discretion, to terminate a member's membership if:
- 13.4 The member is guilty of conduct detrimental to the interests and/or objects of the Association.
- 13.5 The member has contravened the code of conduct of the Association through its actions, omissions or in any other way.
- 13.6 It is detrimental to the interests of the Association that the member should continue to be a member of the Association.

- 13.7 The member, after written notice by the Association, fails to pay the prescribed membership fees of RuVASA that may be due and payable within a reasonable time of such notice or as stated within this MOI.
- 13.8 A RuVASA member, who is also a SAVA member, who is no longer a SAVA member in good standing or whose membership has been terminated by the SAVA Board for whatever reason.
- 13.9 The Directors shall furnish their reasons for terminating a member's membership to that member in writing.
- 13.10 A member whose membership has been terminated shall remain liable for all sums that may, at the date of termination of his membership, be due by him to the Association and/or RuVASA and shall not be entitled to any refund of any monies already paid nor have any claim against the Association.

PART C: GENERAL MEETINGS

14. GENERAL MEETINGS

- 14.1. The Association, at such times as prescribed by the Companies Act and in accordance with this MOI, shall hold general meetings of members to be known and described in the notices calling such meetings as Annual General Meetings.
- 14.2. The Board of Directors may, whenever they deem it necessary, convene a general meeting to be known as a Special General Meeting, and an extraordinary general meeting shall also be convened on a request by at least ten members of the Association having at the date of the lodgement of the request, a right to vote at general meetings.
- 14.3. If at any time there shall not be within the Republic sufficient directors capable of acting to form a quorum, any director or any 2 (two) members of the Association may
- 14.4. convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.
- 14.5. The Board may resolve to hold remote or virtual general meetings, if deemed appropriate or necessary in accordance with the **RuVASA MOI and Rules**.
- 14.6. Such virtual meetings must provide all members in attendance an opportunity to participate and be heard.

- 14.7.** Every meeting of members shall, unless otherwise resolved by the Board, be held in person and/or virtually in the city, town, or at the venue where the annual RuVASA congress is held.

15. FREQUENCY

- 15.1.** The Association shall, in each year, hold an annual general meeting within 6 (six) months after the end of the Association's financial year, unless the Board of Directors indicates that the Annual General Meeting must be held in conjunction with a congress hosted by the Association to maximise the attendance at the Annual General Meeting
- 15.2.** In the event of the Board of Directors deciding to host the Annual General Meeting with the congress, Members must be informed prior to 30 June of that year of the intention
- 15.3.** The Directors shall have the power to convene other general meetings of the Association at such time and place as the Board may determine.

16 NOTICE OF GENERAL MEETINGS

- 16.1.** Notice of every General Meeting shall be given in any manner herein before authorised to every Member other than a Cadet Member.
- 16.2.** Subject to the provisions of the Act:
- 16.2.1.** Not less than 15 (fifteen) clear business days' notice in writing of an annual general meeting or of a general meeting at which a resolution is to be proposed, shall be given to all members.
- 16.2.2.** Not less than 10 (ten) clear business days' notice in writing of any other general meeting shall be given to all members.
- 16.2.3.** Any item or items proposed by a voting member of the RuVASA to be included within the agenda of any general meeting of members shall be in writing, to be received by the Board at least 14 (fourteen) days prior to the stipulated timeline for notice to be given to members for an annual general meeting or special general meeting as stated in this MOI. Therefore:
- 16.2.4.** A proposed item from a voting member to be included in the agenda for an annual general meeting shall reach the Board not less than 29 (twenty-nine) days prior to the AGM.

16.2.5. A proposed item from a voting to be included in the agenda for a special general meeting shall reach the Board not less than 24 (twenty-four) days prior to the special general meeting.

16.2.6. The notice of a general meeting shall state -

16.2.6.1. The format, place, day and hour of that meeting; and

16.2.6.2. The matters which will be considered at such meeting.

16.2.6.3. Whether the meeting will also be held virtually

16.3. A meeting of the Association shall, notwithstanding the fact that it is called by shorter notice than that specified in this MOI, be deemed to have been duly called if it is so agreed by a majority in number of the members having a right to attend and vote at the meeting, being a majority holding a total voting rights of all the members.

16.4. The inadvertent omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice, shall not invalidate the proceedings at that meeting.

16.5. It is the responsibility of the CEO and his/her management team to see that the above-mentioned procedures are executed.

17 PROCEEDINGS AT GENERAL MEETINGS

17.1. The annual general meeting shall deal with and dispose of all matters prescribed by the Act, including the consideration of the annual audited financial statements and the appointment of an auditor and may deal with any other business laid before it.

17.2. Subject to the provisions of the Companies Act, no business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

17.3. Save as herein otherwise provided, a quorum at any general meeting shall be 2 (two) directors plus 10 (ten) members entitled to vote and who are present in person at the commencement and throughout the meeting.

