

# **CONSTITUTION**

**of**

**SURFACE COATINGS INDUSTRY  
EMPLOYERS' ASSOCIATION**

## 1. NAME AND STATUS

- 1.1 The Association shall be known as the Surface Coatings Industry Employers Association.
- 1.2 The Association shall be an association not for gain and constitute a legal persona and it shall exist independently of its members. It shall accordingly have perpetual succession and shall have the right to sue and be sued in its own name and to exercise the powers described in Clause 4 of this Constitution.

## 2. DEFINITIONS

- 2.1 Any expressions used herein which are defined in the Act, shall have the same meaning as in the Act, and words importing the male gender shall include the female gender.

- 2.2 Furthermore, unless inconsistent with the context:

- 2.2.1 'Act' means the Labour Relations Act, 1995 (Act No. 66 of 1995), as amended from time to time or any successor thereto.
- 2.2.2 'Alternate' means a person appointed to act on behalf of a representative in the absence of such representative at Association meetings.
- 2.2.3 'Association' means the Surface Coatings Industry Employers' Association constituted in terms of this Constitution.
- 2.2.4 'Executive Committee' means the group of elected representatives who ensure the overall effective management of the Association.
- 2.2.5 'Employee' means an employee of a member engaged on a permanent basis.
- 2.2.6 'Industry' means the Surface Coatings sector of the chemical industry operating within the Republic of South Africa and more fully defined as:

The Industry in which employers and employees are associated for the purpose of carrying out any one or more of the following activities, namely, the preparation, manufacture, bottling, wrapping, packing or sale of paints, distemper, lacquers, varnishes, enamels, finishes, powder coatings, fillers, putties, thinners, synthetic resins, printing inks, printing rollers and printing industry sundries, and includes:

- The delivery and distribution of the said products to a depot of the manufacturers, or to the premises of a wholesaler, retailer or user, if such delivery or distribution is carried out by the same employer who prepared, manufactured, bottled, wrapped, packed or sold such products, and:
  - All operations incidental to and consequent on any of the aforesaid activities.
- 2.2.7 'Member' means an employer whose activities fall within the definition of the Industry and who has joined the Association. Unless the context indicates otherwise, a reference to 'Member' in this Constitution shall include a member's representative or alternate.
  - 2.2.8 'Registrar' means the Registrar of labour Relations appointed in terms of section 108 of the Act and includes any deputy and acting Registrar.
  - 2.2.9 'Representative' means a person nominated by any member to represent it in the Association in terms of Clause 6.4 of this Constitution and employed by or contracted to one of the member Companies.
  - 2.2.10 'Small employer' means an employer in the Industry, which employs fewer than 50 employees.

### 3. OBJECTIVES

The objectives of the Association shall be:

- To promote and protect the collective interests of members of the Industry,
- And
- To, on request, facilitate relations between members and their employees and between the Association and organised labour in the Industry.

In furtherance of the above objectives to do all or any of the following:

- 3.1 To register and maintain registration as an employers' organisation in terms of Section 4 of the Act, or of the relevant provisions of any successor to the Act.
- 3.2 To represent Members in negotiations with the Government of the Republic of South Africa or any other legislative or administrative body concerning industrial relations matters affecting the Industry.
- 3.3 To consider, report, advise and make representations on existing or contemplated legislation or any other measure affecting industrial relations in the Industry.
- 3.4 To pursue, together with representatives of organised labour the establishment of a collective bargaining forum which will comply with the provisions of prevailing legislation.
- 3.5 To provide a forum for the interchange of information on labour and human resource issues and, where applicable, to bargain collectively on behalf of members with representatives of organised labour on conditions of employment and related issues.
- 3.6 Generally to take such steps as may be necessary to promote and maintain co-operative and constructive industrial relations in the Industry and to act on behalf of its Members where their interests may be affected and to do such things and carry out such undertakings as may be necessary or incidental to these objectives.
- 3.7 Provision of technical education to ensure that in future it is not excluded from the scope of activities

### 4. POWERS

The Association shall, with reference to matters pertaining to its objectives have all powers which are necessary, conducive or incidental to the attainment of the foregoing objectives and shall, without prejudice to the generality of the foregoing, have the following particular powers:

