

COMPANIES ACT, 71, 2008

MEMORANDUM OF INCORPORATION OF A NON-PROFIT COMPANY

Name of Association: South African Optometric Association NPC

Registration Number: 1934/005835/08

This MOI was adopted by a resolution taken by the voting members at an Annual General Meeting of the Association held on 6 December 2016.

1. INTERPRETATION

In the interpretation of this MOI and unless contrary to or excluded by the subject or context:

- 1.1 Any word herein signifying:
 - 1.1.1 The singular shall include the plural and vice versa;
 - 1.1.2 The masculine shall include the feminine and the neuter;
- 1.2 Any word herein which is defined in the Companies Act and is not defined in clause 1.5 shall bear that statutory meaning in this MOI;
- 1.3 Any word, phrase or sentence herein which is not defined in the Companies Act or in clause 1.5 shall bear its usual meaning;
- 1.4 Each term, power or authority herein shall be given the widest possible interpretation;
- 1.5 Each of the following words and expressions herein shall have the meaning stated opposite it and, where applicable, shall include the word or expression stated opposite it;
 - 1.5.1 "The Association" means the South African Optometric Association;
 - 1.5.2 "The Board" shall mean the board of directors of the Association elected in terms of this MOI;
 - 1.5.3 "The Chairperson" shall mean the chairperson of the Board of the Association for the time being elected in terms of clause 23;

- 1.5.4. "Casual vacancy" shall mean a vacancy on the Board as a result of resignation, disqualification or death;
- 1.5.5. "Companies Act" shall mean the Companies Act No. 71 of 2008, as amended from time to time;
- 1.5.6. "Directors" shall mean the directors of the Association for the time being elected in terms of clause 21.3;
- 1.5.7. "Council" shall mean the Health Professions Council of South Africa;
- 1.5.8. "**Chief Executive Officer**" or "**CEO**" means a senior office bearer appointed by the Board of Directors to be involved in the day to day operations of the Association;
- 1.5.9. "General meeting" shall mean any general meeting of the Association or any adjournment thereof, including an annual general meeting convened in terms of clause 14 as the case may be;
- 1.5.10. "Good Standing" shall mean any member of the SAOA whose membership fees are up to date either having paid in full or by arrangement such as payment by debit order;
- 1.5.11. "Income Tax Act" means the Income Tax Act No. 58 of 1962, which may be amended from time to time;
- 1.5.12. "Member" shall mean any of the members of the Association referred to in clause 9;
- 1.5.13. "Member in good standing" means a SAOA member who is not in breach of the SAOA MOI or Rules;
- 1.5.14. "MOI" shall mean the Memorandum of Incorporation of the Association for the time being in force, as contained in this document;
- 1.5.15. "The office" shall mean the registered office for the time being of the Association;
- 1.5.16. "Person" shall include any natural person, Association or body corporate, a statutory body, a partnership or an association of persons, as the case may be;
- 1.5.17. "President" shall mean the Chairman of the Board of Directors, elected as per clause 23 of this MOI;
- 1.5.18. "The Republic" shall mean the Republic of South Africa;
- 1.5.19. "Sign" shall include the reproduction of signature by printing or any other mechanical or electronic process including partly the one and partly the other process and "signature" has the corresponding meaning;
- 1.5.20. "SAOA" shall mean the South African Optometric Association.

1.5.21. **Writing" shall include printing, typewriting or any other mechanical or electronic process, or partly one and partly the other.**

PART A: INTRODUCTION

2. NON PROFIT COMPANY

2.1 The Association is incorporated as a Non-Profit Company, as defined in the Companies Act.

3. PURPOSE AND OBJECTS OF THE ASSOCIATION

3.1. PURPOSE

The Association shall be an association for registered members of the optometric profession and shall represent the interests of its members, and in so doing, the interests of the profession, generally, as well as the public.

3.2. MAIN OBJECTS

The main objects of the Association are:

3.2.1. To promote and protect the collective interests of its membership in good standing.

3.2.2. To promote the optometric profession in all its aspects.

4. POWERS AND CAPACITY OF THE ASSOCIATION

The Association shall have all the legal powers and capacity of an individual except to the extent that a juristic person is incapable of exercising such power, except in as far as they are limited as set out in paragraphs below.

4.1 The Association shall be entitled to form and to have an interest in any companies or other associations only having the same or similar objects to the Association for the purpose of acquiring the undertaking of all or any of the assets or liabilities of that association or companies or associations or for any other purpose which may seem, directly or indirectly, calculated to benefit the Association, and to transfer to any such association or companies or Associations the undertaking of all **or** any assets or liabilities of the Association.

4.2 The Association shall be entitled to amalgamate with other companies only in so far as they have the same or similar objects to the Association.

4.3 The Association shall only be entitled to take part in the management, supervision and control of business or operations of any other association or business having the same or similar objects as the Association and to enter into partnerships having the same or similar objects as the Association.

- 4.4 The Association shall be entitled to make donations to organisations having the same or similar objects to that of the Association.
- 4.5 The Association shall be entitled to pay gratuities to directors, officers and employees and to establish a pension scheme and medical aid scheme in respect of its directors, officers and employees in so far as this is not contrary to any law of the Republic of South Africa.
- 4.6 The Association shall be entitled to bind members to contribute by way of membership fees, re-entrance fees and levies towards the funds of the Association and to enforce payment, and to collect and receive from members such contributions, re-entrance fees and levies.
- 4.7 The Association shall be entitled to enforce compliance with its Memorandum of Incorporation, policies and procedures and/or any other provisions in such manner as it may deem fit by imposing punitive action in the form of expulsion and/or suspension.
- 4.8. Notwithstanding the omission from this MOI of any provision to that effect, the Association may do anything which the Companies Act empowers an Association to do if so authorised by its MOI.

