

# ReLPAG

*Recognition of Life Long Learning  
in Psychology Action Group*

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## CONSTITUTION

of the  
VOLUNTARY ASSOCIATION  
known as

## ReLPAG

*(Recognition of Life Long Learning  
in Psychology Action Group)*

## INDEX

Clause	Heading	Page
1	THE ASSOCIATION	1
2	DEFINITIONS AND INTERPRETATION	1
3	OBJECT OF THE ASSOCIATION	2
4	ASSOCIATION FUNDS	2
5	ASSOCIATION POWERS	3 – 4
6	THE MEMBERS	5 – 6
7	MANAGEMENT COMMITTEE	6 – 7
8	MANAGEMENT COMMITTEE MEMBER VACATING OFFICE	7
9	PROCEDURE AT MANAGEMENT COMMITTEE MEETINGS	8
10	GENERAL MEETINGS	9 – 10
11	NOTICES	10 – 11
12	BOOKS OF ACCOUNT AND ANNUAL FINANCIAL STATEMENTS	11
13	SIGNATURES	11
14	LEGAL STATUS, CONTRACTS AND LEGAL ACTION	11
15	AREA OF OPERATIONS	12
16	AMENDMENTS TO CONSTITUTION AND DISSOLUTION	12
17	INDEMNITY	12
18	MANAGEMENT COMMITTEE DISCRETION	13
19	FINANCIAL YEAR	13
20	POTENTIAL PUBLIC BENEFIT ORGANISATION	13
	SCHEDULE "A" - GENERAL INVESTMENT AND ADMINISTRATIVE POWERS	14 – 16

## 1. THE ASSOCIATION

1.1. A Voluntary Association, or *Universitas*, is hereby established under the name of:

**Recognition of Life Long Learning in Psychology Action Group (“ReLPAG”)**

to pursue the Object, and conduct its affairs in accordance with the terms and conditions, set out in this Constitution.

1.2. The Association will continue for an indefinite period, subject to the right of the Members to terminate it in accordance with Clause 16.

## 2. DEFINITIONS AND INTERPRETATION

In this Constitution, unless the context clearly indicates otherwise:

2.1. “*the Association*” means the Voluntary Association or *Universitas* referred to in Clause 1.1.

2.2. “*the Association Funds*” means the capital and accumulated income under administration by the Management Committee from time to time.

2.3. “*the Commissioner*” means the Commissioner for the South African Revenue Service.

2.4. “*the Initial Donor*” means Dr. Jacobus Scholtermeyer.

2.5. “*Management Committee*” means the persons elected and appointed as the members of the Management Committee, namely the executive body of the Association, and the persons elected and appointed as their successors (or as co-opted members) from time to time.

2.6. “*the Members*” means the persons admitted to Membership of the Association from time to time in terms of this Constitution.

2.7. “*Practitioner*” means any person who is registered with the Health Professions Council of South Africa as a psychologist or registered counsellor.

2.8. “*the Republic*” means the entire Republic of South Africa.

2.9. The masculine includes the feminine, and the singular includes the plural, and references to persons include juristic persons, and *vice versa* in all cases.

- 2.10. Reference to any statutory provision includes a reference to that provision as modified, amended, extended, replaced or re-enacted from time to time.

### **3. OBJECT OF THE ASSOCIATION**

The Association has been established as an institution with the Object of ensuring that new formulations of professional scopes of practice are done in accordance with national educational policy principles, especially Recognition of Prior Learning and fairness to those who have been trained and are practising accordingly to previously accepted scopes of practise, by –

- 3.1. Monitoring the statutory, regulatory and funding framework within which practitioners practice their profession for any changes or acts that may have the potential to impact on practitioners, the practice of their profession and their livelihoods;
- 3.2. Communication of any such changes noted to members of the Group;
- 3.3. The encouragement and facilitation of open and transparent communication amongst practitioners practicing in the Republic of South Africa;
- 3.4. Collaboration and co-operation with like-minded organizations and individuals that subscribe to similar ideals, goals and objectives as this Group on a regional and national basis in the pursuit of a just and equitable dispensation for practitioners;
- 3.5. The promotion of dialogue with other organizations involved in the mental health sector;
- 3.6. The collective expression of the Group's members' opinions and requests regarding the scope and practice of their profession to any statutory, regulatory or funding body, or any other person or organization as may be appropriate in the protection of the members' best interests.