- 4.1 To draw, make, accept, endorse, discount, execute, negotiate, deal in and issue cheques, promissory notes, bills of exchange, bills of lading, warrants and other negotiable or transferable instruments.
- 4.2 To invest the funds of the Association not immediately required only with registered financial institutions as defined in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984, and in securities listed on a licensed stock exchange as defined in the Stock Exchange Control Act, 1985 (Act NO. 1 of 1985).
- 4.3 To raise or borrow, or secure the payment of money, or the performance of any obligation, in such

a manner and on such terms as may seem expedient, and in particular by the issue of debentures or debenture stock, whether perpetual or otherwise, charged upon the whole or any part of the property of the Association, both present and future, and to redeem purchase or pay off any such securities, and to confer any special rights and privileges on the holders of such debentures or debenture stock.

- 4.4 To employ, remunerate and dismiss staff and to grant pensions, allowances, gratuities and bonuses to any persons who have been in the employ or service of the Association, or the dependants of such person.

## 5. LIMITATIONS

- a. The Association shall not carry on any profit making activities, including inter alia ordinary trading operations in the commercial sense, speculative transactions, dividend stripping activities or the letting of property on a systematic or regular basis.
- b. The Association shall not provide any financial assistance, premises, continuous services or facilities to its members for the purpose of carrying on any business, profession or occupation by them.
- c. The funds of the Association shall be utilised solely for the furtherance of the objectives set out in clause 3. No surplus funds shall be distributed to any person.

## 6. MEMBERSHIP

- 6.1 Any employer engaged in the Industry, which accepts the objectives and principles of the Association as stated in this Constitution shall be eligible for membership of the Association.
- 6.2 All employers who apply for membership subsequent to the adoption of this Constitution by the founding members shall be proposed and seconded by Members of the Association and shall be admitted at a General Meeting, the notice of which has intimated the intention to propose such employer as a new Member.
- 6.3 Each Member of the Association shall be entitled to be represented at (Annual) General Meetings of the Association by a nominated representative or an alternate to such representative.
- 6.4 Members shall notify the Association in writing of the names of their representatives and alternates and of any change in the identity of their representatives and alternates within one (1) month of their appointment.
- 6.5 Every Member shall register with the Secretary an address and telefax number in the Republic of South Africa to which notices may be sent. Should a Member fail to provide these details and keep them up to date, he/she shall be deemed to have waived his/her right to receive notices.
- 6.6 A Member wishing to resign shall give three (3) calendar months' notice to the Secretary of the Association in writing and the resignation shall become effective on the expiry of the three (3) month period.
- 6.7 A Member may be fined, suspended, or expelled from the Association by the Executive Committee for being in arrears with subscriptions for more than six (6) months. Such Member shall continue to be liable for all moneys due to the Association at the time of the Executive Committee decision.

## 7. LIABILITY

The liability of members shall be limited to the amount unpaid on their subscriptions. Every office bearer, committee person, paid official and employee of the Association shall be indemnified by the Association against all costs, losses and expenses he may incur as a result of his carrying out the instruction of the Association or in the performance of his legitimate official duty of the Association.

## 8. INAUGURAL MEETING

The inaugural meeting of the Association shall be held prior to the first Annual General Meeting.

- a. Prospective members of the Association present at the inaugural meeting (the founding members), shall:
  - i. Agree and adopt this Constitution by a majority vote, each prospective member exercising a single vote.
  - ii. Elect an interim Executive Committee to serve until the first Annual General Meeting of the Association from nominations received at the meeting.
  - iii. Ensure that the composition of the interim Executive Committee conforms to clauses 9.1, 9.2 and 9.4 of this Constitution.
- b. The interim Executive Committee shall:
  - i. Elect a Chairman and Vice Chairman from among their members and appoint a Secretary.
  - ii. Determine interim membership fees.
  - iii. Instruct the Secretary to register the Association with the Department of Labour and seek a tax directive from the Department of finance.
  - iv. Take such other steps as are required of it in terms of this Constitution.