5. CONDITIONS

- 5.1 The Association shall not, directly or indirectly, pay any portion of its income or transfer any of its assets, regardless of how the income or asset was derived, to any person who is or was an incorporator of the Association, or who is a member or Director, or person appointing a Director, of the Association, except as:
 - 5.1.1 Reasonable remuneration for goods delivered or services rendered to, or at the direction of, the Association; or
 - 5.1.2 Payment of, or reimbursement for, expenses incurred to advance a stated object of the Association; or
 - 5.1.3 a payment of an amount due and payable by the Association in terms of a *bona fide* agreement between the Association and that person or another; or
 - 5.1.4 a payment in respect of any rights of that person, to the extent that such rights are administered by the Association in order to advance a stated object of the Association; or
 - 5.1.5 Payment of any legal obligation binding on the Association.
- 5.2 The Association shall utilise substantially the whole of its funds for the object for which it has been established.
- 5.3 The Association may not, directly or indirectly, distribute any of its funds or assets to any person other than in the furtherance of its objectives.

- 5.4 The Association shall ensure that substantially the whole of its activities are directed to the furtherance of its principal objects and not for the specific benefit of an individual member or any minority group.
- 5.5 The Association shall not be entitled to distribute in specie or in kind any of its assets among its members

6. MEMORANDUM OF INCORPORATION AND ASSOCIATION RULES

6.1 The Board of the Association may make, amend or repeal any necessary or incidental policies and procedures relating to the governance of the Association in respect of matters that are not addressed in the Companies Act 71 of 2008 or the MOI, by publishing a copy of the policies and procedures on the Association web and filing a copy of those rules.

6.2 A rule contemplated:

6.2.1 Must be consistent with the Companies Act 71 of 2008 and the Association’s MOI, and any such policy and/or procedure that is inconsistent with this Act or the Association’s MOI is void to the extent of the inconsistency;

6.2.2 Takes effect on the date specified in the policy or procedure, and if not so specified, then it will take effect 20 (twenty) business days after the policy and/or procedure is published.

6.2.2.1 Will be binding on an interim basis from the time it takes effect until it is put to a vote at the next general meeting of the Association; and on a permanent basis only if it has been ratified by an ordinary resolution at the next general meeting.

6.3 If the Board, or any individual authorized by the Board, alters this MOI or any policies and/or procedures made by it in any manner necessary to correct a patent error in spelling, punctuation, reference, grammar or similar defect on the face of the document, it must publish a notice of such alteration on the Association website and by electronically informing the membership of such publication.

6.4 Save for correcting errors substantiated as such from objective evidence or which are self- evident errors in the MOI (including spelling, punctuation, reference, grammar or similar defects), which the Board is empowered to do, all other amendments of the MOI shall be effected in accordance with the Act.

PART B: MEMBERS AND MEMBERSHIP

7. MEMBERSHIP ELIGIBILITY

7.1 Membership eligibility shall be defined as follows:

7.1.1. Ordinary members, as defined in Clause 9.1.1, shall be restricted to proof of HPCSA registration;

7.1.2. Affiliated Membership, as defined in Clause 9.2.1. shall be restricted to proof of HPCSA registration;

7.1, 3. Associate Membership, as defined in Clause 9.2.3. Shall require proof of involvement within the eye care environment.

8. NUMBERS AND APPLICATION FOR MEMBERSHIP

8.1 There is no limitation on the number of members of the Association.

8.2 Application for membership is subject to approval by the Board of Directors in accordance with the Rules of the SA Optometric Association.

8.3 Whether or not a person may become a member of the Association is within the discretion of the Board.

8.4. The requirements for applications for all membership categories shall be set out in the Rules of the Association and shall contain such particulars as shall be required by the Board and shall be signed by the applicant.

8.5 The submission of an application for membership shall be deemed an acknowledgement that the applicant will, if accepted be bound by the MOI, Rules and Code of Ethics of the SAOA.

8.6 Any Member may withdraw from the Association by giving notice in writing of his intention to do so, and, upon expiration of such notice, he shall remain liable for payment of arrears of subscription or other money (if any) due to the Association upon his ceasing to be a Member.

8.6.1. Every Member is obligated to pay his/her annual subscription in total, irrespective of any special arrangement such as by debit order.

8.7 Membership shall commence upon:

8.7.1 Written confirmation by the Association of the Directors' approval;

8.7.2 Payment of the prescribed admission and annual membership fees in such manner as prescribed by the Association from time to time;

8.8. The Association shall maintain a register of members of the Association

9. MEMBERSHIP CATEGORIES

The members of the Association shall consist of voting and non-voting members.

9.1. VOTING MEMBERS

9.1.1 ORDINARY MEMBERS

9.1.1.1 Ordinary Members shall comprise: optometrists, supplementary optometrists and **dispensing opticians** whose names appear on the register of optometrists, supplementary optometrists, respectively, maintained by the Council or former members who, having agreed to be bound by the terms of the MOI and having been admitted to membership shall pay membership fees, re-entrance fees and levies;

9.1.2 HONORARY MEMBERS

9.1.2.1 Honorary Members shall be persons who, by virtue of their positions as Head of Department of Optometry and Dispensing Opticians, in teaching institutions recognised by the Council are conferred honorary members by the Board for a period of 1 (one) year, having agreed to be bound by the terms of the MOI and Rules of the Association and having been admitted to membership;

9.1.3 NON PRACTICING ORDINARY MEMBERS

9.1.3.1 Non-practising Ordinary Members: Members who have ceased to practise, but retain their rights of membership.

9.1.4. SENIOR MEMBERS

9.1.4.1 Senior membership applies to members who are 70 years of age and above.

9.1.4.2 Senior members do not pay membership fees and will retain full benefits.

9.1.4.3. Senior members shall cover costs of indemnity insurance and any other materials or services payable by the SAOA, if required by the Senior Members.

9.1.5 HONORARY LIFE MEMBERS

9.1.5.1 Honorary Life Members shall be persons who, in recognition of exceptional and distinguished services rendered to the Association are elected honorary life members by the Board, having agreed to be bound by the terms of the Memorandum, Articles of Association and By-laws of the Association;

9.1.5.2. Honorary Life Members do not pay annual subscription fees but receive full benefits.

9.1.5.3. Honorary Life Members shall cover costs of indemnity insurance and any other materials or services payable by the SAOA, if required by such Members.

