



CONSTITUTION OF THE SOUTH AFRICAN WETLAND SOCIETY

Version: Final

Adopted at the 1st AGM of the Society held at the National Wetlands Indaba, Bela-Bela on Wednesday 24 October 2012.

1. **NAME**
 - 1.1. The South African Wetland Society is hereby established, hereinafter referred to as **SAWS**.
2. **LEGAL STATUS**
 - 2.1. **SAWS** is a Common Law Body Corporate with a distinct independent legal identity and is a **Not for Profit Organisation**.
3. **DEFINITIONS**
 - 3.1. All definitions relevant to the **SAWS** constitution are listed in Annexure A.
4. **VISION**
 - 4.1. To build and promote excellence, professionalism and ethics in the **Wetland Community of Practice** of South Africa.
5. **MISSION**
 - 5.1. To develop and maintain professional standards and best management practices of subscribed **Wetland** practitioners in South Africa in order to promote **Wetland** sciences, conservation and management through accreditation, collaboration and self-regulation of all **SAWS Members**.
6. **OBJECTIVES**
 - 6.1. To promote standards and quality of **Wetland** work through:
 - 6.1.1. Professional development;
 - 6.1.2. Progressive thinking through innovative research and development (including the creation of opportunities in the field);
 - 6.1.3. Collaboration with various **Stakeholders**;
 - 6.1.4. Self-regulation; and
 - 6.1.5. Accreditation by peer review.
 - 6.2. To further the interest of **Members** through:
 - 6.2.1. Recommended professional fees;
 - 6.2.2. Creating preferential opportunity (because **SAWS Members** have certain standards due to quality control);
 - 6.2.3. Providing opportunities for continuous training development;
 - 6.2.4. Giving opportunity to young people interested in the field through identification of career paths, internships, mentorship, transfer of skills, linkages with established role players or promotion and distribution of information; and
 - 6.2.5. Setting standards and quality control.
 - 6.3. To contribute to transformation through:
 - 6.3.1. Building a **Wetland Community of Practice** that is representative of the scientific and technical disciplines, race and gender demographics of South Africa; and
 - 6.3.2. Striving towards ensuring representation of race and gender demographics of South Africa in the membership and management structures of **SAWS**.
 - 6.4. To create a society for:
 - 6.4.1. Promoting interactions between various **Stakeholders** involved in the **Wetland** field of practice;
 - 6.4.2. Encouraging best management practice in the **Wetland** field;
 - 6.4.3. Capacity building;
 - 6.4.4. Promoting research through funding and partnerships;
 - 6.4.5. The distribution of information;
 - 6.4.6. Quality control and peer review; and
 - 6.4.7. Representing the interests of the entire South African **Wetland** community.
7. **FUNCTIONS AND ROLES OF THE SOCIETY**
 - 7.1. Mentorship and Training
 - 7.1.1. To develop and manage professional development standards, with the provision of guidelines outlining ongoing professional development and continuing education;

- 7.1.2. To improve the standard of services provided by **Accredited** practitioners through the development and management of a **Code of Science**, which shall include minimum standards and best practice guidelines;
- 7.1.3. To develop and manage a mentorship programme to facilitate mentorship at a regional level for aspiring **Wetland** practitioners;
- 7.1.4. To maintain and circulate a list of South African institutions providing appropriate **Wetland** training courses;
- 7.1.5. To promote voluntary bodies to create opportunities for learning, development and awareness in the **Wetland** field; and
- 7.1.6. To raise awareness and promote **Wetland** issues to authorities, other professionals, and the public.
- 7.2. Accreditation and Regulation
 - 7.2.1. To develop and maintain standards for professional competency and for education and training in **Wetland** science;
 - 7.2.2. To develop and maintain guidelines regarding applicable professional fees for consulting within the **Wetland** field of practice;
 - 7.2.3. To regulate the **Wetland** science field of practice through the development and management of a **Code of Ethics**;
 - 7.2.4. To regulate conduct through the management of complaints and discipline within the **Wetland** profession; and
 - 7.2.5. To establish and maintain an accreditation protocol.
- 7.3. Advisory Roles, Awards, Recognition and Promotion of Research
 - 7.3.1. To provide advice to **Stakeholders** regarding the **Wetland** science field of practice;
 - 7.3.2. To recognise meritorious achievements of **Members** through the awarding of Honorary Membership status;
 - 7.3.3. To recognise and promote professional, academic and voluntary associations, institutes, organisations and societies that further the objectives of **SAWS**;
 - 7.3.4. To co-operate and exchange information and advice with **Stakeholders** working towards the objectives of **SAWS**; and
 - 7.3.5. To promote research to further the **Wetland** science field of practice and the objectives of **SAWS**.
- 7.4. Membership Directory/Register
 - 7.4.1. To maintain a list of **Members** and **Accredited** practitioners.
- 7.5. Documentation and Publications
 - 7.5.1. To publish and make available documents from time to time which promote **SAWS**'s objectives.
- 7.6. Conferences
 - 7.6.1. To hold workshops, seminars and conferences from time to time to promote the objectives of **SAWS**.
- 7.7. Finances and Fund Raising
 - 7.7.1. To generate finances through membership fees, fund raising, sponsorships, **Limited Trading Activities**, donations, Trusts and Testamentary Bequests;

