

COMPANIES AND INTELLECTUAL PROPERTIES COMMISSION

REPUBLIC OF SOUTH AFRICA

In accordance with s 16(1)(c)

MEMORANDUM OF INCORPORATION OF

THE WILDLIFE AND ENVIRONMENT SOCIETY OF SOUTH AFRICA (RF) NPC

Shortened name: WESSA (RF) NPC

Registration No. 1933/004658/08

("WESSA")

WESSA is a non-profit company with members, with **the object of enabling citizen action for environmental stewardship and promoting public participation in caring for the Earth.**

Adoption of Memorandum of Incorporation

This amended Memorandum of Incorporation ("**MOI**") was adopted by the members of WESSA, in accordance with section 16(1)(c) of the Companies Act, 2008 ("**the Act**"), as evidenced by the special resolution to which this MOI is annexed which was taken at a meeting of members on 3 October 2026.

Confirmed as so adopted and amended

Chairperson

In this MOI:

- a) A reference to a clause by number refers to the corresponding clause in this MOI;*
- b) A reference to a section by number refers to the corresponding section of the Act;*
- c) Words that are defined in the Act bear the same meaning in this MOI as in the Act; and*
- d) A reference to a "**Policy**" shall include all Policies, Terms of Reference, Standard Operating Procedures or Guidelines and refers to the applicable version of such Policy adopted by WESSA from time to time.*

1. INCORPORATION AND GOVERNING LAW

- 1.1 WESSA was incorporated as an Association not for gain, under the Union Companies Act, 46 of 1926. In terms of the Act, it is now a non-profit Company, as defined in the Act.
- 1.2 WESSA is governed by:
 - 1.2.1 the unalterable provisions of the Act that are applicable to non-profit companies;
 - 1.2.2 the alterable provisions of the Act that are applicable to non-profit companies, subject to any limitation, extension, variation or substitution set out in this MOI; and
 - 1.2.3 the provisions of this MOI.

2. OBJECTS AND POWERS OF WESSA

- 2.1 WESSA is subject to the special conditions contained in this clause 2, as contemplated in section 15(2)(b).
- 2.2 The objects of WESSA are as set out on the first page of this MOI and describe the ambit and types of the public benefit activities (as defined in the Ninth Schedule to the Income Tax Act 58 of 1962, as amended [**"the Income Tax Act"**]) which WESSA intends to carry out.
- 2.3 WESSA shall have all the legal powers and capacity of an individual, except to the extent necessarily implied by the stated objects, and except to the extent that a juristic person is incapable of exercising such a power or having such a capacity, and subject to the following restrictions, limitations or qualifications, as contemplated in section 19(1)(b)(ii):
 - 2.3.1 All of the powers may only be executed in accordance with the main object of WESSA;
 - 2.3.2 WESSA may not:
 - 2.3.2.1 amalgamate or merge with, or convert to, a profit company; or
 - 2.3.2.2 dispose of any part of its assets, undertaking or business to a profit Company, other than for fair value, except to the extent that such a disposal of an asset occurs in the ordinary course of the activities of the Company;
 - 2.3.2.3 knowingly become a party to, or knowingly permit itself to be used as part of any tax avoidance scheme, being any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax duty or levy which would have been or would have become payable by any person under the Income Tax Act or any other Act Administered by the Commissioner for the South African Revenue Services.
 - 2.3.3 All of the public benefit activities of WESSA shall be carried out in a non-profit manner and with an altruistic or philanthropic intent and no activities shall be intended to directly or indirectly promote the economic self-interest of any Director, officer, member or employee of WESSA, otherwise than by way of reasonable remuneration payable to that Director, officer, member or employee.
 - 2.3.4 WESSA shall not use its resources directly or indirectly to support, advance or oppose any political party.

3. OPTIONAL PROVISIONS OF THE ACT

- 3.1 WESSA elects, in terms of section 34 (2), to comply voluntarily with some of the provisions of Chapter 3 of the Companies Act, 2008, in that WESSA:
- 3.1.1 may appoint a Company secretary, and, in this circumstance, will comply with sections 86 to 89; and
- 3.1.2 will appoint an auditor, in terms of sections 90 to 93.

4. MEMBERS OF WESSA

- 4.1 As contemplated in item 4(1) of Schedule 1 to the Act, WESSA has Members who are in either of two classes, being voting and non-voting Members, respectively.
- 4.2 The Members of WESSA shall be such persons or bodies which support the objectives of WESSA as may be admitted from time to time in terms of this MOI.
- 4.3 Subject to the provisions of clause 4.5 hereof, the Board may fix the subscriptions or other charges payable to WESSA by the Members and, in fixing such subscriptions or other charges, may differentiate among the Members belonging to different categories of membership.
- 4.4 Members shall be made up of:
- 4.4.1 **Individual, natural persons**, each of whom shall have one vote (except for members under the age of 18 (eighteen), who shall be non-voting members);
- 4.4.2 **Legal entities** which are commercial or businesses entities, or which are non-profit legal entities, each legal entity having 1(one) member number and 1 (one) vote;
- 4.4.3 **Family Group** members, each family group having 1 (one) membership number and 1 (one) vote;
- 4.4.4 **Affiliated** or aligned **organisations** or groups, known as **Friends Groups** and **Conservancies** and other local biodiversity or environmental organisations, clubs or groups. Each Affiliated Organisation shall have one membership number and 1 (one) vote; and
- 4.4.5 **Schools** which wish to become members, each school having 1 (one) membership number and one vote; and
- ~~4.4.6 All directors and permanent **employees** of WESSA, each of whom shall have 1 (one) vote;~~
- 4.5 Upon the recommendation of the Board, the Members at any general meeting may appoint as an Honorary Life Member of WESSA, any adult natural person who has rendered any long or conspicuous service to WESSA or who has in a conspicuous manner promoted the object of WESSA. An Honorary Life Member shall not be required to pay any subscriptions to WESSA.
- 4.6 Admission to any category of membership of WESSA shall be at the sole discretion of the Board or its nominee, which may either admit or refuse to admit any applicant, and in the event of its refusing to admit any applicant, it shall not be obliged to furnish reasons for its refusal.
- 4.7 The Board shall have the right to delegate to any Committee or any employee or office bearer of WESSA, the power to admit or to refuse to admit any applicant to membership and the provisions of 4.6 hereof shall *mutatis mutandis* apply to such Committee, employee or office bearer.
- 4.8 Membership of WESSA shall be valid for a period of 1 (one) year from the date upon which membership is granted and shall thereupon automatically cease and the Member's name shall be struck from the

