

SAIA REGIONS

➤ **CIfA a region of SAIA**

**CONSTITUTION
1 JULY 2015**

**BY-LAWS
29 OCTOBER 2015**



**THE CAPE
INSTITUTE FOR
ARCHITECTURE**

CIfA a region of SAIA
(The South African Institute of Architects)

CONSTITUTION 2015

All words underlined are **region** specific

FOREWORD

ClfA is a region of SAIA (The South African Institute of Architects.) It is the natural successor of the Cape Institute of Architects (originally founded 1899)

CONSTITUTION

1 THE REGION

- 1.1 The name of the organisation is: ClfA, a region of SAIA (The South African Institute of Architects), herein referred to as the **region**.
- 1.2 The **region** is a voluntary association with *inter alia* perpetual succession, the power to sue and be sued in its corporate name and to engage through the management **committee** in all such business transactions and take all such actions as may be required for the proper performance of its functions generally and in carrying out its objectives and duties in terms of this constitution.
- 1.3 The domain of this **region** shall be the territory which is known as the Western Cape Province of South Africa.
- 1.4 The **region** shall establish a management committee to manage and control its affairs.

2 DEFINITIONS

In this constitution unless the context indicates otherwise:

- 2.1 “**act**” means the Architectural Professions Act No 2000 (Act 44 of 2000) and any amendments thereto;
- 2.2 “**assigned members**” means the members of this region which were assigned to it by the South African Institute of Architects, and the term "assigned" will be construed accordingly;
- 2.3 “**board**” means the board established by the South African Institute of Architects;
- 2.4 “**by-laws**” means the by-laws of the region including all modifications, alterations and additions thereto;
- 2.5 “**chapter**” means a sub-group of members of the region recognised as such in the by-laws.
- 2.6 “**chief executive officer**” means the person appointed by the board of the South African Institute of Architects to administer the day to day business of the institute;
- 2.7 “**committee**” means the management committee established in terms of clause 7;
- 2.8 “**council**” means the South African Council for the Architectural Profession (SACAP);
- 2.9 “**executive officer**” means the person appointed to administer the day to day business of the region under the direction of the committee;
- 2.10 “**Income Tax Act**” means the Income Tax Act, 58 of 1962, as amended or replaced from time to time;
- 2.11 “**institute**” means the South African Institute of Architects;

- 2.12 “**member**” means any person who is a member of the **region** by virtue of the provisions of clauses 6;
- 2.13 “**president**” means the president of the region elected in terms of clause 7.3.1;
- 2.14 “**region**” means the ClfA, a region of SAIA (The South African Institute of Architects.)

3 OBJECTS

- 3.1 The objects of this **region** are to promote and forward the objects and mission of The South African Institute of Architects within the assigned territory of this **region**, being the territory described in clause 1.3, with the co-operation of and co-operating with the other regions of the **institute**. The objects of the **institute** are to organise and unite in fellowship the architects of South Africa, to promote the interests of members and to promote and maintain:
- 3.1.1 the dignity of the profession of architecture, high standards of conduct, professional competence and integrity;
- 3.1.2 the art, science, research and practice of architecture;
- 3.1.3 opportunities for the interchange and recording of knowledge and experience of architecture;
- 3.1.4 the architectural environment and cultural heritage;
- 3.1.5 interaction with other members of the building industry and the profession of architecture to enhance living; and
- 3.1.6 the interests of society in matters concerned with architecture in relation to the environment and a sustainable future.
- 3.2 The **region** may establish other goals, consistent with the objects of the **institute**, to guide and further its activities and programs within its territory.
- 3.3 In exercising the stated objects, such steps as may be deemed necessary shall be taken to further these objects, and substantially the whole of the activities of the institute shall be directed to the furtherance of such objects and shall not be directed for the specific benefit of a **member** or minority group.

4 INCOME TAX ACT

- 4.1 Following the approval of this constitution by the members, the **committee** shall submit this constitution to the Commissioner of the South African Revenue Services for approval in terms of section 30B of the Income Tax Act.
- 4.2 The **region** shall comply with all the reporting requirements as may be determined by the Commissioner of the South African Revenue Services from time to time.
- 4.3 The **region** is not knowingly and will not knowingly become a party to, and does not knowingly and will not knowingly permit itself to be used as part of, an impermissible avoidance arrangement contemplated in Part IIA of Chapter III of the Income Tax Act, or a transaction, operation or scheme contemplated in section 103 (5) of the Income Tax Act.

5. PROPERTY ASSETS AND LIABILITY

- 5.1 The income, profit and property of the **region** from whatsoever source derived, shall be applied solely towards the promotion of the objects of the **region** as set forth herein, and no part thereof shall be paid, distributed or transferred directly or indirectly by way of dividend or bonus or otherwise, or by way of profit to persons who are **members** of the

region or other than for the purpose of or in the course of furthering the objectives of the **region**. Provided that nothing herein shall prevent the payment in good faith of remuneration to any employees of the **region** or any person in return for services actually rendered. Provided further that such remuneration to employees and any other remuneration payable to any other person shall not be excessive having regard to what is generally considered reasonable in the sector and in relation to the service which is rendered.

- 5.2** Substantially the whole of the **region's** funding shall be derived from its annual or other long-term **members** or from an appropriation by the government of the Republic in the national, provincial or local sphere.
- 5.3** The liability of a **member** is limited to the amount of the subscriptions, levies or other debts owed by such **member** to the **region**.
- 5.4** No **member** shall have any direct or indirect personal or private interest of any nature whatsoever in the **region**, its funds or its property.
- 5.5** This **region** shall not have any title to, nor interest in, any property of the **institute** nor be liable for any debt or other pecuniary obligation of the **institute**. The **institute** shall not have any title to, nor interest in, the property of this **region** unless the **board** and the **region** agree otherwise in writing, and the **institute** shall not be liable for any debt or other obligation of this **region**. The **institute** and this **region** are not agents for each other unless they so agree in writing.
- 5.6** No act of this **region** shall directly or indirectly nullify or contravene any act or policy of the **institute**.
- 5.7** The **region** shall not be entitled to have a share or any interest in any business, profession or occupation which is carried on by any **member** with the exception of business affiliates defined in clause 6.1.2.6 in which individual **members** do not have a direct or indirect share or interest.