8. MEMBERSHIP

- 8.1. Eligibility
 - 8.1.1. Any person or organization who subscribes to the objectives of **SAWS** may apply for Membership.
- 8.2. Membership Types
 - 8.2.1. **Student Members**
 - 8.2.1.1. Any **Student** whose annual membership fee as levied from time to time is paid in full.
 - 8.2.2. Ordinary **Members**

- 8.2.2.1. Any person or organization whose annual membership fee as levied from time to time is paid in full.
- 8.2.3. **Accredited Members**
 - 8.2.3.1. Any person or organisation who meets the standards and criteria as outlined by the accreditation committee and whose annual membership fee as levied from time to time is paid in full.
- 8.2.4. Organisation **Members**
 - 8.2.4.1. Any non-profit, academic, professional, corporate or institutional organisation whose annual membership fee as levied from time to time is paid in full.
- 8.2.5. Honorary **Members**
 - 8.2.5.1. Those individuals who have been granted this status by the **Board**.
- 8.2.6. Benefactors
 - 8.2.6.1. Any non-profit, academic, professional, corporate, institutional, organisation or individual who have donated to **SAWS** an amount sufficient to be deemed as qualifying as a benefactor.
- 8.3. Membership Fees
 - 8.3.1. **SAWS** shall have the right to determine the membership fees which shall be payable from time to time.
- 8.4. Voting Rights
 - 8.4.1. Only paid up **Members** will be eligible to a vote which shall be cast in person or by **Proxy** provided to the **Secretary** at least seven (7) **Days** prior to any **AGM** or **SGM**.
 - 8.4.2. Honorary **Members** and Benefactors will have normal voting rights as per Clause 8.4.1.
 - 8.4.3. Organisational **Members** shall each be entitled to nominate a single representative whose name shall be registered with the **Secretary** at least seven (7) **Days** prior to any **AGM** or **SGM**.
- 8.5. Termination/Cessation of Membership
 - 8.5.1. Membership shall terminate on any of the following eventualities:
 - 8.5.1.1. the death of a member;
 - 8.5.1.2. cancellation by the member;
 - 8.5.1.3. cancellation by **SAWS**; or
 - 8.5.1.4. expulsion from **SAWS**.
 - 8.5.2. Membership may be cancelled at the member's request in writing with immediate effect and no membership fees will be refunded.
 - 8.5.3. Membership may be cancelled at the member's request where **SAWS** has been converted into another legal entity, or has merged with another body. This cancellation must be within one (1) month after this decision of conversion or merger was communicated to the member concerned. If a cancellation is not within the applicable term, the membership will continue until the end of the **Financial Year** of **SAWS** following the year in which the cancellation was made.
 - 8.5.4. In the event of non-payment of membership fees, a member's membership shall automatically lapse.
 - 8.5.5. A member may only be expelled from **SAWS** in accordance with Clause 8.6.
- 8.6. Expulsion
 - 8.6.1. A member may only be expelled from **SAWS** where the member has violated any of the Constitution, **Code of Ethics** or **Code of Science**.
 - 8.6.2. Expulsion shall be by unanimous decision of the **Board**.
 - 8.6.3. The member concerned has the right to appeal against the decision of expulsion in terms of the accreditation and **Arbitration** processes as defined by the **Board**.

