

PROPOSED CONSTITUTION OF THE
INSTITUTE FOR LANDSCAPE ARCHITECTURE
IN SOUTH AFRICA (ILASA)

AUGUST 2009

TABLE OF CONTENTS

1. Name
2. Mission Statement
3. Objectives
4. Definitions
5. Legal Status
6. Individual membership
7. Corporate sponsor membership.
8. Membership fees
9. Duration and termination of membership
- 10 Rights of members
11. Management of the Institute
12. Management Committees (Regional Structures)
13. Indemnity
14. Finance
15. Property and assets
16. Execution of deeds
17. Rules
18. Amendments
19. Dissolution

**PREAMBLE TO THE CONSTITUTION OF
THE *INSTITUTE FOR LANDSCAPE ARCHITECTURE IN SOUTH AFRICA (ILASA)***

The *Institute for Landscape Architecture in South Africa (ILASA)* is a voluntary association of members that exist with the aim of promoting the concept of landscape architecture as an important aspect of South Africa's built-environment sector and economy. It incorporates and replaces the Institute of Landscape Architects of South Africa (ILASA) which was re-established in 1998, as well as the previous national Institute of Landscape Architects of South Africa (ILASA), founded in 1962.

This voluntary association (VA) is set up in accordance with the requirements set by the South African Council for the Landscape Architectural Professions (SACLAP) for official recognition as a VA.

CONSTITUTION

1. NAME

The name of the institute is *Institute for Landscape Architecture in South Africa (ILASA)*.

2. MISSION STATEMENT

To advance, promote and grow the profession of landscape architecture – specifically the role this profession plays within the Southern African environment – both built and natural – and the economy in general.

3. OBJECTIVES

As a voluntary association ILASA sets out to:

3.1 Grow and promote the profession and concept of landscape architecture so as to create demand for this specialist service both in the public and private sector. In this regard some of the key roles of landscape architecture comprise:

- ensuring that land is developed, managed or conserved to its best potential
- ensuring that development is in harmony with the environment and ultimately sustainable
- ensuring that biodiversity is protected and promoted
- ensuring that a liveable built environment is provided for the citizens of Southern Africa; an environment of positive spaces
- ensuring that scarce resources, for example water, are efficiently used.

3.2 Enhance the quality of landscape architectural design and consulting services through training and knowledge sharing among both professionals and students, including peer review recognition.

3.3 Offer a platform for client bodies, consultants, contractors and suppliers to network so as to establish and expand business contacts.

3.4 Grow awareness of landscape architecture as a feasible career choice, especially so among learners from a historically-disadvantaged background as it is exactly these communities who could benefit most from the services offered by landscape architects. ILASA will also endeavour to support students of landscape architecture at tertiary institutions through the creation and ongoing support of bursaries.

3.5 Encourage sound environmental practices among its members such as water-efficiency and the enhancement of biodiversity.

4. DEFINITIONS

The following terms shall have the meanings assigned to hereunder. However, if terms are not highlighted in the text, they shall bear the meaning consistent with the text.

4.1. “**Chairperson**” will mean the duly elected head of a regional body.

4.2 “**Institute**” will mean the Institute known as Institute for Landscape Architecture in South Africa (*ILASA*).

4.3 “**Management Committee (MC)**” will mean the office bearers tasked with the day-to-day running of the Institute i.e. the bodies within each region.

4.4 “**National Executive Committee (NEC)**” will mean the committee elected by the voting members of the Institute in each regional body, to undertake the overarching management and decision-making of the Institute.

4.5 “**Observer**” will mean a person or representative of a group permitted to attend and speak at meetings of the **MC** and **NEC** and of the Institute.

4.6 “**President**” will mean the duly elected head of the Institute, “**Immediate Past President**” will mean the previous President who will remain on the NEC one year after his term has expired. “**President Designate**” will mean the future president of the Institute who will be elected and serve on the NEC for one year prior to his term as President coming into effect.

4.7. “**Region**” will mean an area of the Republic of South Africa, which must include at least one province, but may include more than one province of the Republic of South Africa. A region can also be another country within the Southern African Development Community (SADEC).

4.8 “**Rules**” will mean the rules of this Constitution and any other amendments subsequent to the adoption of the Constitution.

