

**CONSTITUTION AND RULES**  
**OF THE**  
**FURNITURE, BEDDING & UPHOLSTERY**  
**MANUFACTURERS' ASSOCIATION**

**1. NAME**

The name of the Association shall be:

“FURNITURE, BEDDING & UPHOLSTERY MANUFACTURERS’ ASSOCIATION”.

**2. OBJECTS**

The objects of the Association shall be:-

- a) To promote, protect, watch and advance the interest of all manufacturers connected directly or indirectly with the furniture, bedding and upholstery manufacturing industry, and to deal with all such matters as may affect their interests and in particular the mutual interests of the members of the Association or any of them and to take such action as the Association deems expedient in regard thereto.
- b) To promote, support or oppose, as may be deemed expedient, any proposed legislative or other measures affecting the interests of the Association generally or any of its members.
- c) To co-operate and amalgamate with and/or be affiliated to all such associations, organisations or bodies, corporate or otherwise, except any political party as defined in Section 8(7) of the Labour Relations Act as may be deemed appropriate on such terms and conditions as may from time to time be determined.
- d) To collect and disseminate information whether by press reports or otherwise calculated to be of use and/or interest to members.

- e) To determine and regulate in such manner as may from time to time prove necessary and/or advisable, employer and employee relationships, rates of payment, to encourage and endeavour to effect the settlement of all disputes by inquiry, conciliation, arbitration and/or any other method, and when required or deemed necessary to appoint representatives on an Industrial Council or Conciliation Board which may be established or appointed under the Labour Relations Act or any amendment thereof or measure substituted thereof of having similar objectives.
- f) To act as and/or appoint arbitrators in connection with any dispute arising in the industry or in any industry directly connected therewith.
- g) To promote the interests of members and to establish close relations and association between members of the Association and co-operation by the Association with other Associations and/or organisations, corporate or otherwise.
- h) To promote or assist in the promotion of propaganda affecting the industry, or for the attainment of the objects of the Association.
- i) To make rules, regulations and bye-laws which are not inconsistent with this Constitution or contrary to the Labour Relations Act, or any other laws for the regulation and conduct of the affairs of the Association, and to alter, repeal or revoke them.
- j) To open and operate on a banking account and to invest the funds of the Association or any portion thereof upon such securities and in such manner as the Executive Committee may from time to time determine, with the rights to vary such investments from time to time at the discretion of the Executive Committee.
- k) To engage, brief, retain, consult and employ Attorneys, Counsel, Auditors, an Executive Director, a Secretary, and other persons for the purpose of

carrying out or giving effect to, for attaining any of the objects set out in these presents or otherwise howsoever in connection with the business, affairs or transactions of the Association, and to remunerate all such persons.

- l) To do all such other lawful things as are incidental or conducive to the attainment of the above objects or any of them.

No object shall be deemed to limit or restrict the meaning or purpose of any other object.

### **3. INTERPRETATION**

In this Constitution unless the context otherwise requires:-

- a) "Association" shall mean the Furniture, Bedding and Upholstery Manufacturers' Association.
- b) "Month" shall mean calendar month.
- c) "These premises" shall mean and include this Constitution and any amendments hereof for the time being in force.
- d) "Member" shall unless the contrary intention appears in this Constitution be deemed to include a person appointed to represent a member.
- e) "Office" shall mean the office of the Association.
- f) "The Registrar" shall mean the register of Members kept at the office.
- g) "Signed" or "Signature" includes names of any official of the Association written, lithographed, typed, printed, embossed with any kind of stamp, or partly written, lithographed, printed, embossed when used in connection with any notice or circular issued by the Association.
- h) Words importing the singular number shall include the plural and *vice-versa*.
- i) Words importing the masculine gender shall include females.
- j) Words importing persons shall include partnerships, companies, close corporations and all bodies corporate.
- k) "Fine" shall mean and include an agreed amount or the amount fixed by the Executive Committee in terms of these presents as the penalty payable by

any member in consequence of the breach of any provisions of these presents, or of any resolution duly passed by the Executive Committee or the Association or of any Agreement made by the Association with others on matters falling within the scope of this Association.

- l) "Act" shall mean the Labour Relations Act, No 28, of 1956, as amended.
- m) "Auditor" shall mean a public accountant as defined in the Labour Relations Act, and appointed by the Executive Committee as Auditor to the Association.

In case of doubt arising as to the meaning or interpretation of any provision hereof or of any regulation made hereunder, the matter shall be referred to the Executive Committee for a ruling which shall be binding in so far as it is not inconsistent with this Constitution, the provisions of the Labour Relations Act or the provisions of any other law.

#### **4. MEMBERSHIP**

- a) Any person, firm or company who is a manufacturer and as such an employer of workers engaged in the manufacture of furniture, and/or bedding and/or upholstery in the Republic of South Africa, shall be eligible for membership of the Association.
- b) In the case of firms or companies engaged in such manufacture, the firms or companies themselves and not the individual members thereof or any of them shall be eligible for membership of the Association.
- c) A member of the Association may be represented by Principal, Partner, Director, Member of a Close Corporation, Manager or Secretary. Except where such a member is a Principal, Partner or Director, each member shall nominate his representative by notice in writing addressed to the Association setting forth such representative's name and qualification, and each member may at the same time nominate an alternate to such representative so that in the absence of any representative of a firm at a Meeting the alternate may represent the member at the Meeting. Members may make fresh nominations of representatives or alternates from time to

time in terms of this Clause provided such alterations are notified in writing to the Secretary.

