



THE SOUTH AFRICAN INSTITUTE OF ARCHITECTURAL TECHNOLOGISTS
DIE SUID-AFRIKAANSE INSTITUUT VAN ARGITEKSTEGNOLOË

CONSTITUTION 2009

This Constitution was approved by the members on

Saturday, 21 November 2009

at a Special General Meeting held in Pretoria.

THE SOUTH AFRICAN INSTITUTE OF ARCHITECTURAL TECHNOLOGISTS

CONSTITUTION 2009

INDEX:

1. FOREWORD
2. NAME
3. LEGAL STATUS
4. DEFINITIONS
5. OBJECTIVES
6. MEMBERSHIP
7. MANAGEMENT AND STRUCTURE
8. REGULATIONS AND POLICIES
9. MEETINGS AND COMMITTEES
10. FINANCIAL, ASSETS AND ADMINISTRATION
11. CONSTITUTIONAL AMENDMENTS
12. TRUSTEE
13. DISSOLUTION

1. FOREWORD TO THE CONSTITUTION OF THE SOUTH AFRICAN INSTITUTE OF ARCHITECTURAL TECHNOLOGISTS

The relationship that society has to the built environment involves differing needs and aspirations. These requirements have to be recognised, analysed and provided. In doing so, modern design and construction frequently involves the use of new materials and the development of new concepts, techniques and strategies. Adding this to alternative procurement strategies and extensive service installations, the design and construction process is now a much more complex process than ever encountered before. In response to these challenges and based upon the twin concepts of designing for performance and production through the integration of technology, the discipline of architectural technology has seen rapid growth.

The University and University of Technology trained architectural technologists are skilled with the expertise to engage fully, in all building typologies, from the project identification, initiation, scoping, design, design development and documentation through to the construction, management and life cycle of a project.

The South African Institute of Architectural Technologists was established in 1987 to provide a professional platform for architectural technologists whereby their professional needs and aspirations are both met and furthered. Membership is open to fully qualified and accredited professional architectural practitioners, focusing on the practice of architectural technology.

The members describe the institute as *"A passionate self-governing institute which believes in loyalty and honesty towards its members and the profession and subscribes to the principles of fairness and transparency in its activities and conduct"*

Arising from that statement, the

SAIAT VISION (is) To stimulate the expression of design and the application of technology in architecture; and the

SAIAT MISSION (is) To cultivate environmentally sensitive and socially considerate building development through responsible architectural practice.

2. NAME

2.1. The name of the **institute** is 'The South African Institute of Architectural Technologists.' The abbreviation is SAIAT.

2.2. The name of the **institute** in Afrikaans is 'Die Suid-Afrikaanse Instituut van Argitekstegnoloë.'

3. LEGAL STATUS

3.1 The **institute** functions as a **voluntary association** and is constituted as a **body full** with perpetual succession, capable in law of suing and being sued, of acquiring, holding and alienating movable and immovable property and of performing all such acts as are necessary or incidental to the carrying out of its objectives, functions and duties in terms of this **constitution**

4. DEFINITIONS

Where singular or male terms are used these shall simultaneously imply plural or female respectively, unless such interpretation is inconsistent with the context. In this **constitution** unless the context indicates otherwise:

'**act**' means the Architectural Profession Act # 44 of 2000 and any amendments thereto;

'**authorised person**' means the person appointed and / or nominated by the **national committee** to act in respect of a specific function

'**body full**' means an association established in terms of the Non-Profit Organisations Act # 71 of 1997 and any amendments thereto

'**code of conduct**' means the code of professional conduct drafted in terms of clause 8 of this **constitution** and includes the rules and procedures governing investigations, charges, disciplinary hearings and proceedings, penalties and appeals;

'**constitution**' means the constitution of the **institute**

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

'**institute**' means the South African Institute of Architectural Technologists;

'**full member**' means a category of membership of the **institute** as set out in the relevant **regulation**;

'**management committee**' means the committee formed by the **office bearers** of the **national committee** responsible for the daily management of the **institute**