6. MEMBERSHIP

6.1 Membership classes:

- 6.1.1** Voting Membership: Voting membership of the **region** shall be comprised as follows:
- 6.1.1.1** Assigned architect **member**: An architect **member** of the **institute** who has been assigned to the **region**;
- 6.1.1.2** Non-assigned architect **member**: An architect **member** of the **institute** and who is an **assigned** member of another region, subject to clause 6.2.8;
- 6.1.1.3** Life member: an architect **member** on whom the honour of life membership has been conferred by the **committee** in its own discretion;
- 6.1.2** Non-voting Membership: The **region** may include the following classes of members not entitled to vote:
- 6.1.2.1** Honorary **member**: a person who is not eligible to be registered as a professional architect in South Africa but who is a person of distinction whom the **region** so elects;
- 6.1.2.2** Retired **member**: a **member** who has ceased being registered as a professional and who is no longer engaged in the profession of architecture nor has a financial participation in an architectural practice in South Africa and who has applied in writing to be transferred to this class of membership;
- 6.1.2.3** Candidate **member**: a person who, having passed the examination recognised by the **council**, is engaged in completing such further requirements as may lead to voting membership and who is a candidate member of the **institute**;

- 6.1.2.4** Affiliate **member**: a person who has registered with the **council** in a category other than that of a professional architect, or with a closely allied professional council;
- 6.1.2.5** Student affiliate **member**: a person who is registered as a student at an architectural learning site or who is engaged in compulsory pre-qualification practical training.
- 6.1.2.6** Business affiliate: a business operating in the built environment recognised by the **committee** at its own discretion. Affiliation fees, rights and obligations will be determined on application for membership by the **committee**.
- 6.1.3** Such other classes of membership as the **committee** may from time to time decide.
- 6.1.4** Professional architects shall not be **members** of the **region** unless they are members of the **institute**.
- 6.1.5** Notwithstanding the classification in clause 6.1.2 of non-voting members, voting rights on regional specific issues only for these categories of members may be described in the by-laws, subject to clause 5.6 and provided that such rights are not in conflict with the constitution and objects of the **region** or the **institute**.
- 6.2** **Rights and Duties:**
- Every **member** in good standing shall be entitled to:
- 6.2.1** Attend any general meeting of the region or by invitation any meeting of the **committee** after having previously notified the **executive officer** in writing: Provided that the **committee** may at its discretion waive the notification requirement;
- 6.2.2** Have access to information to which such **member** is reasonably entitled;
- 6.2.3** Receive, at the discretion of the **committee**, such assistance in any matter as may be rendered in terms of this constitution;
- 6.2.4** Attend the annual general meeting and special members meetings;
- 6.2.5** Have their names published in any membership listing of the **region**.
- Every **member** shall:
- 6.2.6** In the case of architect **members**, maintain membership in the **institute**.
- 6.2.7** Respect and uphold the provisions of the **code of ethics** of the **institute** which is the code of ethics of this **region**.
- 6.2.8** Every architect **member** shall be eligible to hold any office in the **region**. Only assigned architect **members** shall be eligible to be a member of the **board** of the **institute**.
- 6.2.9** Every affiliate **member** shall be eligible to serve on the **committee** as a co-opted member and on sub committees or working groups of the **region**.
- 6.2.10** To be in good standing in the **region**, **members** must have paid all dues and other obligations due to the **region** and, where applicable, the **institute**. An individual under suspension for violation of the **code of ethics** is not in good standing.
- 6.3** **Letters of Designation**
- Members** in good standing may print and otherwise use the following designations:
- 6.3.1** Architect **members**:
the initials "SAIA" as a suffix to their names, and
the titles "Member of The South African Institute of Architects" and "Member of CIfA, a region SAIA;
- 6.3.2** Life members:
the titles "Life Member of CIfA, a region of SAIA";

- 6.3.3** Honorary members:
the title “Honorary Member of ClfA, a region of SAIA;
- 6.3.4** Retired members:
the title “Retired Member of ClfA, a region of SAIA;
- 6.3.5** Candidate members:
the titles: “Candidate Member of the South African Institute of Architects” and “Candidate Member of ClfA, a region of SAIA;
- 6.3.6** Affiliate members:
the titles: “Affiliate Member of ClfA, a region of SAIA;
- 6.3.7** Business affiliate
the title: A Business Affiliate of ClfA a region of SAIA;
- 6.4 Application for Membership**
- 6.4.1** In the case of architect **members** and candidate architect **members**, application for membership of the **institute** shall be made on the prescribed form by the applicant to a **region** or directly to the **institute** in accordance with the procedures prescribed in the **by-laws**. The **institute** shall **assign** the new member to the **region** and notify the **region** accordingly.
- 6.4.1** In the case of affiliate **members**, application for affiliation with the **region** shall be made on the prescribed form by the applicant to a **region** in accordance with the procedures prescribed in the **by-laws**.
- 6.4.2** The names of **members** shall be recorded in a register.
- 6.4.3** A certificate of membership, which shall remain the property of the **region** and shall be surrendered on demand, shall be issued to the **member**.
- 6.5 Membership fees and dues**
- 6.5.1** The **committee** shall annually determine the fees, subscriptions and levies payable to the **region** by all categories of **members** which shall be due on such date or dates as shall from time to time be fixed by the **committee**: Provided that certain **members** as defined in the **by-laws** shall be exempt from such payments.
- 6.5.1** Fees will be collected in accordance with the procedures prescribed in the **by-laws** and, in the case of assigned architect **members** and candidate **members**, as agreed between the **institute** and the **region**.
- 6.5.2** Upon acceptance as a **member** of the **region** such **member** shall become liable for the prescribed annual subscription.
- 6.5.3** If an applicant is accepted as a **member** after the commencement of the financial year, such **member** shall be liable for only a portion of the annual subscription based on the period of membership in the year calculated from the first day of the month in which the member is accepted.
- 6.5.4** Subject to clause 6.5.7 a **member** whose annual subscription has not been paid within 60 days of the due date or within such further period as may in particular cases be allowed, shall forfeit membership. The monies due by a **member** so removed shall nevertheless remain a debt due to the **region**.
- 6.5.5** No refund of any subscription, levy or part thereof shall be made to any person ceasing to be a **member** and such person shall in any event remain liable to the **region** for any subscription, levies, fines or other debts or obligations due to the **region**.
- 6.5.6** The **committee** may in its own discretion waive, reduce or remit any fee, subscription or levy payable to the **region**: Provided that nothing herein contained shall prevent the **committee** from reinstating any fee, subscription or levy payable to the **region** should

the **committee**, in its own discretion, so decide.