- d) i) All applications for membership shall be made in writing in the form provided by the Executive Committee from time to time and shall be lodged with the Secretary and shall be accompanied in each case by the prescribed entrance fee.

Such applications for membership shall be duly and separately proposed and seconded by members of the Association.

- ii) Upon receipt of an application for membership the Secretary shall submit such application to the Executive Committee which shall consider the same at the next meeting of the Committee following receipt thereof and shall thereafter be passed by a three quarters majority of votes at a meeting of the Executive Committee and elected by a majority of votes at the next succeeding General Meeting of the Association.
- iii) Immediately upon approval of the application by the Executive Committee the applicant member shall become liable for subscriptions levied upon members, and such subscriptions shall not be refundable in the event of the application not being confirmed by the General Meeting, and the applicant member shall further become liable for any penalties and/or fines imposed upon him for any infringement, breach or non-observance of any one or more of the provisions of these presents and/or of agreements between members and the Association, and/or any resolution of the Association.
- iv) Neither the Executive Committee nor the Association shall be compelled to give any reason whatever for the non-election of any application.
- e) Upon approval of an applicant for membership by the Executive Committee, such applicant shall become entitled to all the rights and privileges and shall

be subject to all the obligations applicable to membership of the Association and upon confirmation of membership by the General Meeting the member shall be furnished with a certificate of membership by the Association.

- f) In the event of an applicant being refused membership by the Association there shall be refunded to such applicant the amount of the entrance fee only tendered by him with his application.
- g) No member of the Association shall either on his own account or as the agent of any other person or as a manager or employee carry on directly a similar business in the Transvaal Province and/or Magisterial District of Vryburg unless such business be a member of this Association, nor shall any such member carry on or be interested in any such business indirectly unless he is able to establish to the satisfaction of the Executive Committee that such interest is purely by the way of investment but does not involve any effective control or direction in the policy or manner of conducting such business.
- h) Applications for membership by a partnership shall be supported by a statement setting out the full names of the partners of the applicant firm. The partnership shall thereafter be obliged to notify the Association of any changes in personnel constituting such partnership, and if required by the Executive Committee such changed partnership shall apply for membership afresh.
- i) Applications for membership by a Company shall be supported by a certified copy of the Board Resolution to become a member and a statement setting out the names and addresses of the Directors thereof. The Company shall thereafter be obliged to notify the Association of any changes in the Directorship of such Company.
- j) Applications for membership by a close corporation shall be supported by a certified copy of the founding statement of the close corporation and a statement setting out the names and addresses of the members thereof.

The close corporation shall thereafter be obliged to notify the Association of any changes in the membership of such close corporation.

- k) Every member shall notify the Secretary in writing of his postal address and any change thereof.
- l) Any member who has resigned or has been expelled from the Association may be admitted to membership thereafter on such conditions and with such rights as a General Meeting of the Association acting upon a recommendation of the Executive Committee may determine.
- m) Any person whether eligible for membership or not may be elected an associate member or honorary member on such terms and conditions and with such rights, privileges and obligations as may from time to time be determined by a General Meeting of the Association.
- n) Associate and Honorary Members who are not engaged in the Industry represented by the Association shall not be entitled to vote on matters falling within the purview of the Labour Relations Act, and such members shall not be taken into consideration for the purposes of determining the representativeness nor for the membership strength of the Association for the purposes of that Act; and the Association records shall indicate clearly whether members are ordinary, associate or honorary members.
- o) If any employers' organisation registered as such in terms of the Labour Relations Act, 1956 (hereinafter referred to as the "other association") resolves to wind up its affairs with a view to its members joining and its unexpended funds being transferred to this Association, then notwithstanding anything to the contrary contained in this clause, the members of the other association who are in good standing of that association on the date of its dissolution, shall be entitled to automatic admission to full membership of this Association on conditions not less favourable than the conditions applying to the existing members of this Association, provided that the provisions of this sub-clause shall cease to

apply in respect of any such member of the other association who within three (3) months of the aforementioned date notifies this Association in writing, that he does not wish to join it or who terminates his membership.

## **5. FEES (SUBSCRIPTION AND ENTRANCE)**

- (a) All applicants for membership shall pay such entrance fee as is prescribed by General Meeting of the Association from time to time.
- (b) All members shall be liable to pay the prescribed subscription fee which shall be determined from time to time by a General Meeting of the Association, and which shall be payable monthly in advance.
- (c) **LEVY:** A General Meeting may at any time with a view to securing funds for any particular purpose impose a levy on each member of the Association provided that the amount of the levy shall not exceed R25,20 (TWENTY-FIVE RAND AND TWENTY CENTS) in any one calendar year and provided also that notice of the proposed levy appear in the agenda for the Meeting.
- (d) The Executive Committee may exercise its power to institute proceedings against any member for recovery of subscriptions and/or any other sum or sums of money which such member may owe to the Association and/or for the performance of any contract between him and the Association.

## **6. LIABILITY OF MEMBERS**

The liability of each member shall be limited to monies payable and owing by him to the Association in terms of this Constitution.

