

## Printing Industries Federation of South Africa NPC

# Special General Meeting

Tuesday 17 November 2020

14h30

Microsoft Teams Meeting

## Minutes

### 1. Present

Messrs	L Wright (LW) - Voting	President
	D Joubert (DJ) – Voting	PIFSA Past President
	AM Mahomed (AMM) – Voting	PIFSA Chief Executive Officer
	G Currie (GC) - Voting	KwaZulu-Natal Chamber Chairman
	K Leid (KL) – Voting	PIFSA Director (Training)
	Z Bagus (ZB) – Voting	PIFSA Director (Member Development & Operations)
	L Mc Dowall (LMcD) - Voting	Cape Chamber Chairman
Mesdames	Monya Burger (MB)	Northern Chamber Chairman
	A Fosi (AF) – Voting	Government Printing Works

### 2. Apologies

None received.

### 3. Quorum

The President welcomed those present at the meeting.

Total number of proxies collected were Central Chamber 59 (fifty-nine) Cape Chamber nil (no proxies), Northern Chamber 1 (one) and KwaZulu-Natal 15(fifteen). The number of members physically present were 6 (six). Total members present or by proxy were 81 (eighty-one) and 104 (one hundred and four) were required to pass the special resolution to adopt the MOI.

As the quorum requirements had not been met in proxy or in person, the President indicated that the ratification of the next item will be carried over to the next meeting in February 2021.

**4. Ratify and Adopt the Constitution & MOI for the Printing Industries Federation of South Africa NPC**

The President asked if any member present or by proxy had voted against. No members present or by proxy voted against adopting the Memorandum of Incorporation (MOI) of the Company in line with the provisions of the Companies Act 71 of 2008 and no members present or by proxy voted against adopting the amended Constitution of the Company.

**5. General (items brought to the meeting post agenda finalisation)**

No further items raised.

**6. Closure**

The President thanked everyone in attendance. The CEO voiced a special thanks to the Board for their time and to Ms Alinah Fosi in particular. He wished all a safe festive holiday.

The meeting was adjourned at 14H50

# Notice and Agenda

## Printing Industries Federation of South Africa NPC

### NOTICE OF SPECIAL GENERAL MEETING

Notice is hereby given that a SPECIAL GENERAL MEETING of members of the PRINTING INDUSTRIES FEDERATION OF SOUTH AFRICA NPC

- i. To approve the Memorandum of Incorporation (MOI) of the Company in line with the provisions of the Companies Act 71 of 2008  
and
- ii. To approve the Constitution of the Company

**Tuesday 16 February**

**14h00**

**Microsoft Teams Meeting**

### AGENDA

1. Opening and welcome
2. Attendance register
  - Present (in person or by proxy)
  - Apologies
3. Ratification and Adoption of the Constitution & MOI for the Printing Industries Federation of South Africa NPC
4. General (items brought to the meeting post agenda finalisation)
5. Closure

## **MEMORANDUM OF INCORPORATION**

**COMPANIES ACT, 71 OF 2008**

**PRINTING INDUSTRIES FEDERATION OF SOUTH AFRICA NON-PROFIT COMPANY**

**(“Company”)**

MOI OF A NON-PROFIT COMPANY ADOPTING A UNIQUE MOI AS CONTEMPLATED IN SECTION 13(1)(a)(ii) OF THE COMPANIES Act, 2008

Registration No. of company

1990/001772/08

The form of MOI for non-profit companies as prescribed in the Companies Regulations, 2011, as may be amended from time to time, will not apply to the Company.

**ARTICLE 1 – INTERPRETATION**

**ARTICLE 2 – INCORPORATION AND NATURE OF THE COMPANY**

**ARTICLE 3 – MEMBERS OF THE COMPANY**

**ARTICLE 4 – DIRECTORS AND OFFICERS**

## ARTICLE 1 – INTERPRETATION

### 1. INTERPRETATION AND DEFINITIONS

1.1 Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below will, when used in this MOI, bear the meanings ascribed to them and cognate words and expressions will bear corresponding meanings:

1.1.1 Act – the Companies Act, 71 of 2008 (as amended);

1.1.2 Associate Member/s – any Person who is a supplier to the Printing Industry who is eligible to join a Chamber and who is a Non-Voting member;

1.1.3 Board – the board of Directors of the Company from time to time;

1.1.4 Cape Chamber – a local branch office of the Company situated in Cape Town;

1.1.5 Central Chamber – a local branch office of the Company situated in Johannesburg;

1.1.6 Chairman – refers to the Chairman of the Company who may also be referred to as the President;

1.1.7 Chamber – a local branch office of the Company which is comprised of the Central Chamber, Northern Chamber, KZN Chamber and the Cape Chamber and which chambers may be designated from time to time by the Directors;

1.1.8 Committee – A committee which will be formed by the Directors as contemplated in clause 6.109;

1.1.9 Company – Printing Industries Federation of South Africa, registration number, 1990/001772/08, a non-profit company duly registered and incorporated under the laws of the RSA;

1.1.10 Constitution – the Constitution of the Company, as amended from time to time, which *inter alia* contains the Company's vision and purpose, financial policy, corporate structure, corporate governance principles and dissolution principles;

- 1.1.11 Honorary Member/s – any natural person who by reason of their eminence in the industry or public life by reason of outstanding service to the Company may be admitted to a Chamber, on the authority of the Board in terms of clause 3.2.3, if they are eligible and who is a non-voting member;
- 1.1.12 KZN Chamber – a local branch office of the Company situated in Durban, RSA;
- 1.1.13 Ordinary Members – any legal person or company who is eligible to join a local Chamber of the Company and which is a Voting Member and specifically excludes Special Members, Associate Members and Honorary Members;
- 1.1.14 Members – collectively the Voting Members and the Non-Voting Members;
- 1.1.15 MOI – this agreement together with all annexures and addenda hereto;
- 1.1.16 National Office – which is the head office of the Company situated in Johannesburg;
- 1.1.17 Non-Voting Members – comprises Associate Members, Honorary Members and Special Members which are Non-Voting Members;
- 1.1.18 Northern Chamber – a local branch office of the Company situated in Pretoria;
- 1.1.19 Person – a natural person, a juristic entity, a company (whether foreign or domestic), firm or association, close corporation, trust or partnership whether incorporated or unincorporated;
- 1.1.20 Printing Industry – the printing industry in its broadest sense, including all visual communications, the production of printed matter and/or packaging and signage as well as auxiliary, ancillary and subsidiary services to the printing industry;
- 1.1.21 Regional Executive Committee – Ordinary members of the Chamber, appointed from time to time, and who voluntarily accept, to represent the other local Members;

- 1.1.22 Regulations – The regulations under the Act (as amended);
  - 1.1.23 RSA – the Republic of South Africa;
  - 1.1.24 Rules - any rules made by the Company as contemplated in section 15(3) to (5) of the Act;
  - 1.1.25 Special Members – any Person which falls outside the jurisdiction of a Chamber of the Company and which is a Non-Voting Member;
  - 1.1.26 Voting Members – includes Ordinary Members which each have one vote per paying member from time to time in respect of all matters pertaining to the Members of the Company.
- 1.2 Clause and paragraph headings are for purposes of reference only and will not be used in interpretation.
  - 1.3 Unless the context clearly indicates a contrary intention, any word denoting any gender includes the other gender, the singular includes the plural and vice versa, natural persons includes artificial persons and vice versa and insolvency includes provisional or final sequestration, liquidation, judicial management or business rescue.
  - 1.4 When any number of days is prescribed such number will exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the RSA, in which case the last day will be the next succeeding day which is not a Saturday, Sunday or a public holiday in the RSA. A reference to a business day is a reference to any day excluding Saturday, Sunday and a public holiday in the RSA.
  - 1.5 A reference to days (other than to a business day), months or years will be a reference to calendar days, months or years, as the case may be.
  - 1.6 When any time or date is referred to in this MOI same will be deemed to be a reference to such time and/or date, as the case may be, in the RSA.
  - 1.7 Where figures are referred to in numerals and in words and there is any conflict between the numerals and words, the words will prevail.

