

CONSTITUTION OF IOP(SA)

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1. NAME

1.1 The organization hereby constituted will be called:

INSTITUTE OF PLUMBING SOUTH AFRICA

1.2 The shortened name will be IOP(SA) (Herein referred to as the organisation)

2. BODY CORPORATE

The organisation shall:

- Exist in its own right separately from members
- Continue to exist even when its membership changes and there are different office bearers.
- Be able to own property and other possessions.
- Be able to sue and be sued in its own name.

3. OBJECTIVES

The objectives of ~~the Institute~~IOP(SA) are:

- 3.1 To watch over, promote and protect the interests of its members in the Plumbing Industry.
- 3.2 To encourage and promote a regulated plumbing environment through the upholding, upliftment and abiding of the South African plumbing industry installation and product standards be it mandatory or voluntary.
- 3.3 To promote market growth in the plumbing sector of the building industry by co-ordinating endeavours aimed at establishing a wide awareness of ~~the~~-IOP(SA) members and the credibility of the Institute.
- 3.4 To foster and encourage the technical skills and business management ~~education~~ education of all members through all legislated ~~and~~ training and qualification training schemes, and further detailed plumbing education schemes through manufacturers workshops, lectures and group discussions.
- 3.5 To promote to members the application of excellence in work, just and honourable practices in the conduct of business amongst members, consumers and others engaged in the building industry.
- 3.6 To enhance public opinion of the services and value of conducting business with IOP(SA) members.

- 3.7 To co-operate with other bodies, persons or associations in enforcing and giving effect to its objectives.
- 3.8 To promote and identify the need for the national registration of plumbers, in co-operation with the appropriate Government authorities.
- 3.9 To provide ~~the~~ IOP(SA) membership with current local and international plumbing news, together with the activities of similar plumbing associations.
- 3.10 To borrow, invest, lend, subscribe or donate money for the furtherance of the purposes of IOP(SA) and the plumbing industry.
- 3.11 To promote good conduct of members through the administration of the Code of Conduct and Disciplinary Procedure.
- 3.12 To perform such other lawful actions as may be in the interests of the members and the plumbing industry.

3.13 IOP(SA) is committed to fair and equitable treatment of all individuals, companies, organisations and bodies, irrespective of race, gender, religion, sexual orientation or political affiliation. IOP(SA) acknowledges the historical injustices of South Africa's past and is committed to taking a leading role in the transformation of the plumbing industry to reflect the demographics of South Africa

4. MEMBERSHIP CATEGORIES OF IOP(SA)

Membership shall comprise of the following types of members, as defined hereunder:

4.1 **Plumbing Contractor**

Shall mean any legal entity trading as a plumbing contractor who employs one or more PIRB Licensed and registered plumbers. 'Adequate control' shall mean a qualified plumber will ensure the use of competent people that complete installations in line with all the relevant regulations. This shall mean that a member must have 1 licensed plumber for each 5 employed people who are actively working on plumbing installations.

4.2 **Merchant**

Shall mean any legal entity trading in the practice/business of storage, distribution, and/or supply of plumbing products or materials. Where applicable materials in storage/distributed and or supplied must be certified to SANS Standards.

4.3 **Manufacturer**

Shall mean any legal entity trading as a manufacturer of plumbing products or materials. Where applicable plumbing products and materials must be certified to SANS standards.

4.4 **Associate**

Shall mean any legal entity who provides a service either directly or indirectly to the plumbing industry.

4.5 **Honorary Life**

Shall mean membership granted to persons in the recognition of outstanding and meritorious service or assistance rendered in the

promotion of ~~the~~ plumbing industry and/or ~~the Institutes~~IOP(SA)'s aims and objectives. Such members shall have all the rights pertaining to membership except that such members will be exempted from the payment of entrance fees, subscriptions and other dues.

4.6 **Platinum**

Shall mean any of the membership categories applying for this member category and be approved and administered in terms of Annex D.

5 APPLICATIONS FOR MEMBERSHIP

5.1 A candidate for membership shall apply in writing on such form and giving such particulars as may be prescribed by the ~~National Executive Committee~~~~Executive Director~~ from time to time. Such application shall be accompanied by the prescribed entrance fee and subscription for the current year.

5.2 An application for membership of IOP(SA) shall be lodged with the relevant IOP(SA) region and the ~~IOPSA~~IOP(SA) Regions Executive Committee shall approve the applicant's membership with ~~in the~~ 10 working days and/or in the absence~~t~~ there~~of~~ of the Business & Finance committee.

5.3 A member whose membership has been terminated due to non-payment of subscriptions, may, on application for re-admission as a reinstated member, be liable to pay the new members entrance fee in addition to the annual subscription and any arrears or outstanding membership fees.

~~5.43~~ Platinum membership application and criteria is administered in terms of Annex D.

~~5.54~~ The process for granting Honorary Life membership is that a formal request is made by the proposer with motivation in writing to the National Executive Committee. The National ~~Executive e~~Committee will ratify the motivation to be approved by the President, vice President and Treasurer at a National Executive meeting. **The requirements** to be met are that the ~~individual~~ has been an ~~E~~xecutive ~~C~~ommittee member, ~~IOPSA~~IOP(SA) member for more than 20 years and given their time to the Institute and the sector to better the plumbing industry.