## **7. MEETINGS**

- (a) An Annual General Meeting of the Association shall be held in the month of July in each year or as soon as possible thereafter, but not later than 31<sup>st</sup> October in each year. The Secretary shall submit at such General Meeting for consideration and approval an audited financial statement of Revenue and Expenditure for the preceding year. Seven (7) days' notice shall be



given to each member of the holding of such Annual General Meeting and a copy of the Balance Sheet and Statement of Income and Expenditure for the preceding year shall accompany each notice.

- (b) The Annual General Meeting shall elect a President, Vice-President, Treasurer and Executive Committee for the Association who shall hold office until the next Annual General Meeting.
- (c) Special General Meetings shall be called by the Executive Committee:-
  - (i) Upon receiving a request for such Special General Meeting signed by not less than one-third of the members of the Association who are at the time in good standing. The said request shall specify the objects of the requisitioned General Meeting, and such Meeting shall be called within one month of receipt of such request.
  - (ii) Whenever the Executive Committee or the Executive Director acting in consultation with the President shall consider such Special General Meeting necessary.
- (d) Not less than five days' written notice of any General Meeting shall be given by the Executive Director to all the members of the Association, provided, however, that in the case of a Special General Meeting such shorter, but not less than 48 hours, notice may be given as the Executive Director may consider appropriate.
- (e)
  - (i) The President, or if the President is absent then the Vice-President shall take the Chair at all General Meetings and should both of them be absent, the members then present in good standing may on motion elect one of the members to take the Chair.
  - (iii) The President shall preside at all Executive Committee Meetings and should he not be present, the Vice-President shall take the Chair. Should none of the aforementioned Officers be present, the members of the Executive Committee then present may on motion elect one of the members to take the Chair.
- (f) Each member of the Association shall be entitled to one vote only at a General Meeting and every motion or proposition moved at any Meeting shall be seconded and voted upon. In the case of an equality of votes at any General Meetings or any Executive Committee Meeting the President or

Vice-President presiding shall have a casting vote in addition to his deliberative vote. The Executive Director shall have no vote whatsoever.

- (g)
  - (i) All questions raised at General Meetings shall be decided by a majority of votes of members in good standing present at the Meetings and all resolutions passed at a General Meeting shall be binding on all members of the Association.
  - (ii) In the case of election of the Executive Committee Members other than the President, Vice-President and Treasurer (who shall be nominated and elected individually in the usual manner) each member present and in good standing shall have as many votes as the number of Executive Committee members to be elected and candidates up to the required number receiving the highest number of votes shall be declared elected.
- (h) No business shall be transacted at any Meeting of the Executive Committee or at any General Meeting unless the requisite quorum be present at such Meeting and should the requisite quorum not be present within one-half hour of the appointed time for such meeting it shall be adjourned to the same hour on the same day the following week at the same place. At the Adjourned Meeting the members present shall constitute a quorum and may proceed to business.
- (i) The President, or in his absence the person taking the Chair in terms of Clause 7(e) (i) hereof, shall take the Chair at the General and Executive Committee Meetings and with the consent of the majority of members present shall close the same and sign all minutes of such Meetings. All other documents that may require to be signed by the Association, other than those specially provided for in this Constitution, shall be signed by the Presiding Officer and countersigned by the Executive Director.
- (j) At any General Meeting of the Association, and at any Meeting of the Executive Committee, any subject not upon the Agenda of the Meeting may with the approval of the majority of those present at such Meeting be brought forward for discussion and decision, provided that nothing herein contained shall operate so as to permit of a departure from the procedure laid down in the Constitution in connection with specific matters.

- (k) (i) If the Presiding Officer so requires all motions at a General Meeting shall be reduced to writing. No motion shall be considered unless seconded.
- (k) (ii) At any General Meeting should a ballot upon any motion be requested by at least one-tenth of those present in good standing, then the voting shall be by ballot and shall be governed by the provisions of Clause 10 of this Constitution.
- (l) No member shall be allowed to speak on any motion for longer than ten (10) minutes unless the majority of those present agree to a longer time.
- (m) All matters of procedure on which the Constitution is silent shall be decided on motion by a majority vote of the persons present in good standing at a General Meeting.
- (n) At every General Meeting the minutes of the immediately preceding Meeting shall be read by the Executive Director and signed by the Presiding Officer after confirmation. The minutes of the meetings of the Executive Committee shall be similarly dealt with by that body.
- (o) The proceedings of any Meeting shall not be invalidated by reason of the non-receipt by any member of the notice of the meeting.
- (p) (i) The Executive Committee shall meet from time to time as may be necessary on dates to be fixed by the Executive Director acting in consultation with the President, but not less than once every three months. A special Meeting of the Executive Committee shall be called by the Executive Director whenever he deems it is advisable or upon a request signed by not less than 75% (SEVENTY-FIVE PER CENTUM) of the members of the Committee.
- (p) (ii) Members of the Executive Committee shall be notified by the Executive Director in writing of the time and place of Meetings at least seven (7) days before the said Meeting, provided that shorter notice of at least forty-eight (48) hours may be given by the Executive Director acting in consultation with the President in respect of Special Meetings and provided also that if all the members of the Executive Committee are present at a meeting and agree to dispense with the required notice, the proceedings of the Meeting shall not be

invalidated by reason of short or no notice of the meeting, as the case may be, having been given.