5. LEGAL STATUS

5.1 The **Institute** shall be a non-political body corporate with *inter alia* perpetual succession and shall be capable in law of suing and being sued in its corporate name.

5.2 The **Institute** shall be capable in law through its **NEC** to engage in any business transactions of such nature to conduct its activities, including the acquiring, holding and alienating of property, movable and immovable.

5.3 The **Institute** shall be capable in law of performing all such acts or taking such steps as are necessary for/or incidentals to the furtherance and/or exercising of its stated objectives and the performance of its functions and duties in terms of its Constitution.

5.4 The **Institute** shall be managed by the **President** and **NEC** who may be assisted by the appointed administrative and management personnel. The **NEC** is to take into consideration all inputs presented by the **MC**.

6. INDIVIDUAL MEMBERSHIP

6.1 Individual Membership Categories

ILASA distinguishes between individual membership and corporate sponsorship. Only the stipulated categories of individual membership shall have voting rights, with corporate sponsorship having the sole purpose of offering companies and organisations the opportunity to market themselves through networking opportunities.

The following individual membership categories are recognised by ILASA:

6.1.1 Professional Membership: Any person registered with the South African Council for the Landscape Architectural Profession (SACLAP) as a Professional Landscape Architect / Technologist / Technician / Assistant.

6.1.2 Graduate Membership: Any person holding a recognised degree or diploma in landscape architecture, but who is not yet professionally registered with SACLAP, although such a member could be registered with SACLAP as 'in training'

6.1.3 Associate Membership: Any person who is committed to the advancement of landscape architecture.

6.1.4 Student Membership: Any person studying in the field of landscape architecture or technology at any tertiary education institution.

6.1.5 Fellow Membership: any Professional or Graduate Member on whom the honour of life membership has been conferred by the **NEC** for the outstanding service he/she has rendered to the advancement of landscape architecture and/or the Institute.

6.1.6 Honorary Membership: any person who is not eligible for Professional or Graduate membership but who is a person of distinction whom the **NEC** so elects.

6.2 Voting Rights

6.2.1 Professional, Graduate and Fellow members have voting rights subject to clause

6.2.3.

6.2.2 Honorary, Associate and Student members have no voting rights.

6.2.3 Only Professional Members may vote for the election of office bearers serving on the **MC** and the **NEC**

6.3 Application for Membership

6.3.1 General membership

6.3.1.1 An application form for membership is completed and shall be countersigned by a proponent and a seconder. Both the proponent and seconder shall be voting members of the Institute. Each applicant shall undersign the undertaking on the membership application form that binds him / her to the Constitution and the rules of the Institute.

6.3.1.2 Completed membership application forms will be submitted to the **MC** of each region for review and approval, and the **NEC** will be informed accordingly.

6.3.1.3 In the event of non-approval of an application, a written explanation shall accompany the letter of rejection to the applicant.

6.3.1.4 In the event of approval, the secretary of the **Institute** is to be informed, the new member will be invoiced and upon full payment of all fees within 60 days of date of invoice, the new member will be added to the register of members and will be issued with a membership number.

6.3.2 Honorary and Fellow membership

Proposed Fellow and Honorary Members will be nominated by at least two members of the Institute. A full motivation will accompany the written nomination to be tabled. A nomination will be submitted to the **MC** for their consideration. If accepted by the MC, the NEC will be informed accordingly for further consideration and ratification. The nomination shall be accepted by two-thirds majority vote at this meeting of the **NEC**, and endorsed by all the voting members at an Annual General Meeting.

6.3.3 All members will be listed in a register of individual members under their specific category of membership. This list is to be kept updated monthly by the secretary of the Institute and be presented at the meetings of the **NEC**.

7. CORPORATE SPONSORSHIP

In order to ensure the financial viability and sustainability of ILASA, corporate entities will be allowed to join the Institute as sponsors. Various categories of corporate sponsorship exists, however no corporate sponsor will have voting rights. A corporate sponsor will be entitled to a certain number of individual memberships for its employees/representatives as determined by the annual benefits for corporate sponsorship stipulated by the **NEC**. The employees/ representatives of a corporate sponsor will receive individual membership in the relevant category as per the Constitution of ILASA.