9.1.6. HONORARY LIFE PRESIDENTS

9.1.6.1 Honorary Life Presidents: past Presidents who in recognition of exceptional and distinguished services rendered to the Association are elected honorary life presidents by the Board, having agreed to be bound by the terms of the MOI and Rules of the Association; and

9.1.6.2. Honorary Life Presidents shall cover costs of indemnity insurance and any other materials or services payable by the SAOA, if required by such Members.

9.2 NON-VOTING MEMBERS

Non-voting members shall consist of:

9.2.1 AFFILIATE MEMBERS

9.2.1.1 Affiliate Members shall be orthoptists and ophthalmologists registered with the Council, having agreed to be bound by the terms of the MOI and Rules of the Association and having been admitted to membership and shall pay membership fees, re-entrance fees and levies;

9.2.2 STUDENT MEMBERS

9.2.2.1 Students in Optometry and dispensing opticianry who, having agreed to be bound by the terms of the MOI and Rules of the Association are admitted to membership;

9.2.3 ASSOCIATE MEMBERS

9.2.3.1 Associate Members shall be Ocularists and others not registered with the Council, and individual representatives of the optical supply industry who having agreed to be bound by the terms of the MOI and Rules of the Association and having been admitted to membership shall pay membership fees, re-entrance fees and levies.

10. MEMBERSHIP FEES

10.1 Annual membership fees and, where applicable, fees instituted to cover costs incurred by the Association for the provision of materials such as the SAOA publications, to be determined by

the Board, shall be paid to the Association by each member against the production of a valid tax invoice by the Association.

- 10.1.1 Such membership fees shall need ratification by members in a general meeting, if the fees of the Previous year are increased or decreased by an amount greater than the inflationary Percentage calculated for the following year in accordance with Rules.
- 10.1.2 Such annual membership fees shall be payable by all Members within 90 days of due date as stated on invoice and in accordance with the Rules of the SAOA.
- 10.2 The Board may determine rebates and discounts for, *inter alia*, early payment, it being recorded that such membership fees may vary depending on the category of membership.
- 10.2.1 Such discounts may also be granted on motivation from members based on personal circumstances for a period of no longer than one year with the option of review.
- 10.3. The Board may propose levies and such levies shall become binding on the relevant membership categories if approved by the members in a general meeting.
- 10.4. If a Member defaults in the payment of any subscription, for more than one month after notice of the amount payable by him, his privileges of Membership may thereafter *ipso facto* be suspended until such payment is made.

11. TERMINATION OF MEMBERSHIP

A member shall ipso facto cease to be a member of the Association –

- 11.1 If he is expelled as a member by the Board;
- 11.2 If he is suspended as a member by the Disciplinary Committee and does not appeal same or if the suspension is upheld by the Board on appeal;
- 11.3 If by notice in writing to the Association he resigns as a member;
- 11.4 The Directors shall have the power, in their sole and absolute discretion, to terminate the membership of a member;
 - 11.4.1. The member is guilty of conduct detrimental to the interests and/or objects of the Association;
 - 11.4.2 The member has contravened the code of conduct of the Association through its actions, omissions or in any other way;
 - 11.4.3 It is detrimental to the interests of the Association that the member should continue to be a member of the Association;

11.4.4 The member, after written notice by the Association in accordance with the SAOA Rules, fails to pay the prescribed membership fee that may be due and payable within a reasonable time of such notice.

11.5 The Directors shall furnish their reasons for terminating the membership of a member to that member in writing.

11.6 A member whose membership has been terminated shall remain liable for all sums that may at the date of termination of his membership be due by him to the Association and shall not be entitled to any refund of any monies already paid nor have any claim against the Association.

12. GUARANTEE

12.1 Each member of the Association, on becoming a member of the Association, undertakes to contribute an amount of R2.00 (two Rand) to the assets of the Association in the event of it being wound up whilst he is a member of the Association or within 1 (one) year of that member ceasing to be a member of the Association, towards payment of the debts and liabilities of the Association contracted before he ceased to be a member of the Association and towards the costs, charges and expenses of the winding-up.

PART C: GENERAL MEETINGS

13. GENERAL MEETINGS

13.1 The Association, at such times as are prescribed in the Companies Act and in accordance with this MOI, shall hold general meetings of members to be known and described in the notices calling such meetings as annual general meetings.

13.2 The Board may, whenever they deem fit, convene a general meeting to be known as a Special General meeting, and a Special General Meeting shall also be convened on request by at least ten members of the Association having at the date of the lodgement of the request a right to vote at general meetings.

13.3 If at any time there shall not be within the Republic sufficient directors capable of acting to form a quorum, any director or any 2 (two) members of the Association may convene a general meeting in the same manner as nearly as possible as that in which meetings may be convened by the Board.

13.4 Every meeting of members shall, unless otherwise resolved by the Board, be held in the city or town in which the Association's registered office is for the time being situated.

14. FREQUENCY

14.1 The Association shall in each year hold an annual general meeting within 6 (six) months after the end of the Association's financial year.

15. NOTICE OF GENERAL MEETINGS

15.1 Notice of every General Meeting shall be given in any manner herein before authorised to every Member of the SAOA.

15.2 Subject to the provisions of the Companies Act:

15.2.1 Not less than 21 (twenty-one) clear days' notice in writing of an annual general meeting or of a general meeting at which a resolution is to be proposed, shall be given to all members;

15.2.2 Not less than 14 (fourteen) clear days' notice in writing of any other general meeting shall be given to all members.

15.3 The notice period as provided for in clause 16.2 shall be exclusive of the day on which the notice is served or deemed to be served and exclusive of the date of the meeting.

15.4 The notice of a general meeting shall state -

15.4.1 The place, day and hour of that meeting; and

15.4.2 The matters which will be considered at such meeting.

15.5 The inadvertent omission to give notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice, shall not invalidate the proceedings at that meeting.

16. PROCEEDINGS AT GENERAL MEETINGS

16.1 The annual general meeting shall deal with and dispose of all matters only as stated as agenda items, as prescribed by the Companies Act, including the consideration of the annual audited financial statements, the election of Directors and the appointment of an auditor and may deal with any other business laid before it.