- 1.8 No provision herein will be construed against or interpreted to the disadvantage of any party by reason of such party having or being deemed to have structured, drafted or introduced such provision.
- 1.9 The use of the word "including" followed by specific examples will not be construed so as to limit the meaning of the general wording preceding it.
- 1.10 Any reference to any statute, regulation or legislation is a reference to such statute, regulation or legislation as at date of signature thereof and as amended or substituted from time to time.
- 1.11 If any provision in a definition is a substantive provision confirming any right or imposing any obligation on any party, then notwithstanding that it is only in the definition clause, effect will be given to it as if it was a substantive provision in this MOI.
- 1.12 Unless any annexure provides otherwise, any annexure to this MOI will be deemed to be incorporated in and form part of this MOI.
- 1.13 Any provision of this MOI which contemplates performance or observance subsequent to any termination or expiration of this MOI will survive any termination or expiration of this agreement and continue in full force and effect notwithstanding that the clauses themselves do not expressly provide for this.
- 1.14 If any provision in a definition is a substantive provision conferring a right or imposing an obligation on any Person, then, notwithstanding that it is only in a definition, effect will be given to that provision as if it were a substantive provision in the body of this MOI.
- 1.15 Where any term is defined within a particular clause other than this clause 1, that term will bear the meaning ascribed to it in that clause wherever it is used in this MOI.
- 1.16 Any capitalised word or expression that is defined in the Act and that is not otherwise defined in this MOI will have the meaning assigned to it in the Act.
- 1.17 A reference to a "section" refers to the corresponding section of the Act.



1.18 In accordance with the Act, in any instance where there is a conflict between a provision (be it express, or tacit) of this MOI and a provision of the Constitution, the provision of this MOI will prevail to the extent of the conflict; provided that, if -

1.18.1 any provision of the Constitution merely supplements, but is not inconsistent with, this MOI; or

1.18.2 that provision of this MOI itself provides for the Constitution to prevail; or

1.18.3 the Act (including, for the avoidance of doubt, the Transitional Arrangements) does not require the MOI to take precedence over the Constitution,

Then that provision of the Constitution will prevail.

1.19 In any instance where there is a conflict between a provision of this MOI and an alterable provision of the Act, the provision of this MOI will prevail to the extent of the conflict, provided that such alterable provision of the Act expressly allows for the Company to adopt the conflicting provision.

1.20 In any instance where there is a conflict between a provision of this MOI and an unalterable provision of the Act, the unalterable provision of the Act will prevail to the extent of the conflict.

## **2. ARTICLE 2 – INCORPORATION AND NATURE OF COMPANY**

### **2.1 Incorporation**

2.1.1 The Company was first incorporated in 1990 and is now a non-profit company with Members as defined in the Act.

2.1.2 The Company is incorporated in accordance with and governed by the alterable provisions of the Act that are applicable to non-profit companies, subject to the limitations, extensions, variations or substitutions contemplated in this MOI.

### **2.2 Main and Ancillary Objects and Powers of the Company**

2.2.1 The main and ancillary objects of the Company are as follows:

- 2.2.1.1 to adhere to the principles set out in the Constitution (as amended from time to time) of the Company;
- 2.2.1.2 to provide representation and protect the Printing Industry's interests with government, sectoral bodies and any other relevant entity, in policy matters that affect the operations of the Company;
- 2.2.1.3 to ensure that the interests of the Printing Industry are taken into consideration by relevant government departments in any legislation that might affect the Members;
- 2.2.1.4 to ensure that the Members are represented either directly or indirectly on national bodies that may affect such Members' interests;
- 2.2.1.5 to provide competitively priced and relevant services to the Members;
- 2.2.1.6 to actively campaign for access to lower priced raw materials for the Printing Industry;
- 2.2.1.7 to encourage Members to address the challenges of prevailing market factors and to assist in providing solutions to Members to meet such challenges;
- 2.2.1.8 to encourage sound practice amongst the Members in the areas of financial management, industrial relations and general business practice;
- 2.2.1.9 to provide a forum for the Members to discuss common needs within the confines of legislation;
- 2.2.1.10 to provide support services to the Members of the Printing Industry and to conduct all ancillary and necessary activities in relation to thereto;
- 2.2.1.11 to adhere to all legislation and regulations there under pertaining to non-profit Companies which may be applicable

from time to time in the RSA, including, *inter alia* the Non-Profit Organisations Act, No.71 of 1997 (as amended);

- 2.2.1.12 to receive subscriptions from the Members which will be utilised towards the objects and ancillary objects of the Company;
- 2.2.1.13 to receive irrevocable grants and donations from donors, which income and property will be applied solely towards the promotion of the objects as set forth in this MOI and the Constitution of the Company, as amended from time to time, and no member, Director, employee or any other person of the Company will have any personal claim on any of the said income or property of the Company;
- 2.2.1.14 no part of the income or property of the Company will be paid or transferred directly or indirectly by way of dividend, bonus or otherwise howsoever by way of profit to any of its Members, Directors, employees or any other person, provided that nothing herein contained will prevent the payment in good faith of remuneration to any Member, Director, employee thereof or to any other person in return for services rendered to the Company, or the payment in good faith of expenses incurred by any such person in providing such services;
- 2.2.1.15 to confer, consult, maintain contact and co-operate with any authorities, associations, societies, institutions, non-profit organisations, non-governmental organisations and/or bodies of persons established or to be established in the RSA or elsewhere to promote the aforementioned objects of the Company;
- 2.2.1.16 to make arrangements for the carrying on of the work of the Company and for such purpose to engage and provide in whole or in part for the salaries, pensions, superannuation and gratuities for Directors, officers, servants and employees of the Company;

- 2.2.1.17 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges in South Africa for the promotion of the objects of the Company and to construct, maintain and alter any buildings or erections necessary, convenient or fitted for the work of the Company;
- 2.2.1.18 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company;
- 2.2.1.19 to administer the affairs and property of the Company in all respects without any restrictions whatsoever and in the same manner as an individual may manage his own affairs and property and, in particular:
- 2.2.1.20 to take over and acquire all the property and assets of the Company and to assume the obligations of the Company and to do all such acts and things as may be incidental thereto, including but not limited to:
  - 2.2.1.20.1 to seek and accept donations and legacies;
  - 2.2.1.20.2 to borrow monies, whether on the security of any or all of the property of the Company, or without security;
  - 2.2.1.20.3 to invest the funds of the Company not immediately required for its purposes in such manner as which may be prescribed by the Board;
  - 2.2.1.20.4 to accept obligations and liabilities;
  - 2.2.1.20.5 to undertake and execute any trusts which may be lawfully undertaken by the Company in order to further its objects;
  - 2.2.1.20.6 to establish and support, or aid in the establishment and support of, any association or institution having objects similar to those of the Company and to

subscribe or guarantee money for purposes calculated to further its objects;

2.2.1.20.7 to give guarantees to registered financial institutions and any similar bodies whether in pursuance of continuing arrangements or not and generally to provide such assistance in connection with the Printing Industry.

2.2.2 Upon dissolution of the Company:

2.2.2.1 no past or present Member or Director of the Company, or person appointing a Director of the Company, is entitled to any part of the net value of the Company after its obligations and liabilities have been satisfied; and

2.2.2.2 the Company's net assets must be distributed to one or more non-profit companies carrying on activities within the RSA, voluntary associations or non-profit trusts having objects similar to the Company's main objects; and such distribution may take place as follows:

2.2.2.2.1 by way of special resolution of its Members; or

2.2.2.2.2 by its Directors, at or immediately before the time of the Company's dissolution; or

2.2.2.2.3 by the court, if the Members or the Directors fail to make such determination as contemplated in clauses 2.2.2.2.1 and 2.2.2.2.2.

2.2.3 Save for the objects of the Company, the purposes and powers of the Company are subject to the restrictions, limitations or qualifications, as contemplated in section 19(1)(b)(ii) of the Act and accordingly this MOI is constituted in accordance with the alterable provisions of the Act, subject to any negation, restriction, limitation, qualification, extension or other alteration that is contemplated in an alterable provision.