8.6.4. Where a member is expelled in the course of the **Financial Year** of **SAWS**, the member shall still be liable for payment of the annual subscription for that entire year.

8.7. Training

8.7.1. **SAWS** is under no obligation to provide training, but will endeavour to promote training to enhance professional development of its **Members**, and for skills development in the **Wetland** field of practice.

9. **PATRONS**

9.1. **SAWS** shall have the right to adopt a Patron/s being any person or organisation that supports or champions the objectives of **SAWS**.

10. **BOARD**

10.1. Constitution of the **Board**

10.1.1. The **Board** shall consist of seven **Members** who shall be duly elected at the **AGM**.

10.1.2. Each of these elected **Board Members** shall be a duly paid up member of **SAWS**.

10.1.3. The term of office for each elected **Board** member shall be for a period of two (2) years, after which they shall be eligible for re-election for further terms of two (2) years each.

10.1.4. The principle of rotation of **Board Members** is supported by **SAWS**.

10.1.5. The **Board** shall be authorised after its election into office to co-opt a maximum of three (3) additional **Members** who shall have full voting rights at **Board** meetings. These **Members** shall be co-opted should the **Board Members** deem it necessary for furthering the objectives of **SAWS**.

10.1.6. Termination of membership to the **Board** shall take place in the following instances:

10.1.6.1. When a member is absent from three (3) consecutive **Board** meetings without satisfactory explanation being given prior to the meeting;

10.1.6.2. On the death of a member or when a member is unable to continue in office by reason of mental defect or physical condition; or

10.1.6.3. A member may resign from the **Board** by giving the Chairperson thirty (30) **Days Written Notice**.

10.1.7. Vacancies arising within the **Board** shall be filled in either of the following ways:

10.1.7.1. By calling of a **SGM** for this purpose; or

10.1.7.2. At the following **AGM**.

10.2. Responsibilities of the **Board**

10.2.1. The **Board** shall provide oversight, formulate policy and give strategic direction for carrying out the activities and objectives of **SAWS**.

10.2.2. Within two (2) **Weeks** of each **AGM**, the **Board** shall elect from among its **Members** a Chairperson, Vice-Chairperson, Treasurer and **Secretary**.

10.2.3. The **Board** shall be accountable to the **AGM** or **SGM** and shall have the responsibility for implementing the resolutions adopted at such meetings.

10.2.4. The **Board** shall convene meetings through the **Secretary** as often as it may deem necessary but not less than twice (2) per year.

10.2.5. The **Board** shall ensure that proper financial and management accounts are kept and audited at the end of each **Financial Year**.

10.2.6. At the end of each **Financial Year** the **Board** shall prepare a report on the activities of **SAWS** and an audited statement of accounts for the preceding year, which shall be circulated to all **Members** prior to the **AGM**.

10.2.7. The **Board** shall keep and make available minutes of the proceedings of meetings of the **Board** and any committees.

10.2.8. The **Board** shall be responsible for the day-to-day management of **SAWS**.

10.2.9. An up-to-date schedule of **Board Members**, with assigned portfolios, will be maintained by the Chairperson.

10.3. Powers of the **Board**

10.3.1. Acquire, encumber, administer and dispose of assets, property and funds of **SAWS** in pursuit of the objectives of **SAWS**.

10.3.2. Sign contracts or other documents, including suretyships securing any debts incurred on behalf of **SAWS**, which shall be binding on **SAWS**.

10.3.3. Open, close and operate bank accounts in the name of **SAWS** as may be necessary for the proper conduct of its financial affairs.

10.3.4. In its sole and absolute discretion, delegate its functions in respect of any of the affairs of **SAWS** which fall under its jurisdiction to any person or committee.

10.3.5. Appoint, hire and dismiss employees, agents or contractors, and determine their conditions of service and remuneration.

10.3.6. Fix and pay allowances, any costs and charges to any person or body in pursuit of the objectives of **SAWS**.

10.3.7. Form standing or ad-hoc committees as may be in the interests of **SAWS** and determine membership pre-requisites, duties, rights and obligations of such committees as it sees fit, and dissolve such committees at its discretion.

10.3.8. Delegate such powers to the said committees as it sees fit.

10.3.9. Institute, conduct, defend, settle or abandon any legal proceedings by or against **SAWS**, including the payment, or claiming, of any attendant legal costs, taxed or otherwise.

