



**NAMAQUALAND CHAMBER  
OF COMMERCE (NPC)**

 6 William Street  
Bergsig  
Springbok 8240

# **CONSTITUTION**

For the

**NAMAQUALAND CHAMBER OF COMMERCE (NPC)**

(hereto refer to as the "NCC")

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## **1. NAME, OFFICE AND AREA OF OPERATION**

**1.1.** The name of the Chamber shall be the Namaqualand Chamber of Commerce - Non-Profit Company and (hereinafter “NCC-NPC”).

- 1.2.** The registered address of the NCC-NPC shall be at 6 William Street, Bergsig 8240 until formal office space is secured, at which point a formal address change will be registered at the CIPC. The area in which the NCC shall operate shall primarily be in the greater Namakwa Municipal District Area, but not limited thereto, and may extend to the whole of the Northern Cape Province of the Republic of South Africa.

## **2. INTERPRETATION AND DEFINITIONS**

- 2.1** The headings of the Articles are for the purpose of convenience and references only and shall not be used in the interpretation of, nor modify nor amplify the terms of these Articles nor any other clause. In these Articles, unless a contrary intention clearly appears:

**2.1.1** any one gender include the other two genders;

**2.1.2** the singular includes the plural and vice versa; and

**2.1.3** natural persons include created entities (corporate or unincorporated) and vice versa;

- 2.2** The following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

**2.2.1** "Apolitical organisation" means not belonging or subscribing to any political party;

**2.2.2** "Annual General Meeting" means a meeting required to be held by virtue of clause 16.2 hereunder;

**2.2.3** "Day" means all calendar days except for public holidays;

**2.2.4** "Financial Statement" means a balance sheet and an income and expenditure statement in conformity with generally accepted accounting practices and drawn up by a firm of registered Registered Professional Accountant as appointed from time to time by the NCC;

- 2.2.5** "The Financial Year" means a period of 12 (twelve) consecutive calendar months, starting on 1 March and ending on 28 February and in the event of a leap year, ending on 29th February;
- 2.2.6** "Executive Committee" means the Executive Committee of the NCC instituted on a basis set out in Clause 10 (Formally known as the Council);
- 2.2.7** "General Meeting" means a meeting at which all members are entitled to be present and vote and which has been convened in accordance with the Constitution;
- 2.2.8** "Member" means a member as described in clause 5 and clause 6 hereof;
- 2.2.9** "Objectives" shall mean the objectives of the NCC as set out in clause 3 hereof;
- 2.2.10** "Chairperson" means the Chairperson for the time being appointed;
- 2.2.11** "Regional Chambers" shall mean a Chamber established for such a Region or Town;
- 2.2.12** "NCC" means the Namaqualand Chamber of Commerce;
- 2.2.13** "NPC" means Non-Profit Company;
- 2.2.14** "SACCI" means the "South African Chambers of Commerce and Industry";
- 2.2.15** "Special General Meeting" means a meeting called out in terms of clause 16.3 hereunder.
- 2.2.16** "Stakeholders" A stakeholder is defined as a party, person or organisation that has an interest in the NCC and can either affect or be affected by the NCC .
- 2.2.17** "Endorser" means a member of the NCC who, in addition to its normal membership fees, have opted to join the endorsement programme of the NCC. (Refer to Addendum A)

**2.2.18** "Section 30" means the Income Tax Act 1962

### **3. OBJECTIVES OF THE NCC**

- 3.1** To represent business within the Namaqua District;
- 3.2** To contribute to the broad transformation of the business sector by supporting growth in participation and relevance of an opportune environment;
- 3.3** To give effect to the provisions of the Constitution of the Republic of South Africa, Act 108 of 1996, as amended and as contained therein and in other legislation of the Republic of South Africa insofar as it relates to the representation of business and the other objectives of the NCC;
- 3.4** To maintain and promote PPP (Private-Public Partnership); networking through businesses and business organisations in forming partnerships through government and education;
- 3.5** To consider all existing and proposed policies and laws affecting or likely to affect Commerce and Industry and to take such lawful steps and actions in this regard as may be deemed to be appropriate;
- 3.6** To make representations to any organ of state or any other entity on any matter affecting Commerce and Industry;
- 3.7** To promote, import and export opportunities and other forms of trade between the Northern Cape and any other country or region thereof;
- 3.8** To settle or assist in the settlement of shared or combined business opportunities or otherwise;
- 3.9** To promote the conduct of business by the members in accordance with accepted NCC values, ethical, moral and international standards;
- 3.10** To create an advertising platform for members in general to assist in promoting their interests through mentorship-, networking-, innovation programs whilst treating all members of the NCC as equals;