## 2.3 **Amendment of the Memorandum of Incorporation**

2.3.1 The Company is subject to section 15(2)(b) of the Act and accordingly, this MOI may only be amended in the following manner:

2.3.1.1 if a special resolution to amend the MOI is proposed by the Members entitled to exercise at least 10% (ten per cent) of the voting rights that may be exercised on such a resolution and it is adopted at a duly constituted quorate Voting Members meeting as contemplated in section 16(1)(c)(bb) of the Act;

2.3.1.2 in compliance with a court order as contemplated in section 16(4) which requires that the amendment must be effected by resolution of the Board and does not require a special resolution as contemplated in section 16(1)(c)(ii) of the Act; or

2.3.1.3 in accordance with section 16(c)(ii) of the Act is adopted at a Members meeting, or in accordance with section 60 of the Act, subject to section 60(3) of the Act; which provides that an election of a Director that could be conducted at a Members' meeting may instead be conducted by written polling of all the Members entitled to exercise voting rights in relation to the election of that Director;

2.3.1.4 in accordance with section 17 of the Act which provides that the Board, or an individual authorised by the Board, may alter the MOI in any manner necessary to correct a patent error in spelling, punctuation, reference, grammar or similar defect on the face of the document by publishing a notice of the alteration, in any manner required or permitted by the MOI or the rules of the Company; and filing a notice of the alteration in accordance with the section 17 of the Act.

## 2.4 **Rules of Company**

The Board's authority to make, amend or repeal rules for the Company is not restricted and limited and accordingly the Board of the Company may make Rules as contemplated in section 15(3) of the Act.

## 2.5 **Application of optional provisions of Companies Act, 2008 – Transparency and Accountability Requirements**

The Company elects in terms of section 34(2) to submit voluntarily to the provisions of Chapter 3 of the Act.

## 2.6 **Constitution of the Company**

2.6.1 The Company will have a Constitution which will, *inter alia*, determine the management structures of the Company, the committees of the Company and any other matters that the Members may deem relevant to the management and governance of the Company which matters are not dealt with in this MOI.

2.6.2 The Constitution of the Company must be adopted by way of a special resolution of the Members of the Company and may only be amended by way of a special resolution of the Members of the Company.

## 3. **ARTICLE 3 - MEMBERS OF THE COMPANY**

The Company has Voting Members and Non-Voting Members.

### 3.1 **Voting Members – Ordinary Members**

3.1.1 The Company has Voting Members which consist of Ordinary Members which are each entitled to exercise 1 (one) vote each as contemplated in 1.1.26.

3.1.2 Ordinary Members are eligible to join the Company through the Chamber.

### 3.2 **Non-Voting Members – Associate Members, Honorary Members and Special Members**

3.2.1 The Company has Non-Voting Members which are Associate Members, Honorary Members and Special Members.

3.2.2 Associate Members are prohibited from taking up any employment or office bearing position at any Chamber.

3.2.3 Honorary Members may be admitted as such by the Board.

### **3.3 Application and Admission for Membership**

3.3.1 Admission to membership of the Company is conditional upon approval by the Board or the relevant Chamber's Executive Committee, as the case may be, and the Board or the relevant Chamber's executive committee reserves the right in its sole and absolute discretion to reject any Admission to Membership.

3.3.2 Applications for admission to membership of the Company or re-admittance to membership of the Company will be determined in accordance with the Constitution of the Company.

### **3.4 Subscriptions**

The subscriptions for Membership to the Company will be determined by the Board from time to time, provided that different subscription rates may be determined for the different classes of Membership.

## **4. RIGHTS OF MEMBERS**

### **4.1 Member's Authority to Act**

Save as otherwise provided for in this MOI, any matter that is required to be referred by the Board to the Member for a decision may be decided by the Member (who is both a Director and a natural person) at any time after being referred by the Board, without notice or compliance with any other internal formalities as contemplated in section 57(4)(a)(i), (ii) and (iii).

### **4.2 Member's Right to Information**

4.2.1 The Members and Directors of the Company are entitled to inspect the register of Members and Directors of the Company during business hours, and any other person will be entitled to inspect the register of the Members and Directors of the Company upon payment of a fee of not more than R100 (one hundred Rand).

4.2.2 Subject to the information rights set out in Part 3 of the Promotion of Access to Information Act, 2000 (Act No. 2 of 2000), this MOI does not establish additional information rights in respect of any person with respect



to information pertaining to the Company and accordingly this MOI is restricted.

#### **4.3 Representation by Concurrent Proxies**

4.3.1 The right of a Voting Member to appoint 1 (one) person concurrently as proxy, as contemplated in section 58(3)(a) of the Act is not limited, restricted and/or varied by this MOI.

4.3.2 A proxy appointment must be in writing and signed by the Voting Member, and remains valid for 1 (one) year after date of signature or for any longer or shorter period expressly set out in such appointment, unless it is revoked as contemplated in section 58(4) of the Act.

#### **4.4 Authority of Proxy to Delegate**

The right of a Voting Member's proxy to delegate the appointed proxy's powers to another person, as contemplated in section 58(3)(b) of the Act is limited or restricted to the extent that a proxy may not delegate its proxy.

#### **4.5 Requirement to deliver proxy instrument to the Company**

The requirement that a Voting Member must deliver to the Company a copy of the instrument appointing a proxy before that proxy may exercise the Voting Member's rights at a quorate Voting Members meeting, as contemplated in section 58(3)(c) of the Act is not varied by this MOI and accordingly a Voting Member must deliver to the Company, or to any other person acting on behalf of the Company, a copy of the proxy before the member is entitled to exercise any of the rights of such Voting Member at a Members meeting.

#### **4.6 Deliberative Authority of Proxy**

The authority of a Voting Member's proxy to decide without direction from the Voting Member whether to exercise, or abstain from exercising any voting right of the Voting Member, and thereby exercise its deliberative authority is restricted as contemplated in section 58(7) of the Act.

#### **4.7 Record date for exercise of Members Rights**

If, at any time, the Company's Board fails to determine a record date for the exercise of Voting Members rights as contemplated in section 59, the record date is determined in accordance with section 59(3) of the Act whereby the record date is in the case of a meeting, the latest date by which the Company is required to give notice to Voting Members of that meeting; or the date of the action or event, in any other case.

## **5. MEMBERS MEETINGS**

### **5.1 Board's Requirement to hold meetings**

5.1.1 The Board of the Company may request a Members' meeting at any time as contemplated in section 61(1) of the Act.

5.1.2 Subject to sections 60 and 61 of the Act, the Company may in its Constitution stipulate any other parties which may request a Member's Meeting and the procedure therefore.

### **5.2 Member's right to requisition a meeting**

The right of Members to requisition a meeting, as contemplated in section 61(3) may be exercised by at least 10 (ten percent) of the Voting Members.

### **5.3 Location of Members' Meetings**

The authority of the Board to determine the location of any Members' meeting, and the authority of the Company to hold any such meeting in the RSA or in any foreign country as contemplated in section 61(9) is not limited by this MOI and accordingly the Board may determine the location for any Members' meeting of the Company and a Members' meeting of the Company may be held in the RSA or in any other foreign country.

### **5.4 Notice of Members' Meetings**

5.4.1 The minimum number of days for the Company to deliver a notice of a Members' meeting to the Members as contemplated in section 62(2) of the Act is 7 (seven) business days before the meeting commences.

5.4.2 Notice of Member's meetings can be sent in writing or electronically to the Members as contemplated in section 6(10) of the Act.

## 5.5 **Electronic participation in Members' meetings**

5.5.1 The authority of the Company to conduct a Members' meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as contemplated in section 63 of the Act is not limited by this MOI and accordingly the following applies:

5.5.1.1 the Voting Member or its proxy must present reasonably satisfactory identification;

5.5.1.2 the Voting Members' meeting may be conducted entirely by electronic communication; or

5.5.1.3 by one or more Voting Members or proxies for such Voting Members to participate by electronic communication in all or part of a quorate Voting Members' meeting that is being held in person, so long as the electronic communication employed ordinarily enables all persons to communicate concurrently with each other without an intermediary, and to participate reasonably effectively in the meeting.

## 5.6 **Quorum for Members' meetings**

5.6.1 The quorum requirement for a Members meeting to commence, or for a matter to be considered requires that at least 20% (twenty percent) of the Voting Members entitled to exercise voting rights in respect of a matter to be decided and representing not less than 2 (two) Chambers are present at the meeting either personally or by proxy.

