The Pretoria Institute for Architecture a region of SAIA (The South African Institute of Architects)

CONSTITUTION
2015

All words underlined are **region** specific

FOREWORD

The Pretoria Institute for Architecture is a region of the South African Institute of Architects. It is the natural successor of the Pretoria Institute of Architects (originally founded 1993)

CONSTITUTION

1 THE REGION

1.1 The name of the organisation is: The Pretoria Institute for Architecture, 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 Gauteng Province of South Africa and shall comprise: The City of Tshwane Metropolitan Municipality [all regions], the City of Metsweding District Municipality, the West Rand District Municipality [region north of the N14] and the City of Ekurhuleni Metropolitan Municipality [region north of the N12]).

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 5;

2.13 **"president"** means the president of the region elected in terms of clause 7.3.1;

2.14 **"region"** means the The Pretoria Institute for Architecture, 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 the fees, subscriptions and levies payable by its annual or other long-term **members** in terms of this constitution and the **by-laws** 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**.

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 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 The Pretoria Institute for Architecture, a region SAIA;

6.3.2 Life members:
the titles “Life Member of The Pretoria Institute for Architecture, a region of SAIA”;

6.3.3 Honorary members:
the title “Honorary Member of The Pretoria Institute for Architecture, a region of SAIA;

6.3.4 Retired members:
the title “Retired Member of The Pretoria Institute for Architecture, a region of SAIA;

6.3.5 Candidate members:

the titles: “Candidate Member of The South African Institute of Architects” and “Candidate Member of The Pretoria Institute for Architecture, a region of SAIA;

6.3.6 Affiliate members:
the titles: “Affiliate Member of The Pretoria Institute for Architecture, a region of SAIA;

6.3.7 Business affiliate
the title: A Business Affiliate of The Pretoria Institute for Architecture 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.

6.4.2 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.**

6.4.3 The names of **members** shall be recorded in a register.

6.4.4 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.

6.5.2 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.**

6.5.3 Upon acceptance as a **member** of the **region** such **member** shall become liable for the prescribed annual subscription.

6.5.4 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.

6.5.5 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**.

6.5.6 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.**

6.5.7 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.

6.5.8 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 OFFICER 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, shall 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 Convenors 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 **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.

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) (*c*A) (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 confirmation of this constitution being accepted by its membership. Voting arranged for the AGM on 28 October 2015