- (iii) All matters for consideration by the Executive Committee shall be decided on motion duly seconded and voted upon by a show of hands, unless one-third of the members present at such Executive Committee Meeting request that a ballot shall be taken.

## **8. EXECUTIVE COMMITTEE**

- (a) Subject to the instructions of the Association in General Meeting the Management and control of the association and its affairs, financial and otherwise shall be entrusted to the Executive Committee, all of whom shall be members or duly accredited representatives of such members, except the Executive Director who shall be a member of the Executive Committee *ex officio*.
- (b) The Executive Committee shall consist of:-
  - (i) The President, Vice-President, Treasurer and
  - (ii) The Executive Director, who shall be an *ex officio* member thereof, and
  - (iii) Such other persons who shall be elected from nominees at a General Meeting of the Association provided that they shall not exceed twenty (20) in number and provided further that they shall hold office for 12 months but subject to the provisions of Section 8(e) of these presents.
- (c) Retiring members of the Executive Committee shall be eligible for re-election.
- (d) The Executive Committee shall be entitled to fill any vacancy that may occur in the Committee and such appointed member shall hold office until the holding of the next Annual General Meeting.
- (e) A member of the Executive Committee shall *ipso facto* vacate his seat under any one of the following circumstances:-
  - (i) On resignation, suspension or expulsion from membership of the Association of himself or the firm which he represents;

- (ii) on absenting himself without the permission of the Executive Committee from three (3) consecutive Meetings of the Committee;
  - (iii) on resignation provided that such resignation shall not take effect until one (1) month after the date on which such resignation is delivered to the Executive Director;
  - (iv) on the abandonment or other discontinuance of the business whom he represents;
  - (v) in the event of the member whom he represents cancelling his authority or advising the Executive Director of the appointment of a new representative of the said member. In such circumstances, the Executive Committee may, if it so agrees, co-opt any other representative of a member to serve on such Committee pending confirmation of such appointment at the next following General Meeting of the Association;
  - (vi) on any General Meeting by a 75% (SEVENTY-FIVE PER CENTUM) majority requesting such member to vacate office, provided, however, that no motion to this effect shall be considered unless seven (7) days' prior written notice of such motion shall have been given to the member of the Executive Committee concerned, and provided further that he shall be entitled to attend such meeting and to make representations on his own behalf personally only and to call witnesses in his support should he so desire.
- (f) The Executive Committee shall subject to the provisions of this Constitution have power:-
- (i) To invest any monies of the Association upon such security and upon such terms and conditions as it may from time to time decide and if deemed necessary to vary the terms and conditions of such investments or to realise the same;
  - (ii) to raise or borrow money and to acquire by purchase, exchange or otherwise, and to hold land, buildings, hereditaments of any tenure or description whatsoever, and/or property, both movable and immovable, and any estate or interest therein and any rights over or connected with lands, buildings, property, leases, grants or concessions of and over lands or other properties either absolutely or

conditionally, and to turn same to account in such manner as may seem expedient, and in particular by letting and leasing the same, and from time to time to dispose of, mortgage or otherwise encumber or in any other manner deal with any property, business, or assets so acquired, or any revenue or fruits accruing therefrom, provided that no immovable property shall be acquired:- or alienated, nor shall it be mortgaged, let or leased for a period of more than five years, unless at least 30 days written notice of the intention to do so has been given to each member of the Association by the Executive Director. If during this period not less than a third of the members demand in writing that a ballot be taken on the proposed action, such ballot shall be taken on the point;

- (iii) to secure the fulfillment of any contract, rights, engagements and/or obligations entered into by the Association;
- (iv) to appoint Attorneys, Accountants, Agents, Clerks or other employees for permanent, temporary or special services with such powers as may be deemed expedient and at their discretion to discharge, remove or suspend any of them; to invest such appointees with such powers as is necessary, to determine their duties and fix and vary salaries or emoluments and benefits as may be deemed necessary; to appoint an Executive Director and a Secretary on such terms and conditions as may be deemed fit;
- (v) to institute, conduct, defend, compound, compromise, abandon, or intervene in proceedings by or against the Association, its officials, its employees, or otherwise concerning the affairs of the Association; and also to appoint and allow time for payment in satisfaction of any debt due and of any claim or demand by or against Association;
- (vi) to refer any demand or claim by or against the Association to arbitration and to perform or enforce the award;
- (vii) to enter into all such negotiations and contracts as may be deemed necessary or advisable, to rescind or vary the terms and conditions of the same and execute and do all such acts, deeds and things in the name of and on behalf of the Association as considered expedient for or in relation to any of the matters herein contained or otherwise for

the purpose of the Association in accordance with the provisions of these presents;

- (viii) to indemnify any of the members, officials, officers, employees and servants of the Association against any claims or accounts for damages or any other matter or in respect of any matter performed on behalf of the Association and in the lawful compliance of any instructions given either expressly or indirectly by the Association, by its Committees or any other person to whom authority has been delegated;
- (ix) to ratify, adopt, confirm and enforce any agreements other than agreements in terms of the Labour Relations Act, or contracts of whatsoever nature and kind entered into between any body of members with another body, or any domestic or secondary agreements, contracts or arrangements approved by the Association;
- (x) to appoint from time to time Special Committees for the purpose of investigating and reporting on matters referred to them by the Executive Committee.
- (xi) to open and operate on a banking account in the name of the Association and to draw, accept, endorse, make and execute Bills of Exchange, Promissory Notes, Cheques, and other negotiable instruments on behalf of the Association. Such Bills of Exchange, Cheques and other negotiable instruments shall be signed by any two members of the Executive Committee, provided, however, that the Committee may by resolution authorise the Executive Director and/or the Secretary and/or any other employee to endorse cheques and other negotiable instruments for the credit of any Banking Account of the Association;
- (xii) to make such bye-laws and regulations as are not inconsistent with the provisions of this Constitution, the Labour Relations Act or any Law, which bye-laws and regulations shall be subject to confirmation at a General Meeting;
- (xiii) to do such things as in the opinion of the Executive Committee appear to be in the interest of the Association.