10.3.10. In its sole and absolute discretion employ agents, professional advisors and experts in any sphere where deemed necessary or advisable in the interests of **SAWS**.

10.3.11. Raise funds and collect membership fees, interest and other income accruing to **SAWS**.

10.3.12. In case of any doubt as to the meaning or import of any portion of the Constitution, the interpretation of the **Board** shall be final and binding.

11. ACCREDITATION COMMITTEE

11.1. The **Board** shall nominate five (5) **Members** to serve on the Accreditation Committee to be elected and approved at the **AGM**.

11.2. A member of the Accreditation Committee may also be a **Board** member.

11.3. The Accreditation Committee shall operate in accordance with the accreditation process as defined by the **Board**.

11.4. The **Secretary** shall maintain a register of **Accredited Members**.

11.5. The Register of **Accredited Members** will be presented to the **AGM** for notification each year.

12. ARBITRATION COMMITTEE

12.1. In the event of a dispute the **Board** shall nominate three (3) **Members** who are not **Members** of the Accreditation Committee to serve on the **Arbitration** Committee to be elected from time to time as and when necessary.

12.2. A member of the **Arbitration** Committee may also be a **Board** member.

12.3. The **Arbitration** Committee shall operate in accordance with the **Arbitration** process as defined by the **Board**.

12.4. The **Secretary** shall maintain a record of all **Arbitration** committee deliberations and decisions.

13. MEETINGS

13.1. Annual General Meeting (**AGM**)

13.1.1. The **AGM** of **SAWS** will be held annually at locations specified by the **Board**.

13.1.2. The **AGM** will serve to elect or ratify the **Board** and other officers, and to attend to any business which needs to be undertaken at an **AGM** in terms of the constitution.

- 13.1.3. **Written Notice** of the **AGM** shall be sent to each member of **SAWS** at least four (4) **Weeks** before the date of such meeting and shall contain:
 - 13.1.3.1. Location, date and time of the meeting;
 - 13.1.3.2. Details of the nominees for election to the **Board**; and
 - 13.1.3.3. Proposals concerning the business of the **AGM**.
- 13.1.4. The non-receipt of such notice by a member shall not invalidate the proceedings of such a meeting;
- 13.1.5. The **AGM** will be open to any member and to anyone who has been invited by the **Board**;
- 13.1.6. The **Board** Chairperson or if absent the Vice Chairperson shall preside over the **AGM**. If neither is present, one (1) of the **Board Members** present shall be selected by the **Board** as Chairperson of the meeting prior to the commencement of the **AGM**;
- 13.1.7. During the **AGM** the **Board** shall present its report on the state of affairs, including the financial statements of **SAWS**; and
- 13.1.8. The **Secretary** shall take minutes of the **AGM**. These minutes shall be reviewed and adopted in the next **AGM**, and shall be signed by the Chairperson and **Secretary** of that meeting.
- 13.2. Special General Meeting (**SGM**)
 - 13.2.1. A **SGM** shall be convened by the **Secretary** as directed by the **Board**, or at the written request of at least fifty one percent (51%) of the **Members**;
 - 13.2.2. The **Board** Chairperson or if absent the Vice Chairperson shall preside over every **SGM**. If neither is present, one (1) of the **Board Members** present shall be selected by the **Board** as Chairperson of the meeting prior to the commencement of the **SGM**;
 - 13.2.3. The **Secretary** shall take minutes of the **SGM**. These minutes shall be reviewed and adopted in the next **AGM**, and shall be signed by the Chairperson and **Secretary** of that meeting;
 - 13.2.4. A **SGM** requested by the **Members** shall be convened by a notice issued to all **Members** within thirty (30) **Days** of the receipt of the request by the **Board**.
 - 13.2.5. At least thirty (30) **Days Written Notice** of the date of the **SGM** shall be given to **Members**, wherein the purpose of the **SGM** will be described; and
 - 13.2.6. Only the business for which a **SGM** is called shall be dealt with during the meeting.
- 13.3. Meetings of the **Board**
 - 13.3.1. The **Board** shall meet as often as may be necessary for the management of business of **SAWS**, but shall meet not less than twice (2) a year;
 - 13.3.2. Meetings of the **Board** shall be convened at the discretion of the Chairperson or on the written request from at least three (3) **Members** of the **Board**;
 - 13.3.3. The **Board** shall manage; appoint dates and record proceedings of such meetings;
 - 13.3.4. The **Secretary** must give **Written Notice**, at least eight (8) **Weeks** before a scheduled meeting, to each member of the **Board**, indicating the time and place of such a meeting;
 - 13.3.5. An agenda containing details of all business to be transacted in the meeting shall be issued not less than twenty one (21) **Days** before a scheduled meeting, to each member of the **Board**;
 - 13.3.6. If the Chairperson and Vice-Chairperson agree that there is an urgent matter, a special meeting of the **Board** may be called on seven (7) **Days Written Notice**. Only the matters for which a special meeting was called may be discussed at such a meeting, except if all **Board Members** are present and consent to additional discussions;

