

CONSTITUTION OF THE WOODWORKING ASSOCIATION OF PRETORIA

As amended and approved on 27 January 2010

1. NAME

The name of the Association is the **WOODWORKING ASSOCIATION OF PRETORIA**, hereinafter referred to as the Association.

2. LANGUAGE MEDIUM

The language medium of the Association shall be English and Afrikaans.

3. AIMS AND OBJECTIVES

- 3.1 To foster and keep alive woodworking skills, techniques and knowledge.
- 3.2 To unite all those dedicated to achieving and maintaining the highest standards in the practice of their chosen woodworking craft.
- 3.3 To establish a greater public awareness of woodcraftmanship, of the beauty and value of everyday things individually made of wood.
- 3.4 To provide access to information about wood and woodworking in all its forms.
- 3.5 To encourage a spirit of co-operation and interchange of views and ideas between members.
- 3.6 To provide a place where members can meet and attend lectures and workshops.
- 3.7 To foster learning by organising woodworking courses, conducted by leading craftsmen, and by sponsoring competitions.
- 3.8 To stage exhibitions and assist with the marketing of members' work.
- 3.9 To distribute a regular newsletter to members.
- 3.10 To strive towards establishing similar Associations elsewhere in the country.

4. REMUNERATION

- 4.1 The Association is founded not for gain.
- 4.2 Office bearers or members of Management are not remunerated for services rendered to the Association, but are compensated for approved expenses.

5. MEMBERSHIP

- 5.1 Membership can be attained by any person who is interested in woodwork and who has joined in the prescribed manner. Membership shall be restricted to members whose membership fees are fully paid up. Junior Membership is available for persons below the age of 25 at a reduced subscription of 25% of the full membership fee. Junior Members will not be entitled to vote during meetings.
- 5.2 Membership shall be subjected to approval by Management.
- 5.3 **Honorary Membership**
 - 5.3.1 Management can, of own accord or on recommendation of a member, confer honorary membership of the Association on an individual who has, over a period of more than two years and in an exemplary fashion, supported the Association and the furtherance of one or more of its goals.
 - 5.3.2 Honorary membership to be conferred formally during a special occasion decided on by Management, and during which the chairperson will award a certificate of honorary membership to the recipient.

5.3.3 Honorary members are exempted from payment of membership fees.

5.4 **Friend of the Association**

5.4.1 Management can, of own accord or on recommendation of a member, decide to confer the status of “Friend of the Woodworking Association” on a person, organisation or institution if said person, organisation or institution, with the unanimous decision of Management:

5.4.1.1 Produces woodwork of such quality that their Association with the Association as “Friend” will be of prestige value to the Association.

5.4.1.2 Is in some way involved in the wood industry, furniture manufacturing business, furniture retail, forestry, or timber research and with whom the Association would be privileged to be associated with.

5.4.2 The award of “Friend of the Woodworking Association” is valid for a period of two years from the date awarded and confers on the recipient the same privileges as a full member.

5.4.3 The status “Friend of the Woodworking Association” to be awarded during a suitable occasion as decided by management.

6. **MANAGEMENT**

6.1 The affairs of the Association shall be managed by Management, which is elected annually at the annual general meeting, and serves until the next annual general meeting.

6.2 Management consists of:

- Chairman
- Vice Chairman
- Secretary
- Treasurer and
- a maximum of four (4) additional members.

6.3 The eight members of Management shall be elected by the annual general meeting by closed ballot or by the raising of hands. The elected Management shall, at the first management meeting, appoint from amongst its members the office bearers in accordance with clause 6.2, with the exception of the chairman who is elected by the annual general meeting.

6.4 A Management member who resigns from the Association or Management shall be replaced by Management by co-opting a new member. Should the chairman, vice-chairman or secretary resign, the committee shall proceed to the vote.

6.5 Any number of members may be co-opted to Management to assist with special tasks or to serve as specialist on Management, but such members do not have a vote on Management.

6.6 All members of Management have a full vote. A quorum consists of at least one third(1/3) of Management members. The chairman has an ordinary as well as a casting vote.

6.7 Any member of Management who is absent from three (3) consecutive meetings without the permission of the chairman, ceases automatically to be a member of Management. Management then has the right to co-opt another person in order to make up the required number.

6.8 Management must meet at least ten times per annum to discuss the affairs of the Association.

- 6.9 Minutes shall be kept during meetings, and distributed as soon as possible afterwards to the members of Management. Minutes are approved at the next meeting.