## 9. ELECTION AND DUTIES OF OFFICE BEARERS

The management of the affairs of the Association between (Annual) General Meetings shall be vested in an Executive Committee.

- 9.1 The Association shall at its first Annual General Meeting after the inaugural meeting and at every subsequent Annual General Meeting elect not more than ten (10) representatives and alternates to the Executive Committee from written nominations received twenty one (21) days before the meeting.
- 9.2 Not more than five (5) Executive Committee members shall be nominated and elected from small employers in the Industry.
- 9.3 The Executive Committee shall at its last meeting prior to an Annual General Meeting review its composition in terms of clauses 9.1 and 9.2 having due regard to the size and composition of the membership of the Association. Any adjustments deemed necessary shall be approved by a majority vote at the Annual General meeting.
- 9.4 The members of the Executive Committee shall be nominated and elected in accordance with the provisions of this Constitution, provided that if more representatives are nominated than the available number of Executive Committee positions, the Association shall take a ballot in order to elect the required number of Executive Committee members. A member of the Executive Committee shall lose his/her seat on the Executive Committee if he/she resigns from or otherwise terminates his/her services with the member Company.
- 9.5 In the event that a position remains vacant then any member may fill that vacancy provided that

- any company or group of companies shall not be entitled to have more than two members on the Executive Committee.
- 9.6 The Executive Committee shall elect a Chairman and a Vice-Chairman from among their number and appoint a Secretary. The Chairman and Vice-Chairman of the Executive Committee shall ipso-facto be Chairman and Vice-Chairman of the Association.
- 9.7 The Chairman shall preside and enforce order at all meetings at which he/she is present; sign minutes after confirmation and perform such other duties described by this Constitution and which by usage and custom pertain to this office.
- 9.8 The Vice-Chairman shall exercise the powers and perform the duties of the Chairman in the absence of the latter.
- 9.9 The Secretary shall, in accordance with the provisions of this Constitution, conduct the correspondence, attend all meetings of the Association, take minutes of the proceedings at meetings, keep a register of Members' details, conduct the financial affairs of the Association, arrange for an audit of the financial affairs, prepare the financial statements as required by Clause 14.6 of this Constitution and perform such other duties in pursuance of the objectives of the Association as the Annual General Meeting or the Chairman may direct. The Secretary shall ensure compliance with the requirements of Sections 98 and 99 of the Act.
- 9.10 In the event of the Chairman, Vice-Chairman or Secretary being unable to perform their duties, the Executive Committee shall elect an acting Chairman, Vice-Chairman or Secretary who shall exercise the powers and perform the duties of the Chairman, Vice-Chairman or Secretary as the case may be while the incumbent office bearer remains unable to perform his/her duties.
- 9.11 In the event that any member of the Executive Committee vacates his office for any reason, the remaining members of the Executive Committee shall hold a special meeting to elect another member in his/her place. If the member vacating his office is the Chairman or Vice-Chairman, the Executive Committee shall elect a replacement from among their number.
- 9.12 The Executive Committee shall, subject to the general direction and control of (Annual) General Meetings, and to the provisions of this Constitution, have power to:
- 9.12.1 Appoint from time to time such sub-committees as it may deem fit for the purpose of investigating and reporting on any matter referred to them by the Executive Committee, including a sub-committee to act as an Industrial Relations Forum, comprising human resource managers in the Industry and appropriate advisors and functioning as a general advisory body to the Association. All sub-committees appointed in terms of this clause shall report to the Executive Committee, which will in turn report to the Association.
- 9.12.2 Elect representatives to any industrial council, conciliation board or similar body for the resolution of disputes between employers and employees.
- 9.12.3 Apply for the Association to become a party to a bargaining or statutory council established in terms of the Act.
- 9.12.4 In terms of Clause 3.4, mandate a sub-committee to negotiate terms and conditions of employment having due regard to mandates as obtained in terms of Clause 12.10.1.
- 9.12.5 To nominate delegates to any committee or meeting of any body or association relevant to the objectives of the Association, such delegates being empowered to act within decisions properly taken by or on behalf of the Association and to carry the Association's mandate.
- 9.12.6 Deal with disputes between a Member or any one or more Members and to endeavour to settle disputes by conciliatory methods.
- 9.12.7 Institute legal proceedings on behalf of, or to provide legal assistance to Members on

matters affecting the relationship between themselves and between the Association and organised labour in the Industry and to institute legal proceedings against individual Members.