17.4. If within fifteen minutes after the time appointed for the meeting a quorum is not present, the meeting will adjourn, and should there not be a quorum within a further half an hour, the members present, entitled to vote, will form the quorum

- 17.5.** The Chairman of the Board of Directors shall preside as chairman at every general meeting of the Association.
- 17.6.** If there is no Chairman or Vice-Chairman, or if at any General Meeting neither of them is present within fifteen minutes after the time appointed for holding of the Meeting, the Members present shall choose someone of their number to preside at the Meeting.
- 17.7.** The Chairman (or other Member presiding) may, with the consent of the Meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

18 VOTES OF MEMBERS AT GENERAL MEETINGS

- 18.1.** At a Meeting of the Association, every Member entitled to vote shall have one vote, whether on a show of hands, electronic voting, or upon a proxy:
- 18.2.** A proxy shall be permitted but shall only vote on a poll and a proxy may, subject to any other limitations contained in these clauses, demand a poll.
- 18.3.** Notice of proxy must be at the Association offices at least 48 hours before the Meeting.
- 18.4.** At any meeting of members, a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before the declaration of the result of the show of hands) demanded by:
- 18.5.** The chairperson of the meeting; or
- 18.6.** By at least 5 (five) members present in person or by a proxy having the right to vote at the meeting.
- 18.6.1. Any demand for a poll may be withdrawn.
- 18.6.2. The poll shall be taken in such a manner as the chairperson of the meeting directs, and the results of the poll shall be deemed to be the decision of the meeting. Members present by means of hybrid technology are to be included in any poll.
- 18.6.3. Where a poll is not demanded a declaration by the chairperson of the meeting that a resolution has been passed as well as a making of an entry to that effect in the book containing the minutes of the proceedings of general meetings, shall be

conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution, that the resolution was so passed

18.6.4. In the case of an equality of votes, the chairperson of the meeting shall have a second or casting vote.

18.6.5. Only members present at the meeting, whether physically or virtually, will be allowed to vote. However, proxy votes may only be presented by Members physically present at the meeting.

19 PROXIES

19.1 The instrument appointing a proxy shall be in writing and signed by the appointer or by his agent duly authorised in writing.

19.2 Any proxy needs to be a member of the Association in good standing.

19.3 No member shall be entitled to hold more than 3 (three) proxies at any meeting of the Association.

19.4 The instrument appointing a proxy to vote at a meeting of the Association shall be deemed also to confer authority to demand or join in demanding a poll, and for the purposes of Section 198(1) of the Companies Act, a demand by a proxy shall be the same as a demand by a member.

19.5 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarial certified copy of such power or authority, shall be deposited at the office not less than 48 (forty-eight) hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default of complying herewith, the instrument of proxy shall not be treated as valid.

19.6 No instrument appointing a proxy shall be valid after the expiration of 6 (six) months from the date when it was signed, unless so specifically stated in the proxy itself and no proxy shall be used at an adjourned meeting which could not have been used at the original meeting.

19.7 The instrument appointing a proxy shall, subject to the provisions of Section 189 of the Act, be in the form or as near thereto as circumstances permit, as per **Annexure A**.

20 VIRTUAL AND HYBRID MEETINGS

- 20.1** Any member may opt to attend the Annual General meeting or Special General meeting virtually, if the facility for a virtual meeting is available.
- 20.2** Members must confirm attendance to the virtual platform 7 days in advance, during which time the Association will verify that the member is in good standing
- 20.3** The Association will inform the Member of their status, and if in good standing, will send the link to the hybrid platform to the Member
- 20.4** At the commencement of the meeting, the Association will confirm the attendance of Members and record such members as being present.
- 20.5** The Association is not responsible for any potential connectivity failures of individual Members
- 20.6** In the event of a connectivity failure at the official meeting place, the meeting will not continue until such time as the connectivity has been resolved. If, for whatever reason, connectivity is not restored within 1 hour, the meeting will adjourn, and notice of the
- 20.7** continuance of the meeting will be sent to all attendees, whether present physically or virtually.
- 20.8** Such a continued meeting will take place virtually within 2 weeks of the original Annual General Meeting or Special General Meeting.
- 20.9** Members who were present physically will be sent the appropriate links for the continued meeting.
- 20.10** All Members of the Association, whether present at the original meeting or not, will be allowed to attend the continued meeting, with the following provision:
- 20.10.1 All matters that were finalised at the original meeting, including matters that were voted upon, will be considered finalised.
- 20.10.2 The electoral officer will confirm the total number of votes, inclusive of members physically present, proxies, and electronic votes.

21 RESOLUTION PASSED BY SIGNATURE OF ALL MEMBERS

- 21.1** Subject to the provisions of the Companies Act, an ordinary resolution in writing signed by all members of the Association entitled to attend and vote at a general meeting

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shall be as valid and effective as if it had been passed at a general meeting properly held on the date on which the last signature is affixed.

- 21.2** Such resolution may consist of several documents in the same form, each of which is signed in terms of this clause, by one or more members and shall be deemed (unless a statement to the contrary is made on that resolution) to have been passed on the date on which it was signed by the last member doing so.

22 RECORDS OF GENERAL MEETINGS

- 22.1** The Board shall cause a record to be made of the proceedings at every general meeting, including all resolutions passed at such meetings, and shall cause such record and all resolutions passed to be **electronically stored or stored in the cloud** for that purpose.
- 22.2** Any copy of any record or resolution referred to in clause 22.1. which purports to be signed by the CEO, Chairman, or any Director, shall be *prima facie* evidence of the matters stated therein.

PART D. CENTRAL COMMITTEE AND DIRECTORS

23 CENTRAL COMMITTEE

23.1 ELECTION OF THE CENTRAL COMMITTEE

23.1.1 Members of the Central Committee shall be nominated and elected from within the SAVA and RuVASA branch structures, as most of the RuVASA members practice in mixed animal operations.