### **4. ASSOCIATION FUNDS**

- 4.1. The initial Funds of the Association will be the initial donation of R100.00 (One Hundred Rand) to be made by the Initial Donor on the date of adoption of this Constitution.
- 4.2. The Association Funds may be increased by –
  - 4.2.1. Capital accruals and accrued and undistributed income;
  - 4.2.2. All and any further amounts or assets (including movable and immovable property) which may from time to time become payable or transferable to the Association by way of donation, purchase, cession or in any other lawful way.

## 5. ASSOCIATION POWERS

- 5.1. In order to achieve the Object of the Association, the Management Committee is hereby vested with a complete and unfettered discretion as to the manner in which it deals with, uses and applies the assets which make up the Association Funds in pursuing the Object of the Association, subject to the limitations implicit in the Object and the further terms and conditions of this Constitution.
- 5.2. Therefore, the Management Committee will have all those powers that it requires to administer the Association Funds and to pursue and achieve the Object of the Association. Without limiting their general nature, those powers will include –
  - 5.2.1. The General Investment and Administrative Powers set out in Schedule "A".
  - 5.2.2. The following special powers, which the Management Committee may exercise in any manner it believes is appropriate, in its sole and absolute discretion –
    - 5.2.2.1. To establish separate parts of the Association Funds, with distinct objects and purposes, in implementation of the terms of this Constitution, and, if deemed appropriate for administrative, fiscal or other reasons, to keep separate books and to account separately in respect of each discrete part of the Association Funds.
    - 5.2.2.2. Subject to the provisions of clause 16, to determine whether the name of the Association should be changed, whether its Object should be amplified, whether the terms of this Constitution should be otherwise amended, and whether the Association should be wound up or dissolved.
    - 5.2.2.3. To solicit and accept, at its discretion, additional donations and contributions for the Association, provided that –
      - 5.2.2.3.1. All donations accepted must be subject to the applicable terms of this Constitution, and must not –
        - 5.2.2.3.1.1. be unilaterally revocable at the instance of the donor concerned; or
        - 5.2.2.3.1.2. seek to impose conditions on the Association which are inconsistent with the terms of this Constitution.

- 5.2.2.3.2. If a donation is offered for a specific purpose which cannot be implemented, or which would be in conflict with the Object or the other terms of this Constitution, the Management Committee must refuse or refund the donation, as the case may be.
- 5.2.2.3.3. All donations or contributions collected in foreign countries must be received in the Republic.
- 5.2.2.4. To amalgamate with any other voluntary association, trust, non profit company or other body having objects the same as or similar to the Object of the Association, and in implementation of such amalgamation –
  - 5.2.2.4.1. to acquire by donation, purchase or otherwise, all or any part of the property, assets, liabilities and commitments of the other body;
  - 5.2.2.4.2. to transfer all or any of the property, assets, liabilities and commitments of the Association to the other body.
- 5.2.2.5. To pay any amount of the Association Funds to another similar voluntary association, trust, non profit company or other body, on condition that this body undertakes to use these Funds in accordance with the Object of the Association, and in a manner approved of by the Management Committee.
- 5.2.3. The power generally to do all things which are incidental or conducive to achieving the Object of the Association.
- 5.2.4. It is further recorded that the Management Committee's duties shall include –
  - 5.2.4.1. to guide the Association's affairs, and to conduct its relations with professional bodies, the public and the State;
  - 5.2.4.2. to take such steps as are necessary to implement policy decisions embodied in resolutions adopted by the Members in General Meeting;
  - 5.2.4.3. to guide the Association's structures in the implementation of policy and the conduct of the Association's affairs to as to further the Object of the Association;
  - 5.2.4.4. to regularly inform the Members regarding all matters pertaining to the achievement of the Object of the Association.