6.5.7 In the event that the **region** severs its ties with the **institute**, any fees, subscriptions or levies due to the **institute** for the financial year during which withdrawal takes place, shall be paid to the **institute** when collected.

6.6 Liability for Outstanding Fees and Subscriptions

6.6.1 In addition to the requirements of clause 6.5.5 and notwithstanding any arrangement that may be agreed from time to time as between the **institute** and the **region**, a member shall forfeit membership for failure to pay the prescribed annual subscription.

6.6.2 An architect or candidate architect **member** who forfeits, cancels or is refused membership, or otherwise ceases for any reason whatsoever to be a member of the **institute** for whatever reason, shall forthwith cease to be a **member** of the **region**.

6.7 Termination of Membership

6.7.1 A **member** shall cease to be a **member**:

6.7.1.1 Upon receipt by the **committee** of written notification of resignation from membership;

6.7.1.2 Upon receipt by the **committee** of written notification of the **member's** resignation from membership of the **institute**;

6.7.1.3 Upon expulsion from membership in terms of this constitution or the constitution of the **institute**;

6.7.1.4 Upon cancellation of his registration as professional architect or candidate architect;

6.7.1.5 Upon the death of the **member**;

6.7.2 The **region** shall, within 30 days, inform the **institute** of the termination.

6.8 Re-admission

6.8.1 No person who has been a member of the **region** and ceased to be such shall be eligible for re-admission to membership until all arrears of any fees, subscription or levy due to the **region** and **institute** at the date of cessation of membership together with any legal expenses which may have been incurred in respect of the collection of such arrears, have been paid.

6.8.2 The provisions of clause 6.4.1 above shall apply *mutatis mutandis*, where applicable, to re-admission to membership of the **region**.

7 THE COMMITTEE AND OFFICE BEARERS

7.1 The committee shall at all times have at least 3 (three) **committee** members who are not connected persons in relation to each other, to accept the fiduciary responsibility of the **region**, and no single person shall directly or indirectly control the decision making powers relating to the **region**. For purposes of this constitution "connected person" has the meaning ascribed to that term in section 1 of the Income Tax Act. The **committee** shall, subject to the aforementioned requirements, comprise of:

7.1.1 At least four members elected out of and by architect and life **members** of the **region** in the manner prescribed in the **by-laws**.

7.1.2 Additional members co-opted at the discretion of the **committee**.

7.2 Subject to the provision of clause 7.3, every member of the **committee** shall hold office for a period of two years: Provided that the prescribed period may, by a majority vote of the **region**, be extended for a further period not exceeding twelve months. **Committee** members are eligible for re-election.

7.3 Election of office bearers

7.3.1 At the first meeting which shall be held within thirty days of the election of each newly constituted **committee**, the **committee** shall elect the following office bearers who shall hold office for two years or for such period as the **committee** may determine, as described in the **by-laws**:

7.3.1.1 A president and one or more vice-president/s;

7.3.1.2 A secretary and treasurer.

7.3.1.3 Conveners of subcommittees and working groups as decided upon by the committee from time to time.

7.4 Cessation of Membership of the Committee

7.4.1 A member of the **committee** shall cease to hold office:

7.4.1.1 On resignation in writing;

7.4.1.2 On cessation of voting membership;

7.4.1.3 If the member becomes subject to any of the disqualifications set out under clause 6.7.1;

7.4.1.4 If a member ceases to be a member of the **institute**;

7.4.1.5 If absent from three consecutive meetings without apology;

7.4.1.6 If having been co-opted in terms of clause 7.1.2, the **committee** at its sole discretion withdraws co-option.

7.4.2 In the event of a vacancy occurring on the **committee** such vacancy shall be filled by the committee.

7.5 Powers and duties of the Committee

7.5.1 The **committee** shall manage and direct the affairs of the **region**, take such steps as may be deemed necessary to achieve its objects and shall administer its funds and property, fixed or otherwise, on behalf of the **region** for purposes of achieving the **region's** objects, and shall, unless otherwise determined by the **committee**:

7.5.1.1 Arrange that all deeds and documents and all financial instruments drawn on behalf of the **region** shall be signed by any two of a number of persons designated by the **committee**;

7.5.1.2 Keep proper account of all monies received and expended and of all assets and liabilities of the **region**;

7.5.1.3 Arrange to have the books and accounts audited annually by the auditors appointed by the **committee** to the extent instructed by it.

7.5.2 The **committee** may appoint committees consisting of members of the **committee** and/or architect or life members and/or affiliate members and/or representatives of other bodies and/or other persons approved by the **committee**, with such powers as it may prescribe, at its discretion or as prescribed in the **by-laws**.

7.5.3 The **committee** shall cause minutes to be kept of all its meetings and of its committees.

7.5.4 The **committee** shall appoint an **assigned architect member** to represent the region on the **board**;

7.5.5 The **committee** may:

7.5.5.1 Appoint representatives to act on its behalf for such purposes and subject to such powers as it may decide;

7.5.5.2 Affiliate with other regional bodies which have objects and a code of professional conduct

similar to that of the **region**;

- 7.5.5.3** Make, amend or rescind **by-laws** for the purpose of regulating matters connected with the **committee** provided that such **by-laws** shall not be inconsistent with this constitution or the constitution of the **institute**;
- 7.5.5.4** Hold a referendum of **members** on any matter concerning the profession;
- 7.5.5.5** Provide for the appointment of duties of officers of the **committee**;
- 7.5.5.6** Appoint a disciplinary committee and prescribe the mode of enquiry into the method of dealing with unprofessional, improper or unethical conduct on the part of any member and the sanctions to be imposed in respect of such conduct: Provided that in the case of a **member** registered in terms of the **act**, any complaint shall be referred to the **council** if the alleged conduct may constitute a contravention of any of the provisions of the **act** or regulations framed there under.
- 7.5.5.7** Take such other action and do such other things as may be required for the proper performance of its functions and duties in terms of this constitution.
- 7.6** **General Meetings:**
- 7.6.1** The **committee** shall hold an annual general meeting of **members** at such time and place as it may determine, giving no less than 4(four) weeks' notice thereof to its **members**.
- 7.6.2** A special general meeting of members may in cases of urgency be called by order of the **committee** upon no less than 14(fourteen) days written notice or within 21(twenty-one) days upon receipt by the **executive officer** of a written request, stating the objects of the proposed meeting, signed by not less than 20(twenty) percent of the members of the **region** entitled to vote.
- 7.7** **Meetings of the Committee:**
- 7.7.1** The **committee** shall hold a meeting at least every two months at such time and place as it may determine and failing any determination by the **committee**: Provided that the purposes of such meeting are fully set out.
- 7.7.2** A special meeting of the **committee** may in cases of urgency be called by order of the chairperson or at least 3(three) members of the **committee**: Provided that the purpose of such meeting is fully set out.