'**member**' means any person or organisation who is a member of the **institute** by virtue of the provisions of clause 6 of this **constitution**;

'**membership year**' is to be taken from 1st January to 31st December of the same year

'**national committee**' means the committee of **members** elected and / or co-opted to manage the affairs of the **institute** established in terms of clause 7 of this **constitution**;

'**non-disclosure agreement**' means the undertaking of confidentiality by **members** and employees regarding **institute** business and matters

'**office bearer**' means an **officer** of the **national committee** who holds one of the designated positions in terms of clause 7 of this **constitution**

'**officer**' means an elected member of the **national committee** in terms of clause 7 of this **constitution**

'**policy**' means the statement containing the principles and protocols of the **institute** made in terms of this **constitution** upon which decisions are to be based, management and systems designed and implemented and **regulations** drafted

'**regulation/s**' means the latest **regulations** including all modifications, alterations and additions thereto, made and in force in terms of this **constitution**, to regulate the affairs of the **institute** consistent with this **constitution**;

'**term** and **half-term**' means two years or one year respectively;

'**user agreement**' means the agreement covering the **member's** and employee's use of **institute** property in the business of the **institute**

'voluntary association' means a **voluntary association** as recognised as such by the South African **Council** for the Architectural Profession and the Council for the Built Environment

5. OBJECTIVES

- 5.1. To provide a learned, professional society for architectural technologists and other architectural practitioners engaged in or trained in architecture;
- 5.2. To provide liaison and co-ordination or representation, to or with other institutes and associations, educational institutions and statutory or non-governmental bodies or groups both in South Africa and internationally to further the interests of **members** of the **institute**, of the architectural profession and the building industry;
- 5.3. To uphold the dignity and ethical standards of **members** of the **institute** and the architectural profession, and to encourage and foster the culture of responsible architectural practice and professional conduct and integrity;
- 5.4. To promote environmentally sensitive, sustainable and socially and culturally considerate building and space development;
- 5.5. To advise **members** and members of the public in matters affecting the rights, practice or status of members and the architectural profession;
- 5.6. To facilitate and materially assist, where deemed necessary in the interests of the **institute** or its **members**, schemes of continuing education, training and professional development (CPD) related to the architectural and building disciplines;
- 5.7. To found, grant, accept and administer scholarships, bursaries, awards and prizes in respect of the study of and research in architecture as well as in the promotion and recognition of excellence in the practice of architecture;
- 5.8. To involve and represent architectural technologists in the initiation of, promotion or opposition of any legislation affecting the interests of the **members** of the **institute** and the architectural profession;
- 5.9. To stimulate the expression of art and culture in architecture and the application of appropriate technology in architecture.

6. MEMBERSHIP

Membership of the **institute** is available to persons suitably qualified in, and actively engaged in the profession of architecture.

6.1 APPLICATION, TRANSFER AND APPEAL

- 6.1.1 Application for membership to the **institute**, readmission to membership, or the transfer from one category of membership to another is determined by the procedure and criteria as contained in the **regulation**;
- 6.1.2 The assessment, acceptance or rejection of membership applications shall be carried out by the registrar;
- 6.1.3 Unsuccessful applicants may appeal a decision of the registrar subject to the provisions contained in the **regulations**.

6.2 CATEGORIES OF MEMBERSHIP AND LETTERS OF DESIGNATION

- 6.2.1 Membership to the **institute** shall be determined in terms of the categories of registration set out in the relevant **regulation**;
- 6.2.2 The determination and appropriateness of category shall be determined by the registrar;
- 6.2.3 **Members** shall be provided with an abbreviated designation to identify their membership of, and category of membership of the **institute**.