- 9.12.8 Admit or refuse to admit persons to membership of the Association, to determine the conditions under which former Members of the Association may be readmitted to membership, and to suspend, fine or expel a Member for cause appearing sufficient to a majority of the Executive Committee.
- 9.12.9 A Member so fined, suspended or expelled shall have the right to appeal the decision by following the procedure described in Clause.10.3.
- 9.12.10 Institute legal proceedings on behalf of or to defend proceedings against the Association.
- 9.12.11 Acquire, either by purchase, lease or otherwise, any movable or immovable property on behalf of the Association, and to sell, let, mortgage, or otherwise deal with or dispose of any movable or immovable property belonging to the Association, provided that no immovable property shall be acquired, sold, mortgaged, let or leased for a period longer than five (5) years, unless at least thirty (30) days' written notice of intention to do so has been given to each Member of the Association by the Secretary. If during this period of written notice not less than five (5) Members demand in writing that a ballot be taken on the proposed action, such ballot shall be taken.
- 9.12.12 Engage and dismiss employees of the Association and to fix their conditions of employment and define their duties.
- 9.12.13 Open and operate a banking account in the name of the Association.
- 9.12.14 Do such other lawful things as, in the opinion of the Executive Committee, appear to be in the interests of the Association and which are not inconsistent with the objectives set out in Clause 3 or any matter specifically provided for in this Constitution.

## 10. **REMOVAL OF OFFICE-BEARERS AND OFFICIALS**

- 10.1 An office-bearer or official may be removed from office:
- a) If he/she infringes any of the provisions of this Constitution;
  - or
  - b) If he/she acts in a manner, which is detrimental to the interests of the Association.
- 10.2 No office-bearer or official may be removed from office unless he/she has been afforded an opportunity to state his/her case personally at a meeting of the Executive Committee.
- 10.3 An office-bearer or official who has appeared before the Executive Committee and who is dissatisfied with the decision of the Committee shall have the right to appeal to the first ensuing General Meeting of the Association. Notice of appeal shall be given to the Secretary, in writing, within seven (7) days of the date on which the decision of the Executive Committee was communicated to the person concerned. The General Meeting may confirm or reverse the decision of the Executive Committee and the decision of the General Meeting shall be final.

## 11. **BALLOTS**

- 11.1 A ballot on any issue shall be taken if the Executive Committee so decides or in terms of the requirements of this Constitution, and shall also be taken
- a) If requested in writing by at least five (5) Members of the Association;
- and
- b) On any proposal to call a lockout.
- 11.2 Ballots shall be conducted in the following manner:
- 11.2.1 Notice of a ballot shall be given to each Member of the Association in writing by the secretary, at least three (3) days before the ballot is to be taken, provided that a ballot may be taken without notice at any (Annual) General Meeting on the decision of a majority of the Members present.
  - 11.2.2 Two scrutineers shall be appointed by the Executive Committee or any (Annual) General Meeting to supervise any ballot and to ascertain the result thereof.
  - 11.2.3 Except in the case of postal ballots and ballots taken at (Annual) General Meetings on the decision of a majority of the Members present, ballots shall be conducted at such other places as may be specified in the notice referred to in Clause 11.2.1 on the date and during the hours specified in the said notice.
  - 11.2.4 The Secretary shall supply ballot papers. 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.
  - 11.2.5 Ballot boxes shall be inspected by the scrutineers and sealed by the Secretary in their presence prior to the issuing of ballot papers.
  - 11.2.6 One ballot paper only shall be issued on demand at the place and during the hours fixed for the taking of the ballot to each Member who is entitled to vote.
  - 11.2.7 Each voter shall, in the presence of the scrutineers, be issued with one ballot paper, which he/she shall thereupon complete, fold and deposit in a ballot box provided for the purpose.
  - 11.2.8 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 bearing any other marks shall be regarded as spoilt and shall not be counted.
  - 11.2.9 On completion of a ballot or as soon as possible thereafter, the result thereof shall be ascertained by the scrutineers in the presence of the Secretary and made known to the Executive Committee.
  - 11.2.10 Ballot papers, including spoilt papers, shall be placed in a container, which shall be sealed after they have been counted and retained by the Secretary for not less than three years.
- 11.3 The Executive Committee may decide that a postal ballot of Members shall be taken, in which event the ballot shall be conducted in the following manner:
- 11.3.1 The Secretary shall send by registered post to each Member of the Association a ballot paper and a stamped and addressed envelope marked "Ballot". The ballot paper shall on completion be inserted in the envelope provided for the purpose, shall be sealed and posted so as to reach the Secretary within two (2) weeks from the date of dispatch from the Secretariat to such member. On receipt of such envelopes, the Secretary shall immediately place such envelopes in a sealed ballot box.