23.1.2 Members elected as office bearers of the Central Committee are also required to be SAVA members, as they will be eligible to stand for and will be electing the Board of Directors, who will be presenting RuVASA to SAVA management structures.

23.1.2.1 Each region shall elect one member from within the ranks of that region **in accordance** with a nomination and election process as stated within this MOI **or** the RuVASA **Policies and Procedures manual**.

23.1.2.2 Elections for the Central Committee shall take place at a Branch meeting at least 21 days before the RuVASA AGM by members present at the meetings or by proxy. This may take place during branch meetings before a Regional mini-congress or be a virtual meeting.

- 23.1.2.3 In the absence or dysfunction of a branch, the RuVASA Board of Directors at the time of nomination and election of the Central Committee shall nominate and elect an interim member to the Central Committee, who will then be replaced or confirmed at the next branch meeting.
- 23.1.3 Nominations for representation on the Central Committee shall only be considered if supported by a nominator (proposer) and a seconder.
- 23.1.4 Proposers, seconders, and nominees shall be in good standing at the time of nomination.
- 23.1.5 Each nominee shall accept the nomination, either by proxy or at the Branch meeting with the declaration that, according to the best of his or her knowledge at the time of nomination there is no reason why he or she cannot serve RuVASA on the Central Committee such as a conflict of interest, considering other responsibilities or circumstances that may exist at that time.
- 23.1.6 The Chairman of RuVASA special interest groups automatically become members of the Central Committee with voting rights.
- 23.1.7 The BOD, the CEO, and the secretary of RuVASA form part of the Central Committee
- 23.1.8 The President of SAVA or a designated member of the SAVA BoD shall be entitled to be a member of the RUVASA Central Committee in an ex officio capacity without voting rights if the designated RuVASA member on the SAVA BoD is not able to attend a RuVASA CC meeting(s). (Ref 38.4)
- 23.1.9 Veterinary Training Faculty Representatives. A representative appointed by the dean of the faculty of the University of Pretoria, or any other registered training facility in S.A., shall serve on the Central Committee of RuVASA.
- 23.1.10 The chairman of Onderstepoort Production Animal Group, or that of any new registered training facilities in S.A., may be invited to attend as observers and receive notice of meetings of the Central Committee (see clause 9.1.10).
- 23.1.11 The chairman or a representative of RuVASA working groups, as well as subject authorities, whose inputs are needed, may be invited to join specific
- 23.1.12 meetings as non-voting members after permission is obtained to do so from the BoD.

24 RESPONSIBILITIES OF THE CENTRAL COMMITTEE.

- 24.1.1 The Central Committee shall primarily be concerned with the management of the affairs of the RuVASA by debating issues of relevance and by advising, guiding, and putting forward recommendations to the RuVASA Board.
- 24.1.2 Documents for comment and inputs will be sent electronically to Central Committee members on a regular basis.
- 24.1.3 Each Committee chairman is responsible for the recruitment of new members as well as for keeping old members on board by sharing information and by giving support to younger members in his/her region.
- 24.1.4 The chairman may also manage a sub-committee to help him/her with arranging mini congresses in conjunction with SAVA, as well as social events like sports and family days to create a sense of togetherness and belonging.
- 24.1.5 The Central Committee shall nominate and elect members of the RuVASA Board from within the ranks of the Central Committee.
- 24.1.6 The Central Committee shall nominate and elect a Vice Chairman as per Clause 27.1.3.
- 24.1.7 The Central Committee shall elect a representative of RuVASA who shall be entitled to serve on the SAVA Board of Directors with full voting rights as per clause 38.3.
- 24.1.8 The Central Committee shall meet at least four times per annum, and to precede a RuVASA Board meeting, not to exceed a four-week time frame. The chairman of the Board of Directors will lead these meetings. In his absence, it must be the vice-chairman or any other member of the Board of Directors.
- 24.1.9 The responsibilities and duties of the Central Committee shall be clearly defined as determined by the RuVASA Board and incorporated in the form of Terms of Reference within the RuVASA **Policies and Procedures manual**.

25 DIRECTORS

25.1 NUMBER AND COMPOSITION

- 25.1.1 Until otherwise determined by a meeting of the members, the number of directors shall not be less than 3 (three) nor more than 10 (ten).

25.1.2 The Association may, from time to time, at any meeting of members, increase or reduce the number of directors, provided that the minimum number of directors will not fall below three.

25.1.3 The Vice-Chairman automatically becomes the chairman when he/she leaves office. Where both positions are vacated simultaneously, the Central Committee shall appoint new veterinarians in these positions.

25.1.4 Co-opted members.

25.1.4.1 The Association, at a meeting of members or the directors, shall have power at any time, and from time to time, to co-opt any person as a director, provided that the

25.1.4.2 The total number of directors shall not at any time exceed the maximum number fixed by the members of the Association or in terms of this MOI. The appointment of such co-opted directors shall be ratified at the first AGM after such co-option and will be valid until the subsequent AGM.