6.3 RIGHTS, RESPONSIBILITIES AND LIABILITY OF MEMBERS

6.3.1 RIGHTS OF MEMBERS

- 6.3.1.1 Membership with the **institute** provides a **member** with rights and responsibilities described below and contained in the relevant **regulations**;
- 6.3.1.2 **Members** may attend and participate in chapter, annual general and special general meetings with such attendance and participation being determined by the conditions of membership applicable to the category;
- 6.3.1.3 **Members** may request information in writing related to the operations and management of the **institute**. Such request shall give full reasons for the request and the purpose for which the information is required. The information, where provided, is to be treated as confidential and may not be divulged without the consent of the **national committee**;
- 6.3.1.4 **Members** may be provided, at the discretion of the **national committee**, with assistance in matters as provided for in the **constitution**;
- 6.3.1.5 Membership of the **institute** shall not confer upon any **member** any right whatsoever to a share or a participation in any assets belonging to the **institute**;
- 6.3.1.6 Where membership of the **institute** is terminated or suspended for whatever reason, the **member** shall forfeit all rights and privileges of membership including, but not limited to, the use of letters of designation and / or use of material that may imply membership of the **institute**, etc.

6.3.2 RESPONSIBILITIES OF MEMBERS

- 6.3.2.1 **Members** shall notify the Registrar timeously of any change of personal and / or professional status, professional registration and contact information;
- 6.3.2.2 **Members** are responsible for ensuring that all prescribed fees, fines and / or levies are paid, and that such are paid within the time specified;
- 6.3.2.3 **Members** shall subscribe to and adhere to the **code of conduct** of the **institute**;

- 6.3.2.4 **Members** shall not use falsely, or permit the use or misuse of the assigned designation and / or membership number provided by the **institute**, nor use or permit the use / misuse thereof in any manner to bring the **institute** into disrepute;
- 6.3.2.5 **Members** have a responsibility to partake in the affairs, activities, benefits, management, courses, meetings and forums of the **institute** at chapter, regional and national level.

6.3.3 LIABILITY OF MEMBERS

- 6.3.3.1 The liability of each **member** is limited to the amount of any subscription, fine, levy or other debt owed by him to the **institute**;
- 6.3.3.2 A **member** or **office bearer** of the **institute** or participant of a branch or chapter shall not be liable for any of the obligations and liabilities of the **institute** solely by virtue of their status as **member** or **office bearer** of the **institute**;
- 6.3.3.3 A **member** or **office bearer** shall not be personally liable for any loss suffered by any person as a result of an act or omission which occurs in good faith while the **member** or **office bearer** is performing functions for or on behalf of the **institute** in terms of the **constitution**, **code of conduct** and related **regulations**.

6.4 RESIGNATION, SUSPENSION AND EXPULSION FROM MEMBERSHIP

6.4.1 RESIGNATION

- 6.4.1.1 Any application for resignation shall be directed to and considered by the registrar in terms of the **regulation** and not unduly be withheld;
- 6.4.1.2 Where a **member** is the subject of disciplinary action by the **national committee**, the application for resignation shall not be considered by the Registrar from the time the action against the **member** is started until the final decision is made by the **national committee**;
- 6.4.1.3 Re-application for membership shall be considered as for new applications with due consideration given to the reasons for resignation.

6.4.2 SUSPENSION

- 6.4.2.1 A **member** that ceases to be in good standing with the **national committee** or is the subject of an investigation for the purpose of disciplinary action may be suspended from the roll of membership;
- 6.4.2.2 The decision to suspend a **member** from the **institute's** roll of membership is at the discretion of the **national committee** and it may determine the period for such suspension and attach such conditions it deems necessary in respect of the suspension;
- 6.4.2.3 Where the period of suspension or conditions have not been specified, any application to resume membership shall be considered as for new applications with due consideration given to the reasons for suspension.

6.4.3 EXPULSION

- 6.4.3.1 The **national committee** shall have the power to take such action as it may consider necessary, including expulsion from membership, in the case of any **member** whose continued membership would, in the opinion of the **national committee**, be contrary to the interests of the **institute**;
- 6.4.3.2 The expulsion from membership of a **member** of the **institute** shall further be subject to the conditions and directives contained in the relevant **regulation**.

6.5 DEATH

Upon the Registrar being notified of the death of a **member**, the **institute's** records shall be amended accordingly.