register of Members, unless the Member has made application for renewal of membership and paid the amount then determined for the respective category of membership for the ensuing year, provided that the provisions hereof may be waived in respect of any application for renewal received within a reasonable period after the expiry of the previous period of membership.

- 4.9 The provisions of clauses 4.6, 4.7 and 4.8 shall apply to any application for renewal of membership.
- 4.10 WESSA shall maintain at its National Office or at such other place as may from time to time be determined by the Board, a register of Members as provided in Section 24(4)(a) of the Act, which register shall be open for inspection as provided in Section 26 of the Act.
- 4.11 Matters concerning the discipline of the Members, the adherence of Members to the Rules and processes of WESSA, the non-payment of member fees, any action to be taken in these matters (including removal of Members) shall be dealt with in terms of the WESSA Policies, in place from time to time. These Policies shall:
 - 4.11.1 Ensure that the appropriate structure deals with any particular matter, and that no structure of WESSA is the judge on its own case;
 - 4.11.2 Respect the privacy, confidential information and reputation of all parties;
 - 4.11.3 Be administratively fair, and allow the right to reply when appropriate;
 - 4.11.4 Impose only sanctions which are necessary and appropriate.
- 4.12 No Member who has been expelled from WESSA shall be entitled to any refund of any portion of any subscription fees paid in connection with such Member's membership of WESSA.
- 4.13 A Member of WESSA shall cease to be a Member if:
 - 4.13.1 such Member resigns in writing addressed to the Chairperson of WESSA or to its Secretary at its registered office;
 - 4.13.2 the Member is suspended or expelled through an administrative process of the relevant WESSA structure, in accordance with the WESSA Policies
 - 4.13.3 such Member's nomination by the body which such Member represents is revoked in writing addressed to the Chairperson of WESSA or its Secretary at its registered office;
 - 4.13.4 such Member dies or is declared legally incapable of managing their affairs or is convicted of a criminal offence the nature of which is directly undermines or is opposed to the mission and work of WESSA; or
 - 4.13.5 such Member, being a juristic person, is wound up or placed under judicial management, in any such case provisionally or finally.

5. RIGHTS OF MEMBERS

- 5.1 Members which are Legal Entities, Family Groups, Friends Groups, Conservancies or Schools, shall appoint a representative who shall speak and vote on behalf of that member in all meetings and other communications or processes of members. The name of the representative may be updated by notice in writing from time to time,
- 5.2 Members (or representatives of juristic members) may appoint proxies to act on their behalf at meetings of WESSA provided that:
 - 5.2.1 Members may not appoint more than 1 (one) proxy at a time proxies;

- 5.2.2 a Member's proxy may not re-allocate their proxy to another person;
 - 5.2.3 unless authorised by the Board in advance, no person may act as proxy for more than 3 (three) Members at any time;
 - 5.2.4 a Member must deliver to WESSA a copy of the instrument appointing a proxy before that proxy may exercise the Member's rights at a Members meeting;
 - 5.2.5 any Member intending to vote by proxy shall have the right to terminate such proxy at any time prior to the commencement of the meeting by lodging with the WESSA Secretary a written notice terminating such proxy and a proxy shall further be deemed to be *ipso facto* terminated in the event of the Member who granted such proxy being present at the meeting; and
 - 5.2.6 a Member's proxy may not decide without direction from the Member whether to exercise, or abstain from exercising any voting right of the Member.
- 5.3 Any Member possessed of voting rights shall have the right to demand a poll upon any matter upon which any meeting at which they have the right to vote is required to decide.
- 5.4 Only Members or representatives of Members who are 18 (eighteen) years and older shall have a vote attaching to their membership or be entitled to hold any office in WESSA.
- 5.5 If, at any time, WESSA's Board of Directors fails to determine a record date (being the date upon which it is determined which persons are recorded as Members of WESSA), as contemplated in section 59, the record date for the relevant matter is:
- 5.5.1 in the case of a meeting, the latest date by which WESSA is required to give Members notice of that meeting; or
 - 5.5.2 the date of the action or event, in any other case.