25.1.4.3 Co-opted members' term of office expires at midnight on the day before the AGM

25.1.5 The Board of Directors may comprise the following positions:

25.1.5.1 Appointed positions:

25.1.5.1.1 Chief Executive Officer, who is a permanent employee of the Association. His/her term expires upon the termination of the employment agreement

25.1.5.1.2 Legal Advisor. His/her term does not expire, but is subject to a review by the Board of Directors every 3 years and may be changed upon a majority vote of the Board of Directors

25.1.5.1.3 Financial Director, appointed for a maximum of two 3-year terms

25.1.5.2 Elected positions

25.1.5.2.1 Chairman

25.1.5.2.2 Vice-Chairman

25.1.5.2.3 Past-Chairman/Financial Director

25.1.5.3 No elected director may serve on the Board for a period exceeding six years.

26 QUALIFICATIONS

26.1 Only voting members in good standing are eligible for nomination and election at the time of nomination or election.

26.2 Only voting members in good standing are entitled to nominate or elect at the time of nomination or election.

27 ELECTIONS

27.1 The elected members of the RuVASA Central Committee shall nominate and elect directors from within the ranks of the Central Committee.

27.2 The Board of Directors shall have the power to co-opt consultants onto the Board of Directors where specific expertise may be required. Such co-opted consultants shall serve on the Board of Directors, subject to the discretion of the elected Board of Directors.

27.3 Co-opted consultants shall have no voting rights.

27.4 The Board of Directors shall include a Chairman, a Vice Chairman, and a Treasurer.

27.5 The Vice Chairman shall be nominated and elected by the Central Committee to be announced at a general meeting of the RuVASA members, namely, the AGM.

27.6 Should the elected Vice Chairman by the Central Committee not be an elected director at the time of his or her election as Vice Chairman, such Vice Chairman shall automatically be co-opted onto the Board as a director with full voting rights.

27.7 The appointments of the Chairman and of the Vice Chairman shall terminate ipso facto if such person shall cease for any reason to be a director, or if the Association at any meeting of members shall resolve that such person's tenure be terminated.

27.8 Directors shall hold office for two years with the option to be eligible for re-election for a further term of two years, except for the Vice Chairman and Immediate Past Chairman:

27.9 After a lapse of one year, a retired Director is again eligible for election as a director.

27.10 The term of office of the Chairman shall be two years. The Director elected as Vice Chairman of the Association automatically becomes Chairman of the Association after

two years; failing this, a Chairman and Vice Chairman shall be elected from the elected directors or appointed by the acting BoD in conjunction with the Central Committee.

- 27.11** The Immediate past Chairman of the Association may serve for an additional two years as a director with full voting rights, either as the financial director or, if needed, as the past chairman.

28 REMUNERATION OF DIRECTORS

- 28.1** In addition to the Chairman and the Chief Executive Officer, if any, directors of the Association may be remunerated and may be paid all travelling, accommodation and other expenses properly incurred by them in or about the performance of their duties as directors including those of attending and travelling to and from meetings of the Board of Directors or any committee of the Board of Directors or at any meeting of members of the Association and may be paid a per day fee in the event that directors are required to be away from their practices in the performance of their duties as directors.

- 28.2** The Board of Directors may remunerate the Chairman of the Association in accordance with principles applied to Directors, but, in addition, the Chairman may receive a retainer monthly during tenure of office in respect of responsibilities and time, the amounts of which to be ratified at a general meeting of members.

- 28.3** In the event of any member of the Association being required to conduct work on behalf of the Association using his own time and facilities, the Board of Directors may remunerate such members in accordance with the agreed per-hour rate or per day, in accordance with **expense authorization policies**.

- 28.4** The Board of Directors may motivate a change in the monthly retainer to be paid to the Chairman, and the directors per day fees, the amounts to be confirmed at a General Meeting.

29 APPOINTMENT OF REPRESENTATIVES

- 29.1** The directors may at any time appoint any third party, whether they are a member of the Association, including any retired director or chairperson who is not eligible for re-election in terms of Clause 30, to represent certain interest groups and to contribute their expertise to the meetings of the Board.

- 29.2** The appointment of a representative shall be based on such person's expertise obtained in an industry, such as operational, financial, and marketing.

- 29.3** For the sake of clarity, it is specifically recorded that the appointment of a representative as aforesaid shall only be valid for such period or for the performance of such task as the Directors in their sole discretion may require, after which period or fulfilment of the task, the representative's appointment will terminate.
- 29.4** The Board shall confirm that the representative elected by the Central Committee to represent RuVASA on the SAVA Board of Directors, as per clause 32.3, fulfils the necessary requirements.

30 FILLING OF CASUAL VACANCIES ON THE BOARD OF DIRECTORS

- 30.1** The Directors may, by unanimous resolution at any time, appoint any other person as an additional director or to fill a casual vacancy, but so long as the total number of directors shall not at any time exceed 10 (ten) directors and in accordance with this MOI.
- 30.2** The Director(s) appointed to accommodate a casual vacancy on the Board shall take effect on an Interim basis until it is put to a vote at the next general meeting of the Association, and on an ongoing basis, in accordance with this MOI, only if it has been ratified by an ordinary resolution at the next general meeting.

31 DISQUALIFICATION OF DIRECTORS

- 31.1** Any director or alternate director shall cease to be a director of the Association on the happening of any of the following events:
- 31.1.1 he ceases to be a director by virtue of any of the provisions of the Act or becomes prohibited from being a director by reason of any order made under the Statutes; or
- 31.1.2 his or her estate is finally sequestrated.
- 31.1.3 he or she files a petition for the surrender of his estate as insolvent.
- 31.1.4 he or she is placed under curatorship by any court of competent jurisdiction.
- 31.1.5 a written notice to that effect signed by most of the Directors is delivered at the office with effect from the date stated in that written notice.
- 31.1.6 he or she delivers a notice of his resignation at the office with effect from:
- 31.1.6.1 The date on which that notice is delivered; or
- 31.1.6.2 Any later date stated in that notice to which the Directors agree.