7.1 Patron Sponsor: Any organisation, business or individual choosing to play a prominent funding role in ILASA through the payment of an annually-determined fee. A patron sponsor will have exclusive rights to market itself as a 'Patron Sponsor of ILASA'

7.2 Client-body Sponsor: Any public-sector body (such as a government department) or private-sector entity that is involved in the development of property/roll-out of infrastructure or shaping of the man-made environment or protection of the natural environment. A client-body sponsor will be any organisation that can potentially employ landscape architects or outsource work to landscape architectural consultants. Such a member will have exclusive rights to market itself as a 'Client-body Sponsor of ILASA'

7.3 Company Sponsor: Any private practice that renders a consulting service in terms of landscape design, environmental impact assessment or environmental planning. The core of the focus must be on landscape architectural services and at least one director or owner of the business must be registered with SACLAP as a professional landscape architect. Such a member will have exclusive rights to market itself as a 'Company Sponsor of ILASA'.

7.4 Associated Company Sponsor: Any private practice that renders a consulting service other than landscape architecture, but within the built-environment professions such as engineering, architecture, town planning or interior design for example. Such a member will have exclusive rights to market itself as an 'Associate Company Sponsor of ILASA'.

7.5 Contractor Sponsor: Any private business that renders a landscape contracting/construction service. Such a member will have exclusive rights to market itself as a 'Contractor Sponsor of ILASA'.

7.6 Supplier Sponsor: Any business that manufactures, sells or represents products, materials and technologies used and or specified by landscape architects, for example nurseries, paving manufacturers, street furniture agents and CAD-software providers. Such a member will have exclusive rights to market itself as a 'Supplier Sponsor of ILASA'.

7.7 Institutional/educational Sponsor: Any institution that renders training services whether a private company or a public facility such as a university. Such a member will have exclusive rights to market itself as an 'Institutional Sponsor of ILASA'.

8 MEMBERSHIP FEES

8.1 All members of the **Institute** shall be required to pay such entrance fees and annual membership fees as the **NEC** from time to time determine for each category. The **NEC** has the power to waive or reduce fees if they consider it expedient or in the interest of the **Institute** to do so. The **NEC** however may reinstate any fees or levies as payable to the **Institute** should the **NEC** in its own discretion decide to do so. Fellow and Honorary Members shall be exempt from the payment of fees.

8.2 The full Individual Membership fee shall be payable on the due date, no later than the date of the AGM. Payments can be structured upon written request to the **NEC**. Payment of corporate sponsorship must be made within 30 days of the generation of an invoice by ILASA, in order for its employees/representatives to become individual members in the relevant category of membership.

8.3 If a member is accepted as a member after the commencement of the financial year, such a member shall be liable for only part of the subscription, based on the period of membership calculated from the first day of the month in which the member is accepted. The fees will be payable according to the stipulation in 6.3.1.4.

8.4 Upon non-payment of the sum due at the AGM, the member loses his/her voting rights at the AGM. Upon non-payment of the full annual membership fees by the due, all voting rights and other rights such as marketing rights in the case of a corporate sponsorship will immediately be suspended. At this stage the member will be informed of his/her position. A final statement will be forwarded to the member, including a 10% penalty for late payment, for immediate payment.

8.5 Upon non-performance within 30 days after the recorded date of dispatch of the final statement, membership will be terminated at the discretion of the **NEC**. A revised statement, indicating the penalty due will be forwarded to the member for immediate payment.

8.6 A member of whom the membership has been terminated in terms of 8.5 or any other reason except expulsion by the **NEC**, may be re-admitted upon receipt of a completed membership form. Clause 6.3.1 will be applicable in full. The reapplication of a member will be treated as a new membership, hence all administrative fees will be payable.

8.7 Under no circumstances or for whatever reason will any refund of membership fees or levies or part thereof be made to any person.

9 DURATION AND TERMINATION OF MEMBERSHIP

9.1 Every member shall remain a member until his membership is terminated in accordance with the provisions in this Constitution.

9.2 A member shall cease to be a member:

9.2.1 upon receipt of a letter indicating his/her written resignation from the **Institute**;

9.2.2 upon expulsion from membership by the **NEC** upon any ground prescribed according to this Constitution and Rules; or

9.2.3 at his/her death.