6. MEETINGS OF MEMBERS: CONVENING

- 6.1 WESSA shall convene an Annual General Meeting ("**AGM**") of its Members once in every calendar year, but no more than 15 (fifteen) months after the date of the previous AGM, or within an extended time allowed by the Members by unanimous vote.
- 6.2 Special General Members' meetings of all Members shall also be called:
- 6.2.1 at any time that the Board is required by the Act or this MOI to refer a matter to Members for decision and the Board determines that it is not appropriate to hold the matter over till the following annual general meeting; or
 - 6.2.2 if the number of Directors drops below the minimum required by this MOI, and the next annual general meeting is more than 2 (two) months from the date upon which the relevant Director/s cease/s to act; or
 - 6.2.3 if the Board resolves to call a meeting of the Members, and directs the WESSA Secretary to call such a meeting; or
 - 6.2.4 in the event of at least one hundred Members in good standing requesting in writing a meeting, in which case the WESSA Secretary shall, within 28 (twenty-eight) days of such request, convene a general meeting of WESSA.
- 6.3 Meetings of all Members shall be held in South Africa or elsewhere, in a location determined by the Board, with due regard to the requests of Members.

- 6.4 Notice of any Annual General Meeting, or Special General Meeting, shall be given in writing not fewer than 21 (twenty-one) days before the date of such meeting and shall be distributed as provided for herein to each person entitled to attend such meeting.
- 6.5 Notice of any AGM or Special General Meeting shall be published on the WESSA website, and in addition may be given through any National or Regional publication of WESSA or by publication or by email or any other electronic means, the intention being to bring such notice to as many Members as possible who are entitled to attend such meeting.
- 6.6 WESSA may conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 63 so long as the electronic communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.
- 6.7 The rules for the conduct of meetings set out in this clause and of clause 7 shall also apply to meetings of Members in Regions and Branches, except where they are expressly varied.

7. MEMBERS MEETINGS: QUORUM AND VOTING

- 7.1 The quorum requirement for an AGM or a Special General Meeting of all Members to begin, or for a matter to be considered is 50 (fifty) voting Members being present or represented by proxy.
- 7.2 The quorum requirement for meetings of the Board and of all Committees of WESSA, be they Board, Region or Branch, or any subcommittees thereof, for a meeting to begin, or for a matter to be considered, shall be 50 (fifty)% plus one of voting Members serving on that body being present.
- 7.3 In the case of non-committee meetings of Regions or Branches, the quorum will be as decided by each Region or Branch, subject to the Board approving the quorum determined by the Region or Branch in advance of the meeting, and any decision on a substantive matter being referred to the Board for final decision.
- 7.4 If, within thirty minutes after the appointed time for a meeting to begin, the quorum requirements for that meeting to begin have not been satisfied, the meeting shall be automatically postponed without considering any business or item of the agenda for a date determined being not fewer than 7 (seven) days nor more than 21 (twenty one) days after the date of adjournment, subject to the proviso in 7.5. If the quorum requirements for consideration of a particular matter to begin have not been satisfied and:
- 7.4.1 if there is other business on the agenda of the meeting, consideration of that matter may be postponed to a later time in the meeting without motion or vote; or
- 7.4.2 if there is no other business on the agenda of the meeting, the meeting is adjourned for 1 (one) week, without motion or vote.
- 7.5 The rules in 7.1 to 7.4 shall be subject to the proviso that the person intended to preside at a meeting that cannot begin may extend the 30 (thirty) minute limit allowed for in a reasonable period on the grounds that exceptional circumstances affecting weather, transportation or electronic communication have generally impeded or are generally impeding the ability of Members to be present at the meeting or one or more particular Members, having been delayed, have communicated an intention to attend the meeting, and those Members, together with others in attendance, would satisfy the quorum requirements.

- 7.6 Subject to the provisions of clause 5.4 hereof and to any other provisions contained in this MOI the voting Members shall have the right to vote at all meetings of WESSA, and each voting Member shall have 1 (one) vote.
- 7.7 For a resolution to be adopted at a Members meeting, it must be supported by:
- 7.7.1 in the case of an ordinary resolution, 50 (fifty)% plus 1 (one) of the Members who voted on the resolution; and
- 7.7.2 in the case of a special resolution, at least 75 (seventy five)% of the Members who voted on the resolution, as provided in section 65(7).
- 7.8 The Members may consider a matter other than at a meeting, and the Members may, instead of voting to make a decision at a meeting, adopt a decision by written consent of the Members. Proposed written resolutions shall be electronically submitted to voting Members for consideration and electronic voting by Members and:
- 7.8.1 voting shall close when votes from all Members are received or 20 (twenty) business days after the call for votes, whichever occurs sooner, in accordance with section 60 of the Act; and
- 7.8.2 the number of votes received shall be at least the number required for a quorum at a meeting of voting Members; and
- 7.8.3 for a resolution to be adopted it must be supported by:
- 7.8.3.1 more than 50 (fifty)% of votes received in the case of an ordinary resolution; or
- 7.8.3.2 at least 75 (seventy five)% of votes received in the case of a special resolution.
- 7.8.4 the results of the voting shall be communicated to all Members within 10 (ten) business days of the close of the voting period.
- 7.9 A special resolution of the members is required for those matters set out in section 65(11), being the amending of the MOI, approving the voluntary winding up of WESSA, disposing of all or a greater part of the assets of WESSA, or amalgamation with another Company and for the approving of any board remuneration in terms of section 66(8) and 66(9).

8. REGIONS AND BRANCHES

- 8.1 The Board may at any time and from time to time determine the activities and groupings of Members by region ("**Regions**") and branches ("**Branches**") within such Regions, and in consultation with the affected Regions, increase or reduce the number of Regions and Branches and define the area of territorial jurisdiction of such number of Regions and Branches and may likewise alter the areas or territorial jurisdiction of existing Regions and Branches.
- 8.2 A Member residing in the area of jurisdiction of any Region and Branch shall be a Member of that Region and Branch, unless they request, in writing, to belong to another Region or Branch.
- 8.3 Regions and Branches are established within and are component parts of WESSA. They do not have separate or independent legal status, and are established and function as parts of the whole of WESSA. Regions and Branches shall be established and function in accordance with and abide by the applicable Policies of WESSA.