## 6. THE MEMBERS

- 6.1. Members of the Association may only be natural persons who –
  - 6.1.1. are registered practitioners permanently residing or practising in the Republic of South Africa; or
  - 6.1.2. are active in the field of research in psychology within an academic setting
- 6.2. Members may be admitted from time to time at the sole discretion of the Management Committee, subject to due compliance with such application formalities and terms and conditions of membership (including payment of any membership fees) which the Management Committee may stipulate from time to time at their sole discretion.
- 6.3. To protect the identity and privacy of our members, the personal information of members (including members of the Management Committee and other office bearers), as well as all communications between ReLPAG and its members, will be kept confidential. Personal information includes, but is not limited to, the following: Identifying information about the member; including name, address, telephone number, e-mail address, and any personal identification number.
  - 6.3.1 ReLPAG will only disclose members' personal information:
    - 6.3.1.1.1 Where the Association has a duty to disclose in terms of law; and/or
    - 6.3.1.1.2 Where the Association believes it is necessary to protect member's rights.
  - 6.3.2 By joining ReLPAG, member's agree to abide by the following provision:
    - 6.3.2.1.1 All communication between ReLPAG and its members are confidential;
    - 6.3.2.1.2 Members' personal information will not be disclosed to a third party without ReLPAG's knowledge.
- 6.4. Despite anything to the contrary contained in this Constitution, Membership of the Association may be suspended or cancelled at the entire discretion of the Members of the Association in General Meeting. It is expressly stipulated that –
  - 6.4.1. No Member nor the Association may be required to give reasons for, or to justify, their decisions with respect to cancellation or suspension of Membership, except to the Member/s concerned.

6.4.2. Prior to the adoption of any resolution for the suspension or cancellation of Membership, a Member facing possible suspension or cancellation must first be afforded a reasonable opportunity of hearing and responding to the reasons for the proposed suspension or cancellation, before the Members in General Meeting or a person or committee (comprising at least 2 (two) Members) appointed by the Members for that purpose.

6.5. No resolution referred to in clause 6.4 concerning the suspension or cancellation of Membership will be of force or effect unless adopted by a  $\frac{2}{3}$ <sup>rds</sup> (two-thirds) majority of the Members present at a duly convened and quorate General Meeting, except that such a resolution may be adopted in the manner referred to in clause 10.6.

6.6. No Members shall be held personally liable for any of the debts or obligations of the Association.

## **7. MANAGEMENT COMMITTEE**

7.1. As appears from clause 5 above, all executive powers of the Association will vest in the body to be known as the Management Committee, which will be entitled to act on behalf of the Association in all matters effecting the conduct of its affairs, in furtherance of its powers and Object, and subject to the terms of this Constitution.

7.2. The Management Committee must comprise at least 3 (three) and not more than 9 (nine) members, who must be natural persons and Members of the Association. The members of the Management Committee must elect the following office-bearers from their number –

7.2.1. a Chairperson;

7.2.2. a Vice chairperson/ Convener; and/or

7.2.3. a Treasurer; and/or

7.2.4. a Secretary; and/or

7.2.5. Additional members.

7.3. The members of each Management Committee will be elected and appointed at the Annual General Meeting, and will hold office for a period of 3 (three) years.

7.4. Management Committee members will at all times be eligible for re-election.

7.5. In the event of a position on the Management Committee falling vacant for any reason whatsoever, the Management Committee, by resolution adopted by a majority of at least  $\frac{2}{3}$ <sup>rds</sup> (two-thirds) of its remaining members, may (and if the vacancy reduces the number of the Management Committee members to less than the minimum stipulated in clause 7.2, must co-opt a person/s whom they regard as suitably qualified, to fill the vacancy/ies.