- 13.3.7. The Chairperson or if absent the Vice-Chairperson of the **Board** shall preside at these meetings and if neither are present the **Board Members** at a meeting shall elect one (1) of themselves to act as Chairperson of the meeting;
- 13.3.8. Leave of absence from meetings of the **Board** must be submitted to the **Secretary** at least seven (7) **Days** prior to the meeting;
- 13.3.9. The **Board** shall seek to make decisions by consensus, but in the event that this is not possible, all motions proposed for a decision by the **Board** shall be determined by a majority of the votes of the **Board Members** present; and
- 13.3.10. Each **Board** member present including the Chairperson shall have one (1) vote and in the event of a tie the Chairperson or person presiding shall have in addition to the original vote, a casting vote.
- 13.4. Workshops, Seminars, Fundraising Events and Conferences
 - 13.4.1. Occasional functions or events that are aligned to the objectives of **SAWS** may be held by or under the auspices of **SAWS** at the discretion of the **Board**.
- 13.5. Quorum
 - 13.5.1. Fifty-one percent (51%) of the **Members** present, including **Members** not physically present but represented by virtue of a duly signed **Proxy** form, shall constitute a quorum for an **AGM** or **SGM**.
 - 13.5.1.1. If no quorum is present at the announced time for the **AGM**, it shall stand adjourned until such time as it is reconvened; and
 - 13.5.1.2. If no quorum is present at the announced time for the **SGM**, it shall stand adjourned until such time as it is reconvened.
 - 13.5.2. At **Board** meetings, any four (4) **Members** of the **Board** shall constitute a quorum.
 - 13.5.2.1. If no quorum is present at the announced time for the **Board** meeting, it shall stand adjourned until such time as it is reconvened.
- 13.6. Voting
 - 13.6.1. Only paid up **Members** will be eligible to vote and **Members** shall be disqualified from voting in respect of any issue whereby there is a conflict of interest;
 - 13.6.2. Each Member who is entitled to vote may alternatively grant a **Proxy** in writing to another member;
 - 13.6.3. Organisational **Members** shall be entitled to exercise their voting powers through a single representative whose name shall be registered with the **Secretary** seven (7) **Days** before the commencement of the meeting;
 - 13.6.4. All decisions shall be by majority of the votes cast, unless a larger majority is required by the Constitution;
 - 13.6.5. The Chairperson of a specific meeting shall decide in what manner the votes are to be cast;
 - 13.6.6. In the event of the votes at a meeting being equal, the Chairperson shall have a casting vote in addition to his normal vote; and
 - 13.6.7. Exceptions or specific voting requirements would be applicable in the following instances:
 - 13.6.7.1. An amendment to Constitution of **SAWS** may only be adopted by at least a two-thirds (2/3) majority of the votes cast in an **AGM**; and
 - 13.6.7.2. Honorary Membership will be conferred by unanimous decision of **Members** present at a **Board** meeting.