6 ALTERATIONS TO MEMBER INFORMATION

Every Member shall notify IOP(SA) National Office in writing of any changes to member's~~s~~hip details including but not limited to change in member name, postal

address, contact details, and/or any other significant changes, within fourteen (14) days of the date on which the change took place.

7 RESIGNATIONS

- 7.1 A member, desirous of resigning membership of IOP(SA) shall advise the National office thereof in writing.
- 7.2 Unless notice of resignation be given before the 30th ~~April~~ ~~March~~ in any particular year, a member, shall be liable for the annual subscription in respect of such year. Until the resignation of a member is noted and accepted, such member shall remain bound to the conditions attaching to membership and no resignations shall take effect until all subscriptions and charges due to ~~the Association~~ IOP(SA) have been paid.

8 INSOLVENCY/ASSIGNMENT

If any member shall become insolvent or bankrupt, he shall automatically cease to be a member of IOP(SA).

9 ENTRANCE FEE AND ANNUAL MEMBERSHIP FEE

- 9.1 Funding of ~~the INSTITUTE OF PLUMBING SA~~ IOP(SA) shall accrue from annual membership fees and entrance fees payable to the National Office by members.
- 9.2 Funding ~~for from~~ membership fees shall be used for the running of National and regional activities and operations.
- 9.3 Funding from PLATINUM ~~SPONSORS~~ members shall accrue to IOP(SA) National Office for the development of membership benefits, projects and services.
- 9.4 The National Executive Committee of IOP(SA) shall from time to time determine the entrance fee and annual membership fees payable by the different ~~classes~~ categories of membership.
- 9.5 ANNUAL MEMBERSHIP FEES are due and payable on the first day of March of any year and must be paid directly into the IOP(SA) National Office banking account.
- 9.6 Members admitted during the financial year shall, upon admission, be liable ~~or for~~ the entrance fee and the annual membership calculated on a pro rata basis in relation to the quarter of admission.
- 9.7 A member whose subscription is in arrears on 30th June of any year shall be suspended from any rights of membership unless the National Executive Committee otherwise decides, but should any member's subscription be in arrears by the 31st July of any year, such member, without prejudice to IOP(SA)'s rights to recover arrear subscriptions,

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shall automatically cease to be a member unless the National Executive Committee determines otherwise.

- 9.8 The National Executive Committee shall have the power to exempt an applicant for membership from the payment of an entrance fee under such conditions as the National Executive Committee may deem fit.
- 9.9 ~~After a Members first year of membership the~~ member may choose to pay their annual membership fee by means of a monthly debit order subject to approval by the National Office of IOP(SA).
- 9.10 Members who choose to pay their annual membership fees by means of a monthly debit order will be liable for all and any cost or charges incurred as result of this method of payment.
- 9.11 The National Executive Committee reserves the right not to allow; or remove any member from/on the debit order method of payment.
- 9.12 ~~The~~ IOP(SA) shall have the right to institute any legal proceedings for the enforcement or recovery of all or any outstanding membership fees or entrance fees or a member.

10 IOP(SA) REGIONS REGIONAL RETURNS

- 10.1 An agreed percentage of the Plumbing Contractors Membership fee for each members received in any month, shall be paid ~~form from~~ IOP(SA) National Account to the relevant regions approved bank account.
- 10.2 The National Executive Committee of IOP(SA) shall determine the percentage as contemplated in ~~43~~10.1.
- 10.3 The National Executive Committee ~~shall have the right to institute any legal proceedings for the enforcement or recovery of all or any Regional returns monies paid to a region if it is found that dishonest and fraudulent activities are taking place with in the region.~~ reserves the right to withhold any regional returns if they believe dishonest and/or fraudulent activities have taken place in the region.
- 10.4 The IOP(SA) National Executive shall have the right to institute any legal proceedings for the enforcement or recovery of all or any Regional returns monies paid to a region if it is found that dishonest and fraudulent activities are taking place with in the region.
- 10.5 All regional returns disbursements shall be subject to the conditional requirements as agreed by the National Executive Committee.

11 MEMBERS REGISTER

A register of all members of IOP(SA) shall be kept by the National Office in such form as may be prescribed from time to time by the National Executive Committee. Such records will be deemed confidential and may not be shared without the member's permission and that of the Executive Director.

12 COMPLAINTS

In the event of a complaint being lodged in writing ~~in-as~~ per Annexure E with the National Office or a Regional Office by a member of the Institute in regard to the conduct of another member or a client of such a member on matters falling within the jurisdiction of IOP(SA), the complaints procedure shall be concluded in terms of **Annex E**.