- 7.6. The Management Committee, by resolution adopted by a majority of at least  $\frac{3}{4}$  (three-quarters) of its members in office from time to time, will be entitled to remove any of its members, whether elected or co-opted; and if the Management Committee decides this is appropriate or necessary, it may co-opt another person in his or her place. The Management Committee will not be obliged to furnish reasons for or to justify its decision/s regarding removal and co-option, except to a member removed and to the Members of the Association, provided that the Management Committee must, prior to adopting any resolution for removal, afford the member/s facing possible removal a reasonable opportunity to hear and respond to the reasons for the proposed removal, before the Management Committee or a person or sub-committee appointed by the Management Committee for that purpose.
- 7.7. All members of the Management Committee as at the date of the adoption of this Constitution, shall remain elected to the Management Committee for a period of not more than 6 (six) years after the adoption of this Constitution, after which time, a new Management Committee shall be elected.
- 7.8. The members of each Management Committee as at the date of adoption of this Constitution are those natural persons whose names appear on Schedule B to this Constitution

#### **8. MANAGEMENT COMMITTEE MEMBER VACATING OFFICE**

The office of member of the Management Committee will be vacated if a member –

- 8.1. resigns; or
- 8.2. becomes unfit to act or incapable of acting as such; or
- 8.3. becomes insolvent, is provisionally or finally sequestrated, is placed under an administration order, or assigns his or her estate for the benefit of or compounds with his or her creditors; or
- 8.4. would be disqualified, in terms of the Companies Act or equivalent legislation in force from time to time, from acting as a director of a company; or
- 8.5. is removed in terms of a resolution duly passed in accordance with Clause 7.6; or
- 8.6. is convicted of an offence listed in Schedule 1 or Schedule 2 to the Criminal Procedure Act, No. 51 of 1977.

## 9. PROCEDURE AT MANAGEMENT COMMITTEE MEETINGS

The Management Committee may conduct its meetings and regulate its proceedings as it finds convenient, provided that –

- 9.1. the Chairperson must chair all meetings of the Management Committee which he/she attends. In the absence of the Chairperson, the remaining members of the Management Committee must elect a person to chair the meeting from their number.
- 9.2. the Chairperson may at any time convene a meeting of the Management Committee, and must on the request of any 1 (one) member of the Management Committee convene such a meeting.
- 9.3. the quorum necessary for the transaction of any business by the Management Committee will be 3 (three) members.
- 9.4. at meetings of the Management Committee each member will have 1 (one) vote.
- 9.5. questions arising will be decided by a majority of votes. In the event of an equality of votes the Chairperson will not have a casting or second vote.
- 9.6. proper minutes must be kept of the proceedings of the Management Committee, and a record of the persons present at each meeting. The minutes must be signed by the Chairperson or the other member who chairs the meeting, and must be available at all times for inspection or copying by any member of the Management Committee, and on 2 (two) days' notice to the Secretary or his/her deputy, by any Member of the Association.
- 9.7. the Management Committee may delegate any of its powers and prerogatives to an executive member, or to a special purpose committee, employee or agent as it decides is appropriate. The member, committee, employee or agent to which/whom such delegation is made must, in the exercise of the relevant functions, conform to any regulations and procedures that may be stipulated by the Management Committee from time to time.
- 9.8. despite anything to the contrary contained in this Constitution, a resolution signed by  $\frac{2}{3}$ <sup>rds</sup> (two-thirds) of the members of the Management Committee will be as valid as if it had been passed at a duly convened and quorate meeting of the Management Committee. It will not be necessary for members of the Management Committee to sign the original resolution; signature of a true copy will be sufficient.

## 10. GENERAL MEETINGS

### 10.1. Annual General Meeting

- 10.1.1. An Annual General Meeting of the Association must be held within a period of 15 (fifteen) months after the adoption of this Constitution, and subsequent Annual General Meetings must be held as soon as possible, but in any event within 6 (six) months after the end of each financial year; subject to the condition that no less than 21 (twenty-one) days' prior written notice of an Annual General Meeting must be given to all Members, which notice must state in broad terms the business to be transacted at the Meeting.
- 10.1.2. The Annual General Meeting must be convened by the Chairperson. If the Chairperson fails or refuses to convene the Annual General Meeting, any other member of the Management Committee may do so.
- 10.1.3. The business of an Annual General Meeting will include, *inter alia* –
  - 10.1.3.1. the presentation and adoption of the annual report of the Chairperson;
  - 10.1.3.2. the consideration of the annual financial statements;
  - 10.1.3.3. the election of persons to serve on the Management Committee, if applicable;
  - 10.1.3.4. the appointment of auditors; and
  - 10.1.3.5. any other matters which may be considered appropriate.