9.3 Members who leave the Republic of South Africa will be levied the full membership fee unless membership has been terminated in terms of 9.2.1.

9.4 A person of whom the membership has been terminated and who wishes to be reinstated as a member of the **Institute** shall follow the application procedures for membership as set out in 6.3.1.

10 RIGHTS OF MEMBERS

10.1 Every member of the **Institute** shall have access to information to which such member is reasonably entitled.

10.2 Every member of the **Institute** shall receive, at the discretion of the **NEC**; such assistance in any matter as may be rendered in terms of this Constitution.

10.3 Every member of the **Institute** entitled to vote shall be eligible to hold any office within the **Institute**.

10.4 Rights of members of the **Institute** do not include the right to use the designation “Landscape Architect” or “Landscape Architects” as part of their names or practices as this falls under the jurisdiction of the South African Council for the Landscape Architectural Profession (SACLAP). Such designation is only granted by an Act of Parliament to registered professional landscape architects under the said Act. Any person who uses the designation unlawfully is guilty of an offence and will be expelled from the **Institute**.

11. MANAGEMENT OF THE INSTITUTE

The management of the **Institute** shall be vested in the **NEC**. The members of the **Institute** shall elect **MCs**, who shall carry out the day-to-day running of the **Institute** within each region on behalf of the **NEC**.

11.1 THE PRESIDENT

11.1.1 The **President** of the **Institute**, who shall also be the chairperson of the **NEC**, and the **President Designate** shall be elected nationally by all individual **Institute** members with voting rights (6.2.3) at the Annual General Meeting (AGM).

11.1.2 Elections for the **President** and/or **President Designate** of the **Institute** will be held every year, depending on which vacancy exists.

11.1.3 Call for nominations for **President** and/or **President Designate** will be circulated by e-mail to all members with voting rights, to reach members no later than four weeks before the date of the AGM. A list of members from which nominations may be selected will be attached to the call for nominations.

11.1.4 The **President Designate** shall automatically become the **President** of the **Institute** once the **President** steps down.

11.1.5. The **President** shall automatically become the **Immediate Past President** once a new **President** is voted into office.

11.1.6 The maximum term of any specific presidential position (**Immediate Past President**, **President** or **President Designate**) is two years.

11.1.7 Members wishing to nominate a person shall obtain the consent of the nominee before forwarding the nomination to the Secretary of the Institute.

11.1.8 Nominations to reach the secretary by facsimile, e-mail and/ or mail no later than two weeks before the AGM.

11.1.9 All nominees will be requested to forward a CV and a mission statement to the **NEC** for this to accompany the ballot papers.

11.1.10 Ballot papers to reach members no later than one weeks before the AGM.

11.1.11 Ballot papers shall be returned to the secretary in sealed envelopes or by email and should reach their destination two days prior to the election date. Ballot papers may also be handed in at the AGM.

11.1.12 Scrutinisers of the ballot papers shall be appointed at the AGM. All unmarked envelopes shall be opened at the appropriate time and the ballots will be counted and checked.

11.1.13 The scrutinisers will announce the results of the election at the AGM. Upon acceptance of the results by the members present, all the ballot papers will be destroyed.

11.1.14 The **NEC** shall have the right to deal with the issue of nominations and consequential elections in the event of non-performance in terms of any of the sub-clauses in clause 11.

11.2 THE NATIONAL EXECUTIVE COMMITTEE

11.2.1 The **NEC** shall comprise of at least seven (7) members, one of whom shall be the nationally-elected **President** of the **Institute**.

11.2.2 Each regional grouping i.e. **MC** constituting of no less than ten (10) members can be represented on the **NEC** by two (2) duly elected representatives and elected by the members registered in that **region**. Regional groupings with more than five (5) but less than ten (10) members resident in the **region**, can elect one (1) representative from that **region**. Elections for representatives to the **NEC** will be held annually for those representatives whose terms of office expire in that particular year. The secretariat shall record the terms of office of all the elected **NEC** members.

11.2.3 In the event of a province of the Republic of South Africa or a country within SADEC not having a duly constituted regional body within ILASA, members residing in the province may register with any one other **region** to participate in the elections of regional representatives and other regional activities.