- (g) The Executive Committee shall arrange for the proper keeping of the books of the Association and for the annual audit of the accounts of the Association and the circulation to members of certified statements of Income and Expenditure and a Balance Sheet not less than once per year.
- (h) The Executive Committee shall arrange for the keeping of a Register of Members by the Executive Director in which shall be recorded every member's address, date of enrolment, amount of subscription and in the event of cessation of membership, resignation or expulsion the date thereof and a register of attendances at and of meetings.

## **9. QUORUM AND VOTING**

- a) One quarter of the members in good standing shall form a quorum at any General Meeting and one-half of the members of the Executive Committee shall form a quorum at any meeting of the Executive Committee.
- b) No member shall be entitled to vote at any meeting unless he is in good standing.

## **10. BALLOT**

- a) In addition to those cases in respect of which the taking of a ballot is compulsory in terms of this Constitution, a ballot of any question shall be taken if a General Meeting or the Executive Committee so decide, and shall also be taken:-
  - (i) if demanded in writing by not less than one third of the members of the Association in good standing, or
  - (ii) on any proposal to declare or take part in a lockout, or
  - (iii) if demanded at a General Meeting by a member in good standing with a seconder without notice required to be given.
- b) Ballots shall be conducted in the following manner:-
  - (i) Notice of a ballot shall be given to each member of the Association in writing by the Executive Director and/or Secretary, at least three days before the ballot is to be taken, provided that a ballot may be taken



there and ten without notice at any General Meeting when demanded under clause (a) (iii) above.

- (ii) Two scrutineers shall be appointed by the Executive Committee or a General Meeting to supervise any ballot and to ascertain the result thereof.
- (iii) Except in the case of postal ballots, ballots shall be conducted at such places, on such dates and during the hours as may be specified in the notice referred to in paragraph (i) of this Sub-clause.
- (iv) Ballot papers shall be provided by the Executive Director and/or Secretary. The issue to be voted upon shall be set forth clearly on the ballot papers except where a ballot is conducted in terms of Clause (a) (iii) in which instance the ballot papers shall contain the words "yes" and "no" with spaces for voting and such papers shall not contain any information by means of which it would be possible to identify the voters.
- (v) One ballot paper only shall be issued on demand at the place and during the hours fixed for the taking of the ballot, to each member who is entitled to vote.
- (vi) Each voter shall, in the presence of the scrutineers be issued with one ballot paper which he shall thereupon complete, fold and deposit in a container provided for the purpose.
- (vii) Ballot papers shall not be signed or marked in any way apart from the mark required to be made by a member in recording his vote. Papers bearing any other marks shall be regarded as spoilt and shall not be counted.
- (viii) On completion of the ballot or so soon thereafter as possible, the result thereof shall be ascertained by the scrutineers in the presence of the Executive Director and/or Secretary and made known through any one of these officials. In the case of elections the candidates up to the required number receiving the highest number of votes shall be declared elected. The number of votes in favour, against and abstentions shall be stated and shall correspond with the number of ballot papers issued according to the Register.

- (ix) Ballot boxes shall be inspected by the scrutineers and sealed by the Executive Director and/or Secretary in their presence prior to the issue of ballot papers.
  - (x) Ballot papers, including spoilt papers shall be placed in a sealed box again after they have been counted and shall be retained by the Secretary for not less than three(3) years.
- c) A General Meeting of the Executive Committee may decide that a postal ballot of members be taken in which event the ballot shall be conducted in the following manner:-
  - (i) The Executive Director or Secretary shall send by post to each member of the Association a ballot paper and a stamped and addressed envelope marked "Ballot". The ballot paper shall on completion be inserted in the envelope provided for the purpose and posted so as to reach the Secretary within 10 (ten) days from the date of despatch from the Association's office to such member. On receipt of such envelopes, the Secretary shall immediately place such envelopes in a sealed ballot box.
  - (ii) Two scrutineers shall be appointed by the Executive Committee to ascertain the result of the ballot. The ballot box shall be opened and the ballot papers counted by the scrutineers in the presence of the Executive Director and/or Secretary who shall immediately advise the Executive Committee of the result of the ballot.
  - (iii) The provisions of paragraphs (iv), (vii), (ix) and (x) of Sub-clause (b) shall *mutatis mutandis* apply in the case of a postal ballot.
- d) Except as provided for in Section 65 (2) (b) of the Labour Relations Act 1956, the Executive Committee shall be bound to take action according to the decision of a majority of the members voting by ballot.
- e) Subject to the safeguard contained in Section 65(4) of the Labour Relations Act, no ballot involving the declaration of or participation in a lockout shall be taken until the matter giving occasion therefor has been dealt with as provided for in Section 65 of the Labour Relations Act 1956.