- 3.11** To raise funds by membership subscription, sponsorships and events, thus also creating an SMME funding scheme through the established NCC offices;
- 3.12** To form a business finance management division as support structure and for establishing access to markets;
- 3.13** To participate in the activities of Chambers and Associations created for similar purposes and to undertake projects designed to further these interests in the local community;
- 3.14** To conduct lectures, meetings and discussions on matters affecting Commerce and Industry through an education and training centre;
- 3.15** To form tertiary partnerships through the Northern and Western Cape; initiating mentorship programs through joint ventures;
- 3.15** To establish independent NCC offices;
- 3.16** To affiliate with SACCI and/or any other associations and organisations with objectives of a similar nature to that of the NCC;
- 3.17** To obtain assets and make investments on behalf of the NCC to supplement the income of the NCC for the benefit of the members of the NCC.
- 3.18** To establish an information sharing hub with co-workspace:
- an IT (Information technology) system with an information management back-end;
  - a web subscription base tool for access to SA's government database on all policies;
  - for online business education and market research;
- 3.19** To form partnerships with national and international businesses as a hunt for opportunities in the export/ import services;
- 3.20** The activities of the organisation are carried on in a non-profit manner and with an altruistic or philanthropic intent; **[Section 30(1)(b)(i)]**

**3.21** No activity will directly or indirectly promote the economic self-interest of any fiduciary or employee of the organisation otherwise than by way of reasonable remuneration payable to that fiduciary or employee. **[Section 30(1)(b)(ii)]**

#### **4. MEMBERSHIP**

**4.1** All persons and organisations of persons directly or indirectly concerned with lawful business, industry or professional pursuits shall be eligible for membership.

**4.2** Any other person or group as may be determined at a General Meeting;

**4.3** All prospective members shall apply in writing and all such applications shall be considered and dealt with in accordance with the provisions set out in clause 5 hereof. The admission of honorary members and special members shall fall outside the ambit of the provisions of clause 5 hereof.

**4.4** All members shall be deemed to be bound by the provisions of this Constitution.

**4.5** The Executive Committee shall have the power to elect as Honorary Members of the NCC any person, who, in its opinion, shall merit such election.

**4.6** Honorary and special members shall enjoy all the privileges of membership, except that such persons shall not be entitled to vote nor be required to pay membership subscriptions.

**4.7** The Executive Committee shall have the power to elect and terminate as Special Members of the NCC any person, business, or entity who, in its opinion, shall merit such election.

#### **5. ADMISSION OF MEMBERS**

**5.1** Application for membership of NCC shall be made in writing in such form as may be prescribed from time to time by the Executive Committee;

**5.2** Without limiting the power of the Executive Committee to prescribe the form of application for membership, such form shall in any event contain an undertaking by

the applicant that upon admission to membership such applicant will be bound by the provisions of the Constitution from time to time and any Rules that may be in force from time to time;

**5.3** The application shall be submitted to the Executive Committee who shall have the power to:

**5.3.1** approve the application for membership, subject to such terms and conditions as it may determine;

**5.3.2** reject such application;

**5.4** Any admission to membership shall only become effective when the applicant has paid in full the prescribed subscription fee and any other amounts which may be payable on becoming a member, including any entrance fee payable.

## **6. RIGHTS OF MEMBERS**

In addition to the rights expressly provided for elsewhere in this Constitution, every member who is not in arrears with his subscriptions, shall enjoy the following rights:

**6.1** to receive all the services rendered by the NCC, including the right to receive all notices, publications, reports and literature issued by it.