7. MANAGEMENT AND STRUCTURE

7.1 NATIONAL COMMITTEE

7.1.1 COMPOSITION OF THE NATIONAL COMMITTEE

- 7.1.1.1 The **national committee** is composed of the elected **officers**, as well as the regional chairmen, co-opted **members** and advisors;

The management of the affairs of the **institute** shall be vested in the **national committee**; however, the **national committee** may delegate to the **management committee**, such of its duties and powers as the committee may deem fit for the daily management of the **institute**. Such delegation shall preclude the amendment or voiding of **regulations**.

The **officers** of the **national committee** shall serve until their successors have been elected and have taken office. The **national committee** shall consider all matters set out in this **constitution** and current **regulations** and take such action, as it deems appropriate and consistent therewith;

- 7.1.1.2 The **management committee** shall consist of the following **office bearers**:

- (a) president

- (b) vice president
- (c) administration and finance officer
- (d) registrar

7.1.1.3 The minimum number of **officers** on the **national committee** shall be the number of **members** required to occupy the positions on the **management committee** as **office bearers**;

7.1.1.4 The maximum number of officers on the **national committee** shall not exceed the allocation set out below:

- **Office bearers** (4 **full members**)
- **National committee officers** (3 **full members** + past president)
- Regional committee chairmen (11 **full members** as elected by regions)
- Co-opted **members** (3 **full members**)
- Co-opted advisors (3 **members** in advisory capacity with no voting rights on the **national committee**)

7.1.2 ELECTION OF OFFICERS OF THE NATIONAL COMMITTEE AND MANAGEMENT COMMITTEE

7.1.2.1 **Officers** of the **national committee** and **management committee** (except president, immediate past president and vice-president), all of who shall **full members** (full, senior or honorary life **members**), shall be nominated on the basis of written nominations and acceptances by **full members**;

The nomination forms shall be sent out together with the notice of the annual general meeting or special general meeting and nominations shall close 14 days prior to the date of the next annual general meeting or special general meeting;

Voting shall be done as follows at the next annual general meeting or special general meeting:

7.1.2.1.1 More than one nomination received:

Voting shall be done by a show of hands of **full members**;

7.1.2.1.2 Only one nomination received:

The nominee shall be deemed to be voted in;

7.1.2.1.3 No nominations received:

Nominations may be called from the floor from **full members**. These nominations must be seconded by another **full member** and accepted by the nominee, who must be a **full member**. Voting shall take place in accordance with clauses 7.1.2.1.1. and 7.1.2.1.2;

Previous **officers** of the **national committee** shall be eligible for re-election;

7.1.2.2 Election of the **office bearers** (except for the president and vice-president) who are to hold office for the ensuing **term**, shall be done by the **officers** of the **national committee** at the first meeting of the **national committee** following the annual general meeting or special general meeting at which the election of **officers** was held;

7.1.2.3 The president and vice-president shall be elected by the **officers** of the **national committee** as president elect and vice-president elect at some time decided by the **national committee** prior to the annual general meeting or special general meeting. The president and vice-president for the ensuing **term** shall be inducted at that annual or special general meeting.

7.1.3 TERM OF OFFICE OF THE NATIONAL COMMITTEE AND MANAGEMENT COMMITTEE OFFICERS

7.1.3.1 No president or vice president shall be re-elected to such position for more than two (2) consecutive **terms** of office unless the **national committee** is of the opinion that due to exceptional circumstances the president or vice-president may continue in office for a further maximum consecutive **term** or **half-term**. This does not preclude the **members** from being re-elected to the same posts in the future;

7.1.3.2 **Office bearers, officers** and regional committee chairmen shall serve a **term** of two years of office and on expiry of their **term** of office, shall be eligible for nomination and election for a further **term**;

7.1.3.3 Co-opted **members** shall serve a **half-term** of one year of office, or part thereof, whichever the lesser. Co-opted **full members** shall be eligible for nomination or to be co-opted a further **half-term** on expiry of their year of office;

7.1.3.4 Co-opted advisors shall serve a **half-term** of one year of office, or part thereof, or a period decided upon by the **national committee**, whichever is the lesser. Co-opted **members** in an advisory capacity shall be eligible for nomination or to be co-opted a further **half-term** on expiry of their year of office;

- 7.1.3.5 The **term** of office of the current **national committee** and **office bearers** shall end at the closure of the first general meeting of the new **national committee** after the annual general meeting or special general meeting at which the incoming **national committee officers** were elected.