## 11. OFFICERS

a) PRESIDENT

The President shall preside at all General and Executive Committee Meetings at which he is present and enforce the observance of the Constitution of the Association, sign Minutes of Meetings after confirmation and generally exercise supervision over the affairs of the Association and perform such other duties as by usage and custom pertain to the position. He shall have a deliberative vote and shall in the event of an equality of votes have a casting vote.

b) VICE-PRESIDENT

The Vice-President shall exercise the powers and perform the duties of the president in the absence of the latter.

c) TREASURER

The Treasurer shall receive and consider all financial reports and advise the Executive Committee and Association on all financial matters.

d) EXECUTIVE DIRECTOR

(i) An Executive Director of the Association shall be appointed by the Executive Committee at any of its Meetings who shall hold office until he resigns or is discharged. He may resign on giving six (6) months notice in writing to the Executive Committee and his services may be terminated by the Committee after a like period of notice has been given to him provided that he may be summarily discharged by the Committee for serious neglect of duty or misconduct.

(ii) The Executive Director shall perform such duties as may be required of him by virtue of this Constitution and such other duties as the Executive Committee or a General Meeting may direct. He shall attend all Meetings of the Executive Committee and all General Meetings and shall have the right to participate in deliberations, but shall have no vote.

e) SECRETARY

(i) A Secretary shall be appointed by the Executive Committee at any of its meetings, who shall hold office until he resigns or is discharged. He may resign on giving one (1) month's notice in writing to the

Executive committee and his services may be terminated by the Committee after like period of notice has been given to him provided that he may be summarily discharged by the Committee for serious neglect of duty or misconduct.

- (ii) The Secretary shall receive requisitions for Meetings; issue notices of Meetings; conduct all correspondence of the Association, keeping originals of letters received and copies of those dispatched, and at each meeting of the Executive Committee read the correspondence which has taken place since the previous Meeting; attend all Meetings and record Minutes of the proceedings; collect entrance fees, subscriptions, fines and levies; issue official receipts for moneys received; bank all moneys within 7 days of receipt; submit reports in regard to the financial position of the Association to the Executive Committee not less than once every three months; and perform such other duties as the Executive Committee or a General Meeting may direct. He shall attend all Meetings of the Executive Committee and all General Meetings but shall have no voting power.
- (iii) In addition to the duties laid down in Sub-paragraph (ii) the Secretary shall perform the duties imposed on him by Section 11 of the Labour Relations Act 1956, relating to the retention of records and the supply of information to the Industrial Registrar.
- (iv) He shall also take the necessary steps to ensure that the requirements of Section (8) 5 of the said Act relating to the maintenance of a Register of members, the keeping of proper books of account, the auditing of such books and the preparation of a Balance Sheet and a State of Income and Expenditure and the submission or making available thereof to members, are complied with.

f) **ACTING PRESIDENT**

In the event of the President and the Vice-President being unable temporarily or permanently to perform their duties the Executive Committee shall appoint a member of the Association to act as President or Vice-President is able to assume duties or until the next election as the case may be.

## **12. FINANCIAL YEAR**

The Financial Year of the Association shall commence on the 1<sup>st</sup> July and terminate on the 30<sup>th</sup> June in the following year.

## **13. FINANCE**

- a) All amounts due to or collected on behalf of the Association shall be paid to the Secretary who shall deposit them in such Bank as may be decided upon by the Executive Committee.
- b) The Funds of the Association shall be applied to the payment of expenses and the acquisition of property and the objects specified in this Constitution or for such other purposes as may be decided upon by a General Meeting but may not be applied to the furtherance of any political party nor for the assistance of candidates to Parliament, a Provincial Council or a Local Authority.
- c) Payments other than those required for ordinary administrative expenses shall require the prior approval of the Executive Committee and shall be made by cheque signed by the duly appointed signatories as specified in Clause 8 (f) (xii) hereof except when the amount in question is less than R200,00 (Two hundred Rand) when payment may be made from petty cash.
- d) Funds required for a petty cash account, which shall be kept in such form as the Executive Committee may determine, shall be provided by the drawing of cheques in the manner specified herein.
- e) A Balance Sheet and Statement of Income and Expenditure in respect of each financial year of the Association shall be audited by a Public Accountant appointed by the Executive Committee and copies of the audited Balance Sheet and Statement of Income and Expenditure for each year and of the auditor's report thereon shall be circulated to members prior to the Annual General Meeting.

## **14. AUDIT**

- a) The Executive Committee shall appoint a Public Accountant to audit the accounts of the Association at least once a year.
- b) No Executive Director, Secretary or other officer or member of the Association shall be capable of being auditor to the Association.
- c) The Executive Committee may fill any casual vacancy in the office of auditor.
- d) The auditor's remuneration shall be fixed by the Executive Committee.
- e) The auditor shall *mutatis mutandis* have the powers conferred on auditors under the Companies Act of 1926 or any amendment thereof.
- f) A Balance Sheet and Statement of Income and Expenditure shall be made available to members in good standing on demand at the office of the Association together with any reports by the auditor thereon.