5.6.2 The time periods allowed in sections 64(4) and (5) of the Act:

5.6.2.1 apply to the Company without variation and accordingly if within 1 (one) hour after the appointed time for a meeting to begin, the requirements for a quorum for that meeting have not been satisfied, the meeting is postponed without motion, vote or further notice for a period of 1 (one) week;

- 5.6.2.2 or if there is other business on the agenda of the meeting, consideration of that matter may be postponed to a later time in the meeting without motion or vote, or
  - 5.6.2.3 If there is no other business on the agenda of the meeting, the meeting is adjourned for 1 (one) week without motion or vote and without further notice.
- 5.6.3 The person intended to preside at a meeting that cannot begin due to a quorum being absent, may extend the 1 (one) hour limit allowed in 5.6.2.1, 5.6.2.2 or 5.6.2.3 for a reasonable period on the grounds that:
- 5.6.3.1 exceptional circumstances affecting weather, transportation or electronic communication have generally impeded or are generally impeding the ability of Voting Members to be present at the meeting; or
  - 5.6.3.2 one or more particular Voting Members, having been delayed, have communicated an intention to attend the meeting, and those Voting Members, together with others in attendance, would satisfy the requirements for a quorum have not been met.
- 5.6.4 The authority of a meeting to continue to consider a matter as contemplated in section 64(9) of the Act is not limited or restricted by this MOI.

## 5.7 **Adjournment of Members meetings**

- 5.7.1 An adjournment of a Members' meeting, or consideration of a matter being debated at such meeting may either be to a fixed time and place or until further notice as contemplated in section 64(11)(a) of the Act. Further notice need only be given to Members of the adjourned meeting in the event that the adjournment specified "until further notice" as contemplated in section 64(11)(b) of the Act.
- 5.7.2 The maximum period allowable for an adjournment of a Members' meeting is:

- 5.7.2.1 beyond the earlier of the date that is 120 (one hundred and twenty) business days after the Record Date determined in accordance with section 59(12)(a) of the Act; or
- 5.7.2.2 the date that is 60 (sixty) business days after the date on which the adjournment occurred.
- 5.7.3 The authority of a meeting to continue to consider a matter as contemplated in section 64(8) of the Act is not limited or restricted by this MOI. Section 64(8) of the Act states: *"If, at the time appointed in terms of this section for a postponed meeting to begin, or for an adjourned meeting to resume, the requirements of subsection (1), or (3) if applicable, have not been satisfied, the shareholders, or in the case of a non-profit company, the members of the company present in person or by proxy will be deemed to constitute a quorum"*.

## 5.8 Ordinary and Special Members Resolutions

- 5.8.1 For an ordinary resolution to be adopted by the Voting Members at a quorate Members' meeting, it must be supported by at least 51% (fifty one percent) of the Members who voted on the resolution at a quorate meeting, as provided for in section 65(7) of the Act or the minimum percentage of Members voting on the resolution.
- 5.8.2 For a special resolution to be adopted at a Members meeting, it must be supported by at least 75% (seventy five percent) of the Voting Members at a quorate meeting who voted on the resolution, as provided for in section 65(9) of the Act or the minimum percentage of Members who voted on the resolution.
- 5.8.3 A special resolution adopted at a Members meeting is required in addition to the matters contemplated in section 65(11) of the Act as follows:
  - 5.8.3.1 to amend the MOI to the extent required by section 16(1)(c);
  - 5.8.3.2 to approve the sale of more than 75% (seventy five percent) of the Company's major assets
  - 5.8.3.3 to approve the voluntary winding up of the Company.

## 6. ARTICLE 4 – DIRECTORS AND OFFICERS

### 6.1 Composition of the Board of Directors – Executive and Non-Executive

- 6.1.1 The Board comprises a minimum of 4 (four) Directors (two executive Directors and two non-executive Directors). Executive Directors will be employees of the Company, on such terms and conditions of employment as to remuneration and otherwise as the Directors or the remuneration committee appointed for such purpose may recommend to the Board.
- 6.1.2 The appointment of an executive Director as an employee of the Company will, without prejudice to any claim of any nature whatsoever which any such Director may have against the Company, cease if for any reason he ceases to be a Director.
- 6.1.3 In addition to the elected Directors, the Constitution will determine if there will be any *ex officio* Directors of the Company as contemplated in section 66(4) of the Act.
- 6.1.4 No Person will have the right to effect the direct appointment or removal of one or more Directors as contemplated in section 66(4)(a)(i) of the Act.
- 6.1.5 In addition to satisfying the qualification and eligibility requirements contemplated in section 69 of the Act, to become or remain a Director or a Prescribed Officer of the Company, a person need not satisfy any further eligibility requirements or qualifications, unless specified otherwise in the Constitution of the Company from time to time
- 6.1.6 Subject to section 70(2) of the Act, a person who becomes ineligible or disqualified while serving as a Director of the Company ceases to be entitled to continue to act as a Director immediately.
- 6.1.7 Each elected non-executive Director of the Company serves a term of 2 (two) years; and may stand for re-election for any further period of 2 (two) years thereafter.
- 6.1.8 Each appointed Director who is an employee of the Company serves for an indefinite term, unless they cease to be a Director as contemplated in clause 6.3.4.

## 6.2 **Nomination and Appointment of Alternate Directors**

6.2.1 Each Director may, by notice to the Company, -

6.2.1.1 nominate any one or more than one Person in the alternative (including any of his co-Directors) to be his Alternate Director; and

6.2.1.2 at any time, terminate any such appointment.

6.2.2 The appointment of an Alternate Director will terminate when the Director to whom he is an Alternate Director -

6.2.2.1 ceases to be a Director; or

6.2.2.2 terminates his appointment.

6.2.3 An Alternate Director will -

6.2.3.1 subject to this MOI, generally exercise all the rights of the Director to whom he is an Alternate Director in the absence or incapacity of that Director; and

6.2.3.2 in all respects be subject to the terms and conditions existing with reference to the appointment, rights and duties and the holding of office of the Director to whom he is an Alternate Director, but will not have any claim of any nature whatsoever against the Company for any remuneration of any nature whatsoever, unless otherwise agreed to between the Company and such Alternate Director.

## 6.3 **Vacancies, Nominations and Removal of Directors**

6.3.1 Should the number of Directors comprising the Board fall below 4 (four) then the remaining Directors, must as soon as possible, and, in any event, not later than 3 (three) months from the date that the number of Directors falls below the minimum, fill the vacancies in the manner provided for in 0.

6.3.2 A failure by the Company to have the minimum number of Directors during the 3 (three) month period does not limit or negate the authority of the

Board or invalidate anything done by the Board or the Company as contemplated in section 66(11) of the Act.

6.3.3 In the event that there is a vacancy on the Board (which includes the maximum quota of Directors not being filled) any existing Director may nominate candidates to comprise the Board. The Director nominating a new candidate must provide written notice to the Company and the Board at the Registered Office of the Company of such new candidates.

6.3.4 A Director will cease to be Director in the following circumstances:

6.3.4.1 where a Director dies or resigns as contemplated in section 70(b)(i) of the Act;

6.3.4.2 where a Director becomes incapacitated to the extent that the person is unable to perform the functions of a Director, and is unlikely to regain that capacity within a reasonable time, subject to section 71(3) of the Act;

6.3.4.3 where a Director becomes ineligible or disqualified to act as a Director as contemplated in section 69 of the Act, subject to section 71(3) of the Act; or

6.3.4.4 where a Director is removed by resolution of the Board, other than the Director concerned, in terms of section 70(b)(vi)(bb) subject to 71(3) of the Act; or

6.3.4.5 as contemplated in section 69(6)(a) of the Act, where a Director absents himself from meetings of Directors for 6 (six) consecutive months without the leave of the other Directors, and they resolve that his office will be vacated, provided that this provision will not apply to a Director who is represented by an Alternate Director who does not so absent himself.

## 6.4 Election and Appointment of Directors



- 6.4.1 The first Directors are the incorporators of the Company. Any subsequent Directors will be elected by the Board of the Company.
- 6.4.2 All new Directors so nominated must be elected and duly appointed by way of ordinary resolution of the Board at a duly constituted quorate meeting of Directors as contemplated in section 66(4)(a) of the Act.
- 6.4.3 The Board may appoint a Person who satisfies the requirements for election as a Director to fill any vacancy and serve as a Director of the Company on a temporary basis until the vacancy has been filled by election in terms of clause 6.4.1, and during that period any Person so appointed has all of the powers, functions and duties, and is subject to all of the liabilities, of any other Director of the Company and the authority of the Board in this regard will not be limited or restricted by this MOI. The appointment of a Director to fill such casual vacancy or as an addition to the Board must be confirmed by the Directors in the next Directors' meeting.