## **7. AUTONOMY OF MEMBERS**

Nothing in this Constitution shall detract from the autonomy of all members and such all members shall have the right to dissociate themselves from or disagree with any majority or other decisions of the NCC and shall further have the right to state or disseminate any views or representations at variance with such majority or other decisions of the NCC.

Members should strive, however, to protect the integrity of NCC through seeking common positions as far as possible.



## **8. TERMINATION OF MEMBERSHIP**

### **8.1 Membership of NCC shall cease:**

**8.1.1** upon such member ceasing to have the qualification for membership, which was the basis of the admission of that member;

**8.1.2** in the case of an Honorary Member or Special Member, upon receipt by the Executive Committee of a written resignation by such member of his membership;

**8.1.3** upon such member's resignation in accordance with the provisions of this Constitution; information of cancellation of membership must be given 2 months in advance and members will be held liable for a pro-rata payment if this is not adhered to.

**8.1.4** upon such member's membership being terminated in accordance with the provisions of this Constitution;

**8.1.5** upon the death of such a member.

**8.2** Any member may resign by giving written notice of such resignation, which may take place with immediate effect; provided however that pending such resignation becoming final such member shall pay to NCC all liabilities accruing to it, including any subscriptions owing in respect of the current financial year of NCC within which such resignation takes place, unless the Executive Committee determines otherwise; and provided further that such member may at any time, with the consent of the Executive Committee, withdraw such notice of resignation.

**8.3** The Executive Committee shall terminate either summarily or after such period as it shall determine, or suspend any member's membership, if in the opinion of the Executive Committee such member is guilty of conduct which has brought or is likely to bring the NCC into disrepute; provided that such member shall be furnished with full particulars of such alleged conduct and provided further that the Executive Committee shall assign its reasons for such termination or suspension. Such member shall be afforded an opportunity of stating his case, whether at a meeting of the Executive

Committee or at any other appropriate forum, either personally or through an executive official or a person bona fide in his employment.

- 8.4** No refund, whether in whole or in part, of any subscription or levy shall be payable to any member upon termination of the membership of that member in terms of clause 8.3.

## **9. SUBSCRIPTIONS**

- 9.1** All membership subscriptions and other amounts payable to the NCC shall be determined by the Executive Committee and shall, unless otherwise determined, be payable annually within three months from the invoice date.

- 9.2** Membership subscriptions are payable as follows:

**9.2.1** Members who join during the first half of the calendar year, ending on the 30th of June of every year, will be liable to pay the annual renewal membership subscription by no later than 28 February of the following year; and

**9.2.2** Members who join during the second half of the calendar year, ending on the 31st of December of every year, will be liable to pay the annual renewal membership subscription by no later than 31 July of the following year.

## **10. EXECUTIVE COMMITTEE**

- 10.1** The Executive Committee shall consist of the following persons:

**10.1.1** the office bearers as set out in clause 14.

**10.1.2** and in addition representatives of members in such numbers as the office bearers may decide from time to time.

- 10.2** The members of the Executive Committee shall be elected by ballot if necessary, at the Founding Meeting (the first AGM under the conditions of the new constitution) and at each following Annual General Meeting, unless otherwise specified. Nominations shall be in writing, signed by the proposer and the seconder (who shall be members)

and accepted by the nominee. Such nominations should be in the hands of the Secretary at least forty-eight hours before the Annual General Meeting. The members to be elected at the Founding Meeting are six members as nominated by members of the NCC. Three of the six members will be nominated by the current executive committee members and the remaining three nominated from the NCC members.