### 10.2. Other General Meetings

- 10.2.1. Other General Meetings of the Association may be convened at any time at the request of –
  - 10.2.1.1. the Management Committee;
  - 10.2.1.2. the Chairperson; or
  - 10.2.1.3. any 2 (two) Members.
- 10.2.2. Any General Meeting other than the Annual General Meeting must be convened on not less than 14 (fourteen) days' written notice to all Members, and such notice must state in broad terms the business to be transacted at the Meeting, provided that, if the Chairperson, having been requested to give such notice, fails to give it within 7 (seven) days of the request, the persons requesting the Meeting will be entitled themselves to give notice of and to convene the Meeting.

### 10.3. Resolutions and Voting

- 10.3.1. At all General Meetings, a resolution put to the vote will be decided only by a poll. A poll will be taken as directed by the Chairperson, who may decide that the poll be taken by a show of hands or a secret ballot, and the result of the poll will be the resolution of the Meeting.
- 10.3.2. Each Member present or represented at a General Meeting will be entitled to 1 (one) vote. The Chairperson will not be entitled to a second or casting vote in the event of an equality of votes.

### 10.4. Quorum

A quorum for a General Meeting of the Association will be the lesser of:

- 10.4.1. 5 (five) Members; or
- 10.4.2. ½ (half) of the Members.

- 10.5. If any General Meeting is duly convened but no quorum is present, that Meeting must be adjourned to another date, which must be at least 5 (five) days later, as may be determined by the Chairperson, and notice reflecting that adjournment must be given to the Members in the manner provided for in this Constitution. At the reconvened General Meeting, the Members then present or represented will be deemed to constitute a quorum.
- 10.6. Despite anything to the contrary contained in this Constitution, a resolution signed by  $\frac{2}{3}$ <sup>rd</sup>s (two-thirds) of the Members of the Association will be as valid as if it had been passed at a duly convened General Meeting or Annual General Meeting of the Association. It will not be necessary for Members to sign the original resolution; signature of a true copy will be sufficient.
- 10.7. Proper minutes must be kept of the proceedings of all General Meetings, and a record of the persons present at each Meeting. The minutes must be signed by the Chairperson or the other Member who chairs the Meeting, and must be available at all times for inspection or copying by any Member.

## 11. NOTICES

- 11.1. Notice of all meetings provided for in this Constitution must be delivered personally or sent by prepaid registered post, fax or e-mail to the last address or fax number notified by each person concerned to the Association, or in any other manner which the Management Committee believes is expedient.

11.2. The inadvertent omission to address notice/s to any person will not invalidate the proceedings of any meeting.

11.3. If posted, notices will be deemed, unless the contrary is proved, to have been received 7 (seven) days after the proven date of posting. If sent by fax or e-mail, notices will be deemed to have been received on the first business day after the proven date of despatch, unless the contrary is proved.

## **12. BOOKS OF ACCOUNT AND ANNUAL FINANCIAL STATEMENTS**

12.1. The Management Committee must ensure that the Association keeps proper books of account. Financial statements (including capital and revenue accounts) must be prepared at least once a year, in accordance with generally accepted accounting principles and practice, and must reflect clearly the affairs of the Association. The books of account and financial statements may be audited and certified in the customary manner by an independent practising chartered accountant, however such is not necessary.

12.2. The Treasurer shall be responsible for the preparation and presentation of financial statements.

12.3. A copy of the annual financial statements must be made available to each of the Members as soon as possible (and in any event within 6 (six) months) after the close of the financial year.

## **13. SIGNATURES**

All cheques, promissory notes, other negotiable instruments and contracts requiring signature on behalf of the Association must be signed in such manner as the Management Committee resolves from time to time; provided that every such document must be signed by at least 2 (two) duly authorised persons.

## **14. LEGAL STATUS, CONTRACTS AND LEGAL ACTION**

The Association will be a corporate body characterised by perpetual succession. As such, the Association –

14.1. may own property and enter into contracts in its own name; and

14.2. may sue or be sued in its own name.

## 15. AREA OF OPERATIONS

- 15.1. The activities of the Association, and the area within which it may be use and spend its resources and funds, will be confined to the Republic.
- 15.2. The Association will be entitled to collect contributions throughout the Republic and elsewhere.