13 DISCIPLINARY

- 13.1 All members shall make themselves conversant with and shall be bound by; the Constitution, rules, by-laws, regulations, code of ethics, instructions or directives of IOP(SA) and the National Executive Committee, and for the purpose of disciplinary action members shall be deemed to be conversant therewith.
- 13.2 A member may be suspended, fined or expelled as may be determined by the National or Regional National Executive Committee based on the recommendations of the Practice Committee if the member infringes any of the terms of this Constitution, rules, by-laws, regulations, code of ethics, instructions, directives or acts in a manner which is detrimental to the interests of IOP(SA).
- 13.3 The member may have the right of appeal against suspension, fine or expulsion. Notice of any such appeal shall be given to the National or Regional Office in writing within fourteen (14) days after the date on which the decision of the National or Regional National Executive Committee was initially communicated to the member concerned. The member shall have the right to present his appeal personally.
- 13.4 No member may be suspended, fined or expelled unless he has been afforded an opportunity to state his/her case personally at a meeting of the Practice Committee, of which he/~~her~~ has received not less than ten (10) days' notice in writing from the National or Regional Office. The matter with which the member is charged shall be set out in such notice.
- 13.5 A member shall be entitled to call witnesses in support of his case when attending a meeting of the Practice Committee.
- 13.6 Any decision taken by the Practice Committee in terms of this clause shall, whether an appeal has been lodged or not, be subject to ratification within three (3) months by the National or Regional Executive Committee.
- 13.7 Upon expulsion of a member, all moneys due to ~~the Association~~IOP(SA) by such member shall become payable. If payment thereof is not made within fourteen (14) days ~~the Association~~IOP(SA) may take such steps as it deems necessary to secure a settlement.

13.8 Should the member duly summoned fail to appear, the Practice Committee may determine the matter in ~~absent~~the absence of the member.

- 13.9 A member shall be obliged, forthwith, to satisfy any fine imposed, and IOP(SA) shall have the right to institute legal proceedings for the enforcement or recovery of all or any ~~finds~~ fines imposed on any member.
- 13.10 Any technical breach of the observance of the rules and procedures hereby laid down shall not invalidate any act unless substantial prejudice be suffered by the member affected thereby, and no member shall have any claim against IOP(SA) or any of its employees, or a member thereof, for any act performed in good faith.
- 13.11 IOP(SA) reserves its right to notify and publish to all members, and other persons, the reasons and terms of suspension or expulsion.
- 13.12 In the event of the suspension or expulsion of any member, such member shall have no claim against IOP(SA), or any of its members.
- 13.13 A suspended member shall not be entitled to any benefits of membership but shall be answerable for all the obligations of membership. A member may not be suspended for longer than twelve (12) months.
- 13.14 Any member summoned in writing and wilfully failing or refusing to attend any meeting of the Practice Committee or National or Regional Executive Committee, may, for such failure or refusal, forthwith be fined or expelled, upon such terms as the National or Regional Executive Committee may determine.

14 EMBLEM AND REFERENCE TO ~~ASSOCIATION~~ IOP(SA)

- 14.1 On resignation or expulsion the former member must immediately remove from all his property and advertising, any emblem, sign or indication of membership of IOP(SA) and must cease to claim membership of IOP(SA).
- 14.2 Should the removed member fail to do so within thirty (30) days, IOP(SA) reserves its rights to institute legal proceedings for both the misappropriation of the intellectual property as well as the inherent passing off by the former member.

15 OFFICE BEARERS

Election of:

- 15.1 The Office bearers of IOP(SA) ~~Association~~ shall be: President, Vice-President, Immediate Past President and Treasurer and as many additional members as the National Executive Committee may decide from time to time. It is desirable that, if the President is not a practising plumber that the Vice-President shall be.

- 15.2 A Practicing Plumber is ~~be~~ defined as an individual who owns or is in a senior position in a plumbing practice/business and is actively involved in the day to day managing and running of their practice/business.
- 15.3 The Office ~~B~~earers or IOP(SA) shall be elected from the residing National Executive Committee and be ratified at the ~~Annual-Biennial~~ General Meeting,
- 15.4 The Office bearers shall hold office for a two-year period ~~subject to clause 18.11.~~
- 15.5 There shall be no restriction placed on any member on the number of times that they may serve as an ~~O~~ffice ~~B~~earer, providing that they have been officially nominated prior to the ~~Annual-Biennial~~ General Meeting, and are willing to standard as an office bearer.
- 15.6 Nominations for each of the Office ~~B~~earer's position shall be called for 30 days before the Biennial General Meeting and must be in writing, bearing the signature of the proposer and seconder, and must be in the hands of the Executive Director 15 days before the Biennial General Meeting.
- 15.7 The Nominated Executive Member must acknowledge in writing their willingness to stand for office 10 days before the Biennial General Meeting.
- 15.8 In the event ~~of~~ that no nominations are received for any of the positions of Office the National Executive Committee, having satisfied itself that such Office position cannot be fulfil from the residing National Executive Committee, ~~the National Executive Committee~~ may nominate a member or members outside of the National Executive Committee to fulfil the vacant office position.
- 15.9 In the case of more than one (1) member being nominated for an office, a ballot of the National Executive ~~Committee members~~ entitled to vote shall be held for that office and the member who receives the absolute majority, that is, more than the combined votes cast for the other candidates, shall be declared elected. If three (3) or more candidates are nominated for an office and should none of them secure an absolute majority on the first ballot, the candidate receiving the least number shall fall out, and another ballot be taken of the remaining candidates. This process shall be repeated until one (1) candidate receives an absolute majority of the votes cast.
- 15.10 The current President of IOP(SA) shall be entitled to a single vote, and one casting vote if required.
- 15.11 In the event of an Office bearer duly elected being unable to carry out his duties due to death, resignation, removal in terms of clause 20 hereof, or any other reason, the National Executive Committee, having

satisfied itself that such Office Bearer is no longer able to fulfil the duties of his office, shall elect a member of the ~~Association-National Executive Committee~~ to the office in question and the Office Bearer thus elected shall hold office until the next Biennial General Meeting in the same manner as if he had been elected at the previous Biennial General Meeting.