- 10.3** Three of the executive members will automatically become directors of the NPC and submission and alterations in directorship status should be made at the CIPC no later than 7 working days after the election of the executive committee. The duty of which will be that of the NCC's accountants or the treasurer of the NCC.
- 10.4** Directorship of the NPC is voted for from within the executive committee immediately at the founding meeting or no later than 5 working days after the election of the executive committee.
- 10.5** The Executive Committee having been duly elected at the first Founding meeting, shall elect a Chairperson, a Vice Chairperson and a Treasurer.
- 10.6** Any vacancy on the Executive Committee may be filled by co-opting such members as may be necessary if no candidate from the previous election is available, subject to the provisions as set out below. The candidate from the previous Executive Committee with the most votes cast in his favour will be the first-choice candidate and thereafter the candidates from the previous elections with the next most votes will be the next candidate to fill the vacancy. If none of the candidates of the previous election are available, co-option may take place and only if it is necessary.
- 10.7** The Executive Committee shall consist of members representing Commerce and Industry as well as other related enterprises.

## **11. TERMINATION OF EXECUTIVE COMMITTEE MEMBERSHIP**

The office of a member of the Executive Committee shall be vacated:

- 11.1** If he/she resigns; or
- 11.2** If he/she becomes of unsound mind; or

- 11.3 If he/she is found to be unfit or incapable of acting as a member of the Executive Committee (as determined by a simple majority of the members of the Executive Committee); or
- 11.4 If he/she is convicted of any crime involving dishonesty; or
- 11.5 If he/she fails to attend three consecutive meetings of the Executive Committee without an apology, or under circumstances which are not acceptable to the Executive Committee, unless his/her absence from such meetings is condoned by the other members of the Executive Committee; or
- 11.6 Conduct behaviour detrimental to the image and reputation of the council
- 11.7 Demonstrate behaviour not in line with good governance or not in line with the objectives and constitution of the council
- 11.8 If he/she shows a disregard for the values of the council
- 11.9 Upon his/her death.

## 12. POWERS AND DUTIES OF EXECUTIVE COMMITTEE

The power and duties of the Executive Committee:

- 12.1 At least three persons who accept fiduciary responsibility for the public benefit organisation will not be connected persons in relation to each other, and no single person directly or indirectly controls the decision making powers relating to such organisation. **[Section 30(3)(b)(i)]**
- 12.2 To implement and generally give effect to the objectives, decisions and policies of the NCC and of the South African Chamber of Commerce and Industry;
- 12.3 To perform the duties legally or customarily attached to their respective portfolio and any other such duties as may be required of them.

- 12.4** To have complete charge and control of the entire general management and property of the NCC, and its decisions in matters relative to such management and property shall be final.
- 12.5** Requires a quorum of 50% of the Executive Committee must be present at any Executive Committee meeting to constitute a quorum for the transaction of business.
- 12.6** Requires any action passed by a majority vote of the quorum of the said Executive Committee shall be valid and binding upon the NCC.
- 12.7** To determine any other business that may be considered at the Annual General Meeting or other General Meeting.
- 12.8** To open and operate an account or accounts with a registered financial institution and to ensure that the financial statements of the affairs of the NCC are properly drafted for submission to Members at the Annual General Meeting.
- 12.9** The funds of the public benefit organisation will be used solely for objects for which it was established. [Section 30(3)(b)(ii)]
- 12.10** No funds will be distributed to any person, other than in the course of undertaking in any public benefit activity. **[Section 30(3)(b)(ii)]**
- 12.11** The public benefit organisation will not be a party to, or does not knowingly permit, or has not knowingly permitted, itself to be used as part of any transaction, operation or scheme of which the sole or main purpose in the reduction, postponement or avoidance of liability for any tax, duty or levy which, but for such transaction, operation or scheme, would have been or would have become payable by any person under this act or any other act administered by the commissioner. **[Section 30(3)(c)]**
- 12.12** No resources will be used, directly or indirectly, to support, advance or oppose any political party. **[Section 30(3)(h)]**
- 12.13** No remuneration will 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 has not and will economically benefit any person in a manner which is not consistent with its objects. **[Section 30(3)(d)]**