16.2 Subject to the provisions of the Companies Act, no business shall be transacted at any general meeting unless a quorum of members is present at the time when the meeting proceeds to business.

16.3 Save as herein otherwise provided, a quorum at any general meeting shall be 25 (twenty five) members entitled to vote and who are present in person at the commencement and throughout the meeting.

16.4. If within 30 (thirty) minutes from the time appointed for the meeting a quorum is not present, the meeting, if convened upon the requisition of members, shall be dissolved; in any other case it shall stand

adjourned to a date within 14 (fourteen) days thereafter at a time and place to be determined by the Board on written notice shall be given to the members in the manner prescribed by the Statutes and, if at such adjourned meeting a quorum is not present within 30 (thirty) minutes from the time appointed for the meeting then, subject to the Statutes, the members or member present shall be a quorum.

16.5 The President, and failing him, the Vice-President, shall preside at every General Meeting of the Association

16.6 If there is no President or **Vice**-President or if at any General Meeting neither of them is present within fifteen minutes after the time appointed for holding of the Meeting, the Members present shall choose someone of their number to preside at the Meeting.

16.7 The President (or other Member presiding) may, with the consent of the Meeting, adjourn any meeting from time to time and from place to place, but no business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place. When a meeting is adjourned for thirty days or more, notice of the adjourned meeting shall be given as in the case of an original meeting.

17. VOTES OF MEMBERS AT GENERAL MEETINGS

17.1 At a Meeting of the Association every Member entitled to vote shall have one vote, whether on a show of hands or upon a proxy as per Clause 19:

17.2 At any general meeting a resolution put to the vote of the meeting shall be decided on a show of hands, unless a poll is (before the declaration of the result of the show of hands) demanded by:

17.2.1 The chairperson of the meeting; or

17.2.2 By at least 5 (five) members present in person or by a proxy having the right to vote at the meeting;

17.3 Any demand for a poll may be withdrawn.

17.4 The poll shall be taken in such a manner as the chairperson of the meeting directs and the results of the poll shall be deemed to be the decision of the meeting.

17.5 Where a poll is not demanded a declaration by the chairperson of the meeting that a resolution has been passed as well as a making of an entry to that effect in the book containing the minutes of the proceedings of general meetings, shall be conclusive evidence of the fact, without proof of the number or proportion of the votes recorded in favour of or against such resolution, that the resolution was so passed.

17.6 In the case of an equality of votes, the chairperson of the meeting shall have a second or casting vote.

18. PROXIES

- 18.1 The instrument appointing a proxy shall be in writing and signed by the appointer or by his agent duly authorised in writing.
- 18.2 Any proxy needs to be a voting member of the Association in good standing.
- 18.3 There shall be no restriction regarding the number of proxy votes that can be held by a member
- 18.4 The instrument appointing a proxy to vote at a meeting of the Association shall be deemed also to confer authority to demand or join in demanding a poll, and for the purposes of Section 198(1) of the Companies Act, a demand by a proxy shall be the same as a demand by a member.
- 18.5 The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority, shall be deposited at the office not less than 48 (forty-eight) hours before the time for holding the meeting at which the person named in the instrument proposes to vote and in default of complying herewith, the instrument of proxy shall not be treated as valid.
- 18.6. No instrument appointing a proxy shall be valid after the expiration of 6 (six) months from the date when it was signed, unless so specifically stated in the proxy itself and no proxy shall be used at an adjourned meeting which could not have been used at the original meeting.
- 18.7. The instrument appointing a proxy shall, subject to the provisions of Section 189 of the Companies Act, be in the form or as near thereto as circumstances permit as per Annexure A

19. RECORDS OF GENERAL MEETINGS

- 19.1 The Board shall cause a record to be made of the proceedings at every general meeting, including all resolutions passed at such meetings and shall cause such record and all resolutions passed to be inserted in a book provided for that purpose.
- 19.2 Any copy of any record or resolution referred to in clause 18.5, which purports to be signed by the President or any Director, shall be *prima facie* evidence of the matters stated therein.

PART D: DIRECTORS

20. DIRECTORS

20.1 NUMBER AND COMPOSITION

- 20.1.1. **The number of directors shall be a minimum of 4 (four) and a maximum of 9 (nine).**
- 20.1.2. At least 50% of the Board elected must be black as defined in the transformation blueprint annexed hereto.

- 20.1.3. The Association may at an Annual General Meeting (AGM) or a duly constituted Special General Meeting increase or reduce the number of directors, provided that members were informed, when notice of the meeting was given, of the proposal to increase or reduce the number of directors.
- 20.1.4 The Association at a meeting of members or the directors shall have power at any time, and from time to time, to co-opt any person as a director provided that the total number of directors shall not at any time exceed the maximum number fixed by the members of the Association or in terms of this MOI. The appointment of such co-opted directors shall be ratified at the first AGM after such co-option and may be valid until the subsequent AGM.
- 20.1.5. Provided the provisions of Clause 21.1.4 are met annually, these Directors may hold office for a term of 3 (three) years with a maximum of 2 (two) consecutive terms.
- 20.1.6. Any2 (two) directors may, and the secretary on the requisition of a director shall, at any time summon a meeting of the Board.
- 20.1.7. The Board may meet together for the despatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that the Board shall meet at least four times a year.
- 20.1.8. Unless otherwise resolved by the Board, all their meetings shall be held in the city or town where the Association's registered office is for the time being situated.
- 20.1.9. Questions arising at any meeting of the Board shall be decided by a majority of votes.
- 20.1.10. The President shall have a second or casting vote in the case of an equality of votes and in the absence of the president the duty will fall on the vice president and in the absence of the Vice President a director who is chairing the meeting.
- 20.1.11. The Board may determine what period of notice shall be given of meetings of directors and may determine the means of giving such notice. .
- 20.1.17. A quorum shall consist of a majority of the Directors.