14. MANAGEMENT OF FUNDS

- 14.1. Membership fees
 - 14.1.1. Each member shall pay an annual subscription;
 - 14.1.2. The amount of these annual subscriptions shall be determined from time to time by the **Board** and approved at the **AGM**;

- 14.1.3. Annual subscriptions become due and payable on 1 January of each year and must be paid on or before 31 March of each year;
- 14.1.4. Any member whose annual subscription is not paid by 31 March shall not be entitled to any of the privileges of membership after the expiration of this period;
- 14.1.5. When a member is accepted at any stage of the **Financial Year** they shall be liable for the full subscription for that year, except when they join, or are accepted by **SAWS** during the last three (3) **Months** of the year, in which case they shall be required to pay the full subscription for the following year only;
- 14.1.6. The **Board** may, at its discretion, determine other fees/levies payable from those **Members** who elect to attend functions of **SAWS** which may include congresses, outings, fieldtrips and presentations arranged by **SAWS**;
- 14.1.7. Official receipts shall be issued for all Membership fees including those received in cash; and
- 14.1.8. Funds must be spent in conformity with the purposes and objectives of **SAWS**.
- 14.2. Sponsorship, Donations, Gifts and other Financial Support
 - 14.2.1. In order to enable **SAWS** to function in accordance with its objectives, **SAWS** shall also be entitled to procure funds by way of **Benefactor Donations, Testamentary Bequests, Legacies, Grants**, gifts and other revenues including **Trust Bequests** sufficient for it to meet its objectives;
 - 14.2.2. In the event of **SAWS** having to control any monies, wholly or in part, the Constitution stipulates that these monies be controlled by the **Board**, who shall act as the trustees of such funds; and
 - 14.2.3. The **Board** shall keep a register of all monies given to **SAWS**, which shall be entered in a register describing the donation or gift, the name of donor, person or entity providing the gift, unless specified otherwise by the donor, person or entity.
- 14.3. Borrowing, Loans, Overdrafts and Credit
 - 14.3.1. **SAWS** and its **Board** may not borrow by way of any means including loans, overdrafts or credit facility any funds for the purposes, objectives or business of **SAWS**, unless agreed via special resolution at the **AGM**.
- 14.4. Banks Accounts
 - 14.4.1. All monies received by **SAWS** shall be deposited as soon as practicable in an account in the name of **SAWS**;
 - 14.4.2. For the purpose of managing monies received and in terms of the objectives, **SAWS** may open separate cheque/current and savings or other higher interest yielding accounts but these must all be in the name of **SAWS** and held with the same financial institution or bank; and
 - 14.4.3. All cheques, bills of exchange, promissory notes and other negotiable instruments shall be approved by three (3) **Board Members** and signed for, and on behalf of **SAWS**, by two (2) **Board Members** designated as signatories.
- 14.5. Audits and Auditors
 - 14.5.1. The annual accounts of **SAWS** shall be prepared at the end of each **Financial Year** in accordance with the Generally Accepted Accounting Practice in the Republic of South Africa;
 - 14.5.2. The **Board** shall propose the appointment of auditors for the purposes of the annual financial audit and the **AGM** shall approve the appointment of said auditors;
 - 14.5.3. The **Board** shall cause proper books of account (being such books of account as are necessary to give a true and fair view of the state of **SAWS** and to explain its transactions) to be kept with respect to:
 - 14.5.3.1. All sums of money received and expended by **SAWS**, and the matters in respect of which such receipts and expenditure take place;