- 12.14** To invest, dispose of or otherwise deal with any of the NCC's assets including movable, immovable, tangible and intangible, cash and other assets, inclusive, without limitation to the generality of the afore-going, the utilisation of any such assets by way of security, or the exchange, sale or leasing thereof.
- 12.15** To ensure that all human resource requirements and compliance with labour laws are observed.
- 12.16** To transact the business of the NCC.
- 12.17** To incur and settle debts and other obligations, in its own name and to issue legal proceedings.
- 12.18** No donation will be accepted which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and condition of such donation, including any misrepresentation with regard to the tax deductibility thereof in term of section 18A: Provided that a donor (other than a donor which is an approved public benefit organisation or an institution board or body which is exempt from tax in terms of section 10(1)(cA)(i), which has as its sole or principal object the carrying on of any public benefit activity) may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation. **[Section 30(3)(v)]**
- 12.19** A copy of amendments to the constitution will be submitted to the commissioner of the South African Revenue Services. **[Section 30(3)(vi)]**

To do all other things as it may deem in the interests of the NCC or any of its members with due regard.

- 12.20** To appoint the Registered Professional Accountant of the NCC and fix their remuneration.
- 12.21** To delegate in its sole discretion any of the above powers and duties.
- 12.22** To remove a member of the Executive Committee who has not attended 3 (THREE) consecutive meetings without an acceptable apology.

**12.23** The Executive Committee may, by a half (1/2) vote, declare any elected office vacant for the following reasons:

**12.23.1.** failure of an Officer to perform the duties of the office for a period in excess of two months,

**12.23.2.** commission by an Officer of fraud, deceit, theft, or embezzlement of any property owned or otherwise under the jurisdiction of the NCC.

**12.23.3** Provisions shall be made at each Executive Committee Meeting to review the minutes of the last Executive Committee Meeting, as prepared by the Secretariat.

**12.24** Disqualification and removal of Directors or Chairperson. A director or Chairperson shall cease to hold office if:

**12.24.1** he or she ceases to be a Director by virtue of any provision in the Act or is prohibited by law from fulfilling the position,

**12.24.2** he or she cease to be a Member of the NCC

**12.24.3** he or she becomes incapable by reason of mental disorder, illness or injury of managing and administering his or her own affairs;

**12.24.4** he or she resigns as a Director by notice to the NCC (but only if at least two (2) Directors will remain in office when the notice of the resignation is to take effect, or

**12.24.5** the Executive Committee resolve unanimously that his or her office be vacated.

**12.25** To represent the NCC in all legal proceedings

### **13. PROCEEDINGS AT MEETINGS**

- 13.1** Unless otherwise specified herein or otherwise determined by the meeting concerned, all proceedings at meetings (including General Meetings and Executive Committee Meetings) shall be conducted in accordance with normal practice.
- 13.2** All motions shall be proposed and seconded.
- 13.3** Voting, unless a ballot is demanded by any member, shall be on a show of hands and motions shall be carried by a simple majority and each member shall be entitled to one vote only on each motion, subject to the provision that only paid up members shall have the right to exercise their voting rights.
- 13.4** Should there be an equality of votes, in any meeting, a motion shall not be carried, and the Chairman shall have a casting vote.

### **14. OFFICIALS**

- 14.1** The Top Officials of the NCC will be the Executive Committee consisting of 6 (Six) members as elected at the Annual General Meeting.
- 14.2** The election of the Management Committee will be done within seven (7) days after the election of the Executive Committee. These officials will consist of the Chairman, Vice chairperson, Treasurer and 3 (three) additional members.
- 14.3** The management and executive committee has the mandate to create new vacancies from time to time as the need arises.
- 14.4** This election referred to in paragraph 14.2 will be chaired by the current Chairperson till the election of a new Chairperson where after the Chairperson elect will be presiding over the election of the Management Committee.
- 14.5** A Chairperson who, unless otherwise determined at the meeting concerned, shall also be Chairman at any General Meeting or Executive Committee meeting. The Chairperson shall not remain in office for a period in excess of two consecutive terms (1 year per term), unless the Executive Committee decides to extend the Chairperson term in the interests of the NCC.



**14.6** The Vice Chairperson shall, in the absence of the Chairperson, be the Chairman at any General Meeting or Executive Meeting.