7.2 FUNCTIONS OF OFFICERS OF THE MANAGEMENT COMMITTEE AND NATIONAL COMMITTEE

Functions of the **office bearers** and **national committee officers** shall be:

7.2.1 President

- (a) Co-ordinate and monitor the functioning of the **national committee**, appointed Sub-Committees and Regional structures;
- (b) Chair **national committee** meetings and general meetings;
- (c) Act as spokesperson for the **institute**;
- (d) Sign documentation on behalf of the **institute** and the **national committee** and may be required to act as an authorised signatory of the **institute**;
- (e) Any other tasks assigned by the **national committee** and accepted by him.
- (f) Serve as past president (as an **officer**) on the **national committee** for a minimum of a **half-term** and maximum of a **term** on expiry of their **term** of office.

7.2.2 Vice-president

- (a) Attend **national committee** meetings and general meetings;
- (b) When required, deputise for the president in the latter's absence;
- (c) Sign documentation on behalf of the **institute** and the **national committee** and may be required to act as an authorised signatory of the **institute**;
- (d) Any other tasks assigned by the **national committee** and accepted by him.

7.2.3 Registrar

- (a) Attend **national committee** meetings and general meetings;
- (b) Sign relevant documentation on behalf of the **institute** and may be required to act as an authorised signatory of the **institute**;
- (c) Process applications related to the **institute** membership as contained in the **constitution** and **regulations** dealing with membership;
- (d) Responsible for the effective maintenance of records related to membership of the **institute**;
- (e) Any other tasks assigned by the **national committee** and accepted by him.

7.2.4. Finance and administration officer

- (a) Attend **national committee** meetings and general meetings;
- (b) Sign relevant documentation on behalf of the **institute** and may be required to act as an authorised signatory of the **institute**;
- (c) Responsible for the management and proper recording keeping of the financial affairs of the **institute** in line with acceptable accounting practices;
- (d) Responsible for budget reporting at **national committee** meetings and annual general meetings;
- (e) Assist the auditor in the preparation of the annual financial statement for presentation at the annual general meeting;
- (f) Recording the proceedings of **national committee**, annual general and special general meetings, and the preparation and despatch of the related minutes to **officers** and **members** as appropriate;
- (g) Preparation and despatch of all outgoing correspondence including, amongst other things, notices and **regulations**;
- (h) Responsible for the effective maintenance of the **institute** records, other than financial records, including, amongst other things, the original master copies of the **constitution**, **regulations**, minutes of meetings, etc.;
- (i) Responsible for the effective maintenance of the **institute** website and other information technology based operations;
- (j) Any other tasks assigned by the **national committee** and accepted by him.

7.2.5 National committee officers

- (a) Attend **national committee** meetings and general meetings;
- (b) Participate in and assist with the general affairs of the **institute** in whatever responsibility may be allocated by the **national committee** and accepted by the **officers**.

7.3 CONFIDENTIALITY AND USER AGREEMENTS

Prior to taking up office all **national committee members** shall sign a **non-disclosure agreement** and any IT, software and/or equipment **user agreements** where the use of such is consequential to fulfilment of their respective responsibilities.

8. REGULATIONS, POLICIES AND CODE OF CONDUCT

- 8.1 In order to effect the requirements of the **constitution** of the **institute**, the **national committee** shall draft appropriate **policies** and **regulations** and a **code of conduct**;

- 8.2 Such **policies, regulations** and the **code of conduct** may be amended by majority vote of members of the **national committee**, where deemed necessary, to ensure the continued and effective management and administration of the **institute** and relevance of the **code of conduct**;
- 8.3 **Policy** and **regulations** that do not facilitate the objectives of the **institute constitution** shall be deemed void and unenforceable;
- 8.4 **Members** shall be provided with a copy of each new or amended **policy, regulation** or **code of conduct** adopted by the **national committee**; which shall be despatched within twenty-one (21) days of adoption by post or electronic means to **members**;
- 8.5 Non-receipt of a **policy, regulation** or code of conduct document by a **member**, shall not invalidate the **policy, regulation** or **code**.