## 16. AMENDMENTS TO CONSTITUTION AND DISSOLUTION

- 16.1. The terms of this Constitution may be amended, the name of the Association may be changed and the Association may be dissolved by decision of the Members in General Meeting, provided that any such resolution will be deemed to have been adopted only if –
  - 16.1.1. it is supported by not less than a  $\frac{2}{3}$ <sup>rd</sup>s (two-thirds) majority of the Members present at a duly convened and quorate General Meeting; or
  - 16.1.2. it is adopted in the manner contemplated in Clause 10.6.
- 16.2. Should the Members of the Association fall below 3 (three), the Association shall be dissolved.

## 17. INDEMNITY

- 17.1. Subject to the provisions of any relevant statute, each member of the Management Committee and all other office bearers will be indemnified by the Association for all acts done by them in good faith on its behalf; and it will be the duty of the Association to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into, or act or deed done by him or her, in his or her said capacity, in the *bona fide* discharge of his/her duties on behalf of the Association.
- 17.2. Subject to the provisions of any relevant statute, no member of the Management Committee or other office bearer of the Association will be liable for the acts, receipts, neglects or defaults of any other member or office bearer; or for having joined in any receipt or other act for conformity; or for any loss or expense suffered by the Association through the insufficiency or deficiency of title to any property acquired by the Association; or for the insufficiency or deficiency of any security in or on which the money of the Association may be invested; or for any loss or damage arising from the bankruptcy, insolvency or delictual act of any person with whom any money or securities are deposited; or for any loss or damage caused in any other way, which occurs in the execution of the duties of his or her office or in relation thereto, unless it arises in consequence of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

## **18. MANAGEMENT COMMITTEE DISCRETION**

Where discretions are vested in the Management Committee and/or the Association in terms of this Constitution, such discretions, except where expressly limited, will be complete and absolute, and no person affected by any decision made by the Management Committee or the Association pursuant to their discretionary powers will be entitled to challenge such a decision: provided that the Management Committee must at all times conform to the Object of the Association, and generally comply with the terms of this Constitution. Moreover, the Management Committee will be under no obligation to justify or furnish reasons for decisions taken by it in the legitimate exercise of its discretionary powers, except to the Members in General Meeting, and except as otherwise expressly provided for in this Constitution.

## **19. FINANCIAL YEAR**

The financial year of the Association will end on the last day of February.

## **20. POTENTIAL PUBLIC BENEFIT ORGANISATION**

20.1 It is recorded that the Association may, at a future date to be determined by the Members in General Meeting, apply to the Commissioner for approval under Section 30 of the Income Tax Act as a public benefit organisation, with the intention of qualifying for exemption from the payment of income tax under Section 10(1)(cN) of the Income Tax Act, for the advantages conferred by Section 18A of the Income Tax Act, and for exemption from transfer duty, estate duty and donations tax.

20.2 A resolution in terms of clause 20.1 will be deemed to be adopted only if –

20.2.1 it is supported by not less than a  $\frac{2}{3}$ <sup>rd</sup>s (two-thirds) majority of the Members present at a duly convened and quorate General Meeting; or

20.2.2 it is adopted in the manner contemplated in Clause 10.6.

20.3 In the event that the Association applies to the Commissioner in terms of clause 20.1 above, the Association shall further resolve to amend this Constitution accordingly.

## **SCHEDULE "A"**

### **GENERAL INVESTMENT AND ADMINISTRATIVE POWERS**

Without limiting the powers set out in the preceding Constitution, but subject to the limitations and qualifications set out in it, the Management Committee will have the following general investment and administrative powers:

1. Subject to the provisions of this Constitution, to invest the Association Funds as it sees fit in its sole and absolute discretion.
2. To take over investments and assets forming the subject matter of donations made to the Association, and to retain them in the form in which they are received, or to realise (sell) them and re-invest the proceeds.
3. To realise (sell) or vary any investments from time to time forming part of the Association Funds and to re-invest the proceeds in any investments authorised by this Schedule.
4. To allow funds or monies forming part of the Association Funds to remain uninvested or in their original state of investment on acquisition by the Association.
5. To borrow on such terms and conditions as the Management Committee decides for any of the objects of the Association; including the payment of liabilities; the making of a loan in furtherance of the Object of the Association; the preserving or acquiring of any assets or investments; the subscription of any shares; with powers from time to time to consent to any alteration or variation of the terms applicable thereto; and as security for any money so borrowed, the Management Committee will be entitled to mortgage, pledge (either generally or specifically) or otherwise encumber, all or any portion of the Association Funds, in the manner and on terms and conditions as it sees fit, with the right also to replace such borrowings or security.
6. To guarantee (either free of charge or for payment) the performance of contracts or obligations of any person (including a juristic person), upon such terms and conditions, and with or without security, as the Management Committee in its sole and absolute discretion sees fit; provided that any such person must be wholly or chiefly engaged in activities which further the Object of the Association.
7. To exercise the voting power attached to any shares forming part of the Association Funds as the Management Committee considers appropriate, and the Management Committee shall be entitled to enter into any arrangements it considers necessary for the liquidation, reconstruction or amalgamation of any company of whose capital the shares form a part.



8. To deal with any of the assets forming part of the Association Funds, by way of exchange, sale, lease or otherwise, and in exercising any powers of sale the Management Committee will be entitled to cause such sale to be effected by public auction, tender or private treaty, as it considers appropriate.
9. To purchase or otherwise acquire immovable property, and in respect of any immovable property forming part of the Association Funds :
  - 9.1. To exchange, sell, lease or otherwise deal with such immovable property or any portion of it, and to grant rights or options in respect of it; to register mortgage bonds; and to maintain, repair or improve any buildings on or forming part of such immovable property.
  - 9.2. To execute any act or deed relating to alienation, partition, exchange, transfer, mortgage, hypothecation or otherwise in any Deeds Registry, Mining Titles Office or other public office; to deal with servitudes, usufructs, limited interests or otherwise; and to make any applications, grant any consents and agree to any amendments, variations, cancellations, cessions, releases, reductions, substitutions or otherwise generally relating to any deed, bond or document and to obtain copies of any deeds, bonds or documents for any purposes and generally to do or cause to be done any act whatsoever in any such Registry or office.
10. To exercise all such management and executive powers as are normally vested in the directors of a company, including (but without limitation) the following :
  - 10.1. To purchase or acquire in any way stock-in-trade, plant, machinery, land, buildings, agencies, shares, debentures and every other kind or description of movable and immovable property.
  - 10.2. To manage, insure, sell, lease, mortgage, dispose of, give in exchange, work, develop, build on, improve, turn to account or in any way otherwise deal with the Association's undertaking or all or any part of its property and assets.
  - 10.3. To apply for, purchase or by any other means acquire, protect, prolong and renew any patents, patent rights, licences, trademarks, concessions or other rights and to deal with and alienate them as provided in paragraph 10.2 of this Schedule A.
  - 10.4. To open and operate banking accounts and to overdraw such accounts.
  - 10.5. To make, draw, issue, execute, accept, endorse and discount promissory notes, bills of exchange and any other kind of negotiable or transferable instruments.
  - 10.6. To enter into indemnities, guarantees and suretyships and to secure payment under such instruments in any way.

- 10.7. To take part in the management, supervision and control of the business or operations of any other voluntary association, trust, company or body, and to enter into partnerships.
- 10.8. To remunerate any person or persons, either in cash or otherwise, for services rendered in the establishment of the Association or in the development or carrying-on of its activities, save that none of the Members shall receive any honorarium or remuneration for work undertaken for or on behalf of the Association, other than for reimbursement of reasonable expenses necessarily incurred by Members in the pursuit of the Object of the Association.
- 10.9. To enter into contracts outside the Republic and execute any contracts, deeds and documents in any foreign country.
11. The Management Committee will be entitled generally to deal with assets and investments forming part of the Association Funds in any manner it decides is proper, and to this end is hereby vested with all additional powers which are necessary to enable it to do so.
12. All powers and authority granted to the Management Committee in terms of this Schedule may be exercised not only in the Republic but in any other part of the world.