8 RELATIONSHIP BETWEEN THE REGION AND THE INSTITUTE

- 8.1** The relationship between the **institute** and its **regions** is governed by the principle that national issues are dealt with by the **institute** and regional issues by the **regions**.
- 8.2** The **institute** shall refer provincial and local matters to **regions**. National matters will be dealt with by the **institute**. Notwithstanding, **regions** may request intervention at regional level from the **institute** and the **institute** may request a **region** to represent its interests at national level.
- 8.3** The name of the **region** shall include the abbreviation "SAIA" and phrase "A Region of the South African Institute of Architects" either as a prefix or suffix.
- 8.4** Where another **region** exists within this province of South Africa, the **region** shall endeavour to co-ordinate interaction and representation at local and provincial levels and further common interests.
- 8.5** The **region** shall maintain a constitution consistent with the **constitution** of the **institute**.
- 8.6** Should the committee fail to hold an annual election of officers, or otherwise grossly neglect its prescribed functions, the president of the **institute** may, after calling the

attention of the **committee** to the delinquency, notify each **member** of the **region** and invite a reorganisation of the **region**.

- 8.7** The **institute** may withdraw or suspend recognition of the **region** by a two-thirds majority vote of the **board**, whereupon the **region** shall cease to be a **region** of the **institute**, but such withdrawal shall not be made until and unless the **region** has been offered an opportunity to be heard in the matter.
- 8.8** Similarly, the **region** may withdraw from the **institute** by a two-thirds vote of the assigned **members** of the **region** in attendance at a properly constituted meeting, provided that the resolution to withdraw shall provide that the effective date of withdrawal shall be on the last day of the financial year in which the resolution is passed.
- 8.9** The **region** shall be entitled to recognise **chapters** within this region. The relationship between **chapter** and **region** is prescribed in the **by-laws**.

9 AMENDMENTS TO THE CONSTITUTION

- 9.1** All proposals for the amendment of this constitution shall be addressed in writing to the **executive officer** of the **region**.
- 9.2** An amendment shall be proposed by a member of the **committee** or alternatively by an **assigned** architect or life **member**, supported by not less than 10 (ten) voting **members**.
- 9.3** The proposed amendment shall be submitted by the **committee** to the **institute** to verify that such amendment remains compatible with the constitution of the **institute**. Compatibility will be considered and determined by the **board**.
- 9.4** If compatible with the constitution of the **institute** and after being notified of this by the **chief executive officer**, the proposed amendment shall be submitted to voting members for decision by postal or electronic vote as described in the **by-laws**.
- 9.5** Any amendment must be approved by not less than a two-thirds majority of those **members** voting.
- 9.6** The duly approved amendment of the constitution shall be published in a manner to be determined by the **committee**.
- 9.7** If this constitution has been approved of in terms of section 30B of the Income Tax Act, the **committee** shall submit any subsequent amendment of the constitution to the Commissioner of the South African Revenue Services within 30 days of its amendment.
- 9.8** A copy of the approved constitution shall be submitted to the **chief executive officer** of the **institute** for its record within 30(thirty) days of approval.

10 AMENDMENTS TO BY-LAWS

- 10.1** The **committee** shall be empowered at any meeting to amend the **by-laws**, provided that:
- 10.1.1** Notice of the proposal to move an amendment of the **by-laws** be included in the notice convening the meeting of the **committee**;
- 10.1.2** The amendments must be approved by a majority of the members of the **committee** present at such meeting to come into effect excepting in respect of membership (10.1 of by-laws) in which case the provisions of clause 9 of this **constitution** as above would apply.

11 CONFLICTING PROVISIONS

In the event of a conflict between the provisions of the constitution and any provisions of the **by-laws** or procedure of enquiries, the provisions of the constitution will prevail.

12 INDEMNITY

12.1 Every member of the **committee** and any committee thereof and every office bearer or manager of the **region** shall be indemnified by the **region** against all liabilities, costs, losses and expenses *bone fide* incurred by them in the discharge of their duties as such on behalf of the **region**.

12.2 No member of the **committee** or any committee thereof or any office bearer or **executive officer** of the **region** shall be liable for the acts, receipts, neglects or defaults of any other office bearer or employee or **executive officer** of the **region**.

13 AMALGAMATION OR WINDING UP

13.1 The **region** may be amalgamated with any other region by a resolution of the **committee** submitted to the voting members for decision by postal or electronic vote. Provided that the **region** may not be so amalgamated unless such vote is carried by a two-thirds majority of those members voting and the amalgamation is approved by the **board**, subject to the approval of the board of the **institute**.

13.2 The **region** may be wound up by a resolution of the **committee** submitted to the voting members for decision by postal or electronic vote.

13.3 Subject to the provisions of clause 5.1, the provisions of the Companies Act 1973 (Act 61 of 1973) shall, where applicable, govern the procedures applying to winding up of the **region**.

13.4 Following the winding up or dissolution of the **region**, all surplus assets remaining after the satisfaction of all liabilities shall be transferred to (1) another entity approved by the Commissioner of the South African Revenue Services in terms of section 30B of the Income Tax Act; or (2) a public benefit organisation approved in terms of section 30 of Income Tax Act; or (3) an institution, board or body which is exempt from tax under section 10 (1) (cA) (i) of the Income Tax Act; or (4) the government of the Republic of South Africa in the national, provincial or local sphere.