31.1.7 If he or she fails to attend 3 (three) consecutive meetings of Directors without good cause; or

31.1.8 If he or she is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare his interest and the nature thereof in the manner required by the Act.

31.1.9 If he or she passes, publishes, or causes to be published any information to the press or media, directly or indirectly, which information is confidential or which information will bring the reputation of the Association into disrepute and/or is intended to be detrimental to the Association in any way.

32 DUTIES OF DIRECTORS

32.1 The Board of Directors shall manage the Association and shall carry out the objects of the Association in such manner as it may deem fit and proper, subject, however, to:

32.1.1 The general policy of the Association; and

32.1.2 Any instructions as may be laid down or given by the members at a General Meeting from time to time.

32.2 Without in any way deviating from the generality of the duties of the Directors, the Directors shall be obliged to:

32.2.1 be committed to the **RuVASA strategy** with reference to the **RuVASA Vision and Mission**, which may be amended from time to time.

32.3 Administer any donations, sponsorships and grants accepted in terms of Clause 41 and shall accept any donations which may be made by testamentary bequests or by donations inter vivo or by any other means, subject to the conditions set out in this MOI.

32.3.1 From time to time open and/or hold a bank or similar account with an accredited financial institution in the name of the Association and to deposit in such account all moneys which are due to the Association in the first instance.

32.3.2 Administer the funds of the Association and income accruing to the Association to achieve the main object of the Association.

32.3.3 Utilize the funds of the Association solely for the main objectives of the Association or to invest funds available for investment only in accordance with the provisions of existing legislation, as amended from time to time.

32.3.4 Remain informed and updated with regards to the current minutes, policies and codes of business of the Association, and to keep themselves updated by attending the required meetings.

32.4 The Directors shall not have the power to use the funds of the Association for the carrying on of any business or trading activity in the name of the Association otherwise than to the extent permitted in terms of any relevant legislation, as amended from time to time.

32.5 The Directors shall ensure that there are at least 4 (four) meetings of Directors per annum, 1 (one) meeting per quarter, and that notice of these meetings are made available to all the members of the Association.

32.6 Each Director shall familiarise himself or herself with the obligations, liabilities and responsibilities of directorship in accordance with the Companies Act, this MOI and other RuVASA documents such as the Strategy, Vision, Mision, Objectives, Code of Conduct and the **Manual of Policies and Procedures**.

32.7 Directors are compelled to conduct themselves accordingly with reference to respect for confidentiality and the principles relating to conflicts of interest.

33 POWERS OF DIRECTORS

33.1 The Board of Directors shall manage the Association and shall carry out the objects of the Association in such manner as it may deem fit and proper subject, however, to:

33.1.1 The general policy of the Association; and

33.1.2 Any special instructions as may be laid down or given by the members in general meeting from time to time; and

33.2 The Directors may exercise all such powers as are not prohibited or limited by the Act or any amendment thereof, and subject to such regulations not inconsistent with this MOI or provisions as may be prescribed by the Association in a general meeting; but no regulation made by the Association in a general meeting shall invalidate any prior act of the Directors which would have been valid if such regulation had not been made.

33.3 The Board may from time to time appoint executive directors such as the Chief Executive Officer and a Financial Manager for such period and generally on such terms as they may deem fit. The appointments of the executive directors shall terminate ipso

- 33.4** factio if the directors or the Association at any meeting of members resolves that such a person's tenure be terminated, whereupon such member will no longer enjoy the privileges of a director.
- 33.5** The directors shall have the power to co-opt professional persons onto the Board where specific expertise may be required.
- 33.5.1 Such co-opted professional persons shall serve on the Board subject to the discretion of the elected Board.
- 33.5.2 Co-opted professional persons may or may not have voting rights depending on the terms of his/her appointment by the Directors.
- 33.6** The Board of Directors may appoint a Secretary for the Association from time to time.
- 33.7** The Board of Directors may delegate any of its powers to committees or working groups as they deem appropriate to accommodate specific functions or issues of relevance to RuVASA, consisting of such persons as they deem fit.
- 33.7.1 Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Board.
- 33.7.2 Such committees may be instituted as standing- or executive committees or on an ad hoc basis.
- 33.7.3 The terms of reference of such committees shall be incorporated within the RuVASA **Policies and Procedures manual**.
- 33.7.4 The Board shall constitute an **Executive Committee ("Dagbestuur")** to consist of the Chief Executive Officer and Company Secretary.
- 33.7.5 The Board of Directors may delegate any of its powers to the Executive Committee, of which the Chief Executive Officer shall report on any of its actions to the Board for ratification thereof.
- 33.7.6** The Board of Directors may establish a **Disciplinary Committee** (Ref 11.1.3) and an Ethics Committee in accordance with the provisions set out in the **Policies and Procedures manual**.
- 33.7.7 Any documentation drafted and/or or research compiled by members of committees because of duties or responsibilities as mandated by the Board are to be regarded as

the intellectual property of the RUVASA unless otherwise agreed in writing between the Board or CEO and a Committee member.