11.2.4 Each **region** shall be responsible for its own election of representatives to the NEC. NEC members must be individual, professional members of ILASA.

11.2.5 The **NEC** may be assisted by administrative officers and management personnel, who shall *ex officio* attend all meetings of the **NEC**.

11.2.6 The **NEC** shall meet as often as they may deem necessary, but no less than six times per year, to effectively manage the affairs of the **Institute**.

11.2.7 Vacancies in the **NEC**

In the case of resignation, incapacity or death of any member of the **NEC** the office shall be declared vacant by the **NEC** and the **NEC** shall request the region from which the **NEC** delegate originated to nominate another representative to fill the vacancy for the balance of the term. If no representative from the region in question is nominated, the **NEC** may co-opt a member from the national members of the **Institute**. For the purpose of this subsection, absence from two meetings of the **NEC** without an apology may be treated as incapacity.

11.3 TERMS OF OFFICE OF NEC

11.3.1 A term of office shall be a period of one year for the President and one years for members of the **NEC**, commencing on the date of the AGM in 11.4.5.

11.3.2 Any duly elected member of the **NEC** may only serve for two consecutive terms of office after which the member has to step down for at least one year, before serving in that particular capacity again, except for the **President** who shall remain a member of the **NEC** for one year after the expiry of his/her term. In this period he/she shall carry the title of **Immediate Past President**. Where a new **President** needs to be elected it shall be done a year prior to the expiry of the office of the current **President** with the position carrying the title **President Designate**. A **President** may, therefore, serve a maximum of four years on the **NEC** – one as **President Designate**, two as **President** and one as **Immediate Past President**

11.4 POWERS OF THE NATIONAL EXECUTIVE COMMITTEE

11.4.1 The **NEC** shall convene alternate-monthly, with 80% of **NEC** members having to attend in person or via telephone conference. **NEC** members not resident in the President's region shall receive all the agendas and minutes of the meetings of the **NEC** and shall have the opportunity to add issues to the agenda or to dispute any minuted issue within five (5) days after the dispatch (no later than ten days after such a meeting) of the minutes. Disputed decisions will be referred to the **MC** for further consideration.

11.4.2 The **NEC** shall manage the affairs of the **Institute** and take such other steps as may be deemed necessary to achieve its objectives. The **NEC** may if it deems it necessary appoint an administrative officer/s and a management executive/s to assist the **NEC** and/or the **MC** in the execution of their management duties. The duly appointed officer/s shall be fully accountable to the **NEC** for every action he/she undertakes on behalf of the **Institute**.

11.4.3 The **NEC** shall have the power to appoint committees to whom they may delegate such duties as they may deem fit to carry out the objectives of the **Institute**. **NEC** members or any **Institute** member may be appointed to such committees. **NEC** members may be *ex officio* members of all committees. The **NEC** shall also have the power to dissolve any of its committees, as it may deem fit.

11.4.3 The **NEC** shall designate two persons who will sign all documentation on behalf of the **Institute**. Signing powers, as decided by the **NEC**, may also be given to the administrative officers to facilitate administration.

11.4.5 The **NEC** shall convene an annual general meeting no later than 60 days after the end of the **Institute's** financial year to deal with the activities described in 11.1, 11.2 and 11.3 as well as any other activity that the **NEC** may deem necessary, at a time and place as it may determine. Separate AGMs, adhering to agenda circulated by the **NEC** may be held simultaneously in all the duly constituted regions. The quorum necessary to constitute any general meeting of the **Institute**, (one or more held simultaneously) shall be one twentieth of the total number of members with voting rights, but no less than seven.

11.4.6 Extraordinary general meetings shall also be convened at any time by the President on receipt of a written request signed by at least seven individual members of the **Institute** with voting rights. Depending on the urgency of the matter such a meeting shall be convened upon such terms of notice as is reasonable in the circumstance, but no later than 45 days after the receipt of the request.

11.4.7 The **NEC** may enter into agreements with any body or persons within or outside South Africa with regard to any matter of mutual benefit and in the interest of the objectives of the **Institute**.