- 11.3.2 Two scrutineers shall be appointed by the Executive Committee to ascertain the result of the ballot. The ballot box shall be opened and the ballot papers counted by the scrutineers in the presence of the Secretary, who shall immediately advise the Executive Committee of the result of the ballot.
- 11.3.3 The same procedure shall *mutatis mutandi* apply to a postal ballot confined to members of the Executive Committee of the Association.
- 11.4 In any ballot conducted in connection with any election the candidates, up to the required number, receiving the highest number of votes shall be declared elected.
- 11.5 The Executive Committee shall be bound to take action according to the decision of a majority of the Members voting in a ballot.
- 11.6 The Association shall, before calling a lock-out, conduct a ballot of those of its Members in respect of whom it intends to call the lockout.
- 11.7 Notwithstanding anything to the contrary contained in this Constitution, Members of the Association shall not be disciplined or have their membership terminated for failure or refusal to participate in a lock-out if:
- a) No ballot was held about the lock-out,
  - or
  - b) A ballot was held but a majority of the Members who voted did not vote in favour of the lockout.

## 12. MEETINGS ANNUAL GENERAL MEETING AND SPECIAL MEETINGS

- 12.1 Notices of (Annual) General Meetings showing the business to be transacted thereat shall be given to Members in writing by the Secretary not less than fourteen (14) days before the date of such meetings provided that in the case of meetings of the Executive Committee such shorter written notice being not less than twenty four (24) hours, as may be decided by the Chairman, may be given.
- 12.2 All Members' representatives and such other persons as the Executive Committee or the Chairman of the meeting may authorise, shall be entitled to attend all (Annual) General Meetings of the Association, provided that persons who are not Members or representatives shall not be entitled to vote and shall not participate in discussion except with the permission of the Chairman presiding at the meeting. Each Member has a single vote and decisions are taken by a majority vote. The Chairman has a casting vote.
- 12.3 The Annual General Meeting of the Association shall be held before the end of June each year. The business of the Annual General Meeting shall be:
- To elect an Executive Committee.
  - To review and approve financial statements, fix subscriptions and agree on expense budgets and on the use of surplus funds;
  - Any other business, of which notice has been given by any Member to the Secretary not less than fourteen (14) days before the meeting.
- 12.4 All matters on which this Constitution is silent shall be decided on motion by a majority vote of the Members present at an (Annual) General Meeting.
- 12.5 The Executive Committee shall ordinarily meet once every three (3) months on a date to be fixed by the Chairman. Special Meetings of the Executive Committee shall be called by the Chairman whenever he deems it advisable or upon a requisition signed by not less than five (5) members of the Executive Committee, in which event the Special Meeting shall be called within fourteen (14) days of receipt of the requisition by the Chairman.
- 12.6 Members of the Executive Committee shall be notified in writing of the time and place of

meetings of the Committee by the Secretary at least fourteen (14) days before the dates of such meetings, provided that shorter notice, being not less than twenty four (24) hours may, at the discretion of the Chairman, be given in respect of Special Meetings. To every Notice of meeting an Agenda shall be attached. All matters for consideration by the Executive Committee, shall be decided on by a majority decision by a show of hands unless a ballot is required by Members present at a meeting. Each Member has a single vote. In the case of an equality of votes the Chairman shall have a second or casting vote.