- 8.4 Members of Regions and Branches shall at meetings of such Regions and Branches have and enjoy *mutatis mutandis* the rights to which they are entitled at meetings of WESSA in terms of this MOI. Regions and Branches shall hold annual meetings for election of committees and for reflections and planning of the regional aspects of the work of WESSA. Minutes of all Region and Branch meetings shall be copied to the WESSA central person designated by the WESSA CEO.
- 8.5 Subject to any general or specific limitations on the authority delegated to any Region or Branch from time to time and to ongoing compliance with the fiscal and reporting systems, standards and requirements of WESSA and its auditors, management of WESSA's affairs at Region and Branch level shall vest in Committees elected for that purpose; provided that each of these Committees shall appoint suitably qualified persons to serve as chairperson and as treasurer and the Board shall at all times have the right to vary the composition of, to disband or to re-constitute any such Committees, and to vary the authority delegated to such Region or Branch.
- 8.6 In each Region, the committee elected or appointed to manage and administer WESSA's affairs at Region level shall elect or appoint a representative, normally but not necessarily the chairperson of that committee, to represent the Region within WESSA and to vote on behalf of the Region in the instances determined in this MOI where a vote of Regional Representatives is required.
- 8.7 The Regional Representatives will, prior to a meeting to elect Directors as contemplated by clause 9.3, elect from amongst their number by a simple majority, 2 (two) Regional Representatives to be appointed as Directors in accordance with clause 9.1.3.

9. COMPOSITION OF THE BOARD OF DIRECTORS

- 9.1 The Board shall consist of not fewer than 7 (seven) (of whom at least 3 (three) are not 'connected persons' (as defined in the Income Tax Act) in relation to one another), and not more than 14 (fourteen) Directors, including the following:
- 9.1.1 the Chief Executive Officer;
 - 9.1.2 such Executive Directors as Board may deem fit;
 - 9.1.3 2 (two) representatives elected by the Regional Representatives in the manner set out in clause 8.7; and
 - 9.1.4 the balance of the Board being elected by the Members at the AGM provided that such other Directors shall each be elected in respect of a specific portfolio of duties, at least 1 (one) of which shall be the portfolio of National Treasurer.
- 9.2 No single person shall, directly or indirectly, control the decision-making powers of WESSA.
- 9.3 WESSA shall elect and appoint the Directors contemplated in clause 9.1.4 as follows:
- 9.3.1 Once a year, in good time before the expiry of terms of office of the relevant Directors, electronic notification shall be issued to Members indicating which Directors' terms will end, which may be elected for a further term of office and if any other of the Directors has ceased or will cease to serve. The notice shall include a call for nominations and specify the portfolios which need to be filled.
 - 9.3.2 any Member may nominate any person, who must be a Member but who need not be a Member of any committee of WESSA, for election to the Board;

- 9.4 nominations for election to the Board must be supported by a written indication of the suitability of the nominee and an indication, in writing, of the willingness of the nominee to accept such appointment.
- 9.4.1 nominations for election to the Board must be submitted to the Nominations Committee at least 1 (one) month prior to the meeting to elect Directors;
- 9.4.2 the Nominations Committee shall consider and assess nominees for suitability and experience required, may reject unsuitable nominations and may themselves suggest or recruit other suitable nominees;
- 9.4.3 such Directors shall be elected by vote of Members at a duly constituted AGM.
- 9.5 Directors elected in terms of 9.1.3 and 9.1.4 shall hold office for a period of 3 (three) years from the date of their election; save as is provided for in clause 9.7, provided that at least one third of the elected Directors shall retire at each Annual General Meeting and provided that no person shall serve on the Board for more than 3 (three) full terms in succession. However, this period may be extended, should there be a super majority vote by at least 75 (seventy five) percent of the Members entitled to vote at an AGM in accordance with clause 9.3, (excluding from the vote the person involved.) The directors, in consultation with the nominations committee, shall manage the ends of their terms of office proactively, and, if necessary, step down before required, so that not too many directors step out of office in 1 (one) year.
- 9.6 If at any meeting at which an election of Directors ought to take place, the offices of the retiring Directors are not filled, then:
- 9.6.1 unless it is expressly resolved not to fill such vacancies, the meeting shall stand adjourned and the provisions of clause 7.3 shall apply *mutatis mutandis* to such adjournment; and
- 9.6.2 if at such adjourned meeting the vacancies are not filled, the retiring Directors or such of them as have not had their offices filled shall be deemed to have been re-elected at such adjourned meeting unless a resolution for re-election of any such Director shall have been put to the meeting and defeated.
- 9.7 Any casual vacancy occurring on the Board may be filled by the Directors, but the Director so appointed shall be subject to retirement at the same time as if that Director had become a Director on the day on which the Director, in whose stead that Director is appointed, was elected a Director. The Directors shall have power at any time and from time to time to appoint a person as an additional Director and such Director shall retire from office at the next AGM but shall then be eligible for re-election.
- 9.8 The Directors shall, in terms of sections 24 and 73 of the Act, cause minutes to be kept of:
- 9.8.1 all appointments of officers;
- 9.8.2 names of Directors present at every meeting of WESSA and of the Directors;
- 9.8.3 all proceedings at all meetings of WESSA and of the Board;
- 9.8.4 any declaration given by notice or made by a Director as required by section 75 with reference to the personal financial interests of the Director, whether it be an advance declaration of interests, or a specific declaration with reference to a specific matter; and
- 9.8.5 every resolution adopted by the Board.
- 9.9 Such minutes shall be signed by the Chairperson of the meeting at which the proceedings took place or by the Chairperson of the next succeeding meeting and copies of the minutes of every meeting shall be despatched by the person appointed by the Board from time to time, to all Directors within 30 (thirty) days of the holding of the meeting.