## 6.5 **Chairman**

- 6.5.1 The Board will be entitled to elect a Chairman of the Board and the Board will be entitled to determine the period for which they hold office. In the event of a quorate meeting of Directors, the Chairman will have a casting vote in the event of deadlock save in the event where the quorum of Directors is two, the Chairman will not be permitted to have a casting vote if only two Directors are present at a meeting of Directors.
- 6.5.2 The Chairman of the Board or, failing him, the deputy chairman of the Board (or if more than one of them is present and willing to act, the most senior of them) will preside as the Chairman of each meeting of the Board; provided that, if no Chairman or deputy chairman is present and willing to act, the Board present will elect one of the Directors to be the Chairman of that meeting of the Board.
- 6.5.3 The Chairman will subject to the Act, the Regulations, this MOI and the Constitution determine the procedure to be followed at all meetings of the Board.

6.5.4 The Chairman may serve a maximum term of 2 (two) years and may only stand for re-election for 1 (one) further term thereafter, where after a new Chairman must be elected.

## 6.6 Authority of the Board

6.6.1 The authority of the Board to manage and direct the business and affairs of the Company, as contemplated in section 66(1) of the Act is not limited by this MOI.

S66(1)

6.6.2 The business and affairs of the Company will be managed by or under the direction of the Board, which will have the authority to exercise all of the powers and perform all of the functions of the Company, except to the extent that the Act or this MOI provides otherwise.

## 6.7 Directors' Meetings

6.7.1 The authority of the Board to consider a matter other than at a meeting contemplated in section 74 of the Act is not limited or restricted by this MOI.

6.7.2 The right of the Directors to requisition a meeting of the Board is varied as contemplated in section 73(2) of the Act and accordingly a Director may call a meeting of the Board at any time providing at least 25% (twenty five percent) of the Directors comprising the Board agree to do so.

6.7.3 The authority of the Board to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as contemplated in section 73(3) is not limited or restricted by this MOI.

6.7.4 The authority of the Board to determine the manner and form of providing notice of its meetings, as contemplated in section 73(4) is not limited or restricted by this MOI.

6.7.5 The authority of the Board to proceed with a meeting despite a failure or defect in giving notice of the meeting, as contemplated in section 73(5) is not limited or restricted by this MOI and accordingly:

- 6.7.5.1 all the Directors of the Company acknowledge actual receipt of the notice; are present at a meeting; or waive notice of the meeting, the meeting may proceed even if the Company failed to give the required notice of that meeting, or there was a defect in the giving of the notice;
- 6.7.5.2 at least 2 (two) of the Directors must be present at a meeting before a vote may be called at a meeting of the Directors;
- 6.7.5.3 each Director has 1 (one) vote on matters before the Board;
- 6.7.5.4 at least 2 (two) of the Directors must cast a vote on a resolution in order to approve that resolution; and in the case of a tied vote, the Chairman may cast a deciding vote, if the Chairman did not initially have a or cast a vote; or the matter being voted on fails.

## 6.8 **Directors' Remuneration**

- 6.8.1 The Company may pay reasonable remuneration to its Directors for services as a Director; provided that such remuneration must be approved as contemplated in subsection section 66(8) of the Act in accordance with a special resolution approved by the Members within the previous 2 (two) years.
- 6.8.2 The Directors will be paid all travelling, subsistence and other expenses properly and necessarily incurred by them in or about the business of the Company and in attending meetings of the Directors or committees thereof; and if any Director is required to perform extra services, to reside abroad or be specifically occupied about the Company's business.

## 6.9 **Indemnification and Director's Insurance**

- 6.9.1 For the purposes of this clause 6.9, a Director includes a former Director and an Alternate Director; a Prescribed Officer; and a Person who is a member of a committee of the Board, irrespective of whether or not the Person is also a member of the Board.

6.9.2 The Company may, as contemplated in sections 78(4), 78(5) and 78(7) of the Act, -

6.9.2.1 advance expenses to a Director to defend litigation in any proceedings arising out of the Director's service to the Company; and

6.9.2.2 directly or indirectly indemnify a Director for expenses contemplated in clause 6.9.2.1, irrespective of whether or not it has advanced those expenses, if the proceedings -

6.9.2.3 are abandoned or exculpate that Director; or

6.9.2.4 arise in respect of any liability for which the Company may indemnify the Director, in terms of clause 6.9.2.5;

6.9.2.5 indemnify a Director against any liability arising from the conduct of that Director, other than a liability set out in section 78(6) of the Act; and

6.9.2.6 purchase insurance to –

6.9.2.6.1 protect a Director against any liability or expense for which the Company is permitted to indemnify the Director in accordance with clause 6.9.2.5;

6.9.2.6.2 protect the Company against any contingency, including any expenses that the Company is permitted to advance in accordance with clause 6.9.2.1; or for which the Company is permitted to indemnify a Director in accordance with clause 6.9.2.2; or any liability for which the Company is permitted to indemnify a Director in accordance with clause 6.9.2.5.

and the authority of the Board in this regard is not limited or restricted by this MOI.

6.9.3 The Company will and is hereby obliged to indemnify each Director against (and pay to each Director, on demand by that Director, the amount of) any

loss, liability, damage, cost (including all legal costs reasonably incurred by the Director in dealing with or defending any claim) or expense ("**Loss**") which that Director may suffer as a result of any act or omission of that Director in his capacity as a Director; provided that –

6.9.4 this indemnity will not extend to any Loss –

6.9.4.1 against which the Company is not permitted to indemnify a Director by section 78(6) of the Act; or

6.9.4.2 any Loss arising from any gross negligence or recklessness on the part of that Director, or

6.9.4.3 any Loss of or damage to reputation;

6.9.4.4 in the event and to the extent that the Director has recovered or is entitled and able to recover the amount of that Loss in terms of any insurance policy (whether taken out or paid for by the Company or otherwise);

and Directors will not be entitled to recover the Losses referred to in this clause 6.9.4 from the Company. All losses other than those referred to in this clause 6.9.4 are referred to herein as "**Indemnified Losses**";

6.9.5 each Director's right to be indemnified by the Company in terms of this indemnity will exist automatically upon his/her becoming a Director and will endure even after he/she ceases to be a Director until he/she can no longer suffer or incur any Indemnified Loss;

6.9.6 then –

6.9.6.1 if any claim is made against a Director in respect of any Indemnified Loss, the Director will not admit any liability in respect thereof and the Director will notify the Company of any such claim within a reasonable time after the Director becomes aware of such claim, in order to enable the Company to contest such claim. Notwithstanding the afore going provisions of this clause 6.9.6, the Company's liability in terms of this indemnity will not be affected by any failure of the Director to comply with this clause 6.9.6, save in the event and to the

extent that the Company proves that such failure has resulted in the Indemnified Loss being greater than it would have been had the Director complied with this clause 6.9.6;

6.9.6.2 the Company will, at its own expense and with the assistance of its own legal advisers, be entitled to contest any such claim in the name of the Director until finally determined by the highest court to which appeal may be made (or which may review any decision or judgment made or given in relation thereto) or to settle any such claim and will be entitled to control the proceedings in regard thereto; provided that -

6.9.6.2.1 the Director will (at the expense of the Company and, if the Director so requires, with the involvement of the Director's own legal advisers) render to the Company such assistance as the Company may reasonably require of the Director in order to contest such claim;

6.9.6.2.2 the Company will regularly, and in any event on demand by the Director, inform the Director fully of the status of the contested claim and furnish the Director with all documents and information relating thereto which may reasonably be requested by the Director;

6.9.6.2.3 the Company will consult with the Director prior to taking any major steps in relation to or settling such contested claim and, in particular, before making or agreeing to any announcement or other publicity in relation to such claim;

6.9.7 to the extent that any Loss consists of or arises from a claim or potential claim that the Company might otherwise have had against the Director, then the effect of this indemnity will be to prevent the Company from making such claim against the Director, who will be immune to such claim, and such claim will therefore be deemed not to arise;

- 6.9.8 if this clause 6.9 is amended at any time, no such amendment will detract from the rights of the Directors in terms of this clause in respect of any period prior to the date on which the resolution effecting such amendment is adopted by the Directors;
- 6.9.9 all provisions of this clause 6.9.3 are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision of this clause 6.9.3 which is or becomes unenforceable, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, will, only to the extent that it is so unenforceable, be treated as *pro non scripto* and the remaining provisions of this agreement will remain of full force and effect;
- 6.9.10 this indemnity will not detract from any separate indemnity that the Company may sign in favour of the Director.