14 DATE OF COMING INTO OPERATION

14.1 This constitution shall come into operation on 1 July 2015.



**THE CAPE
INSTITUTE FOR
ARCHITECTURE**

CifA a region of SAIA
(The South African Institute of Architects)



THE CAPE INSTITUTE FOR ARCHITECTURE

Cifa a region of SAIA
(The South African Institute of Architects)

BY-LAWS OF THE CONSTITUTION OF Cifa A REGION OF SAIA (The South African Institute of Architects)

29 OCTOBER 2015

SECTION A

- 1 **DEFINITIONS**
- 2 **CONSISTENCY BETWEEN THE SAIA AND REGIONAL BY-LAWS**
- 3 **THE COMMITTEE AND OFFICE BEARERS**
- 4 **ELECTION OF LIFE MEMBERS AND HONORARY MEMBERS**
- 5 **PROFESSIONAL CONDUCT**
- 6 **PROCEDURES FOR APPLICATION FOR MEMBERSHIP TO THE INSTITUTE**
- 7 **MEMBERSHIP FEES AND DUES**
- 8 **ANNUAL GENERAL MEETING, SPECIAL GENERAL MEETING AND GENERAL MEMBER MEETINGS**
- 9 **NOTICE OF MEETINGS, MEMBER COMMUNICATIONS AND VOTES**

1 **DEFINITIONS**

- 1.1 In these **by-laws**, unless contrary to the context, any expression or word to which a meaning has been assigned in the constitution of **CifA** shall bear the same meaning, and
 - 1.1.1 ‘**code of ethics**’ means the code of conduct issued by the **institute** to its **members** which sets out the ethical rules and principles applicable to the conduct of **members**;
 - 1.1.2 ‘**constitution**’ means the constitution of this **CifA**.

2 **CONSISTENCY BETWEEN THE SAIA BY-LAWS AND REGIONAL BY-LAWS**

- 2.1 As with the requirement for consistency between the respective constitutions of the **institute** and **CifA**, these **by-laws** shall be consistent with and managed in compliance with the stipulations of the by-laws of the **institute** on national matters as applicable.
- 2.2 Additional regulations in these **by-laws** on **CifA** -specific matters are to be aligned to the national regulations as appropriate.
- 2.3 Upon adoption by the **committee** of these **by-laws** and any subsequent amendments thereto which are approved in terms of clause 10 of the **constitution**, a copy thereof shall be submitted within 30 days to the **chief executive officer** of the **institute** for the record.

3 **THE COMMITTEE AND OFFICE BEARERS**3.1 **Management Committee**

- 3.1.1 The management committee will consist of the following membership categories:
- 3.1.2 Professional Architect – 5 representatives,
Professional Senior Architectural Technologists - 2 representatives
Professional Architectural Technologists - 1 representative
Professional Architectural Draughts persons - 1 representative

3.2 Term of office

- 3.2.1 The members of the committee shall, subject to the provisions of clauses 7.1, 7.2 and 7.4 of the constitution, hold office for a period of no more than two years.
- 3.2.2 Members of the **committee** shall take office upon adjournment of the annual general meeting at which their election is confirmed, provided that:
- 3.2.2.1 Additional **members** may be co-opted by a majority decision of the **committee** at any time during the term.

3.3 Nomination and election of committee members

- 3.3.1 The **committee** shall at least six weeks before the annual general meeting, issue to all **members** a request to nominate candidates for election to the **committee** in accordance with clause 7.1 of the **constitution** and shall determine the number to form a **committee**.
- 3.3.2 Any architect or life **member** may nominate, in writing, a candidate or candidates for election to the **committee**, provided that each such candidate is a **member** in good standing and shall have signified acceptance by signing the nomination paper
- 3.3.3 Such nomination shall be in the hands of the **executive officer** not later than four weeks before the date fixed for the annual general meeting.
- 3.3.4 If after expiry of the time for nomination, an insufficient number of persons to form the **committee** have been nominated, the **committee**, consisting of those persons nominated, shall nominate and/or co-opt such number of additional persons required to form the **committee** and may in its discretion nominate a greater number than the minimum required.
- 3.3.5 The names of candidates nominated, if exceeding the minimum required to form the **committee**, shall be arranged in alphabetical order on a ballot paper for voting by the architect or life **members**.
- 3.3.6 The **committee** shall determine whether the election shall take place by postal ballot and/or electronic votes to be carried out in accordance with clause 9.3 of these **by-laws** or by secret ballot and simple majority vote at the annual general meeting.
- 3.3.7 The outcome of the election shall be announced at the annual general meeting and in an appropriate manner to all **members** within 14 days thereafter.

3.4 Election of president, vice-president, secretary and treasurer

- 3.4.1 At the first meeting of the newly elected **committee**, which meeting shall be convened and chaired by the outgoing **president** and take place within 30 days of the annual general meeting, the election of office bearers from amongst their ranks shall be presided over by the outgoing **president** and **executive officer**.
- 3.4.2 Nominations for each position shall be seconded and election shall be by secret ballot.
- 3.4.3 Once the election of the office bearers is confirmed, the committee will be duly constituted.
- 3.4.4 At the first meeting and after it is duly constituted the **committee** will appoint an **assigned member** who is an architect to represent **ClfA** on the **board**, and another **assigned member** who is also an architect to act as an alternate to the former on the **board**. Such **assigned member**, if not already a member of the **committee**, shall be co-opted to the **committee**.

3.5 Meetings of the committee

- 3.5.1 The **president** shall preside at meetings of the **committee** at which the **president** is present. If absent, the vice-president shall preside. If both are absent, a chair shall be elected by and from the members of the **committee** present.
- 3.5.2 A majority of the members of the **committee** shall form a quorum at any meeting thereof. If no quorum is present, the meeting shall be adjourned and resumed ten minutes later at the same place. The members of the **committee** then present shall constitute a quorum.
- 3.5.3 A **member** of the **committee** present at a meeting shall declare any pecuniary interest if any matter affecting such **member** is discussed.
- 3.5.4 Notice of meetings of the **committee** shall be given 14 days in advance.
- 3.5.5 Should a special meeting of the **committee** be called in accordance with clause 7.7.2 of the **constitution**, notice shall be given at least 3 days in advance.
- 3.5.6 Only such business as is on the agenda, which shall be prepared by the **executive officer** in consultation with the **president**, shall be decided, unless the **committee**, by approval of a majority of the members of the **committee**, determines otherwise.
- 3.5.7 Not less than three working days before the date fixed for any meeting of the **committee**, the **executive officer** shall send an agenda for the meeting to all members of the **committee**.
- 3.5.8 The **committee** shall establish subcommittees and working groups according to its operational requirements in pursuance of its aims, and co-opt and/or appoint **members** to serve on these structures. The powers and duties of such sub-structures shall be clearly defined by the **committee**.
- 3.5.9 All communications with the **committee** and serving **members**, appointed in accordance with clause 3.4.8, shall be via email or other appropriate electronic means.
- 3.5.10 Minutes of all meetings of the **committee** shall be retained in book form.