11.4.8 The **NEC** may enter into any arrangements with any Government authority (central, provincial, regional, local or otherwise), corporation or persons to obtain from such Government authority, corporation or person, monetary grants, rights, treaties, concessions, charters, franchises and privileges which may assist in achieving the **Institute's** objectives.

11.4.9 The **NEC** may associate or affiliate with any organisation, which has objectives similar to that of the **Institute**.

11.5 CESSATION OF MEMBERSHIP OF THE NEC

11.5.1 Any member of the **NEC** shall cease to hold office:

11.5.1.1 upon resignation in writing;

11.5.1.2 upon cessation of his/her normal voting rights as in 6.2.1.

11.5.1.3 when absent from meetings of the **Institute** as stipulated in 11.2.7.

11.6 MANAGEMENT COMMITTEE (REGIONAL STRUCTURES)

11.6.1 Members of the **Institute** residing in a province in the Republic of South Africa, or in any country within SADEC may set up a regional structure within ILASA. The members in that **region** may name and identify this regional structure by any means which gives an indication that it is a sub-structure of the **Institute**.

11.6.2 A regional structure, which is duly set up by at least ten full members of the **Institute**, shall be autonomous with regards to:

11.6.2.1 the creation of a mission statement and objectives for the **region** underpinning the mission statement and objectives of the **Institute**;

11.6.2.2 legal status parallel to that of the **Institute**;

11.6.2.3 election of regional **MC**;

11.6.2.4 election of representatives to the **NEC**;

11.6.2.5 all activities planned for the **region**;

11.6.2.6 Financial aspects of the regional structure; and

11.6.2.7 the rules that regulate the activities of the members, and the committees of the **regions**.

11.6.3 The autonomy of **regions** is granted subject to all stipulations contained in the **Constitution of the Institute for Landscape Architecture in South Africa**.

11.6.4 Members of the **Institute** will sign up with the national body and will automatically be assigned membership to the region in which they reside and/or work.

11.6.5 A regional structure may be terminated when a majority of the members signed up with the **region** decide to do so at a duly constituted meeting for which notification has been given at least three weeks prior to the set date of such a meeting.

11.6.6 The **Management Committee (MC)** shall include as many **Institute** members as required to fulfil the management function of the committee. The **MC** will comprise a chair, who may not be the **President**, an honorary secretary and honorary treasurer. The **MC** will be elected on the day of the AGM in each region.

11.6.7 The MC will meet alternate-monthly to effectively manage the regional affairs of the Institute and forward copies of the Agenda and minutes of the meeting to the monthly meeting of the **NEC**.

11.6.8 Vacancies in the **MC**

In the case of resignation, incapacity or death of any member of the **MC**, the office shall be declared vacant by the **MC** and the **MC** shall request the members of the region to nominate another

representative to fill the vacancy for the balance of the term. For the purpose of this subsection, absence from two meetings of the **MC** without an apology may be treated as incapacity.

11.6.9 Cessation of the **MC** member:

Any member of the MC shall cease to hold office:

11.6.9.1 upon resignation in writing;

11.6.9.2 upon cessation of his/her normal voting rights as in 6.2.1.

11.6.9.3 when absent from meetings of the Institute as stipulated in 11.6.8.

.

12. INDEMNITY

12.1 Every member of the **NEC** and any committee thereof and every officer, secretary, auditor or other appointee of the **Institute** shall be indemnified out of the funds of the **Institute** against all liabilities, costs, losses and expenses *bona fide* incurred by him in the discharge of his/her duties as such on behalf of the **Institute**.

12.2 No member of the **NEC** or any committee thereof or any officer, secretary, auditor or other appointee of the **Institute** shall be liable for the acts, receipts, neglects or defaults of any other member of the **NEC** or any committee thereof or any officer, secretary and auditor of the **Institute**.

13. FINANCE

13.1 The **NEC** shall administer the funds of the Institute. The regional bodies will be responsible for managing their own funds, but in accordance with a budget approved by the **NEC**.

13.2 The **NEC** shall determine a national budget, indicating national priorities as well as the funds made available to each region. Income and expenses for projects and events of national interest, for example the Awards of Excellence, conferences and bursaries will be handled in the national budget, regardless of which region is acting as host of the national event.