#### 6.10 **Committees of the Board**

- 6.10.1 The Board may, as contemplated in section 72 of the ACT -
- 6.10.1.1 appoint any number of committees comprising of Directors;
  - 6.10.1.2 delegate to any committee the authority of the Board; and
  - 6.10.1.3 include any Person who is not a Director of the Company on such committees as contemplated in section 73(2)(a) of the ACT,
- and, accordingly, the authority of the Board in this regard is not limited or restricted by this MOI.
- 6.10.2 The authority of a committee appointed by the Board, as contemplated in section 72(2)(b) and (c) in this MOI is not limited by this MOI.
- 6.10.3 The authority and power of the committees, as contemplated in section 72(2) of the ACT, is not limited or restricted by this MOI, but may be restricted by the Board when establishing a committee or by subsequent resolution.

6.10.4 The Company is subject to the enhanced accountability and transparency requirements in Chapter 3 of the Act and accordingly it is required to appoint an audit committee. Furthermore, the Company will appoint a remuneration committee.

## **7. GENERAL PROVISIONS**

### **7.1 Limitation of Liability**

No person will, solely by reason of being an incorporator of the Company be liable for any liabilities or obligations of the Company.

### **7.2 Borrowing Powers of the Company**

The Board of the Company may from time to time exercise unlimited borrowing powers in respect of the Company in the ordinary course of business.

### **7.3 Financial Year End of the Company**

The financial year-end of the Company will be 31 December of each consecutive year.

### **7.4 Director's Right to Information**

The Directors of the Company, without limitation, have a right to inspect and copy, without any charge for such inspection or upon payment of no more than the prescribed fee in terms of the Regulations, all information contained in the records of the Company.





Federation of Printing, Packaging,  
Signage & Visual Communication

Reg No.: NPC (1990/001772/08)



# CONSTITUTION OF PRINTING INDUSTRIES FEDERATION OF SOUTH AFRICA (PIFSA) NON-PROFIT COMPANY

**National Office:** 575 Lupton Drive, Halfway House Midrand, Gauteng 1682, South Africa  
Tel: +27 (0)11 287 1160 | [info@printingsa.org](mailto:info@printingsa.org)

**DIRECTORS:** *Chief Executive Officer:* Dr AM Mahomed | *Non-Executive Directors:* LRS Wright (President); A Read; DH Joubert; GD Currie; M Burger; MJ Wiese | *Executive Directors:* Dr AM Mahomed (CEO); KA Leid (British); Z Bagus  
PRINTING SA is a brand of the PIFSA NPC

[www.printingsa.org](http://www.printingsa.org)



Thus, approved by the Board of the Printing Industries Federation of South Africa on:

At \_\_\_\_\_ (place), \_\_\_\_\_ (day) \_\_\_\_\_ (month) \_\_\_\_\_ (year)

\_\_\_\_\_  
Mr LRS Wright  
President

\_\_\_\_\_  
Dr AM Mahomed  
Chief Executive Officer

\_\_\_\_\_  
Mr A Read  
Non-Executive Director

\_\_\_\_\_  
Mr DH Joubert  
Non-Executive Director

\_\_\_\_\_  
Ms M Burger  
Non-Executive Director

\_\_\_\_\_  
Mr L McDowall  
Non-Executive Director

\_\_\_\_\_  
Mr GD Currie  
Non-Executive Director

\_\_\_\_\_  
Mr K Leid  
Director

\_\_\_\_\_  
Mr Z Bagus  
Director

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## **1. CONSTITUTION, NAME AND CORPORATE PERSONALITY**

- 1.1. This is the Constitution of the body known as "Printing Industries Federation of South Africa ", also trading as Printing SA, which Federation is the national body which duly represents the interests of the printing, packaging, branding, creative design, marketing and communications industries and strives to ensure that the industries are sustainable and that all stakeholders and members prosper, hereinafter referred to as PIFSA.
- 1.2. The provisions of this Constitution are founded upon and shall be implemented and administered in the recognition of the objectives of the federation and the supremacy of Constitution of the Republic of South Africa (1996), the rule of law and good corporate governance.

## **2. DEFINITIONS AND ABBREVIATIONS USED**

For the purposes of this Constitution, the following words and expressions shall have the following meanings unless the subject or context indicates otherwise:

- 2.1. "Act" the Companies Act, 71 of 2008 (as amended);
- 2.2. "A.G.M." means the Annual General Meeting of Members held in accordance with the provisions of this Constitution.
- 2.3. "Associate Member/s" means any Person who is a supplier to the Printing Industry who is eligible to join a Chamber and who is a Non-Voting member.
- 2.4. "Appeal Board" means a body of appeal appointed by the Board in terms of this Constitution.
- 2.5. "Annual Financial Statements" means the annual audited balance sheet, income and expenditure account, AIRC report and Auditor's report.
- 2.6. "Audit, Investment and Risk Committee" means the committee duly formed to perform the duties set out in clause 11 below and hereinafter referred to as "AIRC".
- 2.7. "Board" means the board of Directors of the Company.
- 2.8. "Cape Chamber" means a local branch office of the Company situated in Cape Town
- 2.9. "Central Chamber" means a local branch office of the Company situated in Johannesburg
- 2.10. "Chairman" means the duly appointed Chairperson of the Board

- 2.11. "Chamber" means a local branch office of the Company which is comprised of the Central Chamber, Northern Chamber, KZN Chamber and the Cape Chamber and which chambers may be designated from time to time by the Board
- 2.12. "Committees" means the Regional Executive Committee, Audit, Investment and Risk Committee, Remuneration Committee, Marketing Committee, and the Training council to be formed by the Board
- 2.13. "Company" means Printing Industries Federation of South Africa, registration number, 1990/001772/08, a non-profit company duly registered and incorporated under the laws of the RSA
- 2.14. "Compliance" means that the members, chambers or individual has fulfilled the necessary provisions of this Constitution in regard to specific requirements as contained herein, and as such is regarded as being in good standing with PIFSA.
- 2.15. "Constitution" means this Constitution with the Schedule/s thereto, as amended from time to time.
- 2.16. "Day" means a calendar day and "Working day" means a calendar day excluding Saturdays, Sundays and Public Holidays.
- 2.17. "Honorary Members" any natural person who by reason of their eminence in the industry or public life by reason of outstanding service to the Company may be admitted to a Chamber, on the authority of the Board if they are eligible and who is a non-voting member.
- 2.18. "Income Tax Act" means the Income Tax Act, 58 of 1962 (as amended)
- 2.19. "Kwa-Zulu Natal Chamber" means a local branch office of the Company situated in Durban
- 2.20. "Member/s" means collectively the Voting Members and the Non-Voting Members
- 2.21. "Month" means a calendar month.
- 2.22. "National Office" means the Head Office of the Company situated in Johannesburg.
- 2.23. "Non-Voting Members" means Associate Members, Honorary Members and Special Members which are Non-Voting Members
- 2.24. "Northern Chamber" means the local branch office of the Company situated in Pretoria
- 2.25. "Ordinary Members" means any legal person or company which is eligible to join a local Chamber of the Company and which is a Voting Member and specifically excludes Special Members, Associate Members and Honorary Members
- 2.26. "Ordinary General Meeting" means a meeting convened in terms of this Constitution."
- 2.27. "Person" means a natural or legal person.
- 2.28. "PIFSA" means the body recognised in the industry which duly represents the interests of the printing, packaging, branding, creative design, marketing and communications industries

- 2.29. "President" means the President of PIFSA, duly elected in terms of this Constitution.
- 2.30. "Printing Industry" means the printing industry in its broadest sense and includes the production of printed matter and/or packaging as well as auxiliary, ancillary and subsidiary services to the printing, packaging, branding, creative design, marketing, and communications industry industries
- 2.31. "Regional Executive Committee (REC)" means the Ordinary members of the Chamber, appointed from time to time, and who voluntarily accept, to represent the other local Members and hereinafter referred to as "REC"
- 2.32. "Remuneration Committee" means the committee duly formed to perform the duties set out in clause 11 below and hereinafter referred to as "RC"
- 2.33. "RSA" means the Republic of South Africa
- 2.34. "Rules & Regulations" means the rules and regulations of PIFSA
- 2.35. "Special Members" means any Person which falls outside the jurisdiction of a Chamber of the Company and which is a Non-Voting Member
- 2.36. "Secretary" means the person appointed by the board of PIFSA, to be employed in terms of an employment contract. It is specifically recorded that such person may be a member of the Board but shall not be entitled to any voting rights in terms of this Constitution.
- 2.37. "Special General Meeting" means a meeting convened in terms of this Constitution.
- 2.38. "Training Council" means the council duly formed to perform the duties set out in clause 11 below and hereinafter referred to as "TC"
- 2.39. "Voting Members" means Ordinary Members which each have one vote per paying member from time to time in respect of all matters pertaining to the Members of the Company.
- 2.40. "Year" means a calendar year.
- 2.41. Any words indicating one gender includes the other.