4 ELECTION OF LIFE MEMBERS AND HONORARY MEMBERS

- 4.1 Notwithstanding the regulations in the by-laws of the **institute** for the election of life and honorary **members** of the **institute**, **ClfA** may in its own discretion elect from amongst its membership and broader society life and honorary **members**.
- 4.2 **ClfA** shall follow the following process:
- 4.2.1 The consideration of a candidate for life or honorary membership shall be initiated by at least five members or two members of the **committee**, who shall submit the name supported by a motivation in writing to the **executive officer**.
- 4.2.2 The nomination shall be considered by the office bearers elected in accordance with clause 7.3 of the **constitution** and, if they agree with such nomination, shall recommend it to the **committee**.
- 4.2.3 When a recommendation is made in terms of clause 4.2.2, a secret ballot shall be held during the immediately following **committee** meeting on such recommendation, and if two-thirds of the members of the **committee** present vote in favour, the nominee shall be declared elected.

5 PROFESSIONAL CONDUCT

5.1 **Members** shall order their conduct so as to uphold the dignity of the profession and a high standard of conduct, professional competence and integrity and shall comply with the provisions of the preamble and the objects of the constitutions of the **institute** and **Cifa**, the **code of ethics** and these **by-laws**.

5.2 The **committee** shall appoint a disciplinary committee which shall deal with all allegations of **members'** misconduct by **members** in terms of the code of ethics and shall operate in accordance with the "Code of Ethics: Procedure for Enquiries" published by the **institute**. During consideration of alleged misconduct, it shall ensure fair hearing of all parties concerned.

5.3 Appointment and membership of the disciplinary committee

5.3.1 The **committee** shall appoint the disciplinary committee immediately after taking office.

5.3.2 The **members** of the disciplinary committee shall comprise of:

5.3.2.1 The immediate past **president** or, in the case of unavailability, a former past **president**; and

5.3.2.2 Three **members**, selected, where possible, from present and/or past members of the **institute** practice committee or **members** with arbitration expertise within the construction industry.

5.3.3 The terms of office of the disciplinary committee **members** shall terminate concurrently with the term of office of the **committee**. Retiring members of the disciplinary committee may be re-appointed.

5.3.4 A member of the disciplinary committee shall cease to hold office:

5.3.4.1 When his/her term of office expires;

5.3.4.2 If he/she resigns in writing;

5.3.4.3 If he/she ceases, for whatever reason, to be a member of **Cifa**;

5.3.4.4 If his/her registration is terminated in terms of the **act**;

5.3.4.5 If he/she is at any time convicted of a criminal offence deemed by the **committee** to be sufficiently serious in nature; or

5.3.4.6 If he/she is guilty of conduct which is not becoming of a member of the disciplinary committee in the opinion of two thirds of the **committee**.

5.4 Meetings of the disciplinary committee

5.4.1 The disciplinary committee shall meet as and when necessary to attend to allegations of misconduct received by **Cifa**.

5.4.2 The disciplinary committee shall elect which of its **members** should preside at its meetings, which person shall have a deliberative and casting vote in the event of a tied vote.

5.4.3 No less than three **members** of the disciplinary committee shall form a quorum at any meeting of the committee, provided that any person present at a meeting shall excuse him/herself if any matter affecting his/her personal or professional interest is discussed.

5.4.4 A majority of the disciplinary committee **members** present at a meeting shall decide on matters where there is a difference of opinion.

5.4.5 Members of the disciplinary committee shall be appointed to office of **Cifa** without remuneration. No remuneration or other benefit in money or money's worth shall be given to any member of the committee, except payment for costs incurred in the course of duties undertaken.

6 PROCEDURES FOR APPLICATION FOR MEMBERSHIP

- 6.1 Application for membership of the **institute** by all qualifying applicants shall be considered and processed by **Cifa** in accordance with clauses 6 of the **by-laws** of the **institute**.
- 6.2 All applications for affiliate membership, student affiliate membership of **Cifa** as described in clause 6.1.2.4 of the regional constitution shall be made in writing on the official application forms issued by **Cifa** from time to time.
- 6.3 An application for affiliate membership of **Cifa** together with the required documentary proof shall be submitted to **Cifa** and **Cifa** shall ensure that the application form has been duly completed by the applicant and shall consider, within 30 (thirty) days after receipt of an application, whether the applicant qualifies for **Cifa** membership in accordance with the **constitution**.
- 6.4 If **Cifa** determines that an applicant does not qualify for membership in accordance with the **constitution**, **Cifa** will notify the applicant thereof in writing.
- 6.5 If the **president**, **executive officer** or authorised staff member of **Cifa** determines that an applicant qualifies for affiliate membership in accordance with the **constitution**, **Cifa** shall approve such applicant's application.
- 6.6 Within 30 (thirty) days after approval of the application, **Cifa** shall deliver written notice to the applicant that he has qualified for membership of **Cifa**, and requesting him to pay the prescribed membership fee in respect of such membership to **Cifa**.
- 6.7 Upon receipt of the membership fee referred to in clause 6.6, **Cifa** shall enrol the applicant as a member in its register of **members** in accordance with the category of membership within which such applicant falls, and issue a certificate of membership in accordance with the **constitution**.