21.2 LEADERSHIP ELIGIBILITY

21.2.1 Only voting members in good standing are eligible for nomination and election at the time of nomination or election

21.2.2 Only voting members in good standing are entitled to nominate or elect at the time of nomination or election.

21.2.3. Leadership eligibility shall be subject to the following criteria:

21.2.3.1. SAOA member in good standing

21.2.3.2. Not having been found guilty of unethical or illegal conduct within a two – year time- frame by a recognised authority , namely HPCSA AND/OR Court of Law and/or SAOA Disciplinary Committee.

21.3. ELECTIONS

21.3.1. Directors of the Association are elected by members of the Association in good standing and who are entitled to vote as stated in clause 22.3.4.1 of this MOI, with the exception of the executive directors, if any, who are appointed on contract by the board of directors.

21.3.1.1 Every candidate for election as a director must be nominated in writing (inclusive of electronic nominations) by a voting member of the Association.

21.3.2.1 Such nomination shall be lodged at the office prior to a specified time on a date to be notified each year to the members entitled to take part in such election.

21.3.3. Directors shall hold office for three years with the option to be eligible for re-election for a further term of three years, with the exception of the Immediate Past President:

21.3.3.1. After a lapse of one year a retired director is again eligible for election as a Director.

21.3.4. The election of directors of the Association shall be overseen by an Electoral Officer and at least one scrutineer appointed by the Board.

21.3.4.1. The electoral process shall be conducted in accordance with the Rules of the SAOA and the Companies Act.

22. ELECTION OF PRESIDENT AND VICE PRESIDENT

22.1. The Board shall from time to time elect 1 (one) of their body to the office of President and 1 (one) of their body to the office of Vice President, respectively, for such period of time under such conditions as set out in the MOI. The appointments of the President and of the Vice President shall terminate ipso facto if such person shall cease for any reason to be a director, or if the Association at any meeting of members shall resolve that such person's tenure be terminated.

22.2. The term of office of the President shall be two years.

22.2.1. The President, however, shall not serve for more than two consecutive terms

22.3 The Immediate Past President of the Association serves for an additional one year as director with full voting rights

22.5. The tenure for a director who serves as Vice President and/or President may exceed the tenure for directorships of three years.

22.5.1. There shall not be an automatic evolution from Vice President to the office of President.

23. REMUNERATION OF DIRECTORS

- 23.1. In addition to the President and the CEO, if any, and as is more fully set out in SAOA Rules, directors of the Association may be remunerated and may be paid all travelling, hotel and other expenses properly incurred by them in or about the performance of their duties as directors including those of attending and travelling to and from meetings of the Board or any committee of the Board or at any meeting of members of the Association, and may be paid a per day fee in the event that directors are required to be away from their places of work in the performance of their duties as directors.
- 23.2. The Board may remunerate the President of the Association in accordance with principles applied to Directors but, in addition, the President may receive a retainer on a monthly basis during tenure of office in respect of responsibilities and time, the amounts of which to be ratified at a general meeting of members.
- 23.3. In the event of any member of the Association being required to conduct work on behalf of the Association using his own time and facilities, the Board may remunerate such members in accordance with the agreed rate per hour or per day, in accordance with expense authorisation policies.
- 23.4. Every director, manager and officer of the Association and every person (whether an officer of the Association or not) employed by the Association as auditor shall be indemnified out of the funds of the Association against all liability incurred by him as such director, manager, officer or auditor in defending any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in connection with any application under the Companies Act 2008 or any amendment thereof in which relief is granted to him by the court.
- 23.5. The Board may motivate a change in monthly retainer to be paid to the President, and the directors' per day fees, the amounts to be confirmed at a General Meeting.

24. APPOINTMENT OF REPRESENTATIVES

- 24.1. The directors may at any time appoint any third party, whether or not they are a member of the Association and including any retired director or chairperson who is not eligible for re-election in terms of this MOI, to represent the Association and to contribute their expertise to the meetings of the Board.
- 24.2. The appointment of a representative shall be based on such person's expertise obtained in an industry, such as operational, financial and marketing.

24.3 For the sake of clarity, it is specifically recorded that the appointment of a representative as aforesaid shall only be valid for such period or for the performance of such task as the Directors in their sole discretion may require, after which period or fulfilment of the particular task the representative's appointment will terminate.

25 ROTATION OF DIRECTORS

25.1 It is the responsibility of the Board to ensure the balance of both continuity and new leadership. In this regard, the Board may introduce a rotation mechanism, should it be deemed necessary.

25.2. The President, Vice President and Immediate Past President are not subject to this ruling, but will serve on the Board of Directors until their respective terms of office, specified elsewhere, have expired.

25.3 Retiring directors shall be eligible for re-election up to a maximum of 2 (two) consecutive terms.

26. FILLING OF CASUAL VACANCIES ON THE BOARD OF DIRECTORS

26.1 The Directors may by unanimous resolution at any time appoint any other person as an additional director or to fill a casual vacancy, but so long as the total number of directors shall not at any time exceed 9 (nine) directors and in accordance this MOI.

26.2 The continuing directors may act notwithstanding any vacancy in their number, but, if and for so long as their number is reduced below the number fixed by or pursuant to this MOI as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or of convening a General Meeting of the Association, but for no other purpose.

27. DISQUALIFICATION OF DIRECTORS

27.1 Any director shall cease to be a director of the Association on the happening of any of the following events:

27.1.1. His estate is finally sequestrated;

27.1.2. He files a petition for the surrender of his estate as insolvent;

27.1.3. He is placed under curatorship by any court of competent jurisdiction;

27.1.4. A majority decision taken by the Directors at a Board meeting on the basis of poor performance, bringing the Board or Association into disrepute, or any transgression of the SAOA MOI, the SAOA Rules or Companies Act considered relevant by the Board .The procedures in such circumstances are to be included within the SAOA Policies and Procedures Manual.

27.1.5 He or she delivers a notice of his/her resignation at the office with effect from:

27.1.5.1 The date on which that notice is delivered; or

27.1.5.2 Any later date stated in that notice to which the Directors agree;

27.1.6 If he or she fails to attend 3 (three) consecutive meetings of directors without good cause; or

27.1.7 If he or she is directly or indirectly interested in any contract or proposed contract with the Association and fails to declare his/her interest and the nature thereof in the manner required by the Companies Act.