12.7 The quorum for any (Annual) General Meeting shall be 25% (twenty five percent) of the Members in good standing and the quorum for Executive Committee meetings shall be 50% (fifty percent) of the members of the committee. If within ten (10) minutes of the time fixed for any meeting a quorum is not present, the meeting shall stand adjourned to the same day in the week following (and if that day is a public holiday then to the next succeeding working day) at the same time and place. At such adjourned meeting of which written notice shall be given, the members present shall form a quorum. Each member or his representative shall have one vote only at General meetings or in ballots conducted by the Association as called for by the Executive Committee from time to time.

12.8 At every (Annual) General Meeting the minutes of the last preceding meeting shall be read by the Secretary or provided they have been circulated in advance, be taken as read and signed by the Chairman after confirmation. Minutes of meetings of the Executive Committee shall be similarly dealt with by that body.

12.9 The proceedings of any meeting shall not be invalidated by reason of non-receipt by any Member of the Notice of Meeting.

#### 12.10 **Special Meetings of the Association**

A special meeting of the Association shall be called at a date, time and venue determined by the Chairman:

12.9.1 To obtain an initial mandate from Members for the purpose of collective bargaining and other issues (where this has not been dealt with in General Meetings) at least fourteen (14) days before the commencement of negotiations with organised labour and as and when appropriate after obtaining such initial mandate for the purpose of obtaining any further mandates which may be necessary;

and

12.9.2 As requested by at least one-fifth of the Members, at a date, time and venue determined by the secretary.

### 13. **CONFIDENTIALITY**

The affairs of the Association and the proceedings of and discussions at all meetings of the Association and all its committees shall be confidential unless stated in writing to the contrary by the Executive Committee.

### 14. **EXPENSES OF THE ASSOCIATION**

14.1 The expenses of the Association shall be met from a fund which shall be raised by subscriptions and/or levies as decided by the Executive Committee from time to time and approved by the Association in (Annual) General Meeting and shall be proportional to employee numbers.

14.2 Members shall, before the end of January each year, submit a written statement to the Secretary recording their number of permanent employees on January 1st of that year. This number shall form the basis for determining subscriptions for the ensuing calendar year. Annual subscriptions shall not exceed Fifty Rand (R50,00) per employee per calendar year.

14.3 Subscriptions and/or levies shall be paid annually in advance before 31 March in each year unless otherwise decided by the Association in General Meeting.

14.4 All funds received shall be deposited to the credit of the Association within three (3) days after receipt, in such bank as the Executive Committee may from time to time determine.

All amounts due by any debtor of the Association to be paid by direct deposit or electronic means or to be paid in cash or by cheque, shall be paid to the secretary or his/her nominee, who shall deposit them in such bank as may be decided upon by the Executive Committee.

14.5 All payments from the funds of the Association exceeding an amount determined from time to time at an Annual General Meeting, shall require the approval of the Executive Committee and shall be payable by cheque, signed by two members of the Executive Committee.

All payments from the funds of the Association exceeding an amount determined from time to time at an Annual General Meeting, shall require the approval of the Executive Committee and shall be payable by cheque signed, or in the case of internet banking, authorised by any two of the following:

- The Chairman or Vice-Chairman and/or secretary or such other person(s) as may be authorised from time to time at the Annual General Meeting.

The Secretary shall have the authority to make any payments not exceeding this agreed amount.

14.6 Statements showing the income and expenditure and the financial position of the Association shall be submitted to it by the Secretary at each meeting of the Executive Committee of the Association, as well as at the Annual General Meeting.

The Secretary shall cause to be prepared not later than 31 March in each year:

- A Statement of Income and Expenditure
- A Balance Sheet

The Secretary shall cause such statement of funds received and expended to be audited by an independent auditor duly appointed by the Executive Committee, for the twelve (12) months ending 31 December together with the statement showing the Association's assets and liabilities at that date. The audited statements and the auditor's report thereon shall be available for inspection by any Member of the Association and be approved at the next Annual General Meeting.