- 33.8** The Board of Directors may from time to time entrust to and confer upon the Chairman and/or the Vice Chairman, Chief Executive Officer or Financial Manager, if any, for the time being such of the powers vested in them as they may think fit, and may confer such powers for such time and to be exercised for such objects and upon such terms and with such restrictions as they may think expedient; and they may confer such powers either collaterally or to the exclusion of, and in substitution for, all or any of the powers of the Board of Directors, and may from time to time revoke or vary all or any of such powers.
- 33.9** The Board of Directors may establish various classes of awards and may award the same in accordance with the **Association's policies and procedures.**

34 PROCEEDINGS OF DIRECTORS MEETINGS

- 34.1** The directors may meet for the dispatch of business, adjourn, and otherwise regulate their meetings as they deem fit.
- 34.2** The Board may resolve to hold remote or virtual meetings, in accordance with the **RuVASA Rules.**
- 34.3** Any 2 (two) directors may, and the secretary on the requisition of a director shall, at any time, summon a meeting of the Board of Directors.
- 34.4** The Board of Directors may meet for the despatch of business, adjourn and otherwise regulate their meetings as they deem fit, provided that the Board of Directors shall meet at least four times a year.
- 34.5** Questions arising at any meeting of the Board of Directors shall be decided by a majority of votes.
- 34.6** The Chairman shall have a second or casting vote in the case of an equality of votes, and in the absence of the Chairman, the duty will fall on the vice Chairman, and in the absence of the vice Chairman, a director who is chairing the meeting.
- 34.7** The Board of Directors may determine what period of notice shall be given of meetings of directors and may determine the means of giving such notice. It shall not be necessary to give notice of a meeting of directors to any director for the time being absent from the Republic.
- 34.8** A quorum shall consist of most of the Directors.

- 34.9** The continuing directors may act notwithstanding any vacancy in their body, but, if and so long as their number is reduced below the number fixed by or pursuant to these Clauses as a quorum, the continuing directors or director may act only for the purpose of summoning a general meeting of the Association. If there are no directors or a director able and willing to act, and no specific provision is made in these Clauses for the appointment of directors, then any 2 (two) members may summon a general meeting for the purpose of appointing directors.
- 34.10** Any Director is at all times entitled to convene a meeting of the Directors by giving fourteen (14) days' written notice to all Directors, or such shorter notice as may be agreed to by all the Directors.
- 34.11** The Directors may participate in a meeting of the Directors by means of conference telephone or similar equipment by means of which all persons participating in the meeting can hear each other at the same time, and any such participation in a meeting shall constitute presence in person at the meeting.
- 34.12** Subject to the provisions of Sections 234 to 241 inclusive of the Act, a Director may vote in respect of any contract or proposed contract with the Association in which he is interested, or any matter arising therefrom, with the provisory that the director concerned has declared his interest and the Board has approved eligibility to such vote.
- 34.13** All acts done by any meeting of the Directors or a committee of Directors or by any person acting as a director shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment of any such Directors or person acting as aforesaid or that they are or any of them were disqualified, be as valid as if every such person had been duly appointed and were qualified to be a director.

35 RECORDS OF DIRECTORS' MEETINGS

- 35.1** The Directors shall cause minutes to be made of all appointments of officers made by the Directors; the names of the Directors present at each general meeting of the Directors, and all resolutions passed by the Directors at all meetings of the Directors.
- 35.2** Minutes of any resolutions and proceedings mentioned in this MOI appearing in one of the minute books of the Association shall be proof of the facts therein stated if signed by:
- 35.2.1 The Chairperson of the meeting to which it relates; or
- 35.2.2 Any person present at the meeting and appointed by the Directors to sign in the Chairperson's place; or

35.2.3 The Chairperson of a subsequent meeting of the Directors.

- 35.3** Any extracts from or copies of those minutes purporting to be signed by the Chairperson of that meeting, any Director or the Executive Officer shall be proof of the facts therein stated.
- 35.4** Records of proceedings of all official RUVASA meetings, and resolutions adopted, shall be captured in the minutes of the meetings, which are to be electronically stored or stored in the cloud, in accordance with this MOI and the **Rules of the RuVASA**.

PART E: GENERAL

36 BRANCHES OF THE ASSOCIATION

- 36.1** The Board of Directors of the Association may permit the formation of Branches of the Association, which will consider geographic situation and number of Association members, in:
- 36.2** such places as it shall determine. Where possible, RuVASA branches **will function in conjunction with SAVA branch structures**.
- 36.3** The Constitution of a Branch of the Association shall not become effective unless and until it is approved by the Board of Directors of the Association.
- 36.4** Each Branch shall elect a Branch Representative to the Central Committee (CC). The Branch-elected Member of the Central Committee shall have full voting rights on the CC.
- 36.5** Each Branch shall manage the affairs of such Branch in accordance with RuVASA **Policies and Procedures**.

37 GROUPS OF THE ASSOCIATION

- 37.1** The Board may permit the formation of Special Interest Groups of the Association in such disciplines or specialities as it shall determine.
- 37.2** The Terms of Reference or Constitution of a Group of the Association shall not become effective unless and until it is approved by the Board of Directors, at which time the formation of the Group is ratified.
- 37.3** Such groups shall form part of the structures of RuVASA and are thus subject to the principles of corporate governance adopted by the RuVASA, the **RuVASA Policies and Procedures**, and clauses contained in this MOI, as well as any other condition as stated in the Companies Act.
- 37.4** The assets of such groups remain the property of the SAVA.