16 DUTIES OF OFFICE BEARERS

The duties of the Office Bearers shall be:-

- 16.1 The President shall preside at all meetings at which he is present. He may, however, delegate this function to any one of the other Officers. He shall conduct meetings in a manner that is effective and valuable to IOP(SA) activities, sign the minutes of the previous meeting after confirmation, sign all documents necessary to give effect to the decisions of the National Executive Committee or a General Meeting of Members, and generally exercise supervision over the affairs of IOP(SA). ~~He shall sign all cheques jointly with the Executive Director or his duly nominated representative.~~
- 16.2 The Vice-President shall exercise the powers and carry out the duties of the President in the absence of the President.
- 16.3 The ~~Honorary~~-Treasurer shall have responsibility for the funds of IOP(SA). Such funds will be handled and invested in accordance with the decisions of the Business and Finance Committee as ratified by the National Executive Committee.
- 16.4 The Treasurer shall, in collaboration with the Executive Director or his duly nominated representative, prepare a statement of the income and expenditure of IOP(SA), together with a balance sheet reflecting the financial position of IOP(SA) as at ~~the 28th (29th) February, (being the financial year end) of the financial year end of~~ the preceding year for submission on a yearly basis to the National Executive Committee and Biennially to the Members at the Biennial General Meeting. He shall have such balance sheet examined and audited by a registered public accountant, appointed by the National Executive Committee, and a copy of such balance sheet shall be available at the National Office to be scrutinized by all members ~~each year.~~
- 16.5 The Treasurer shall, in collaboration with the Executive ~~D~~irector or his duly nominated representative, prepare a financial budget of IOP(SA) National for the National Executive Committee approval at the commencement of each financial year.

17 REMOVAL OF OFFICE BEARERS

- 17.1 Any Office bearer of IOP(SA) may be removed from office or may be deprived of his right to sit on committees and sub-committees by resolution of a Special General Meeting of the National Executive

Committee. The meeting convened in conformity with clause ~~26~~²⁵ and adopted by a ~~—~~majority of two-thirds of the National Executive Committee present and entitled to vote.

17.2 Any office bearer may be removed from office;

17.2.1 If he/she infringes any provision of this Constitution; and/or

17.2.2 If he/she acts in any manner which is detrimental to the interests of IOP(SA).

17.3 The Office bearer named in the resolution above shall have at least seven (7) days' notice of the meeting served on him ~~by registered post in writing.~~

17.4 Such Office bearer shall have the same rights as those conferred on a member in clause ~~13~~⁶.

17.5 If any member of the National Executive Committee ceases to be a member of the National Executive Committee, the powers and duties of the National Executive Committee will not be invalidated because of such vacancy.

18 DUTIES AND KEY PERFORMANCE AREAS OF EXECUTIVE DIRECTOR

18.1 **Job Purpose.** The Executive Director is responsible for the successful leadership, management and core activities of the Institute of Plumbing of South Africa as per a registered Non Profit Employers Organisation., according to the strategic direction set by the Executive and the Constitution of the Institute.

18.2 **Primary Duties and Responsibilities.** The Executive Director shall be responsible and accountable for his responsibilities and primary duties to the Executive of the Institute and in the furtherance of those responsibilities liaise on an ongoing basis with the Office -Bearers of the Institute.

18.3 The Executive Director Primary Responsibilities shall be as indicated in **Annex G:**

19 NATIONAL EXECUTIVE COMMITTEE

Constitution

The National Executive Committee shall consist of the

- The President,
- The Vice-President,
- The Treasurer,
- Immediate past president
- The Chairman of representing regions

~~Marketing & Communication Officer~~

~~Technical Officer~~

~~Training and Qualification Officer~~

~~— Merchant & manufacturer representative~~

- Any member co-opted from Time to Time by the National Executive Committee

20 NOMINATION AND ELECTION OF THE NATIONAL EXECUTIVE COMMITTEE

- 20.1 All ~~IOPSA~~IOP(SA) Regions shall be entitled to appoint not more than one (1) member, to serve on the National Executive Committee of ~~IOPSA~~IOP(SA).
- 20.2 Ratification of the National Executive Committee shall take place at the ~~Biannual~~Biennial General Meetings of ~~IOPSA~~IOP(SA).
- 20.3 Committee members are expected to attend all National Executive meetings, apologies for non-attendance shall be addressed to ~~the~~ Executive Director at least two days prior to a National Executive meeting.
- 20.4 A member of the National Executive Committee who absents themselves without leave from two consecutive meetings of the National Executive Committee without valid reasons shall, subject to the discretion of the Executive, cease to be a member thereof.
- 20.5 A member of the National Executive Committee must not use their positions and/or knowledge gained through their relationship with IOP(SA) for private or personal gain, or in such a manner that a conflict or an appearance of conflict arises between IOP(SA) interests and their personal interests.
- 20.6 Where a conflict of interest cannot be avoided by Members they must immediately disclose the nature of the conflict to the Chairperson and must excuse themselves from any related decision making. All such disclosures made to the President ~~and~~ must be recorded in writing, together with the decision taken on the recusal and the motivation therefore.