27.1.8. If he or she passes, publishes or causes to be published any information to the press, media, or any unauthorised party, directly or indirectly, which information is confidential or which information will bring the reputation of the Association in disrepute and/or intends to be detrimental to the Association in any way.

28. DUTIES OF DIRECTORS

28.1 The Board of Directors shall manage the Association and shall carry out the objects of the Association in such manner as it may deem fit and proper subject, however, to:

28.1.1 The general policy of the Association; and

28.1.2 Any instructions as may be laid down or given by the members at a General Meeting from time to time.

28.2 Without in any way derogating from the generality of the duties of the Directors, the Directors shall in particular be obliged to:

28.2.1 Administer any donations accepted in terms of Clause 36 and shall accept any donations which may be made by testamentary bequests or by donations *inter vivos* or by any other means, subject to the conditions set out in Clause 36.2.

28.2.2 From time to time open and/or hold a bank or similar account with an accredited financial institution in the name of the Association and to deposit in such account all moneys which are due to the Association in the first instance;

28.2.3 Administer the funds of the Association and income accruing to the Association in order to achieve the main object of the Association;

28.2.4 Utilise the funds of the Association solely for the main object of the Association or to invest funds available for investment only in accordance with the provisions of relevant legislation, as amended from time to time.

28.2.5 Remain informed and updated with regards to the current minutes, policies and codes of business of the Association, and to keep themselves updated by attending the required meetings.

- 28.3 The Directors shall not have the power to use the funds of the Association for the carrying on of any business or trading activity in the name of the Association otherwise than to the extent permitted in terms of any relevant legislation, as amended from time to time.
- 28.4 The Directors shall ensure that there are at least 4 (four) meetings of Directors per annum, 1 (one) meeting per quarter;
- 28.5. **Each Director shall familiarise himself or herself with the obligations, liabilities and responsibilities of directorship in accordance with the Companies Act, this MOI and the SAOA Rules and is compelled to conduct himself/herself accordingly with particular reference to respect for confidentiality and the principles relating to conflicts of interest.**

29. POWERS OF DIRECTORS

- 29.1. The business of the Association shall be managed by the Board who may exercise all such powers of the Association as are not by the Statutes or by these Articles required to be exercised by the Association at any meeting of members. No Rule instituted the Association at any meeting shall invalidate any prior act of the Board which would have been valid if that By-law had not been made.
- 29.2. The Board may from time to time appoint a CEO and a Financial Director, respectively, for such period and generally on such terms as they may think fit. The appointments of the CEO and Financial Director shall terminate ipso facto if the Board or the Association at any meeting of members resolves that such person's tenure be terminated, whereupon such member will no longer enjoy the privileges of a Director.
- 29.2.1. The CEO shall be responsible for carrying out all instructions as given by the Board from time to time with regard to the management of the Association.
- 29.3. The Board may from time to time entrust to and confer upon the President and/or the Vice President, CEO or Financial Director, if any, for the time being such of the powers vested in them as they may think fit, and may confer such powers for such time and to be exercised for such objects and upon such terms and with such restrictions as they may think expedient; and they may confer such powers either collaterally or to the exclusion of, and in substitution for, all or any of the powers of the Board, and may from time to time revoke or vary all or any of such powers.
- 29.4. The Board may establish various classes of awards and may award same in accordance with the By-laws.
- 29.5. The Board of the Association are authorised to appoint the secretary of the Association from time to time.
- 29.6. As regards all persons dealing in good faith with the Association, all acts done by any meeting of the Board or of a committee of the Board, or by any person acting as a director, shall,

notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such directors or persons acting as aforesaid, or that they or any of them were disqualified or had ceased to hold office or were not entitled to vote, be as valid as if every such person had been duly appointed or was qualified or had continued to be a director or was entitled to vote, as the case may be.

- 29.7. The Board may in their discretion, from time to time, raise or borrow from the members or other persons any sums of money for the purposes of the Association provided that any amount to be borrowed by the Association in excess of R100 000.00 (one hundred thousand rand) requires the approval of the Board and the CEO in writing.
- 29.8. The Board may secure the payment or repayment of any sums of money borrowed or raised in terms of Article 9 above or the payment of any debt, liability or obligation whatsoever of the Association or of a third party, in such manner and upon such terms and conditions in all respects as they think fit.
- 29.9. The directors shall have the power to co-opt professional persons onto the Board where specific expertise may be required.
- 29.10. Such co-opted professional persons shall serve on the Board subject to the discretion of the elected Board.
- 29.10.1. Co-opted professional persons may or may not have voting rights depending on the terms of his/her appointment by the Directors.
- 29.11.** The Board of Directors may delegate any of its powers to committees consisting of such persons as they deem fit. Any committee so formed shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on them by the Board.
- 30.11.1 The Board may establish a Disciplinary Committee and an Ethics Committee in accordance with the provisions as contained in the Rules of the SAOA.

30. PROCEEDINGS OF DIRECTORS' MEETINGS

- 30.1. The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meeting as they deem fit.
- 30.2. Directors may act notwithstanding any vacancy in their body, but if and so long as their number is reduced below the number fixed by this MOI as the necessary quorum of directors, the continuing directors may act for the purpose of increasing the number of directors to that number, or for convening a general meeting of the Association, but for no other purpose.

- 30.3 The Directors shall meet for the dispatch of business not less frequently than 4 (four) times a year.
- 30.4 Any director is at all times entitled to convene a meeting of the directors by giving fourteen (14) days' written notice to all directors, or such shorter notice as may be agreed to by all the directors.
- 30.5 The directors may participate in a meeting of the directors by means of conference telephone or similar equipment by means of which all persons participating in the meeting can hear each other at the same time and any such participation in a meeting shall constitute presence in person at the meeting.
- 30.6 All resolutions and actions of the directors shall be by way of a majority of votes.
- 30.7 Subject to the provisions of Sections 234 to 241 inclusive of the Companies Act, a director may vote in respect of any contract or proposed contract with the Association in which he is interested, or any matter arising therefrom with the proviso that the director concerned has declared his interest and the Board has approved eligibility to such vote .