- 14.5.3.2. All sales and purchases of goods by **SAWS**; and
- 14.5.3.3. The assets and liabilities of **SAWS**.
- 14.5.4. The books of account shall be kept at the registered office of **SAWS**, or at such other place as the **Board** deems fit, and shall always be open to the inspection of the **Board**. The **Board** may from time to time by resolution determine whether and to what extent, and at what times and places and on what conditions the books and accounts of **SAWS**, or any of them, shall be open to the inspection of the **Members**; and
- 14.5.5. A copy of every balance sheet, including every document required by law to be annexed thereto, which is to be laid before **SAWS** at the **AGM**, together with a copy of the **Board**'s report and the auditor's report, together with group accounts shall, not less than thirty (30) **Days** before the date of the meetings, be sent to every member, and all other persons so entitled, but this provision shall not require a copy of such documents to be sent to any person of whose address **SAWS** is not aware; and
- 14.5.6. The **AGM** may from time to time dispense (if competent in law) with the necessity of an audit of the annual financial statements.
- 14.6. Support/Endorsement of External Organizations and National and International Funding
 - 14.6.1. The **Board** may approach potential donors and actively solicit funds for conducting the business of **SAWS** in accordance with its purposes and objectives.
- 14.7. Income and Property
 - 14.7.1. Income and property shall not be distributed to **Members** except as reasonable payment for work done.
- 15. AMENDMENTS TO SOCIETY FOUNDING DOCUMENTS**
 - 15.1. The Constitution and Memorandum and Articles of Association may only be amended at an **AGM** or **SGM** called for that purpose provided that no amendment shall be made unless due notice of the amendment has been given to the **Members** no less than thirty (30) **Days** prior to the meeting.
- 16. DISSOLUTION AND LIQUIDATION OF THE SOCIETY**
 - 16.1. **SAWS** shall exist indefinitely and will continue to exist despite changes in membership;
 - 16.2. **SAWS** may be dissolved on a two-thirds (2/3) majority vote at an **AGM** or **SGM** meeting, with notice of such item on the agenda having been communicated to the **Members** no less than thirty (30) **Days** prior to the meeting;
 - 16.3. On dissolution of **SAWS** any remaining assets will be donated to an organisation of similar status as the **Members** are not entitled to same; and
 - 16.4. On dissolution of **SAWS**, the **Board** will be responsible for the satisfactory winding up of all **SAWS** affairs within a period of six (6) **Months**.
- 17. INDEMNITY**
 - 17.1. The **Members** of the **Board** and its attorneys, agents, or other persons appointed by the **Board** acting in their representative capacities shall not be liable in their personal capacities for any loss sustained by **SAWS** or by any person or member of **SAWS** as a result of actions performed on behalf of **SAWS** in good faith, arising from any cause whatsoever, save and except as a result of gross negligence or willful dishonesty;
 - 17.2. **SAWS** and each member hereby indemnifies the **Board** and attorneys, agents, or other persons appointed by the **Board** hereunder, against all actions, proceedings, costs, liabilities, claims, expenses, and demands arising in any way from the execution of their office as **Board Members**, other than for claims arising out of gross negligence or willful dishonesty;
 - 17.3. The **Board** and attorneys, agents, or other persons appointed by the **Board** hereunder shall further be indemnified and held harmless, both in their private and official capacities, including out of the assets of **SAWS**, from and against all actions, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by or by

reason of any act done, conducted in or omitted, in or about the execution of their respective offices, except such, if any, as they shall incur or sustain by or through their own willful dishonesty or gross negligence and none of them shall be answerable for the acts, receipts, negligence or defaults of the other or others of them or for joining in any act for the sake of conformity or for any treasurer, bankers or other persons with whom any monies or effects belonging to **SAWS** shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any monies of or belonging to **SAWS** shall be placed out or invested, or for any other loss, misfortune or damage which may happen by other than through their own willful dishonesty or gross negligence respectively;

17.4. **SAWS** does not except any liability for the acts of its **Members**;

17.5. Each member of **SAWS** shall be accountable only in respect of his own acts, and shall not be accountable for any acts done or authorised to which he shall not have expressly assented; and

17.6. No member of **SAWS** shall incur any personal liability in respect of any loss or damage incurred through any act, matter or thing done, authorised or suffered by him, done in good faith for the benefit of **SAWS**, although in excess of his legal powers.

18. APPLICABLE LAW

18.1. This agreement, and the terms and conditions contained herein, shall be construed, interpreted and governed in accordance with the laws of the Republic of South Africa.

19. DOMICILE

19.1. The domicile of **SAWS** shall be Rand Water, 522 Impala Road, Glenvista, Johannesburg, South Africa.

20. OFFICIAL LANGUAGE

20.1. The official language of **SAWS** shall be English.

21. GENERAL

21.1. Administration

21.1.1. Minutes and Correspondence

21.1.1.1. The **Secretary** shall keep a record of all **SAWS** meetings, particularly of decisions taken, and parties responsible for action. These records shall be certified correct by the relevant Chairperson at the following relevant meeting;

21.1.1.2. All correspondence of **SAWS** shall be distributed by email; and

21.1.1.3. Minutes of relevant meetings shall be distributed within fourteen (14) **Days** of the meeting.

21.2. Awards

21.2.1. The **Board** may award prizes to **Members** for meritorious achievement; and

21.2.2. The **Board** may from time to time determine criteria and procedures for the awarding of prizes.

21.3. Regulations

21.3.1. The **Board** may from time to time adopt and amend regulations in order to carry out the business and objectives of **SAWS**.