~~20.7 Marketing, Communication Office, Technical Officer, Training and Qualification Officer and Merchant & manufacturer representative National committee members shall be elected by the President, Vice president, past president, Honorary treasurer and Executive Director and approved by the Regional chairman and business and finance committee.~~

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21 POWERS AND RESPONSIBILITIES OF NATIONAL EXECUTIVE COMMITTEE

The National Executive Committee will have the power to regulate its own proceedings and is entrusted with the following specific powers, subject to the general direction and control of Meetings and in terms of the provisions of this Constitution:

- 21.1 Appoint a firm of certified Auditors to prepare annual Financial Statements for members.
- 21.2 To acquire either by purchase, lease or otherwise, any movable or immovable property and also to sell, let, mortgage or otherwise deal with or dispose of same, or any other assets, belonging to IOP(SA) or to use such property or assets for such purposes as ~~the members may approve~~ may be needed.
- 21.3 To oversee and approve the appointment of senior staff ~~appointments~~ of IOP(SA), and to determine their duties
- 21.4 To regulate the form of procedure at meetings of the Committee.
- 21.5 To expel or suspend any member from membership, or fine any member, or both fine and suspend, or both fine and expel any member, and to totally or partially rescind or vary any penalty imposed.
- 21.6 To regulate the admission of visitors to National Executive Committee meetings.
- 21.7 To take custody of the funds and other property of IOP(SA) and the delegation to such of the National Executive Committee as may be decided upon from time to time, the power to sign and endorse cheques, transfers and all powers of attorney, agreements, negotiable instruments and other documents on behalf of IOP(SA).
- 21.8 To apply the funds in payment of the Agents and servants of IOP(SA), and for the promotion of the objectives of IOP(SA), or for any purpose in connection with same.
- 21.9 To appoint among themselves or co-opt persons to committee or to represent IOP(SA) on external bodies or committee and to delegate any of their powers to such Committees or persons which shall report back to the National Executive Committee for confirmation unless otherwise specifically decided.
- 21.10 To take professional advice on legal or other matters, and to institute or defend legal proceedings on behalf of IOP(SA) or, in the case where a member personally is involved in litigation on a matter which is of general interest to the members of IOP(SA), to make a contribution of money towards the legal costs of such member.
- 21.11 To do, subject to the rules and regulations for the time being in force, all other things which they may consider conducive to the interests or good management of IOP(SA) or the promotion of its objectives.
- 21.12 To establish and dissolve Regional Branches on such conditions as it may determine.

- 21.13 To recover subscriptions, fines and levies by legal proceedings and enforce all penalties imposed.
- 21.14 To open and operate the banking account/s of IOP(SA) and to control its finances.
- 21.15 May propose resolutions to change the IOP(SA) Constitution, as may be necessary from time to time, provided that such changes are approved or rejected by the members at a Special Meeting or the next Biennial General Meeting ~~of the Institute.~~
- 21.16 To do all matters not specifically provide for in this Constitution as the National Executive Committee may determine, subject to confirmation or otherwise, at the first Biennial Meeting following the decision of the Committee.
- 21.17 To constitute a board of arbitration for the settlement of disputes between members.

22 Meetings of National Executive Committee

- 22.1 Meetings of the National Executive Committee shall be held at least twice a year, at such time and place as may be decided upon by the President and the Executive ~~D~~irector of IOP(SA).
- 22.2 Special Meetings may be called by the President and the Executive Director of ~~the Association~~IOP(SA) when deemed necessary, and shall be called by written request of not less than three (3) members of the National Executive Committee, which request shall state the nature of the business to be transacted and the motivation for the meeting.
- 22.3 Quorums for meetings of the National Executive Committee shall be ~~7~~ 50% of the elected committee plus one, of which 4 ~~of the seven~~ must be ~~R~~regional ~~C~~hairman representatives. If within thirty (30) minutes of the time fixed for any meeting a quorum is not present, the meeting shall stand adjourned, to such other date as the Officers may determine and at such adjourned meeting the members present shall form a quorum.
- 22.4 The meetings of all Committees shall be strictly private and any member who violates the secrecy of any meeting, or makes known the business transacted or discussed thereat without the permission of such Committee may be dealt with in terms of clause ~~17~~20.
- 22.5 All matters for decision by the National Executive Committee shall be decided by the majority vote of the persons present and shall be executed by a show of hands, provided that a secret ballot is not requested ~~ed~~ by three or more Committee members. The National Executive

Committee may at its discretion introduce a digital voting procedure provided that said procedure does not conflict with this Constitution.