**15. REPRESENTATIONS ON INDUSTRIAL COUNCILS  
OR CONCILIATION BOARDS**

- a) A General Meeting may at any time decide that the Association shall become party to an Industrial Council or apply for a Conciliation Board in terms of the Labour Relations Act and may elect on the recommendation of the Executive Committee the representatives to be appointed by the Association to such body.
- b) Candidates for election as representatives on such Council shall be voted upon by the Meeting.
- c) Representatives on an Industrial Council may be removed from office by resolution of a General Meeting and may resign on giving four (4) weeks written notice to the Executive Committee or such notice as may be prescribed in the Constitution of the Industrial Council.
- d) In the event of the resignation or death of a representative or his removal by a General Meeting the vacancy shall be filled by the Executive Committee pending the next General Meeting.
- e) Elected representatives of the Association on such Board or Council shall serve in that capacity and shall carry out the instructions of the Association on all matters pertaining to the appointment. Any Industrial Agreements

negotiated by representatives shall be subject to ratification and adoption by a General Meeting of the Association.

## **16. CESSATION OF MEMBERSHIP**

- a) Membership of the Association by a limited liability company shall come to an end in the event of any alteration in the directorate of such company which results in more than one-half the persons who were Directors of such company at the time when the membership commenced, being no longer Directors thereof.
- b) Membership of the Association by a partnership shall come to an end in the event of any change in the personnel constituting such partnership.
- c) Membership of the Association by a close corporation shall come to an end in the event of any change in the membership constituting such close corporation.
- d) Any member who ceased to be a manufacturer and as such ceases to be an employer of employees engaged in the manufacture of furniture and/or bedding and/or upholstery shall cease to be a member.
- e) The Company or Partnership or Close Corporation whose membership has ceased in terms of the provisions hereof shall be entitled to re-apply for membership as provided for in this Constitution, and in the event of such Partnership or Company or Close Corporation being re-admitted to membership, such membership shall be deemed to have been continuous and the Company or Partnership or Close Corporation concerned shall not be required to pay an entrance fee for such re-admission nor any subscriptions in respect of any period for which subscriptions had been paid and which expired after the date of termination of membership in terms of this Clause.

## **17. RESIGNATIONS**

- a) No resignation from membership shall be accepted of which one calendar month's notice has not been received. Any member resigning subsequent to the date on which his subscription for any particular period becomes due

and payable in terms of this Constitution shall nevertheless be liable for payment of the subscription fee for that period provided further that no resignation shall take effect until all monies due to the Association by the member concerned have been paid.

- b) A member who resigns or is expelled from membership shall have no claim on the funds of the Association.

## **18. DISCIPLINARY MEASURES**

- a) Any complaint concerning an alleged breach of the observance or contravention by a member of this Constitution or of any authority, regulations, resolutions (either of the Association or the Executive Committee) and/or Agreement may be enquired into and investigated by the Executive Committee who shall have power to call before it and examine any member and/or any other person who may submit to such examination. Any member when required in writing by the auditor or auditors to do so shall produce to the auditor all such books of accounts, vouchers, invoices, and documents as may be called for, or may supply the information required by the Association through his own auditor. The Executive Committee after hearing the parties and after considering the report of the auditor shall give such decision as appears to it to be just and equitable and may impose such fine as it shall deem warranted. For any such purpose the decision of the majority of the Executive Committee shall be deemed to be the decision of the Executive Committee. Any member, however, who shall be interested or concerned in any complaint made against any other member shall not be entitled to take part in the deliberations of the Executive Committee considering such complaint or to vote in respect of any finding of such Committee. In case of too large a number of recusals (i.e. four (4) members or more) the remaining members of the Committee eligible to hear a complaint may co-opt members to the Committee for the purposes of hearing such complaint.
- b) The Executive Committee shall not, however, for a first offence impose a larger fine than the payment of the sum of R25,00 (Twenty-five rand) and at no time shall the fine imposed for any subsequent offence require the



payment of a fine larger than R210,00 (Two hundred and ten rand) and the Executive Committee shall in addition thereto be entitled to suspend or expel from the Association any member so fined notwithstanding any provision to the contrary herein contained.

- c) Any member upon whom any fine or penalty shall have been imposed by the Executive Committee acting in accordance with its Constitution shall have the right to appeal against such decision provided that:-
  - (i) written notice signed by the member concerned stating succinctly the grounds on which his appeal is based shall be delivered to the Secretary of the Association not later than seven (7) days after the Executive Committee has given its finding on the matter in respect of which the appeal is brought;
  - (ii) any such appeal shall lie to a Special General Meeting of the Association called for that purpose and at such Meeting the member concerned shall have the right to restate his case;
  - (iii) any decision taken by the Executive Committee in terms of this Clause shall when an appeal has been lodged be subject to ratification or otherwise by a Special General Meeting called;
  - (iv) the decision of such Special General Meeting shall be final and binding on the Association and upon the member concerned and shall not be subject to any further review or appeal in any manner whatsoever, shall the Association or the Executive Committee be obliged to give any reasons whatsoever for its decision.
  