#### 14.7 **Inspection of Books**

Every member shall have free access during business hours to all documents of all meetings of the Association and to all audited accounts and to the auditors' report thereon; they shall not be removed without the consent of the Executive Committee but members shall be permitted to make copies of or to take extracts from the annual statements of income and expenditure and balance sheet and the auditors' report thereon and for the purpose true copies of such documents shall be made available to them.

### 15. **DUTY TO PROVIDE INFORMATION TO REGISTRAR**

15.1 The Association shall provide to the Registrar:

15.1.1 By March 31 each year, a statement, certified by the Secretary that it accords with its records, showing the number of members as at December 31 of the previous year and any other related details that may be required by the Registrar;

15.1.2 Within thirty (30) days of receipt of its auditor's report, a certified copy of that report

and of the financial statements;

15.1.3 Within thirty (30) days of receipt of a written request by the Registrar, an explanation of anything relating to the statement of membership, the auditor's report or the financial statements;

15.1.4 Within thirty (30) days of any appointment or election of its national office-bearers, the names and work addresses of those office-bearers, even if their appointment or election did not result in any changes to its office-bearers;

and

15.1.5 Thirty (30) days before a new address for service of documents will take effect, notice of that change of address.

## 16. **AMENDMENTS**

16.1 The objectives of the Association and any clause in this Constitution may be altered, amended or added to by a resolution duly carried by a majority of not less than two-thirds of the vote represented at (Annual) General Meeting of the Association called for that purpose.

16.2 A quorum for the purpose of this clause shall not be less than one-third of the Members in good standing.

16.3 Any amendments to this constitution shall be submitted to the Commissioner for the South African Revenue Service for approval.

16.4 No amendment shall have any force or effect until certified in terms of Subsection (3) of Section 101 of the Act.

## 17. **WINDING-UP**

17.1 The Association shall be wound up if at a ballot conducted in the manner prescribed in this Constitution not less than three-fourths of the total number of Members of the Association vote in favour of a resolution that the Association be wound up.

17.2 If a resolution for the winding-up of the Association has been passed or if for any reason the Association is unable to continue to function the following provisions shall apply:

17.2.1 The last appointed chairperson of the Association, or if he/she is not available, the available members of the last-appointed Executive Committee of the Association, shall forthwith transmit to the Labour Court a statement signed by him/her or them setting forth the resolution adopted or the reasons for the Association's inability to continue to function, as the case may be, and request the Labour Court to grant an order in terms of Section 103 of the Act.

17.2.2 The liquidator appointed by the Labour Court shall call upon the last-appointed office-bearers of the Association to deliver to him/her the Association's books of accounts showing the assets and liabilities together with the register of Members showing, for the twelve (12) months prior to the date on which the resolution for winding-up was passed or to the date as from which the Association was unable to continue to function, as the case may be (hereinafter referred to as the date of dissolution), the membership fees paid by each Member and his/her address as at the said date.

The liquidator shall also call upon the said office-bearers to hand over to him/her all unexpended funds of the Association and to deliver to him/her the Association's assets and the documents necessary in order to liquidate the assets.

- 17.2.3 The liquidator shall take the necessary steps to liquidate the debts of the Association from its unexpended funds and any other moneys realised from any assets of the Association, and if the said funds and moneys are insufficient to pay all creditors after the liquidator's fees and the expenses of winding-up have been met, the order in which creditors shall be paid shall be the same as that prescribed in any law for the time being in force relating to the distribution of the assets of an insolvent estate, and the liquidator's fees and the expenses of winding-up shall rank in order as though the expenses were the costs of sequestration of an insolvent estate.
- 17.2.4 On dissolution of the Association, the remaining assets will be given or transferred to another organisation with objectives similar to those of the Association and which is itself exempt from income tax in terms of section 10 (1) (d) of the Income Tax Act.
- 17.2.5 The liability of Members shall for the purpose of this clause be limited to the amount of subscriptions due by them to the Association in terms of this Constitution as at the date of dissolution.

Signed at ..... on behalf of the Surface Coatings Industry Employers' Association on this ..... day of .....

SIGNED:

\_\_\_\_\_  
**CHAIRMAN OF THE ASSOCIATION**

SIGNED:

\_\_\_\_\_  
**SECRETARY OF THE ASSOCIATION**