22. APPROVAL AND SIGNATORY

Date

Place

Board Chairperson

Signature

ANNEXURE A - DEFINITIONS

1. Unless it appears otherwise from the context, words importing any one gender shall include the other and words importing the singular shall include the plural and vice versa.
2. In this Constitution, unless otherwise specified or inconsistent with the context, words and expressions shall have the following meanings;
 - 2.1. **“Accredited”** shall mean a member who has met the criteria as set out by the Arbitration Committee.
 - 2.2. **“AGM”** shall mean the Annual General Meeting.
 - 2.3. **“Arbitration”** shall mean the process by which the parties to a dispute submit their differences to the judgment of an impartial person or group appointed by mutual consent or statutory provision.
 - 2.4. **“Benefactor Donations”** shall mean the donation of funds to SAWS by any person, persons or non-profit, academic professional, corporate or institutional organisation which shall be recorded as a benefactor of the society.
 - 2.5. **“Board”** shall mean the Board of Trustees elected to run the affairs of SAWS in terms of the Constitution.
 - 2.6. **“Days”** shall mean working Days.
 - 2.7. **“Code of Ethics”** shall mean a written set of guidelines issued by SAWS to its members and management to ensure they conduct their actions in accordance with its primary values and ethical standards.
 - 2.8. **“Code of Science”** shall mean a written set of guidelines issued by SAWS to its members to ensure they comply with its ethical standards.
 - 2.9. **“Financial Year”** means a period commencing on the first day of March of any year and ending on the last day of February of the following year.
 - 2.10. **“Grants”** shall mean funds given to SAWS by any person, persons or non-profit, academic professional, corporate or institutional organisation for a particular purpose.
 - 2.11. **“Legacies”** shall mean a gift by Will or Bequest to SAWS by any person, persons or non-profit, academic professional, corporate or institutional organisation.
 - 2.12. **“Limited Trading Activities”** shall mean to trade in the course of carrying out the objectives of SAWS and to carry on any other trading provided that it is not a substantial permanent trading activity.
 - 2.13. **“Members”** shall mean those members of SAWS whose membership subscriptions are fully paid.
 - 2.14. **“Months”** shall mean calendar months.
 - 2.15. **“Not for Profit Organisation”** shall mean an organisation that does not earn profits for its members with all funds being retained within SAWS.
 - 2.16. **“Proxy”** shall mean a person authorised in writing to act for another member.
 - 2.17. **“Secretary”** shall mean a person who is responsible to the Board for ensuring that SAWS procedures are followed and applicable rules and regulations are complied with.
 - 2.18. **“SGM”** shall mean Special General Meeting.
 - 2.19. **“Stakeholders”** shall mean a person, group, or organization that has a direct or indirect interest in SAWS.
 - 2.20. **“Student”** shall mean a person or persons attending school or studying at university or other place of higher education and who is not permanently employed.
 - 2.21. **“Testamentary Bequests”** shall mean a gift by Will or Bequest to SAWS by any person, persons or non-profit, academic professional, corporate or institutional organisation.
 - 2.22. **“Trust Bequests”** shall mean a gift by Will or Bequest to SAWS by any Trust.
 - 2.23. **“Weeks”** shall mean a normal work week starting on a Monday and ending on a Friday.
 - 2.24. **“Wetland Community of Practice”** shall mean a group of people who share a concern or a passion for the wetland field of study and learn how to do it better as they interact regularly.

- 2.25. **“Wetland/s”** in this document includes the definitions used in the Ramsar Convention, and that in the South African National Water Act (36 of 1998) namely:
- 2.25.1. The Ramsar Convention: An area of marsh, fen, peatlands or water, whether natural or artificial, permanent or temporary, with water that is static or flowing, fresh, brackish or salt, including areas of marine water the depth of which at low tide does not exceed six meters (Ramsar Convention 1971: Cowan, 1995).
- 2.25.2. The South African National Water Act (Act No 36 of 1998): Land which is transitional between terrestrial and aquatic systems, where the water table is usually at or near the surface, or the land is periodically covered with shallow water, and which in normal circumstances supports or would support vegetation typically adapted to life in saturated soils”.
- 2.26. **“SAWS”** shall mean the South African Wetland Society.
- 2.27. **“Written Notice”** shall mean notice given and communicated by posted letter, electronic mail (email), Short Message Service (SMS) or facsimile. The primary method of written notice by SAWS shall be by email.