31. EXECUTIVE COMMITTEE OF BOARD OF DIRECTORS

- 31.1 The Executive Committee of the Board shall consist of the Chairman of the Board (President), President-elect, the Director of Finances and the Chief Executive Officer.
 - 31.1.1 The Board of Directors may delegate any of its powers to the Executive Committee which shall report on any of its actions to the Board for ratification thereof.

32. RECORDS OF DIRECTORS' MEETINGS

- 32.1 The directors shall cause minutes to be made of all appointments of officers made by the Directors, the names of the directors present at each general meeting of the Directors and all resolutions passed by the directors at all meetings of the directors.
- 32.2 Minutes of any resolutions and proceedings mentioned in this MOI appearing in one of the minute books of the Association shall be proof of the facts therein stated if signed by:
 - 32.2.1 The Chairperson of the meeting to which it relates; or
 - 32.2.2 Any person present at the meeting and appointed by the directors to sign in the Chairperson's place; or
 - 32.2.3 The Chairperson of a subsequent meeting of the directors.

- 32.3. Any extracts from or copy of those minutes purporting to be signed by the Chairperson of that meeting, any director or the Executive Officer shall be *prima facie* proof of the facts therein stated.
- 32.4. Loose leaves of paper shall not be deemed to constitute a minute book unless they are bound together permanently without means provided for the withdrawal or insertion of leaves, and the pages or leaves are consecutively numbered.

PART E: GENERAL

33. REGIONAL REPRESENTATIVES

- 33.1. Regional Representatives may be appointed by the Board of Directors of the Association or may be elected by members in regions as deemed appropriated by the Directors.
- 33.2. Each Regional Representative shall manage the affairs of such Region in accordance with the SAOA Rules.

34. BORROWING POWERS

- 34.1. The Directors may from time to time, in their discretion, raise or borrow from the members or other persons any sum or sums of money for the purposes of the Association, provided that the amounts in the aggregate so raised or borrowed from time to time shall not exceed such amount as may be determined by the Association in a general meeting from time to time.
- 34.2. The Directors may raise or secure the repayment of such monies in such manner and upon such terms and conditions in all respects as they deem fit.

35. FINANCIAL YEAR

- 36.1. The financial year of the Association shall commence on 1 October and end on 30 September of each year.

36. ACCOUNTING RECORDS, FINANCIAL STATEMENTS AND AUDITOR

- 36.1. The Association shall maintain the necessary accounting records, which shall be accessible from its registered office, in accordance with Section 28 of the Companies Act.
- 36.2. The Association must maintain adequate records of all revenue received from donations, grants, and members' fees, or in terms of any funding contracts or arrangements with any party.
- 36.3. The Association shall prepare its financial statements in accordance with the provisions of the Companies Act.

36.4. Auditors shall be appointed and their duties regulated in accordance with the Companies Act.

37. SAFE CUSTODY OF DOCUMENTS

37.1. Any mortgage bond, title deed or other security belonging to or held by the Association shall be registered in the name of the Association and no such security may be transferred, disposed of or otherwise alienated except with the approval of the Board.

37.2. All such securities shall be kept in safe custody in safes or strong rooms at the office or with a bank, as the Board may determine.

38. LIMITATION OF LIABILITY OF DIRECTORS

38.1. Each director, manager, executive officer and other officer of the Association, and person employed by the Association, shall be indemnified by the Association against any liability incurred by him from time to time in that capacity in defending any proceedings (whether civil or criminal) in which judgment is given in his favour or in which he is acquitted or in respect of any of those proceedings which are abandoned or in connection with any application made under Section 248 of the Companies Act in which relief is granted to him by a court of competent jurisdiction.

39. VALIDATION

39.1. As regards all persons dealing in good faith with the Association, all acts done by any meeting of the Board or of a committee of the Board, or by any person acting as a director, shall, notwithstanding that it be afterwards discovered that there was some defect in the appointment or continuance in office of any such directors or persons acting as aforesaid, or that they or any of them were disqualified or had ceased to hold office or were not entitled to vote, be as valid as if every such person had been duly appointed or was qualified or had continued to be a director or was entitled to vote, as the case may be.

40. NOTICES

40.1. A notice may be served by the Association upon any member either personally **or in writing**.

40.2. Any notice, if served by post, shall be deemed to have been served on the day following that on which it is posted, and in proving such service it shall be sufficient to produce a certificate under the hand of the Manager or other officer of the Association, stating that the letter containing the notice was properly addressed and posted as prepaid letter and such certificate shall be evidence also of the contents of such notice.

41. PROHIBITION ON DISTRIBUTION OF INCOME AND PROPERTY

41.1. The income and property of the Association, whencesoever derived, shall be applied solely towards the promotion of the Association's main object and no portion thereof shall be paid or transferred directly or indirectly, by way of dividend, bonus or otherwise howsoever to the members of the Association or to its controlling or controlled Association, provided that nothing

herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Association, or to any member thereof, as remuneration for any services actually rendered to the Association.

42. WINDING-UP

42.1. Upon its winding-up, de-registration or dissolution, the assets of the Association remaining after the satisfaction of all its liabilities shall be given or transferred to some other association or institution or association(s) having similar objects to be determined by the members of the Association at or before the time of its dissolution, or failing such determination, by the Court.

43. CHANGES TO THE MOI

43.1. Any changes to this MOI, including a change to the name of the Association, shall be adopted at a General Meeting of members in accordance with Clause 14 of this MOI.

SAOA TRANSFORMATION CHARTER CONTENTS

- 1 Preamble
- 2 Definitions
- 3 Strategic Principles
- 4 SAOA Policies
- 5 Objectives
- 6 Strategies
- 7 Action Plan
- 8 Time Frames

PREAMBLE

As per the SAOA Memorandum of Incorporation (MOI), the main business of the SAOA is to carry on an Association for registered members of the optometric profession and shall represent the interests of its members, and in doing so, the interests of the profession, generally, as well as the public. In this regard the Association is committed to equality and to eradicating the inequities of the past.