- 37.5** Each Group may elect a Group Representative (or alternate) to the Central Committee. The Group-elected member of the Central Committee (or alternate) shall have full voting rights on the Central Committee.
- 37.6** The Chairman and the Chief Executive Officer of the Association shall automatically be members of the Committee of the Group in an ex officio capacity with voting rights.

38 STAKEHOLDER RELATIONS

- 38.1** Should any independent company or interest group, formed outside the realms of the Association, wish to have links with the Association, or vice versa, such relationships are to be formed based on a strategic alliance.
- 38.2** In such situations, a formalised relationship shall be instituted between the Association and stakeholder, in the form of a contract such as a Memorandum of Understanding, clearly stating the scope of obligations of both the Association and such stakeholder, the extent of liabilities, financial controls etc., and to be reviewed on an annual basis.
- 38.2.1 The Board may invite the chairpersons, presidents, or nominated representatives of such independent entities to serve within the structure of the RuVASA, including the Board, provided that such posts do not transgress any clause contained within this MOI.

39 RELATIONSHIP WITH SAVA

- 39.1** The relationship between RuVASA and SAVA is one of a strategic alliance (Ref 3.2.8 P.7 of this document).
- 39.2** A formalised contractual relationship shall be established in writing in the form of (e.g.) a Memorandum of Understanding (MOU), defining the nature of the relationship with the obligations of both the SAVA and the RuVASA clearly stated, to be reviewed yearly. Reference to section 44.2 of this MOI where RuVASA documents may be kept in safe custody in safes or strong rooms at the SAVA office, need to be stated in this MOU.
- 39.3** A representative of RuVASA, to be elected by the RuVASA Central Committee, shall be entitled to serve on the SAVA Board of Directors with full voting rights (Ref 24.1.7). This person or another member of SAVA's Board of Directors may represent SAVA on RuVASA's BoD as a non-voting member. This person shall also be a member of the RuVASA Central Committee.
- 39.4** The President of SAVA, and/or his appointed representative, which will in most cases be the RuVASA elected member of the SAVA BoD shall be entitled to be a member of the RuVASA Central Committee in an ex officio capacity without voting rights (Ref 23.1.9).
- 39.5** RuVASA is entitled to have a representative to serve on the Federal Council of SAVA.

40 CENTRAL COMMITTEE

- 40.1** There shall be a Central Committee consisting of the Chairman of the Board of Directors, the CEO and secretary of RuVASA, Branch-elected Members (or alternates), Group-elected Members (or alternates) , chairpersons of the various committees as appointed by the Board, a SAVA representative (see section 38.3 above) and there can be co-opted to the Central Committee the Editor of the Journal of the Association, and any other member of the Association as is considered desirable by the Central Committee.
- 40.2** The Committee shall debate, modify and prepare proposals on all aspects of the running of RuVASA prior to submitting such proposals to the Board of Directors
- 40.3** The President of SAVA shall be entitled to be a member of the RUVASA Central Committee in an ex officio capacity without voting rights.
- 40.4** The chair of the OP Students Production Group (Ref section 9.1.10) shall be invited to attend Central Committee meetings as a non-voting member.

41 BORROWING POWERS

- 41.1** The Directors may, from time to time, in their discretion, raise or borrow from the members or other persons any sum or sums of money for the purposes of:
- 41.2** The Association, provided that the amounts in the aggregate so raised or borrowed from time to time shall not exceed such amount as may be determined by the Association in a general meeting from time to time.
- 41.3** The Directors may raise or secure the repayment of such monies in such manner and upon such terms and conditions in all respects as they deem fit.

42 DONATIONS, SPONSORSHIPS AND GRANTS TO THE ASSOCIATION

- 42.1** Provided the Association has been approved as a public benefit organization, the Directors shall, in respect of every donation received, furnish to the donor in each case a receipt of which the following particulars are given:
- 42.2** The reference number of the Association issued by the Commissioner for the South African Revenue Service for the purposes of section 18A of the Income Tax Act.
- 42.2.1 The date of receipt of the donation
- 42.2.2 The name of the Association, together with an address to which enquiries may be directed in connection therewith.
- 42.2.3 The name and address of the donor.
- 42.2.4 The amount or nature of the donation; and

42.2.5 A certificate to the effect that the receipt is issued for purposes of Section 18A of the Act, and that the donation has been or will be used exclusively for the main object of the Association.

42.3 The Directors shall not accept any donations to the Association unless they are irrevocable and subject to the terms and conditions of this MOI.

43 FINANCIAL YEAR

43.1 The financial year of the Association shall commence on 1 January and end on the last day of December of each year.

44 ACCOUNTING RECORDS, FINANCIAL STATEMENTS, AND AUDITORS

44.1 The Association shall maintain the necessary accounting records, which shall be accessible from its registered office, in accordance with section 28 of the Act.

44.2 Without limiting the contents of clause 41 above, the Association must maintain adequate records of all revenue received from donations, grants, and members' fees, or in terms of any funding contracts or arrangements with any party.