22.6 The ~~Executive director~~ National Secretary shall keep minutes of all National Executive Committee meetings, which shall always be termed confidential and not for publication.

22.7 Minutes of National Executive Committee meeting shall be circulated to all members within 30 days after a meeting.

22.8 All nominated National Executive Committee members shall have one vote, with the exception ~~of being~~ that in the case of a split ~~note~~ vote, the President/Chairman may have the casting vote.

~~22.9 All person co-opted to National Executive Committee shall have no vote.~~

23 IOP(SA) Committees

23.1 IOP(SA) shall have and maintain the following National standing committees:-

- ~~Marketing & Communication~~
- ~~Technical~~
- ~~Training and Qualification~~
- ~~Merchant & Manufacturers~~
- Practice
- Business & Finance

23.2 The National Executive Committee may at any time establish an ad hoc committee for such period and for such purposes as it may require

23.3 Each and all Committees represented in IOP(SA) are free to meet separately to confer and discuss any business or matter that particularly affects their respective committees, provided always that the interests of IOP(SA) as a whole must remain paramount, and that the rules, protocols and authority of IOP(SA) and the National Executive Committee are not infringed or impaired thereby.

23.4 Committees of IOP(SA) shall not be entitled to conduct any negotiations with any outside person or body or pledge IOP(SA) to any policy, conditions or expenditure, except with the approval of the National Executive Committee or if mandated by the National Executive Committee to do so.

23.5 IOP(SA) committees may on own accord consult with any expertise in a specific field for a specified time and specified task to enhance the workings of the standing-committee.

24 IOP(SA) BUSINESS AND FINANCE COMMITTEE

- 24.1 After the Biennial election of the National Executive Committee the Executive shall vote in a Business and Finance Committee consisting of a maximum of five (5) Members.
- 24.2 Business and Finance Committee will consist of the President, the Treasurer, the Executive Director (who will be a non-voting member) and 2 other committee members.
- 24.3 The Business and Finance Committee will meet as required between meetings of the National Executive Committee and will have the power to regulate its own proceedings in accordance with the constitution of IOP(SA).
- 24.4 A Member of the Business and Finance Committee shall hold office for a period of two (2) years only.

25 FUNCTIONS OF THE BUSINESS & FINANCE COMMITTEE

- 25.1 Subject to the directions of the National Executive Committee, the Business and Finance Committee is responsible for the supervision and control of the everyday management and administration of the IOP(SA).
- 25.2 Without limiting its functions, the Business & Finance Committee must:
 - 25.2.1 Supervise the proper management of all financial matters and make decisions on these matters;
 - 25.2.2 Authorise the expenditure of monies as required for the conduct and purposes of IOP(SA).
 - 25.2.3 Administer the property and advise on the investment of the funds of the IOP(SA).
 - 25.2.4 ~~Approve the payment of any funds from the Trust fund of IOP(SA), at the direction of the National Executive Committee.~~ Set authority levels for the Executive Director within which he can make day to day operational and financial decisions.
 - 25.2.5 Coordinate and supervise the implementation of the policies of the National Executive Committee;
 - 25.2.6 Monitor national policy issues and developments and make recommendations on the adoption of policies by the National Executive Committee;
 - 25.2.7 Manage Staff employment issues including approval of staff appointments ;
 - 25.2.8 Determine budgets and business plans;
 - 25.2.9 Monitor the relations and interactions of IOP(SA) with various organisations representing the Plumbing Industry; and

25.2.10 Perform any other function or duty, delegated to it by the National Executive Committee or conferred by this Constitution.

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- 25.3 The Business and Finance Committee will be subject to the control of the National Executive Committee and will make regular reports on its activities to the National Executive Committee.

26 BIENNIAL AND SPECIAL MEETINGS

- 26.1 The ~~Annual-Biennial~~ General Meeting of ~~the Association~~ IOP(SA) shall be held every 2 years in the month of May each year, or as soon as possible thereafter.
- 26.2 The ~~Annual-Biennial~~ General Meeting shall provide for but not limited to:
- 26.2.1 The President Report of the activities of the National Executive Committee during their term of office
 - 26.2.~~26~~ The adoption of audited accounts.
 - 26.2.~~37~~ The appointment of Auditors
 - 26.2.~~48~~ Confirm changes or amendments to the Constitution that may have been proposed by the National Executive Committee during their term of office.
 - 26.2.~~59~~ Ratification of the Elected President, Vice President and Treasurer.
 - 26.2.~~64~~0 Ratification of the Elected Chairman to sServe on the National Executive Committee.
 - 26.2.~~74~~4 Ratification of the Marketing, Technical, Training and Qualification Officer and Communication officer.
- 26.3 A special meeting may be called by the National Executive Committee to, but not limited to, approve an urgent proposed amendment of the Articles of the Constitution or approve extraordinary matters outside the current Articles of Constitution.
- 26.4 The President, or in his/her absence the Vice-President, when receiving a written petition, and signed by at least 25 (twenty five) members of IOP(SA) or the majority of the National Executive Committee, convene a Special Meeting of ~~IOPSA~~ IOP(SA).
- ~~26.5 The National Executive Committee shall within 30 days of~~
- 26.~~56~~ Not less than ~~seven-twenty one~~ (21) days before the Biennial General Meeting and not less than thirty (30) days before any Special meeting of IOP(SA) the Executive Director shall advise each member by way of a notice giving the date, hour and place of the meeting and the subjects to be discussed.
- 26.~~67~~ The notices of any special meeting shall contain a clear exposition of the reason(s) for the convening of the meeting and the matter(s) to be dealt with there at.
- 26.~~78~~ The President, or in his/her absence, the Vice President shall chair all Biennial and Special ~~G~~general meetings. In tThe absence ~~t~~ of the President and the Vice President, another eOffice ~~B~~earer will preside at such meetings. The presiding officer at any meeting shall confine the