- d) The Executive Committee may strike off the list of members any member who in the opinion of the Committee:-
  - (i) shall have acted wrongfully in contravention of the Constitution and/or the regulations of this Association;
  - (ii) by his conduct has rendered himself unfit without limiting the generality of this clause, to remain a member of the Association either by his general conduct, his conduct towards the Association, or towards his fellow members.
  - (iii) has after a lapse of thirty (30) days after receiving a written demand failed to make payment of any subscription and/or fine owing to the Association;

- (iv) has failed to comply strictly with all contracts and/or agreements approved of and ratified by the Association and applying to such member;
- (v) has become insolvent or surrendered his estate as insolvent for the benefit of his creditors. Such right to expel shall be available to the Executive Committee irrespective of the earlier sub-paragraphs of this Clause with regard to fines that may be imposed.
- e) Upon expulsion no member shall be entitled to any benefits of his membership and shall not be entitled to a refund of any subscriptions paid by him in advance or any portion thereof.
- f) Any member to whom any of the disciplinary measures herein contained have been applied by the Executive Committee shall have available the right of appeal to a Special General Meeting as set out in paragraph (c) of this Clause.
- g) Upon expulsion of a member all monies due to the Association by such member shall become payable and if payment thereof is not made within seven (7) days the Executive Committee may take such steps as it may deem necessary to secure a settlement.
- h) A member shall cease to be entitled to any of the benefits of membership including the right to vote, and shall be deemed to be out of good standing:-
  - (i) if the subscriptions or other charges due by him to the Association are more than three (3) months in arrear;
  - (ii) During any period while he is under suspension in terms of this Constitution.
- i) In the event of the subscriptions or other charges due to the Association being three (3) months in arrear he shall continue to be subject to the disabilities imposed by sub-paragraph (i) above until all arrears have been paid.

## **19. EXECUTION OF DOCUMENTS**

All powers of attorney, deeds and other formal documents shall be executed in the name of the Association and under authority of a resolution of the Executive Committee.

## **20. NOTICES**

Every member shall register with the Secretary his address and a notice may be served upon any member at such address either personally or by sending it through the post addressed to such member at such registered address and all such notices shall be presumed to have been received seven (7) days after dispatch.

## **21. AMENDMENTS**

- a) Any of the provisions of this Constitution may be amended or added to in any manner by resolution carried by a majority of not less than two-thirds of the members present at a General Meeting of the Association provided that at least fourteen (14) days' notice of such proposal amendment or addition shall have been given to the members.
- b) No addition or amendment to this Constitution shall have any force or effect until approved in terms of the Labour Relations Act.

## **22. MISCELLANEOUS**

- a) The office of the Association shall be in such building in Johannesburg as the Association may from time to time decide.
- b) All expenses and liabilities incurred by any member whilst acting in respect of the affairs of the Association within the scope of his express authority shall be borne by the Association, subject to confirmation by the Executive Committee.

### 23. DISSOLUTION AND WINDING-UP

- a) The Association shall be wound up if at a ballot conducted in the manner prescribed in the Constitution not less than three-fourths of the total number of members of the Association in good standing vote in favour of a resolution that the Association be so wound up or subject to the provisions of Section 12 (1) and 13 of the Labour Relations Act, if for any reason the Association is unable to continue to function.
- b) If a resolution for the winding-up of the Association has been passed as provided for above or if for any reason the Association is unable to function but subject to the provisions of Section 12 (1) and 13 of the Labour Relations Act, the following provisions shall apply:-
  - (i) The last appointed President of the Association or if he is no longer available, the available members of the last Executive Committee of the Association, shall furnish to the Industrial Registrar appointed in terms of the Labour Relations Act a statement signed by him or them setting forth the resolution adopted or the reasons for the Association's inability to continue to function, as the case may be, and the available members of the Association's last appointed Executive Committee shall appoint a liquidator to carry out the winding-up. The said liquidator shall not be a member of the Association and shall be paid such fees as may be agreed upon between him and the said members of the Association's last Executive Committee. Should the parties fail to agree upon the fees to be paid, the Registrar shall fix the fees which the liquidator shall be paid.
  - (ii) The Liquidator so appointed shall call upon the last appointed President and/or Executive Director and/or Secretary of the Association to deliver to him the Association's books of account showing the Association's assets and liabilities together with a register of members showing for the 12 (twelve) months prior to the date on which the resolution for winding-up is passed, or the date from which the Association was unable to continue to function, as the case may be (hereinafter referred to as "the date of dissolution"), the

subscriptions paid by each member and his address as at the said date. The Liquidator shall also call upon the said President and/or Executive Director and/or Secretary to hand over to him all the unexpended funds of the Association and to deliver to him all the Association's assets and the documents necessary to liquidate the assets.

- (iii) The Liquidator shall take the necessary steps to liquidate the debts of the Association from its unexpended funds and any other monies realised from any other assets of the Association and if the funds and monies are insufficient to pay all creditors after the Liquidator's Fees and the expenses of winding-up have been met, the order in which creditors shall be paid shall subject to the provisions of sub-paragraph (v) hereof be the same as that prescribed under any law for the time being in force relating to the distribution of assets of an insolvent estate, and the Liquidator's fees and expenses of winding-up shall rank in order of preference as though he were a liquidator of an insolvent estate and as though the expenses were the costs of sequestrating an insolvent estate.
- (iv) After the payment of all debts in accordance with sub-paragraph (iii) hereof the remaining funds shall be distributed by the Liquidator of the Association to members who were in good standing as at the date of dissolution and each member shall be awarded a share in proportion to the subscriptions actually paid by him in respect of the twelve months immediately preceding the said date.
- (v) The liability of members for the purposes of this Clause shall be limited to the amount of the subscriptions due by them to the Association in terms of this Constitution as at the date of dissolution.