7 MEMBERSHIP FEES AND DUES

- 7.1 The **committee** shall apply the regulations with regard to membership fees and dues in accordance with clauses 6.5-6.8 of the **constitution** and as agreed between the **institute** and **Cifa** as applicable.
- 7.2 Membership fees shall be paid to **Cifa** within 60 (sixty) days after the date of the tax invoice issued by **Cifa** to the **member**. Where applicable **Cifa** shall remit the national portion of such membership fees to the **institute** by the 25th day of the month in which it is received.
- 7.3 The following **assigned members** shall be exempt from paying membership fees to the **institute** or **Cifa**:
- 7.3.1 life **members**;
- 7.3.2 honorary **members**; and
- 7.3.3 such **members** as the **board** may determine from time to time.
- 7.4 The following **Cifa members** shall be exempt from paying membership fees to **Cifa**:
- 7.4.1 **Cifa** life **members**;
- 7.4.2 **Cifa** honorary **members**; and
- 7.4.3 Such **Cifa members** as the **committee** may determine from time to time.
- 7.5 The **committee** shall introduce a differentiated subscription tariff for affiliate **members** in the different classes of membership.

7.6 Practice levies shall not be charged by **CIfA**.

8 ANNUAL GENERAL MEETING, SPECIAL GENERAL MEETING AND GENERAL MEMBER MEETINGS

8.1 The **committee** shall hold an annual general meeting of the **members** during the latter half of the calendar year, amongst others for the adoption of the **president's** report and the annual financial statements of **CIfA** for the previous financial year on 4 (four) weeks written notice.

8.2 In addition, the **president** of **CIfA** may call a meeting of the **members** at any time on 14 (fourteen) days written notice.

8.3 A special general meeting of **members** may in cases of urgency be called by order of the **committee** upon no less than 14 (fourteen) days written notice or within 21 (twenty one) days upon receipt by the **executive officer** of a written request, stating the objects of the proposed meeting, signed by no less than 20 (twenty) percent of the **members** of **CIfA** entitled to vote.

8.4 The notice of **members** meeting shall provide sufficient detail of the purpose of the meeting and the decisions, if any, which the **members** will be required to make at such meeting, and shall include a form of proxy in terms of which a voting **member** can appoint a representative to cast his votes in a specified manner at the meeting.

8.5 One twentieth of the **members** with voting rights shall form a quorum necessary to constitute the annual general meeting, any general meeting or special general meeting, for which due notice has been given. The quorum shall be maintained throughout the meeting.

8.6 If no quorum is present, the meeting shall be adjourned and shall be resumed twenty minutes later at the same place. The **members** with voting rights then present shall form a quorum, provided that no fewer than 10 (ten) voting **members** shall be present.

8.7 The chairperson at general and special **members'** meetings shall be in order of priority:

- **president**
- vice-president
- **committee** member

9 NOTICE OF MEETINGS, MEMBER COMMUNICATIONS AND VOTES

9.1 Notice of all meetings may be delivered electronically or by post if so determined by the **committee**.

9.2 All general **member** communications shall be delivered electronically unless otherwise determined by a majority of the **committee**.

9.3 Postal and/or electronic votes

9.3.1 If **CIfA** is required or wishes to submit a matter for determination by the voting **members** by postal or electronic vote (as determined by the **committee**)

9.3.1.1 the **executive officer** of **CIfA** shall give written notice by electronic means and/or by post to the voting **members** of the matter on which they are requested to vote, setting out with sufficient details the material issues relating thereto, the email and/or postal addresses to which voting **members** will be required to submit their votes, and any form that they are required to complete for purposes of casting their votes;

BY-LAWS OF THE CONSTITUTION OF CifA, A REGION OF SAIA (The South African Institute of Architects)

- 9.3.1.2 The voting **members** shall be given no less than 7 (seven) days to cast their votes electronically and, if applicable, 14 (fourteen) days to submit their votes by post.
- 9.3.2 The **president** shall be responsible for tallying the votes and shall be entitled –
- 9.3.2.1 to appoint any firm or persons to act as scrutineers for the purpose of counting the votes, and
- 9.3.2.2 to act on a certificate given by any such scrutineers without requiring production of the electronic or postal votes received or himself counting the votes.
- 9.3.3 The **president** shall give written notice to the voting **members** within 7 (seven) days of the last date on which votes could be cast, of the results of such vote.
- 9.3.4 If any votes were counted which ought not to have been counted or if any votes were not counted which ought to have been counted, the error shall not vitiate the resolution, unless -
- 9.3.4.1 it is brought to the attention of the **president** within 7 (seven) days of the date of the notice referred to in clause 9.3.3; and
- 9.3.4.2 in the opinion of the **president**, it is of sufficient magnitude to vitiate the resolution, in which event the votes shall be recounted and the **president** shall give written notice to the voting **members** within 7 (seven) days of him determining that such recount is necessary, of the results of such vote.
- 9.3.5 For a postal vote a two envelope procedure shall be followed to retain anonymity and ensure eligibility to vote.

10 AFFILIATE MEMBERSHIP

- 10.1 In terms of clause 6.15 of the constitution an affiliate member, as described in clause 6.1.2.4 of the **constitution** shall be entitled to voting membership of **CifA** a region of SAIA.
- 10.1.1 The voting rights are limited to regional matters.

SECTION B

The clauses below are to be included as appropriate by ClfA which establish chapters within ClfA's structure

CHAPTERS

1. **Chapters** shall be groupings of **members** of **ClfA**, formed in terms of clause 8.9 of the constitution.
2. **Chapters** shall conduct their affairs in terms of the following rules:
 - 2.1 The geographic region, category of registration, or special interest as the case may be, shall be reflected in the title of the **chapter**.
 - 2.2 The objectives of the **chapter** shall be the similar to those of **ClfA**, with emphasis on promoting the specific objectives of the region, category of membership, or interest of the group as the case may be.
3. The powers of the **chapter** shall be:
 - 3.1 To establish a **chapter** committee and arrange meetings if it so wishes in order to administer and control the affairs of the **chapter**.
 - 3.2 Generally, to take such action as may be required for the achievement of its objectives within the geographic region, category of registration or area of special interest as the case may be.
 - 3.3 In the case of regional **chapters**:
 - 3.3.1 To establish a **chapter** committee in order to administer and control the affairs of the chapter.
 - 3.3.2 To enter into alliance or to co-operate with and assist any organisation within the region having objectives similar to the **chapter**, subject to prior formal approval of the **committee** of **ClfA**.
 - 3.3.3 To levy its **members** for general or particular purposes, as may be decided upon from time to time, provided, however, that failure on the part of any **chapter** member to pay such levy shall not constitute a debt due to **ClfA**.
 - 3.3.4 To open and operate a banking account with any registered financial institution.
4. **Membership**
 - 4.1 In the case of regional chapters, the **chapter** shall consist of **members** ordinarily resident in the geographic region as defined in terms of 2.1 above.
 - 4.2 In the case of category- or special interest chapters, the **chapter** shall consist of **members** who are registered with the **council** and **ClfA** in the category as defined in terms of 2.1 above.
 - 4.3 A **member** will automatically cease to be a member of a **chapter** when his or her qualification, in terms of 4.1 and/or 4.2, ceases or changes.
5. Regional Chapter Committee
 - 5.1 The regional **chapter** shall be managed by the chapter committee, which shall comprise of at least six members in the same proportion of the registration categories as that of the **committee** of **ClfA** and who qualify for membership in terms of 4.1 above.