proceedings to the matters set out in the agenda of such meetings and shall have the casting vote in case of an equality voting.

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26.89 Twelve (12) members shall form a quorum at Biennial General and Special Meetings subject to clause 34. If within thirty (30) minutes of the time fixed for any meeting a quorum is not present, the meeting shall stand adjourned to the date and time as the Officers may determine, and at such adjourned meeting, of which notice shall have been given, the members present shall form a quorum.

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26.940 Any member may not less than seven (7) days before any Biennial General and/or special Meeting under written notice, require the Executive Director to place any additional matter on the agenda for the meeting and to notify the members thereof. Any matter of importance not on the agenda, may, however, be brought before a Special meeting by permission of a majority of the members present at such meeting.

26.140 Except where otherwise specifically provided for, voting on all matters shall be by majority, and shall take place by show of hands, provided that a secret ballot of the members present shall be taken at the request of three or more members.

26.112 All paid up Members will be entitled to one vote per firm, partnership or company as the case may be at any biennial general meeting or other special meeting of the IOP(SA).—If more than one (1) member of a firm, partnership or company vote at such meeting, all their votes shall be null and void.

26.123 Associate and Honorary Life members shall have no vote, unless they are an active serving member of the National Executive Committee.

26.134 The proceedings at any particular meeting shall not be invalidated solely on the ground that notice has not been sent to or received by all members of IOP(SA) or that the terms of the notice were inadequate in stating the business of the meeting.

26.145 Secret Ballots shall be conducted in the following manner:

26.145.1 Two (2) scrutineers shall be appointed by the Biennial General or Special Meeting to supervise any ballot and to ascertain the result thereof.

26.145.2 The issue to be voted upon shall be set forth clearly on the ballot papers and such papers shall not contain any information by means of which it will be possible to identify the voter.

26.145.3 Each member, in the presence of the Scrutineers, be issued with one (1) ballot paper which he/she shall thereupon complete, fold and deposit in a container provided for the purpose.

26.145.4 Ballot boxes shall be inspected by the Scrutineers and sealed by the Executive Director in their presence prior to the issue of ballot papers.

26.1~~45~~.5 Ballot papers shall not be signed or marked in any way _____
_____ apart from the mark required to be made by a member in _____
_____ recording his/her vote. Papers ~~veering with~~ any other marks _____
_____ shall be regarded as spoilt and shall not ~~be~~ counted.

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26.1~~45~~.6 On completion of a ballot or as soon as possible thereafter the result thereof shall be ascertained by the Scrutineers appointed and made known to the National Executive Committee or the members present at the vote.

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26.1~~45~~.7 ~~Ballot papers including spoilt papers, shall be placed in a container which shall be sealed after they have been counted and retained by the Executive Director for not less than three (3) years. The results of the secret ballot will be recorded by the National Secretary and signed by the scrutineers and the Chairman of the meeting.~~

27 PRACTICE COMMITTEE

27.1 The Practice Committee shall be constituted of at least four (4) individuals from the following:

27.1.1 The President, vice President & Treasurer of ~~the Association~~ IOP(SA);

~~27.1.2 Past Presidents of the Association; and~~

27.1.~~23~~ Members co-opted by the President.

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27.2 Any alleged breach of this Constitution shall be referred to the Practice Committee which shall make a finding after consideration of all relevant information placed before the Committee. Should the Practice Committee find that a breach of this Constitution was committed it may recommend a penalty as provided for in this Constitution which shall be ratified by the Executive Committee.

28 REGIONAL BRANCHES

28.1 Members in each province, may form a Regional Branch with a Regional Executive Committee.

28.2 A Regional Provincial Branch shall deal with provincial matters only, provided always that the interests of IOP(SA) remains paramount.

28.3 Provincial Branches shall not be entitled to conduct any negotiations with any outside person or body or pledge IOP(SA) to any policy, conditions or expenditure, except with the approval of the National Executive Committee.

28.4 The operation~~al~~ duties and organisation of Regional Offices~~s~~ will be concluded in terms of the Regions and Chairman guide Annex A.

29 AMENDMENTS TO THE CONSTITUTION

29.1 This Constitution may be altered, added to or amended by the votes of three-fourths of the members present at a Biennial General or Special

Meeting of which not less than twenty one (21) days' notice has been given, with a statement of the specific alterations, additions or a amendments, which it is proposed to make, provided, however, that such notice may be dispensed with if three-fourths of the members present at any meeting consent to such procedure.