9. MEETINGS, COMMITTEES AND CHAPTERS

9.1 MEETINGS

9.1.1 GENERAL MEETINGS

- 9.1.1.1 The **national committee** shall convene such meetings and / or committees as necessary to ensure the effective management and administration of the **institute**;
- 9.1.1.2 Decisions of committees shall be ratified by the **national committee** in order for such decisions to be those of the **national committee** and thereby binding on the **institute**;
- 9.1.1.3 The rules, procedures and general requirements to be adhered to with respect to **national committee** meetings, appointed committees shall be in terms of the relevant **regulations**.

9.1.2 ANNUAL GENERAL MEETINGS

- 9.1.2.1 An annual general meeting shall be convened prior to the last day of March of each year;
- 9.1.2.2 Notice, venue, chairman, attendance, quorum and rules of procedure including motions, resolutions, voting and minutes shall be subject to the relevant **regulations**.

9.1.3 SPECIAL GENERAL MEETINGS

- 9.1.3.1 A special general meeting of **members** may be convened at any time by the **national committee** for the consideration of a specific matter or matters or on request by any full **member** with at least ten (10) other full **members** signed confirmation;
- 9.1.3.2 Notice, venue, chairman, attendance, quorum and rules of procedure including motions, resolutions, voting and minutes shall be subject to the relevant **regulations**.

9.2 COMMITTEES AND CHAPTERS

9.2.1 COMMITTEES OF THE NATIONAL COMMITTEE

- 9.2.1.1 The **national committee** may convene committees of two or more **members** from time to time to deal with any affairs of the **institute**. At least one (1) **member** of each committee shall be an **officer** and the **national committee** shall officially ratify all decisions of each committee before such can be construed as official **institute policy** or **regulation** or as the case may be;
- 9.2.1.2 The rules, procedures and general requirements to be adhered to with respect to such committee meetings shall be in terms of the relevant **regulations**.

9.2.3 REGIONAL COMMITTEES AND CHAPTERS

- 9.2.3.1 Regional committees and local chapters may be established by the **institute members** subject to approval of the **national committee**;
- 9.2.3.2 Structure, **officers** and election of **officers, terms** of office, chairmen, responsibilities and meetings shall be subject to the relevant **regulations**;
- 9.1.1.3 The rules, procedures and general requirements to be adhered to with respect to regional and chapter committee meetings shall be in terms of the relevant **regulations**.

10. FINANCIAL, ASSETS AND ADMINISTRATION

- 10.1 The objectives of the **institute** together with the management and administration thereof shall be financed through membership fees, reimbursements for use of the **institute** facilities, purchase of **institute** merchandise, attendance of the **institute** functions and courses, levies, fines, contributions, sponsorships and fund raising activities;
- 10.2 Funds, apart from investments, shall be deposited by an **authorised person** into a bank account in the name of the **institute**;
- 10.3 All banking accounts in the name of the **institute** shall at all times reflect the current authorisation names and signatures of the **officers** authorised by the **national committee**;
- 10.4 All funds, fixed property and assets of the **institute** shall be vested in the **national committee** for the time being in trust for the **institute**;
- 10.5 True accounts shall be kept of all moneys received and / or expended by the **institute** and of the assets and liabilities of the **institute**;
- 10.6 The responsible **office bearer** shall administer the funds of the **institute** in accordance with the directions of the **national committee**, as set out in **institute policy** and **regulations**, to which he shall be responsible and accountable, and in accordance with accepted accounting practices;
- 10.7 The controls attached to the operation of the banking accounts of the **institute** shall be as set out in relevant **regulations**.