- 6. Election of chairperson and vice-chairperson:**
- 6.1 At the first meeting of each newly constituted chapter committee, the committee shall elect, from among its **members**, a chairperson and vice-chairperson, who shall hold office until their respective successors are appointed.
- 7. Vacancies on the chapter committee:**
- 7.1 Any vacancies which shall occur on the chapter committee, for whatsoever reason, shall be filled as soon as possible through the means of a **chapter** special committee meeting, set up for the purpose in terms of the rules of the **chapter**.
- 8. Terms of office of a chapter committee:**
- 8.1 The duration of the term of office of the chapter committee shall be concurrent with that of the **committee** of **ClfA**.
- 9. Powers and duties of the chapter committee:**
- 9.1 The affairs of the **chapter** shall be managed and controlled by the chapter committee. In addition, the chapter committee may –
 - 9.1.1 convene general meetings of the **members** of the **chapter** and prescribe the rules and procedures in respect of such meetings;
 - 9.1.2 appoint **members** to represent the **chapter** on any other body within its geographical region;
 - 9.1.3 If requested to do so by the **committee** of **ClfA**, elect a member to serve as its representative;
 - 9.1.4 operate a banking account, as provided for in terms of 3.3.4 above, on the signature of any two **members** of the chapter committee.
- 9.2 The chapter committee shall hold a meeting at least once every year at such a time and place as the chairperson, or in his/her absence the vice-chairperson, may determine.
- 10. Procedure of the regional chapter committee meetings:**
- 10.1 Notice of meetings:
 - 10.1.1 Seven days' notice of the meetings shall be given to each member of the chapter committee by the chairperson, or the member designated by the chairperson to do so.
- 10.2 Quorum:
 - 10.2.1 One half of the **members** of the chapter committee shall form a quorum.
- 10.3 Chairperson:
 - 10.3.1 At all meetings of the chapter committee the chairperson, or in his/her absence, the vice- chairperson shall preside.
- 10.4 Decision by majority:
 - 10.4.1 All matters that may come before any meeting of the chapter committee, upon which it is necessary to take a vote, shall be decided by majority vote of those **members** present. In the event of an equal number of votes being tabled for an issue, the chairperson shall have a casting vote.
- 11. Vacancy on the committee:**
- 11.1 Should any vacancy occur on the chapter committee, the remaining members of the committee may appoint another member to fill the vacancy.

12. Office of committee:

12.1 The chapter committee shall decide on the place of its office, provided that the office of a regional chapter shall be in its geographic region.

13. General meetings of regional chapters:

13.1 The chairperson, or in his/her absence, the vice-chairperson shall convene a general meeting of **members** at least once each year and shall ensure that at least three weeks' notice is given to all **members** of the **chapter** of such a meeting.

13.2 A general meeting shall have the right –

13.2.1 to propose additional **chapter** rules or amendments to rules for consideration of the **committee** of the **region**;

13.2.2 to deliberate and to make suggestions and/or resolutions for the consideration of the chapter committee concerning any matter which concerns the profession of architecture.

13.3 Quorum:

13.3.1 The quorum necessary to constitute a general meeting or a special general meeting shall be one half of the **members** of the **chapter**.

13.3.2 If no quorum is formed, the meeting shall be adjourned and resumed 30 minutes later at the same place. The **chapter members** then present shall constitute a quorum.

13.4 Resolutions:

13.4.1 All resolutions taken at a general meeting or a special general meeting shall be passed by majority vote and shall be recorded in minute form and the minutes so recorded shall be forwarded to the **executive officer** of **CIfA** within twenty-one days of the date of the meeting.

14. Re-constitution of a regional chapter committee:

14.1 The outgoing **members** of the regional chapter committee shall set a date on which the regional chapter committee shall be reconstituted and shall set the number of **members** required to form the incoming committee, bearing in mind the provisions of 5.1 above.

14.2 At least three weeks before the date so set, the chairperson or in his/her absence, the vice-chairperson, shall issue to all **members** of the **chapter** a written invitation to serve on the incoming chapter committee, which invitation shall include the number of **members** required to serve on such incoming committee.

14.3 Should the numbers willing to serve exceed the number so set, a ballot form shall be issued to **members** in order to elect the correct number of new **members** of the chapter committee.

15. Rights and duties of the chairperson at a general meeting:

15.1 The chairperson shall preside at all general meetings and special general meetings of the **chapter**. In his/her absence the vice-chairperson shall preside. In the absence of both a chairperson shall be elected from among the **members** present.

15.2 The duly elected chairperson of the meeting shall decide on all matters of procedure, whether or not specifically covered by the chapter constitution and his/her decision shall be final; provided that he/she may not adjourn or terminate such general or special general meeting, save on a majority vote to that effect.

15.3 The chairperson shall decide on the right of any person to take part in the business of a general or special general meeting, should such a right be challenged, and the chairperson's decision shall be final.

16. Dissolution of chapter:

16.1 The **committee** of **CIfA** shall have the right to dissolve a **chapter**, if such action is considered by it to be in the interests of **CIfA**.

16.2 If any dispute as to the dissolution of a **chapter** should arise between the **committee** of **CIfA** and the **chapter** concerned, the matter shall be referred for a decision to a panel comprising the president, the vice-president and the immediate past president of **CIfA**. The decision taken by such panel shall be final and binding on the parties.

17. Date of coming into force:

17.1 The **committee** of **CIfA** shall set the date of coming into force of a **chapter** and shall inform the chapter committee in writing of such a date.



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