44.3 The Association shall prepare its financial statements in accordance with the provisions of the Companies Act.

44.4 Auditors shall be appointed and their duties regulated in accordance with the Companies Act.

45 SAFE CUSTODY OF DOCUMENTS

45.1 Any mortgage bond, title deed or other security belonging to or held by the Association shall be registered in the name of the Association and no such security may be transferred, disposed of or otherwise alienated except with the approval of the Board.

45.2 All such securities shall be kept in safe custody in safes or strong rooms at the SAVA office strong rooms at the SAVA office (Ref section 38.2) or with a bank, as the Board may determine.

46 LIMITATION OF LIABILITY BY DIRECTORS

46.1 Each director, alternate director, manager, Executive Officer and other officer of the Association, and person employed by the Association as its auditor, shall be indemnified by the Association against any liability incurred by him from time to time in that capacity in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted or in respect of any of those proceedings which are

abandoned or in connection with any application made under Section 248 of the Act in which relief is granted to him by a court of competent jurisdiction.

47 VALIDATION

47.1 As regards all persons dealing in good faith with the Association, all acts done by any meeting of the Board or of a committee of the Board, or by any person acting as a director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such directors or persons acting as aforesaid, or that they or any of them were disqualified or had ceased to hold office or were not entitled to vote, be as valid as if every such person had been duly appointed or was qualified or had continued to be a director or was entitled to vote, as the case may be.

48 NOTICES

48.1 A notice may be served by the Association upon any member personally in writing (Ref 1.6.33) or by sending it through the post in a prepaid letter addressed to such member at his last registered place of abode.

48.2 Any notice in writing shall be deemed to have been served at the time when the letter containing the notice was posted and in proving the giving of the notice in writing, it shall be sufficient to prove that the letter containing the notice was properly addressed and disseminated.

49 PROHIBITION AND DISTRIBUTION OF COMPANY PROPERTY

49.1 The income and property of the Association, whenever derived, shall be applied solely towards the promotion of the Association's main objects and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever to the members of the Association or to its controlling or controlled Association, provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Association, or to any member thereof, as remuneration for any services actually rendered to the Association.

50 WINDING UP

50.1 Upon its winding-up, de-registration or dissolution, the assets of the Association remaining after the satisfaction of all its liabilities shall be given or transferred to some other association or institution or association(s) having similar objects to be determined

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by the members of the Association at or before the time of its dissolution, or failing such determination, by the Court.

51 CHANGES TO THE MOI

- 51.1** Any changes to this MOI, including a change to the name of the Association, shall be adopted at a General Meeting of members in accordance with Clause 16 of this MOI.

Annexure A

RuVASA PROXY FORM

For completion by RuVASA Voting Members in good standing who are unable to attend the Annual General Meeting (AGM) to be held at

_____ on _____ 20__

I _____(Name in BLOCK LETTERS),

RuVASA Membership number _____

of _____(Address in BLOCK LETTERS) being a member of the Association do hereby appoint

_____ of _____or,

failing him/her, _____ of or, failing him/her, the chairman of the meeting

as my proxy to attend, speak and, on a poll, vote on my behalf at the AGM of members to be

held at _____ on, _____ 20__ and at any adjournment thereof, and

vote or abstain from voting as follows on the resolutions to be proposed at such meeting:

	FOR	AGAINST	ABSTAIN	VOTE AS PROXY SEES FIT
Resolution 1:				
Resolution 2:				
Resolution 3:				

(Please indicate with an "X" in the appropriate spaces above how you wish your votes to be cast)

A member entitled to attend and vote at the above-mentioned meeting is entitled to appoint a proxy or proxies to attend, speak and, on a poll, vote in his/her stead.

Signed at.....on..... 20.....

Signature: _____

Please read the following notes on the hereof:

NOTES:

1. A signatory to the proxy form may insert the name of a proxy or the name of an alternative proxy of the signatory's choice in the blank spaces provided with or without deleting 'the chairman of the meeting', but any such deletion must be initialled by the signatory. Any insertion or deletion not complying with the foregoing will be deemed not to have been validly affected. The person attending the meeting whose name appears first on the list of names overleaf shall be the validly appointed proxy for the member at the meeting.
2. A member's instructions to the proxy must be indicated in the appropriate spaces provided. A member or the proxy is not obliged to use all the votes exercisable by the member or by the proxy or to cast all those votes in the same way, but the total of votes cast, and in respect whereof abstention is directed, may not exceed the total of the votes exercisable by the member or the proxy. Failure to comply with the above or to provide voting instructions or the giving of contradictory instructions will be deemed to authorize the proxy to vote or abstain from voting at the meeting as he/she deems fit in respect of all the member's votes exercisable at that meeting.
3. Any alteration or correction made to this proxy form must be initialled by the signatory.
4. The completion and lodging of this proxy form will not preclude the member who grants the proxy from attending the meeting and speaking and voting in person thereat to the exclusion of any proxy appointed in terms hereof should such member wish to do so.
5. Completed proxy forms should be returned to one of the undermentioned addresses by no later than 12:00 pm local time on _____ 20__
6. Proxy forms may also be handed to the chairman of the meeting up to not later than 30 minutes before the commencement of the meeting.

Email:

Tel: 012 346 1150

Fax: 012 346 2929

Address: Vethouse, Gemsbok Avenue, Monument Park, 0181

(Note: A member entitled to attend, and vote is entitled to appoint a proxy to attend, speak and on a poll vote in his stead, and such proxy needs to be a member of the Association in good standing)