13.3 The **NEC** shall allocate funds for each region proportional to the number of members in each region. At least 20% of total national member and corporate sponsorship income (excluding event-specific sponsorships such as tables at the Awards for Excellence or exhibition booths at the conference) will be reserved for the regions and awarded proportionally in terms of membership numbers, on condition that a budget is submitted by the region to the **NEC** and approved by the **NEC**. The Honorary Treasurer shall transfer the regional fees no later than 90 days after the onset of the new financial year. Regional allocations for fees of members received after this date will be transferred when received.

13.4 The **NEC** and the Regional bodies shall keep proper account of all moneys received and expended, and of all assets and liabilities of the **Institute**. At the end of each financial year, ILASA's "trial balance" shall be checked by an accountant (not affiliated with the institute) and he/she must

compile a final balance sheet based on this information he/she has obtained stating the make-up of its income and expenditure.

13.5 The Treasurer shall draw up a proposed budget for the financial year for presentation at the AGM.

13.6 The actual expenditure shall be recorded against the budget and presented at each **NEC** meeting and made available after discussion to the **MC**. The **NEC** shall at all times be informed as to its financial position.

13.7 The **NEC**, will ensure that a full audit to be done by a professional firm annually prior to the AGM of the **Institute**.

13.8 The financial statements and balance sheets and proposed budget of the **Institute** shall be presented to the individual members of the **Institute** and voted upon at the AGM.

.

14. PROPERTY AND ASSETS

14.1 All the assets and properties of the **Institute**, fixed or otherwise, but excluding those of the regional bodies, shall be administered by the **NEC** on behalf of the **Institute**.

14.2 All historical trusts and funds of the previous dispensation of the Institute shall be administered by the **NEC**.

14.3 The income and profit of the **Institute** from whatever source derived, shall be applied solely towards the promotion of the objectives of the **Institute** as set forth in this Constitution, and no portion thereof shall be paid or transferred directly or indirectly by way of bonus or dividend or otherwise, or by way of profit to the persons who are or at any time have been members of the **Institute**, or to any person claiming through any of them; provided that nothing herein shall prevent the payment in good faith of remuneration to any officer or employees of the **Institute**, or to any member of the Institute or other person in return for any services actually rendered to the **Institute**.

15. EXECUTION OF DEEDS

15.1 Unless otherwise determined by the **NEC**, all documentation and cheques drawn on behalf of the **Institute** shall be signed by persons with signing powers as determined in 11.4.3. Cheques will always be signed by two persons and electronic transfers authorised by two persons via passwords.

16. RULES

16.1 The Constitution will be underpinned by the **rules** of the **Institute**.

16.2 The **NEC** shall have the power to amend the **rules** from time to time as it may deem necessary to execute the objectives of the **Institute**. The **MC** shall discuss the changes and forward them to the **NEC** for approval. Notice of the proposal to move an amendment of the **rules** shall be included in the notice convening the meeting of the **NEC**.

17. AMENDMENTS

17.1 Any resolution to amend this constitution shall be given in writing by the **MC**, the **NEC** or by any member supported by at least 10 individual members with voting rights.

Such written resolution shall be presented to the President.

17.2 Any resolution to amend this constitution as described in 17.1 shall be circulated to all individual members with voting rights at least 14 days prior to the date on which the voting shall take place.

17.3 This constitution may be amended by a resolution passed by a two-thirds majority of those individual members voting by postal, facsimile, or email vote received by the prescribed date of voting.

17.4 The duly approved amendment of the constitution shall be published in a manner to be determined by the **NEC**.

18. DISSOLUTION

18.1 The **Institute** may be amalgamated with any similar institute by a resolution of the **NEC** submitted to the individual members with voting rights for decision by postal, facsimile or email vote and passed by a majority of two-thirds of those individual members voting by postal or facsimile vote received by the prescribed date of voting.

18.2 The **Institute** may be dissolved by a resolution of the **NEC** submitted to the individual members with voting rights to their registered addresses for decision by postal, facsimile or email vote and passed by a majority of two-thirds of those individual members voting by postal, facsimile or email vote received by the prescribed date of voting.

18.3 All surplus assets remaining after the satisfaction of all liabilities shall be transferred to another society, association or organisation with objectives substantially similar to those contained in this Constitution.