- 9.10 The office of Director shall be vacated if the Director:
- 9.10.1 ceases to be a Director or becomes prohibited from being a Director by virtue of any provisions of the Act; or
 - 9.10.2 resigns their office by notice in writing to WESSA; or
 - 9.10.3 for more than 6 (six) months is absent without permission of the Board from meetings of the Board held during that period; or
 - 9.10.4 is directly or indirectly interested in any contract or proposed contract with WESSA and fails to declare that interest and the nature thereof in the manner required by the Act; or
 - 9.10.5 is no longer a Member of WESSA.

10. AUTHORITY, VALUES AND DUTIES OF THE BOARD OF DIRECTORS

- 10.1 The authority of WESSA's Board of Directors to manage and direct the business and affairs of WESSA, as set out in section 66 (1) is limited or restricted to the extent that the powers of WESSA are limited in clause 2.
- 10.2 In accordance with legal requirements, each of the Directors shall exercise their powers:
- 10.2.1 in good faith and for the purpose for which they were conferred;
 - 10.2.2 in the best interests of WESSA; and
 - 10.2.3 with the degree of care, skill and diligence that may reasonably be expected of a person:
 - 10.2.3.1 carrying out the functions of a Director; and
 - 10.2.3.2 having the general knowledge, skill and experience of that Director.
- 10.3 The Directors shall exercise their powers in accordance with the following fundamental values:
- 10.3.1 **Integrity:** upholding the highest standards of honesty and ethics;
 - 10.3.2 **Mutual Respect:** Maintaining a respectful and inclusive culture as essential for productive collaboration;
 - 10.3.3 **Excellence:** making a meaningful difference driven by a culture of passion, consistency and professionalism;
 - 10.3.4 **Innovation:** fostering a culture of creativity, empowerment, and forward-thinking; and
 - 10.3.5 **Accountability:** taking ownership of actions, and responsibilities, being transparent and sharing responsibility.
- 10.4 The duties of the Directors shall include (but not be limited to) the following key areas:
- 10.4.1 the formulation of policy, and broad strategy, and keeping the planning, strategy and work of WESSA aligned with the objects of WESSA and being familiar with the fundamentals of the projects and programmes in which WESSA is engaged;
 - 10.4.2 monitoring the organisational affairs, policies and compliance environment of the company;
 - 10.4.3 interrogating the budget and financial reports and statements and assessing the financial sustainability of WESSA and its status as a going concern;
 - 10.4.4 overseeing the implementation and ongoing monitoring of risk management;
 - 10.4.5 responding to strategic challenges in a creative, proactive and constructive manner;
 - 10.4.6 establishing and maintaining a delegation of authority framework which shall record and detail the extent and nature of the delegation of authority to management; and
 - 10.4.7 interacting with fellow Directors, members and management in a manner that is beneficial to the work of WESSA.

11. BOARD OF DIRECTORS MEETINGS

- 11.1 The WESSA Board of Directors may determine the manner and form of providing notice of its meetings, as set out in section 73(4).
- 11.2 The WESSA Board of Directors may proceed with a meeting despite a failure or defect in giving notice of the meeting, as set out in section 73(5).
- 11.3 The Directors shall at the first meeting after the annual general meeting appoint from amongst their number office bearers including a Chairperson and a Vice Chairperson, and Treasurer. Each of the office bearers shall serve 3 (three)-year terms of office, provided that no person may serve in one office for longer than 9 (nine) consecutive years without a break of at least 3 (three) years before being re-appointed to that same office.
- 11.4 The Directors may from time to time appoint an official, to be known as the WESSA Secretary, who shall perform the duties of the secretary of WESSA, as required by the Act.
- 11.5 A Director may, and the WESSA Secretary, on the requisition of a Director shall at any time convene a meeting of the Board.
- 11.6 The Board may meet for the despatch of business, adjourn and otherwise regulate their meetings as they think fit.
- 11.7 The WESSA Board of Directors may conduct a meeting entirely by electronic communication, or provide for participation in a meeting by electronic communication, as set out in section 73(3) so long as the electronic communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.
- 11.8 The quorum for Board meetings shall be at least 50 (fifty)% plus 1 (one) of the Directors.
- 11.9 Questions arising at any meeting shall preferably be resolved by consensus, and, if consensus cannot be achieved, be decided by a simple majority of votes, and in the event of an equality of votes the Chairperson shall have a second or casting vote.
- 11.10 The WESSA Directors may, instead of voting to make a decision at a meeting, adopt a decision by written consent of the majority of Directors, given in person or by electronic communication, provided that each Director has received notice of the matter to be decided. A decision so made shall have the same effect as if it had been approved at a meeting.
- 11.11 Subject to the provisions of Section 75 of the Act, a Director shall not vote in respect of any contract or proposed contract with WESSA in which that Director is interested or any matter arising therefrom and if that Director does so vote, that Director's vote shall not be counted.
- 11.12 The continuing Directors may act notwithstanding any vacancy in their body, but if and for so long as their number is reduced below the number fixed by or pursuant to this MOI as the necessary quorum of Directors, the continuing Directors may act for the purpose of increasing the number of Directors to that number, but for no other purpose.
- 11.13 The Directors may delegate any of their powers to committees. Any committee so formed shall in the exercise of the powers so delegated conform to the rules that may be imposed upon it by the Directors.