### **3. INTERPRETATIONS**

- 3.1. The headings to the clauses or paragraphs of this Constitution are for descriptive purposes only and shall not be used in the interpretation hereof.
- 3.2. Unless the context indicates a contrasting intention, the singular shall include the plural and vice versa.

#### **4. HEADQUARTERS**

The National Office Headquarters shall be in Gauteng, Republic of South Africa and shall remain at that place until the Board shall decide that the National Office shall be moved to another place, provided that the National Office shall always be at a place within the Republic of South Africa.

#### **5. AREA OF JURISDICTION OF PIFSA**

The geographical area of jurisdiction of PIFSA shall be the Republic of South Africa.

#### **6. OBJECTIVES OF PIFSA**

- 6.1 The Federation is a non-profit organisation established for the following objectives:
- 6.1.1 to provide representation and protect the Printing Industry's interests with government, sectoral bodies, and any other relevant entities, in policy matters that affect the operations of the industry
  - 6.1.2 to ensure that the interests of the Printing Industry are taken into consideration by relevant government departments in any legislation that might affect the Members
  - 6.1.3 to ensure that the Members are represented either directly or indirectly on national bodies that may affect such Members' interests
  - 6.1.4 to provide competitively priced and relevant services to the Members
  - 6.1.5 to actively campaign for access to lower priced raw materials for the Printing industry
  - 6.1.6 to encourage Members to address the challenges of prevailing market factors and to assist in providing solutions to Members
  - 6.1.7 to encourage sound practice amongst the Members in the areas of financial management, industrial relations, and general business practice
  - 6.1.8 to provide a forum for the Members to discuss common needs within the confines of legislation
  - 6.1.9 to provide support services to the Members of the Printing Industry and to conduct all ancillary and necessary activities in relation thereto

- 6.1.10 to adhere to all legislation and regulations pertaining to non-profit Companies which may be applicable from time to time in the RSA, including, *inter alia* the Non-Profit Organisations Act, No.71 of 1997 (as amended)
- 6.1.11 to receive subscriptions from the Members which will be utilised towards the objects and ancillary objects of the Company
- 6.1.12 to receive irrevocable grants and donations from donors, which income and property will be applied solely towards the promotion of the objects as set forth in the MOI and the Constitution of the Company, as amended from time to time, and no member, Director, employee or any other person of the Company will have any personal claim on any of the said income or property of the Company
- 6.1.13 to confer, consult, maintain contact and co-operate with any authorities, federations, societies, institutions, non-profit organisations, non-governmental organisations and/or bodies of persons established or to be established in the RSA or elsewhere to promote the aforementioned objects of the Company
- 6.1.14 to make arrangements for the carrying on of the work of the Company and for such purpose to engage and provide in whole or in part for the salaries, pensions, superannuation and gratuities for Directors, officers, servants and employees of the Company
- 6.1.15 to purchase, take on lease or in exchange, hire or otherwise acquire any real or personal property and any rights or privileges in South Africa for the promotion of the objects of the Company and to construct, maintain and alter any buildings or erections necessary, convenient or fitted for the work of the Company
- 6.1.16 to sell, let, mortgage, dispose of or turn to account all or any of the property or assets of the Company; to administer the affairs and property of the Company in all respects without any restrictions whatsoever and in the same manner as an individual may manage his own affairs and property and, in particular:
  - 6.1.16.1 to take over and acquire all the property and assets of the Company and to assume the obligations of the Company and to do all such acts and things as may be incidental thereto, including but not limited to:
  - 6.1.16.2 to seek and accept donations and legacies
  - 6.1.16.3 to borrow monies, whether on the security of any or all of the property of the Company, or without security
  - 6.1.16.4 to invest the funds of the Company not immediately required for its purposes in such manner as which may be prescribed by the Board
  - 6.1.16.5 to accept obligations and liabilities



- 6.1.16.6 to undertake and execute any trusts which may be lawfully undertaken by the Company in order to further its objects
- 6.1.16.7 to establish and support, or aid in the establishment and support of, any Federation or institution having objects similar to those of the Company and to subscribe or guarantee money for purposes calculated to further its objects
- 6.1.16.8 to give guarantees to registered financial institutions and any similar bodies whether in pursuance of continuing arrangements or not and generally to provide such assistance in connection with the Printing, packaging, signage, or visual communication industry.
- 6.1.17 The income and property of the Federation shall be used solely for the promotion of its stated objectives. The members and the office-bearers shall have no rights to the property or other assets of the Federation solely by virtue of them being members or office-bearers. No portion of the income, funds or property of the Federation shall be paid or distributed directly to any person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of the Federation or of any Management Committee, except as:
- 6.1.17.1 reasonable compensation for services actually rendered to the Federation
- 6.1.17.2 reimbursement of actual costs or expenses reasonably incurred on behalf of the Federation.
- 6.1.18 Upon the dissolution of the Federation, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst Members, but shall be transferred by donation to some other public benefit organisation which the Board of the Federation (and failing which any division of the High Court) considers appropriate and which has objectives the same or similar to the objectives of the Federation:
- 6.1.18.1 which has been approved in terms of section 30 of the Income Tax Act, or
- 6.1.18.2 any institution, board or body which is exempt from tax under the provisions of section 10(1) (CA), which has as its sole or principal object the carrying on of any public benefit activity, or
- 6.1.18.3 any department of state or administration in the national or provincial or local sphere of government of the Republic contemplated in section 10(1) (a) or (b).
- 6.1.19 The Federation intends to apply to the Commissioner for the South African Revenue Service for exemption from appropriate taxes and duties, in compliance with the provisions of the Income Tax Act and in order to qualify this Constitution.

## **7. ORGANISATIONAL STRUCTURE**

7.1. PIFSA consists of chambers and members as defined by their geographical areas as set out in this Constitution, and as such they shall be obliged to promote, develop and participate in the objectives of PIFSA.