## **15. JURISTIC PERSON (LEGAL PERSONALITY)**

The NCC will be a Juristic Person (Legal Personality) and may represent the NCC in all legal proceedings.

## **16. CONVENING OF MEETINGS**

**16.1** The Executive Committee shall meet at least ten times per year at such times and venues as it or the Chairperson failing him as the Vice-Chairperson may determine.

**16.2** The Annual General Meeting shall be held within 6 months after the end of the NCC's financial year and shall be at such time and venue as the Chairperson, failing whom the Vice Chairperson may determine.

**16.3** A General Meeting may be called at any time by the Chairperson or in his absence by Vice Chairperson, or by the Executive Committee or on a requisition in writing signed by not fewer than twelve members specifying the purpose of such meeting, which shall be the only business permitted to be conducted at such a meeting.

## **17. BUSINESS TO BE TRANSACTED AT ANNUAL GENERAL MEETINGS**

Annual General Meetings shall consider, inter alia, the following:

**17.1** The Annual Report and Financial Statements of the NCC.

**17.2** The election of the Executive Committee.

**17.3** All motions properly proposed and other business which may arise.

## **18. NOTICE OF MEETINGS**

### **18.1 Executive Committee Meetings**

At least seven days written notice or such shorter periods as the Chairperson may determine shall be given for any Executive Committee Meeting.

### **18.2 General Meetings**

At least fourteen days written notice shall be given of any General Meeting, provided that not less than seven days written notice may be given if such shorter period is approved in writing in advance by not less than two thirds of all NCC members who can exercise their voting rights.

### **18.3 Other Meetings**

At least seven days written notice or such shorter period as the Chairperson of the meeting concerned.

**18.4** Due notice shall for all purpose be deemed to have been given immediately upon delivery thereof, which in the event of delivery by postage, shall be deemed to be the day of posting of the notice.

## **19. MOTIONS AT GENERAL MEETINGS**

**19.1** Each member may propose motions by delivering written notice thereof to the NCC at least seven days prior to the meeting or, if there is short notice thereof, such lesser period as the Chairperson (failing whom the Vice- Chairperson) or the Chairman of the meeting may determine. All proposed motions and agendas shall be circulated to members prior to the meeting.

**19.2** A motion which has been defeated at a General Meeting may not be reintroduced for a period of one years without the leave of the Executive Committee.

## **20. QUORUM**

- 20.1** A quorum at a General Meeting shall be 25% of paid-up members of the total members of the NCC and voting shall be by ballot.
- 20.2** A quorum at an Executive Committee Meeting shall be at least 50 % of the members present and entitled to vote and the number of vacancies will be excluded from the calculation hereof.
- 20.3** The Chairperson shall partake with full voting rights in all Executive Committee meetings and shall for the purposes of forming a quorum, be deemed to be one member entitled to vote.
- 20.4** In the absence of a quorum at any meeting within 30 minutes of that meeting's scheduled starting time, the meeting shall automatically be adjourned to the same day, time and place in the following week (provided that if that day be a public holiday, to the next business day) and those members at the adjourned meeting present shall constitute a quorum.

## **21. STANDING AND SUB-COMMITTEES**

A General Meeting of the Executive Committee may at any time appoint such committees with such terms of reference as may be considered desirable.

## **22. AMENDMENT OF CONSTITUTION**

Any provision of this Constitution may be amended by a majority vote at a General Meeting in respect of which due notice of any proposed amendment has been given provided that the provisions of Clauses 1, 3 and 22 may only be amended by a special resolution passed by a two-thirds majority of all persons present and entitled to vote at a General Meeting and in respect of which not less than fourteen days written notice has been given.

## **23. WINDING-UP**

- 23.1** The NCC, subject to such conditions as a Special General Meeting may determine, and shall be dissolved by a resolution passed by not less than two-thirds of the members of the NCC present at such meetings, which meeting shall be called specially for the purpose concerned at not less than twenty-one days written notice specifying in detail the purpose for the meeting and the reasons for the proposed dissolution.
- 23.2** On dissolution the assets of the NCC shall be made to cash and divided equally between the members.