- 11.14 All acts done by any meeting of the Board or a committee of Directors or by any person acting as a Director shall, notwithstanding that it be afterwards discovered that there were some defects in the appointment of any such Directors or persons acting as aforesaid or that they or any of them were disqualified, be as valid as if every such person had been duly appointed and were qualified to be a Director or committee member.

12. OFFICERS AND COMMITTEES

- 12.1 The Board of Directors may appoint any officers it considers necessary to better achieve the objects of WESSA.
- 12.2 The WESSA Board of Directors may appoint committees of Directors, and delegate to any such committee any of the authority of the Board as set out in section 72(1), or include in any such committee persons who are not Directors, as set out in section 73(2)(a).
- 12.3 The authority of a committee appointed by WESSA's Board, as set out in section 72(2)(b) and (c) is limited and restricted to the extent that the powers of WESSA are limited by clause 2.
- 12.4 No Member shall be appointed to any office or capacity or to membership of any Committee in WESSA unless such Member has either prior to or at the meeting at which it is proposed to appoint such Member indicated their willingness, in writing, to accept such appointment.
- 12.5 Committee members shall hold office for a period of 3 (three) years from the date of their election; save as is provided for in clause 9.7 provided that:
- 12.5.1 a person co-opted to a Committee shall not be bound by this clause and shall be co-opted for a specific task, and for a specific period as determined by the Committee but not exceeding 3 (three) years; and
- 12.5.2 no person shall serve in any one capacity on any Committee of WESSA for more than 3 (three) full terms in succession. However, this period may be extended, should there be a super majority vote in favour of extension of the term by at least 75 (seventy five)% of the members of the applicable Committee, excluding the person involved.
- 12.6 The Chairperson of the relevant Committee, acting alone, shall determine the date, time and venue of all meetings of that Committee
- 12.7 Any Committee may convene meetings by teleconferencing or videoconferencing facilities, and electronic presence is equivalent to physical presence. A break in electronic communication facilities shall cause the meeting to automatically stand adjourned until the electronic communications are re-established.
- 12.8 Notice of any meeting of a Committee shall be given in writing not less than 21 (twenty-one) days before the date of such meeting and shall be distributed as provided for herein to each person entitled to attend such meeting.
- 12.9 In respect of a meeting of any Committee, written notice may be waived only if agreed to by not less than 3/4 (three-quarters) of all Committee members.
- 12.10 For the purposes of any Committee meeting the quorum shall be at least 50 (fifty)% plus 1 (one) of the members of such committee.

- 12.11 In the event of a quorum not being present within 30 (thirty) minutes of the notified time of any meeting, that meeting shall stand adjourned to a date determined being not less than 7 (seven) days nor more than 21 (twenty one) days after the date of adjournment, to the same time and place and in that event the number present at such adjourned meeting shall constitute a quorum; provided that if the general meeting is called as contemplated in terms of clause 6.2.4 hereof, and a quorum is not present within 30 (thirty) minutes of the notified time, the meeting shall be abandoned.
- 12.12 At all meetings of Committees, the Chairperson of such committee shall preside and, failing the Chairperson, the Vice Chairperson. Failing the Vice Chairperson, the committee members present shall elect from amongst their number a Chairperson for the duration of the meeting.
- 12.13 A Committee may meet and adjourn as it thinks fit. Matters arising at any meeting shall be determined by a majority of votes of the Members present, and in the event of an equality of votes the Chairperson shall have a second or casting vote.
- 12.14 Decisions may be taken either by round robin or written resolution of the members of that Committee. A "round robin" resolution signed by a majority of Committee members then holding office shall have the same force and effect as if it was passed at a duly convened Committee meeting and shall be entered into the minute book as a resolution of that Committee.
- 12.15 Every Committee of WESSA shall keep a summary of its deliberations and record its decisions, which record shall be retained by a person nominated by the Committee concerned and shall be available for inspection at all reasonable times by any Member or by any office bearer or employee of WESSA.
- 12.16 All material decisions of Committees or sub-committees shall be submitted to the next Board meeting for approval by the Board or for the Board to decline to approve or ask the Committee to reconsider any aspect and revert to the Board.
- 12.17 Subject to 12.16, any Committee duly constituted in terms of this MOI shall have all such powers as may be necessary to enable it to carry out the objects of WESSA; provided that such powers shall at all times be subject to the right of Board to prohibit, restrict or deduct from or to place any control or limitations on such powers.
- 12.18 In addition to the powers and duties delegated to them by the Board, the Committees of WESSA shall have all such powers as are necessary to enable them to operate, subject to the restrictions imposed in this MOI. In addition to and without derogating from the generality of the foregoing, all Committees of WESSA shall have the right to:
- 12.18.1 establish such sub-committees as they may consider necessary from time to time, to define the functions, purposes and powers of such sub-committees and to disestablish same subject at all times to a member of the enabling Committee being ex-officio a member of all sub-committees; and
- 12.18.2 co-opt persons to the Committee or sub-committee provided that a person who is co-opted to a Committee or sub-committee shall have no vote on any matter falling for decision by that Committee or sub-committee, unless the Committee or sub-committee resolves otherwise.
- 12.19 No member of any Committee or sub-Committee of WESSA shall be entitled to any remuneration for any act, deed or thing done in that capacity as such provided that:

- 12.19.1 a Committee member shall at all times be entitled to be reimbursed any reasonable expenses including travelling, subsistence and other expenses incurred by them in the exercise of their duties; and
- 12.19.2 a Committee member may be engaged to act for or to assist or advise WESSA in their professional capacity as distinct from their capacity as a Director or Committee member and in that event such Committee member shall be entitled to such professional fees as may be agreed upon by them and WESSA.