- 10.8 The **institute** shall not carry on any profit making activities, or participate in any business, profession or occupation carried on by any of its **members**, or provide any financial assistance, premises, continuous services, or facilities to its **members** for the purpose of carrying on any business, profession or occupation by them;
- 10.9 The **institute** shall maintain, at the discretion of the **national committee**, affordable insurance cover to insure against loss of material items by any means, malfeasance on the part of **members** and the cost of any legal proceedings and the consequences thereof, instituted against it or against its **officers** acting on its behalf;
- 10.10 To assist the **national committee** and to provide the **institute** membership and the general public with a physical representative, the **national committee** may, in terms with the budgetary requirements, appoint office staff and voluntary assistants to ensure the effective daily operation of the office of the **institute**;
- 10.11 Persons employed by the **national committee** may be on a casual or permanent basis. The nature of the contract being such deemed most appropriate by the **national committee**;
- 10.12 Appointees shall report to and be the responsibility of the administration and finance **officer** as the case may be;
- 10.13 Prior to taking up employment all staff shall sign a **non-disclosure agreement** and [any IT, software and/or equipment **user agreements** where the use of such is consequential to fulfilment of their respective responsibilities]

11. CONSTITUTIONAL AMENDMENTS

- 11.1 This **constitution** may only be amended after a motion of amendment is presented at a special general meeting convened specifically for such purpose;
- 11.2 Motions to amend the **constitution** shall be in writing and directed to the president of the **institute**;
- 11.3 Where a motion to amend this **constitution** is received prior to a required annual general meeting, or is received in respect of a notice of an annual general meeting, such motion will be presented at that annual general meeting to be set, or for which notification was received, however any proposed amendment arising there from must be proposed as a motion of amendment at a special general meeting to be set, or for which notification was received;
- 11.4 A proposed motion to amend this **constitution**, with or without any amendment shall be presented to the **members** at the **meeting**, in person by the proposer or in the case of the **national committee**, by a delegated **member** of the **national committee**;
- 11.5 Voting on the proposal to amend this **constitution** may take place at the meeting, and/or be by means of post or electronic email, facsimile, or SMS/texting. The method of voting to be used shall be made known to the **members** prior to presentation of the proposal;
- 11.6 Voting to adopt or reject a proposed amendment to this **constitution** shall be on the basis of a two thirds majority of all full **members'** votes cast;
- 11.7 Any amendments to this **constitution** will be submitted to the commissioner for the South African Revenue Service and the Directorate of the Non-profit Organisations Act in their respective prescribed formats.

12. TRUSTEE

- 12.1 In the event that a **national committee** cannot be constituted, a trustee, who shall be the current **institute** president or a full **member** elected at the meeting, or a suitably qualified person authorised by the meeting, shall take over all the functions and powers of the **national committee** for a period of four months;
- 12.2 On expiry of the four (4) month period the trustee shall convene and hold a special general meeting to elect a **national committee**. The trustee may appoint a maximum of four (4) **members** to assist in the discharge of any of the duties involved;
- 12.3 Should a **national committee** not be convened at the special general meeting called for this purpose, then a resolution to dissolve the **institute** shall be automatically effected without the need for a vote on the matter;
- 12.4 The dissolution of the **institute** shall be effected in terms of this **constitution**.

13. DISSOLUTION

- 13.1 The **institute** may be dissolved by a resolution of a special general meeting on the same basis as for an amendment to this **constitution**;
- 13.2 The **institute** shall be automatically dissolved at a special general meeting convened by the trustee, where such meeting failed to form a **national committee**;
- 13.3 a resolution to dissolve shall be immediately followed at the same meeting by a resolution prescribing the terms of winding up the affairs of the **institute**;
- 13.4 the resolution prescribing the terms of winding up the affairs of the **institute** shall be adopted on a simple majority of votes of the **members** present and entitled to vote;
- 13.5 The dissolution of the **institute** shall include the **institute** and any related sub-structures thereof;
- 13.6 The **institute** shall be obliged, upon its dissolution, winding-up or liquidation, to give or transfer its assets remaining after the satisfaction of its liabilities, to some other institute, society or association with objectives similar to those of the **institute**.