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29.2 No defect in any of the provisions of the Constitution shall invalidate the remainder of the Constitution, and any provision of whatsoever description found to be inoperative shall not invalidate the remaining provisions which shall in that event constitute the Constitution of IOP(SA).

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29.3 No defect arising from bona fide error in the appointment of any member, official, committee member, or officer, shall invalidate proceedings in which such member takes part and IOP(SA) and all members shall be bound by any decision notwithstanding such defect. Any technical breach of the observance of the rules and procedure or Constitution shall not invalidate any act unless substantial prejudice is suffered by the person affected thereby.

29.4 All changes to this Constitution shall be submitted to the relevant Authorities.

30 INDEMNIFICATION

30.1 No member shall have any claim of whatsoever nature and howsoever arising against IOP(SA).

30.2 No member shall have any claim of whatsoever nature and howsoever arising against any Office Bearer, Committee Member or employee of IOP(SA) unless such claim arises from dishonesty, fraud, breach of trust, wilful default or wilful breach of duty.

30.3 The President, Vice-President, Treasurer, Past President's, Executive Director and any Manager, Secretary, Committee Member or other office bearer or employee of IOP(SA) shall be indemnified and held harmless by IOP(SA) against, and it shall be the duty of the National Executive Committee to pay out of the funds of IOP(SA) all costs, losses and expenses which any such Officer, Committee Member, or employee may incur or become liable to pay by reason of any contract entered into, any act or omission done or omitted to be done by him in the discharge of his duties or in his capacity as such Officer or employee; provided that the indemnity provided herein shall not apply to any costs, losses or expenses attributable to the dishonesty, fraud, breach of trust, wilful default or wilful breach of duty of any such Officer, Committee Member, of employee.

30.4 The President, Vice-President, Treasurer, Past President's, Executive Director any other office bearer or employee of ~~the Association~~ IOP(SA) shall not be liable for any act or omission or any other ~~Office Bearer,~~

~~C~~committee ~~M~~member, or employee of IOP(SA); or any loss or expense suffered by IOP(SA) in consequence of any absence of, or any defect in any title to any property acquired by order of the National Executive Committee for or on behalf of IOP(SA); or for any absence of or defect in, any security upon which any of the monies of IOP(SA) shall be invested; or for any loss or damage arising from the insolvency or delictual act of any person with whom monies, securities or assets shall be deposited; or for any loss or damage occasioned by any error of judgement or oversight on the part of such officer, Committee Member, or employee; or for any loss or damage occasioned by any advice given or recommendation made by such officer, Committee Member, or employee; or for any other loss, damage or misfortune of whatever nature which shall happen in or in relation to the execution of his office or employment unless the same be attributable to his own dishonesty, fraud, breach of trust, wilful default or wilful breach of duty.

31. DISSOLUTION

31.1 Should it be necessary to dissolve the affairs of the Institute of Plumbing SA, the decision shall be taken at a Special meeting of the Institute where at least two thirds of the membership of members present must vote in favour of dissolution.

31.2 Such meeting to be called for that purpose on not less than one month's notice.

31.3 For the purposes of this section a quorum will be seventy five percent (75%) of members.

31.4 The assets remaining after payment of all debts and liabilities of ~~the Institute,~~ IOP(SA) shall be transferred to an Association in South Africa with similar objectives as those of IOP(SA), which shall be registered with the South African Receiver of Revenue as a non-profit making company and which is exempt from income tax.

31.5 ~~In~~ the event of dissolving the affairs of ~~the Institute~~ IOP(SA), under no circumstances will the assets be distributed to the members of IOP(SA).

32 RIGHTS TO AND DISTRIBUTION OF ~~THE ORGANISATION~~ IOP(SA)'S PROPERTY AND INCOME

32.1 ~~The Organisation~~IOP(SA)'s income and property are not distributable to the members or ~~Office-~~Bearers, except as reasonable compensation for services rendered.

32.2 Members or ~~e~~Office ~~B~~earers have no rights in the property or other assets of ~~the organization~~IOP(SA), solely by virtue of their being members or ~~Office~~Bearers.

33 LIMITATION OF LIABILITY

Members ~~of~~ ~~Office~~Bearers do not become liable for any obligations and liability of ~~the organisation~~IOP(SA) solely by virtue of their status as members or ~~Office-~~Bearers of ~~IOP(SA)~~the organisation.

ANNEXURES:

ANNEX A – Regional Offices and Chairman's Guide

- ANNEX B – Disciplinary Procedures and Code of Conduct**
- ANNEX C – Marketing and Communication Policy**
- ANNEX D – Platinum Membership Policy**
- ANNEX E – Complaints policy and procedure**
- ANNEX F – Debt Policy and Procedure**
- ANNEX G – Executive Director Duties and Responsibilities**
- ANNEX H – Banking Policy and Procedure**
- ANNEX I – Practice Committee Policy and Procedure**

This constitution along with the enclosed Annexure A to I was approved and accepted by Members of Institute of Plumbingers South Africa at a special general meeting held on _____ 2016.

President

Vice-President

National Treasurer