13. EMPLOYEES

- 13.1 All employees of WESSA, whether their employment is at the request of and/or for service in a Region or a Branch, are and shall be employed by WESSA and the Chief Executive Officer or other duly appointed representative of the Board shall at all times have the right to dismiss any employee and to vary the terms and conditions of employment or areas where or fields in which the employee is employed, and:
 - 13.1.1 the Chief Executive Officer shall make all employee appointments;
 - 13.1.2 the Chief Executive Officer shall prepare the contract of employment in consultation with the Region or Branch if appropriate and thereafter sign the contract of employment on behalf of WESSA; and
 - 13.1.3 where the employee is to be appointed at the request of a Region or Branch, the duly appointed representative of the Region or Branch shall be consulted prior to that employee being appointed or the terms and conditions of employment or areas where or fields in which the employee is employed being varied.
- 13.2 The request of a Region or Branch to the Chief Executive Officer that WESSA employ a person or persons, whether in a permanent, temporary or part-time capacity, shall be dealt with in terms of the relevant Policy of WESSA.
- 13.3 No remuneration (as defined in the Fourth Schedule to the Income Tax Act) shall be paid to any employee, office bearer, Member or other person which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered, and no person shall be economically benefitted in any way which is not consistent with the objects of WESSA;
- 13.4 Paid employees in any capacity, permanent or temporary, shall be entitled to vote upon any matter which may fall for the consideration of a Committee of WESSA provided that they shall not be entitled to participate in discussion of or vote on any matter which concerns their employment, their remuneration or performance, or any other matter in which they have a personal interest

14. ACCOUNTING RECORDS AND DONATIONS

- 14.1 The Directors shall cause such accounting records as are prescribed by Section 28 of the Act to be kept.
- 14.2 The accounting records shall be kept in the registered office of WESSA or at such other place or places as the Directors think fit and shall always be open to inspection by the Directors.
- 14.3 WESSA shall be entitled to accept donations including revocable and conditional donations provided that:

- 14.3.1 WESSA may only accept revocable donations where the reason for the revocation is:
- 14.3.1.1 a material failure to conform to the designated purposes and conditions of the donation;
or
- 14.3.1.2 any misrepresentation with regard to the tax deductibility thereof in terms of section 18A of the Income Tax Act;
- 14.3.2 a donor (other than a donor which is an approved public benefit organisation or an institution or body which is exempt from tax in terms of section 10(1)(cA)(i) of the Income Tax Act, which has as its sole or principal object the carrying on of any public benefit activity) may not impose conditions which could enable the donor or any connected person in relation to the donor to derive some direct or indirect benefit from the application of the donation.
- 14.4 No donations may be made by WESSA to the Members or the Directors of WESSA and donations will only be made in accordance with the main object of WESSA;

15. EXPENDITURE AND FINANCE

- 15.1 All membership fees and subscriptions in terms of this MOI and all other funds received, and assets held by WESSA, including funds received, and assets held, by the Regions and Branches, shall be the property of WESSA and shall be under the ultimate control of the Board. WESSA funds shall be dealt with in terms of the Policies of WESSA
- 15.2 Regions and Branches shall establish and maintain financial systems and banking practices which comply with WESSA Policies and South African legislation and best practice. All membership structures shall adhere to reporting requirements and schedules as required by WESSA Policies to allow the Board to oversee and report on all financial transactions.
- 15.3 The income and property of WESSA, however derived, shall be applied solely towards the promotion of its main object or invested and no funds will be distributed to any person other than in the course of undertaking any 'public benefit activity' (as defined in the Income Tax Act) and no portion of the income or assets of WESSA may be paid or transferred, directly or indirectly, to the Directors, members or persons appointing Directors of WESSA, provided that this shall not prevent:
- 15.3.1 the payment in good faith of reasonable remuneration to any officer or servant of WESSA, for any services rendered to WESSA;
- 15.3.2 payment of an amount due and payable by WESSA in terms of a *bona fide* agreement between WESSA and that person or another;
- 15.3.3 payment in respect of any rights of that person, to the extent that those rights are administered by WESSA in order to advance a stated object of WESSA; or
- 15.3.4 payment in respect of any legal obligation binding on WESSA.
- 15.4 No expenditure shall be incurred by or on behalf of WESSA except on authority of the Board or of the person or persons to whom the Board has generally or specifically delegated the power to authorise expenditure.
- 15.5 The financial transactions of WESSA shall be administered via one or more bank accounts which shall be opened in the name of WESSA.

- 15.6 All payments and transfers of any kind made on behalf of WESSA shall be signed by such person or persons as may from time to time be decided by Board, provided that Board shall have the right to delegate the authority to determine the signatory or signatories and that no transactions shall be enacted by one single person.
- 15.7 The National Office and each Region shall prepare a budget in the form set out in the WESSA Policies which budgets shall be presented to Board upon a date to be determined by the Board.