7. POWERS AND TASKS OF MANAGEMENT

- 7.1 The primary task of Management is to manage the affairs of the Association in such a manner that the aims and objectives of the Association are pursued.
- 7.2 Management shall have the power, at its discretion, to expel members/Management members whose conduct causes or may cause damage to property for which the Association is/or may be held responsible. The same shall apply to members whose conduct is undermining of or prejudicial to the aims and objectives on the good name of the Association.
- 7.3 Management shall have the power, and is tasked, to arrange inter alia events, meetings, exhibitions and demonstration that are in accordance with the aims and objectives of the Association.
- 7.4 Management shall see to the finances of the Association. This requires proper accounting of all income, expenditure and assets. Management shall ensure that the accounts of the Association are audited annually by an independent auditor, who is not a member of Management. The auditor shall submit a report of his findings and a certified balance sheet to the management. A financial report shall be submitted to all members at the annual general meeting.
- 7.5 The treasurer shall submit a statement of income and expenditure for the approval of expenditure and information about the financial state of the Association at Management meetings.
- 7.6 The financial transactions of the Association may be effected only by means of cheques that are signed by the chairman and/or vice chairman and/or treasurer.
- 7.7 The bank account of the Association shall be kept at a commercial bank, as the Management may decide at its discretion.
- 7.8 Management shall have the right to appoint a committee or sub committee for any task that is in the interest of the Association.

8. ANNUAL GENERAL MEETING

- 8.1 The annual general meeting of the Association shall be held annually during January. A quarter of the paid-up members constitutes a quorum.
- 8.2 A paid-up member is a member whose fees have been settled in full.

9. SPECIAL GENERAL MEETING

- 9.1 Special general meetings shall be convened by Management when necessary or at the written request of at least one third (1/3) of the paid-up members.
- 9.2 At special general meetings only those matters for which the meeting was convened shall be dealt with.

10. NOTICE OF GENERAL MEETINGS

Notice of annual general meetings and special general meetings shall be served in writing to all members at least 14 days before the particular day, giving full particulars of the agenda.

11. VOTING DURING GENERAL MEETINGS

- 11.1 The chairman has an ordinary as well as a casting vote at all meetings.
- 11.2 Voting will be conducted by closed ballot or the raising of hands.
- 11.3 All paid-up members and honorary members have a vote at special and annual general meetings.

12. MEMBERSHIP FEES

- 12.1 The following membership fees are payable at rates as are determined from time to time by the annual general meeting after deliberation of the recommendation by Management:
 - 12.1.1 Entrance fee
 - 12.1.2 Annual subscription (over and above the once-off entrance fee).
- 12.2 The financial year of the Association shall be the calendar year.
- 12.3 No membership fees shall be repayable under any conditions.

13. COMPLAINTS

- 13.1 Any complaints or objectives by a member shall be submitted in writing to the secretary.
- 13.2 The decision of Management is final.

14. LIABILITY OF THE ASSOCIATION

The Association, its Management, or any member shall not be liable to other members, participants, spectators or their dependants for any damage or expenses that may arise out of death, bodily injuries, or damage to or loss of property that may occur under any circumstances during social events, exhibitions, demonstrations or any other related meetings.

15. AMENDMENTS TO THE CONSTITUTION

This constitution may be amended only during an annual general meeting or a general meeting specifically convened for this purpose. Any proposed amendments must appear on the agenda in question.

16. INTERPRETATION

The true interpretation of the constitution is contained in the Afrikaans version. The English version is, however as far as possible a faithful rendition of this constitution.

17. DISCIPLINE

- 17.1 Every member shall be provided with a copy of the constitution and shall thereafter be considered to be completely informed of the content thereof.
- 17.2 Any member who violates this constitution of the Association makes himself/herself guilty of misconduct, and the management can, at its discretion, take appropriate action against such a member.

18. APPLICATION OF THE FUNDS OF THE ASSOCIATION

- 18.1 The funds of the Association shall be applied for administrative expenses, including the distribution of a newsletter.
- 18.2 The expenses for inter alia exhibitions, demonstrations and lecturers shall only be covered partially or completely out of the funds of the Association if the finances

of the Association permit it, and such a decision for the expenditure was approved beforehand at a Management meeting.

- 18.3 The financial obligations of the Association shall be guaranteed only to the extent of its assets, all personal accountability of the management members excluded. Notwithstanding, any member who ignores this clause shall be held personally liable to Management and the annual general meeting for any expenses incurred in his/her capacity as a member of Management.

19 MEMBERSHIP CARDS

- 19.1 Every new member who has paid his/her entrance fees and annual subscription shall receive a membership card of the Association.
- 19.2 Membership cards are issued annually and are valid for the period stipulated in clause 12.2.

20. DISSOLUTION

- 20.1 Dissolution of the Association may be pronounced only during a special or annual general meeting.
- 20.2 In the event of dissolution, the assets and available funds of the Association shall be disposed of in accordance with the provisions laid down by Common Law.