## **24. DISSOLUTION**

- 24.1** Upon the dissolution of the public benefit organisation, the remaining assets must be transferred to: **[Section 30(3)(iii)]**

**24.1.1** any public benefit organisation which has been approved in terms of this section; **(aa)**

**24.1.2** any institution, board or body which is exempt from tax under the provisions of section 10(1)(cA)(i), which has as its sole or principal object the carrying on of any public benefit activity; or **(bb)**

**24.1.3** any department of state or administration in the national, provincial or local sphere of government of the Republic, contemplated in section 10(1)(a) or (b) of the act. **(cc)**

## **APPROVAL**

Approved at the Executive Committee meeting held at Springbok on the 14th of July 2020.

## ADDENDUM A

### 1. Endorsement Program of the NCC

#### 1.1 Definition

1.1.1 An endorser is a person, group or organization that has interest or concern in the success of the organization.

1.1.2 The organization herein denoted as the Namaqualand Chamber of Commerce (NCC-NPC)

1.1.3 Endorser means the person, group, or organization who in addition to its normal membership fees opted to participate in the endorsement program of the NCC.

#### 1.2 Purpose of the endorsement program

1.2.1 The purpose of the program is to build trust and accountability in the business community through affiliation.

1.2.2 New businesses will gain trust and social accountability by affiliating itself with the NCC, while established businesses will add trust and social accountability to the NCC by having the NCC gain broadened support amongst businesses.

1.2.3 Offer endorser the option of actively participating in projects and programs developed and rolled out by the NCC. The degree to which endorser participate in projects and programs will remain at the discretion of the executive committee of the NCC.

#### 1.3 Requirements of endorsement program

1.3.1 Such a person, group, or organization must be a member of the NCC.

1.3.2. Membership must be in good standing pertaining to membership fees paid and organizational conduct.

1.3.3 Exemplary organizational conduct means that:

1.3.3.1 The person, group or organizational entity's tax affairs are in order by presenting a tax clearance.

1.3.3.2 Has not been implicated in or investigated for any corrupt or fraudulent activity.

1.3.4 Such person, group or organization is committed to contributing a minimum of **1000 ZAR** monthly to the NCC.

1.3.5 Or provides a continuous specialised or operational service to the value of minimum **1000 ZAR** per month.

1.3.6 Obligated to consult with the executive committee of the NCC regarding any new business-related projects or social programs envisioned or planned for the Namaqua district.

1.3.7 Notify the executive committee of any procurement needs to be delivered through the NCC business directory.

### 2. Benefits of the endorser

2.1 Endorser will enjoy **mention** at every event, program or interview conducted by the executive committee.

2.2 Endorser's logo or name will **reflect on the website** of the NCC under the heading Endorsers or partners.

2.3 Endorser's logo or name will reflect on **all proposals and presentations** after passing strict quality assurance.

2.4 Endorsers will be privy to **VIP status** at all gatherings, functions organized by the NCC.

2.5 Endorsers will at the discretion of the executive committee be privy to business cases developed by members of the NCC business development, uniquely for the Namaqualand district.

2.6 Endorsers will receive electronic copies of **annual financial statements** compiled by professional accountants.

- 2.7 Will have a **special vote** on:
  - 2.7.1 The execution of all new sector development projects.
  - 2.7.2 Withdrawal of capital from the account of the NCC for more than 50 000 ZAR.
  - 2.7.3 Vote can be cast by electronic means, telephonic or in writing after having perused enough information that will aid in decision making.
- 2.8 Receive tax incentive in line with Section 10(1)(cN) of the Income Tax Act No. 58 of 1962 (the Act), which exempts from income tax, receipts and accruals of any PBO approved by the Commissioner in terms of section 30(3) of the Act.
- 3. **Termination of endorser status**
  - 3.1 Termination of endorser status should be done in writing directed to the current executive committee.
  - 3.2 Undertaken by the executive committee if the person, group, or organization in in breach of any of the requirements of an endorser (refer 1.3).