16. ANNUAL FINANCIAL STATEMENTS

- 16.1 The Directors shall from time to time, in accordance with sections 29 and 30 of the Act, cause to be prepared and laid before the Board such annual financial statements as are referred to in those sections.
- 16.2 A copy of the annual financial statement shall, at least 10 days prior to the relevant Board meeting, be sent to every Director of WESSA.

17. NONPROFIT ACT

- 17.1 The Directors may apply for WESSA to be registered as a NonProfit Organisation and shall, if so registered, ensure that WESSA complies with all the requirements of the Nonprofit Organisations Act No.71 of 1997.

18. REMUNERATION OF AND CONTRACTS WITH DIRECTORS

- 18.1 The Directors may not be remunerated for their service on the Board or any committee, but shall serve in a voluntary capacity unless otherwise determined by special resolution of members.
- 18.2 Directors who are also employees of WESSA or Executive Directors will not be paid for attending Board meetings or for any other Director duties, as they are already remunerated by WESSA in terms of their employment contracts.
- 18.3 Directors may be paid the reasonable travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as Directors including those of attending and travelling to and from meetings of the Directors or of any committee of the Directors, as are approved and provided for in the budget.
- 18.4 If Directors, connected persons to Directors (of any legal entities in which Directors or their connected persons have an interest) are appointed to act in their professional capacity on behalf of WESSA or perform services for WESSA or may contract with WESSA or with any entity in which WESSA is interested, this appointment shall be subject to compliance with the procurement policy of WESSA, the fees or contractual amounts paid shall be reasonable, their appointment and the amounts paid to them shall be declared and they may not vote on the contract or on any other matter in which they are interested, directly or indirectly.

19. INDEMNIFICATION OF MEMBERS, DIRECTORS, COMMITTEE MEMBERS AND OFFICERS

- 19.1 Directors, Members, Committee Members and other officer of WESSA shall incur no personal liability for the debts or obligations of WESSA, by reason only of their service in that capacity. Members incur no liability for the debts or obligations of WESSA, by reason only of their participation in WESSA. Subject to the relevant provisions of this MOI and the Act, each Director, Committee Member and other officer of WESSA shall be indemnified by WESSA against all costs, expenses, and liabilities reasonably incurred by them on behalf and in the interests of WESSA and with the authority of the Board.
- 19.2 WESSA will indemnify Directors, Officers, Committee Members or employees of WESSA against personal liability for loss, expenses or damages incurred by WESSA:
- 19.2.1 through the insufficiency or deficiency of any security in or upon which any of the funds of WESSA are invested;
 - 19.2.2 arising from the bankruptcy, insolvency or delictual acts of any persons with whom monies, securities or effects are deposited; or
 - 19.2.3 occasioned by any error of judgment or oversight on their part; or
 - 19.2.4 through other misfortunes which occur in the execution of the duties of their office,
- or in relation thereto, unless the loss, damage or expense:
- 19.2.4.1 happened through their own gross negligence, gross default, gross breach of duty or wilful misconduct or wilful breach of trust; or
 - 19.2.4.2 is a fine arising from conviction for an offence (provided that WESSA will indemnify against fines imposed in circumstances where there is no wrongful conduct by the Director, officer or employee, but the fine is imposed by law purely because of the officer's position in WESSA).
- 19.3 WESSA may, in the discretion of the Board and if funds are available:
- 19.3.1 advance expenses to a Director, Member or other officer of WESSA to defend litigation in any proceedings arising out of their service to WESSA; and/or
 - 19.3.2 directly or indirectly indemnify a Director for expenses contemplated in 19.3.1, irrespective of whether it has advanced those expenses, if the proceedings—
- 19.3.2.1 are abandoned or exculpate the Director; or
 - 19.3.2.2 arise in respect of any liability for which WESSA may legally indemnify the Director, Committee member or other officer.

20. AMENDING MEMORANDUM OF INCORPORATION

- 20.1 This MOI of WESSA may be altered or amended in the manner set out in sections 16 (by special resolution of Members in terms of clause proposed by the Board or Members holding not less than 10% of the voting rights, and adopted by 75 (seventy five)% of those Members present and voting), 17, 60 or 152(6)(b), subject to the following:
- 20.1.1 if WESSA is exempted from payment of normal tax a copy of any such amendment shall be sent to the Commissioner for the South African Revenue Service or their authorised representative;
 - 20.1.2 if WESSA is registered as a Non-Profit Organisation then a copy of any amendments shall be sent to the Directorate of Non-Profit Organisations.

21. WINDING UP, DEREGISTRATION OR DISSOLUTION

- 21.1 Upon its winding up, deregistration or dissolution no past or present member or Director of WESSA, or person appointing a Director of WESSA, is entitled to any part of the net value of WESSA, but the assets of WESSA remaining after the satisfaction of all its liabilities shall be given or transferred to some other organisation or organisations to be determined by the Members of WESSA after advice from the Board, at or immediately before the time of its dissolution, or failing determination, by a court and which:
- 21.1.1 are non-profit;
 - 21.1.2 have objects similar to WESSA's main object;
 - 21.1.3 if WESSA is so registered, is/are registered in terms of the Nonprofit Organisations Act, 1997; and
 - 21.1.4 if WESSA is exempt from income tax, donations tax and estate duty, under the relevant laws of the country is/are an entity as listed below, and which shall be required to use the assets solely for the purpose of carrying on public benefit activities similar to those of WESSA:
 - 21.1.4.1 a public benefit organisation, approved in terms of section 30 of the Income Tax Act; or
 - 21.1.4.2 an institution, board or body contemplated in section 10(1)(cA)(i), of the Income Tax Act.