Addressing issues such as leadership, procurement, education and enterprise development, the Transformation Charter was developed because the SAOA considers Black Economic Empowerment and Transformation (as defined within the Charter) to be key to:

- Redressing the inequalities of the past

- Operating philosophies and practice
- Long Term stability and growth in the Association and Industry as a whole
- Creating a diverse workforce
- Creating synergy between economic growth, development and empowerment.

DEFINITIONS

Act – includes any code of good practice or regulation made under Act No.53 of 2003:
Broad Based Black Economic Empowerment Act, 2003

Amendment Bill – refers to the BBBEE Amendment Bill 2014

Association – means South African Optometric Association, incorporated under Section 21, formed to promote and protect the interests of the optometrically related professions As well as the public

Black People - is a generic term which means Africans, Coloureds, Indians and Chinese

Broad Based Black Economic Empowerment - means the economic empowerment of All black people including women, workers, youth, people with disabilities and people Living in rural areas through diverse but integrated socio-economic strategies that include But are not limited to:

- Increasing the number of black people that manage, own and control enterprises And productive assets
- Facilitating ownership and management of enterprises and productive assets by Communities, workers, cooperatives, and other collective enterprises
- Human resources and skills development
- Achieving equitable representation in all occupational categories and levels in the Work force
- Preferential procurement and
- Investment in enterprises that are owned or managed by black people

Historically Disadvantaged Individual(s) - refers to Black, Coloured, Indian, Chinese, Female and Disabled South Africans .For the purpose of the Charter, emphasis to be Placed on Black females.

Historically Disadvantaged Optometrist (HDO) – refers to Black, Coloured, Indian, Chinese, Female and Disabled South Africans who are registered as optometrists.

Members – refers to ordinary members of the SAOA as defined by the SAOA Articles of Association i.e. Optometrists and Dispensing Opticians.

MOI - means The SAOA Memorandum of Incorporation.

Optometrically Related Professions – means Optometrists and Dispensing Opticians i.e. 'The 'ordinary 'members of the SAOA

Transformation - means a process of change to provide opportunities for the development and Advancement of historically disadvantaged SAOA members on the basis of competency Or qualification and by incorporating the principles of mentorship programmes and skills Transference

STRATEGIC PRINCIPLES

This process, as described above, gave rise to the establishment of Transformation as a key strategic area and a vision to guide the following principles:

1. The strategic approach to transformation is to embed transformation into the strategic, technical and operational processes of the Association where the transformation agenda will form part of the day to day activities within the Association .This will be supported by a people-driven approach to transformation where people will be able to set sustainable, measurable, attainable and relevant transformational inputs and targets
2. The SAOA seeks to become an organization of repute through its policy of relevance to the changing South Africa .The aim is to transform the Association at all levels and to use the SAOA Vision as a catalyst for change within the Association and within the Professions.
3. The SAOA accepts that people are different and embraces this diversity .The policy of continuous learning and development is designed to unlock the potential for all members , creating and nurturing an environment in which individuals feel part of the Association, where contribution is encouraged and valued , and output, creativity and excellence are recognized and rewarded.
4. The SAOA is committed to actively address the principles of transformation within the professions of optometry and dispensing opticians in the form of promotion, education and encouragement with a particular emphasis on academic institutions in terms of student intake and academic appointments

SAOA CHARTER ON TRANSFORMATION

The SAOA embraces transformation in accordance with the published DTI Scorecard related to Broad Based Black Economic Empowerment.

In particular the SAOA policy on Transformation addresses the following key areas:

1 Leadership Equity –The SAOA commits itself to taking measures to ensure representation of black, female and disabled professionals throughout the entire infrastructure of the Association, with particular emphasis on but not restricted to the Directorate and Regional Representatives

2 Employment and Membership Equity -The SAOA commits itself to the removal of all forms of discrimination on all policies, procedures and practices and the implementation of actions to ensure that proper interventions are implemented to achieve:

- Upgraded skills
- Organizational Development

3 Business Equity- The SAOA commits itself to the empowerment of previously disadvantaged business through:

- Supplier Sourcing
- Marketing /Relationship management aimed at black optometrists and dispensing opticians
- Developing value added services to the previously disadvantaged

4 Community Involvement –The SAOA commits itself to the establishment of social responsibility programmes to accommodate previously disadvantaged communities

5 Skills Development – The SAOA commits itself to the institution of sustainable mechanisms to ensure the transference of skills and knowledge throughout its infrastructure to benefit previously disadvantaged members and office bearers.

OBJECTIVES

- Acceptable levels of HDI representation throughout entire SAOA infrastructure in accordance with BBBEE Score Card
- SAOA membership - **60 %** of registered HDI optometrists and dispensing opticians
- 50% HDI representation on Directorate
- 50% HDI representation within Administration
- Presidency /Vice Presidency – 50% HDI representation
- Establishment of appropriate Mentorship Programmes
- Adequate information base re attitudes, perceptions, Needs, wants of HD Optometrists

STRATEGY

- **Intensive, concerted** Membership Drive;
- Market and marketing Research;
- Principle of Co-Option of Office Bearers;
- **Succession planning, mentorship and transference of skills programmes**

ACTION PLAN

- **Focus group meetings and surveys to ascertain attitudes and perceptions of black optometrists and dispensing opticians;**
- **Ensure role clarity at all levels – Terms of Reference;**
- BEE accreditation;
- **Institute training of all office bearers – advocates, chairpersons, committee members, directors, regional representatives, etc;**
- Close liaison with students;
- Transformation to appear on agenda at every **Board** meeting
- Regular Transformation report back to membership
- Arrange Focus Groups
- Review Regional Rep Positions – HD members to be co-opted
- Ensure Role clarity re all office bearers capacities i.e. Terms of Reference
- Institute training programmes for all office bearers – chairpersons, committee members, regional representatives, advocacy, fiduciary responsibilities, directors etc etc.
- Institute effective measurement and monitoring re progress
- Institute Budget

ENDS