### **Chambers**

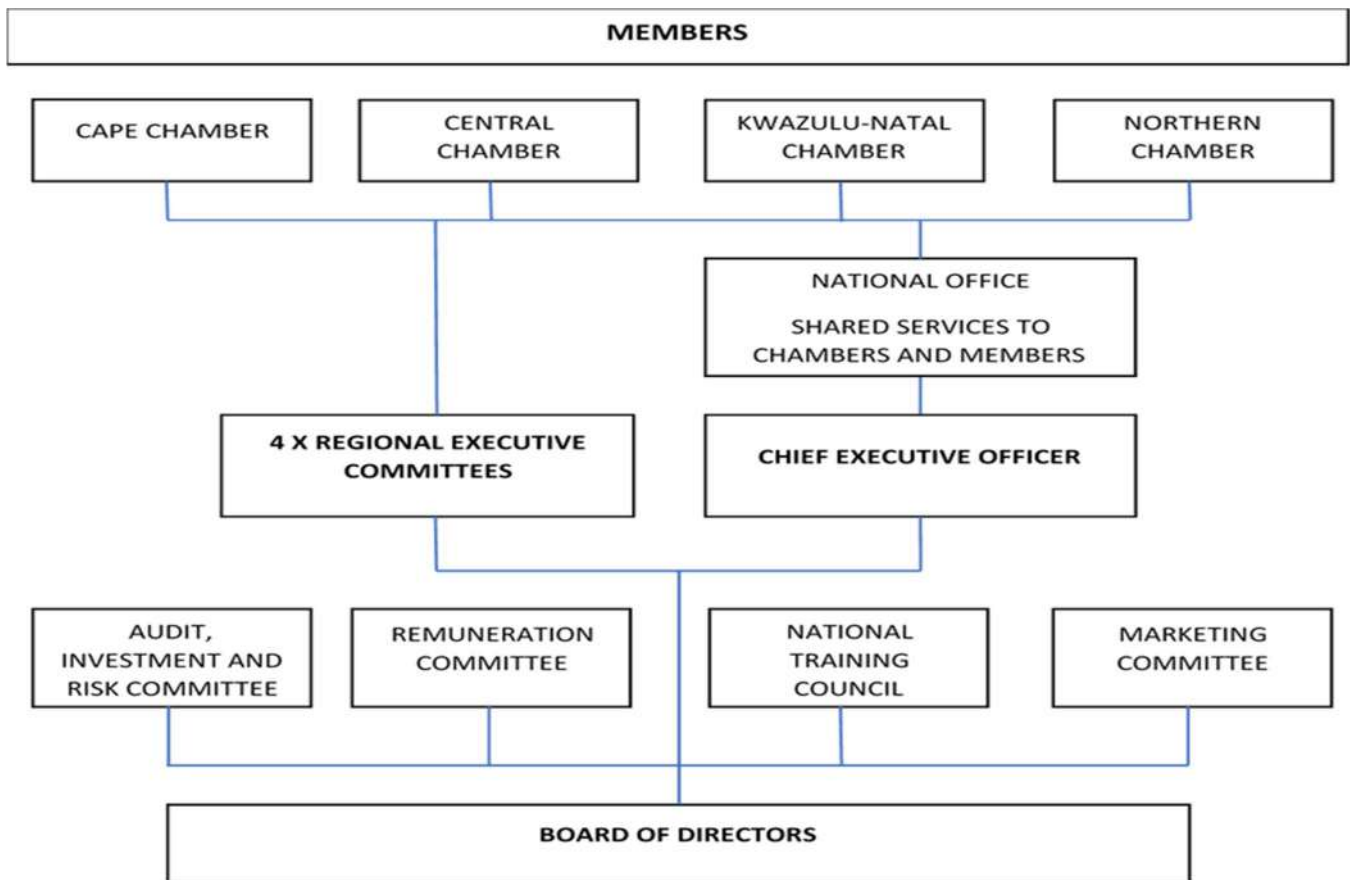
7.2. Four branches (referred to as Chambers) with offices in:

- 7.2.1. Johannesburg incorporating Gauteng, Free State and Northern Cape (Central Chamber)
- 7.2.2. Pretoria incorporating Mpumalanga, North West and Limpopo (Northern Chamber)
- 7.2.3. Durban incorporating KwaZulu-Natal, and Eastern Cape - East (KwaZulu-Natal Chamber)
- 7.2.4. Cape Town incorporating Western Cape and Eastern Cape - West (Cape Chamber).
- 7.2.5. These Chambers report into Shared Services also known as the National Office (based in Johannesburg).

### **The office bearers of the Company**

- 7.3. Cape Chamber Chairman (non-executive director)
- 7.4. Cape Chamber Manager (permanent employee)
- 7.5. Central Chamber Chairman (non-executive director)
- 7.6. Central Chamber Manager (permanent employee)
- 7.7. Chief Executive Officer (executive director & permanent employee)
- 7.8. Company Secretary /Group Accountant (public officer & permanent employee)
- 7.9. KwaZulu-Natal Chamber Chairman (non-executive director)
- 7.10. KwaZulu-Natal Chamber Manager (permanent employee)
- 7.11. National Commercial and Technical Manager (permanent employee)
- 7.12. National Marketing Manager (permanent employee)
- 7.13. National Operations Director (executive director & permanent employee)
- 7.14. National Past President (non-executive director)
- 7.15. National President (non-executive director)
- 7.16. National Training Director (executive director & permanent employee)
- 7.17. Northern Chamber Chairman (non-executive director)
- 7.18. Northern Chamber Manager (permanent employee)

7.19. **The organisational flow**



**Figure 1: Organisational flow**

**8. POWERS OF PIFSA TO CARRY OUT ITS OBJECTIVES**

- 8.1. PIFSA shall have all such powers and authorities as shall be necessary or desirable or conducive to achieving any and all of their objectives. These powers and authorities shall be exercised by the body or person authorised thereto in accordance with and subject to the provisions of this Constitution and the Act. Without in any way limiting the generality of the foregoing, the powers and authorities of PIFSA shall include those set out below.
- 8.2. To acquire by purchase, exchange, hire, sub-lease, donation or otherwise movable and/or immovable property of any kind.
- 8.3. To maintain, manage, develop, sell, let, mortgage, dispose of, give in exchange, turn to account or otherwise deal with all or any part of the property or rights of PIFSA.
- 8.4. To enter into contracts of any and all kinds necessary to carry out, give effect to or secure the objectives of PIFSA.

- 8.5. From time to time, in accordance with sound business and financial principles to invest the funds of PIFSA in such property or assets or other security as may be deemed advisable.
- 8.6. To employ, suspend or dismiss and remunerate employees, professional assistants and experts.
- 8.7. To regulate relations between its Members.
- 8.8. To insure against losses, damage, risk and liability of all kinds.
- 8.9. To open and operate accounts with registered banks and to electronically transfer funds, draw, make, accept, endorse, execute, negotiate and issue cheques, promissory notes, bills of exchange, warrants and other negotiable or transferable instruments.
- 8.10. To institute, conduct, defend, compound or settle or abandon any legal or arbitration proceedings by and against PIFSA or its officers or otherwise concerning the affairs of PIFSA, or the action of its Members, and also compound and allow time for payment or satisfaction of any debts due or any claims or demands made by or against PIFSA
- 8.11. To raise money whether by subscription fees or other means which are to be paid to PIFSA each year from its Members as well as to obtain funding from any other source, and to recover by legal process monies due by any of the above.
- 8.12. To borrow and guarantee or otherwise secure the repayment of money upon such security, in such manner and upon such terms and conditions as it may deem fit.
- 8.13. To make and pass rules, by-laws or regulations and to add to, repeal or alter such rules, by-laws or regulations, with or without penalties for the *carrying out, administration and* implementation of this Constitution and the attainment of the objectives of PIFSA
- 8.14. To impose fines, to suspend for a period of time, to ban and/or implement any other disciplinary measures on its Members or former Members or on any individual connected with any contravention or breach of the provisions of this Constitution or any rule, by-law or regulation passed by the Board.
- 8.15. To take all such action as may be required or necessary to enforce fully and effectively all obligations of whatsoever nature and howsoever arising which may be owed to PIFSA by its Members, former Members or any other persons or body.

## **9. MEMBERSHIP, VOTING RIGHTS AND TERMINATION OF MEMBERSHIP**

- 9.1. The Company has Voting Members and Non-Voting Members.
- 9.2. Voting Members consist of Ordinary Members which are each entitled to exercise 1 (one) vote each.

- 9.3. Ordinary Members are eligible to join the Company through their relevant Chamber and upon acceptance of such membership by the Regional Executive Committee.
- 9.4. Non-Voting Members consist of Associate Members, Honorary Members and Special Members.
- 9.5. Associate Members are prohibited from taking up any employment or office bearing position at any Chamber.
- 9.6. Honorary Members may be admitted as such by the Board.
- 9.7. Admission to membership of the Company is conditional upon approval by the Board or the relevant Chamber's REC, as the case may be, and the Board or the relevant Chamber's REC reserves the right in its sole and absolute discretion to reject any Admission to Membership.
- 9.8. Applications for admission to membership of the Company or re-admittance to membership of the Company will be determined in accordance with the Constitution.
- 9.9. A voting member may appoint 1 (one) person, concurrently, as proxy, which proxy must be in writing and signed by the voting member. The proxy remains valid for 1 (one) year from date of signature or for any period expressly set out in such appointment. Only Members whose representatives are personally present at the meeting concerned shall have the right to vote.
- 9.10. Nomination by a member of a proxy shall be addressed to the Secretary and must be received by the National Office not less than 72 (seventy-two) hours prior to the time for the commencement of that meeting.
- 9.11. The subscriptions for Membership to the Company will be determined by the Board from time to time, provided that different subscription rates may be determined for the different classes of Membership.
- 9.12. Any voting members in arrears with their subscriptions for a period longer than 3 (three) months shall not be eligible to vote
- 9.13. The REC's decision to admit or refuse any application for membership shall be referred to the next meeting of the REC for ratification.
- 9.14. Any member of any classification may, at any time, tender their resignation from PIFSA. Any member so resigning shall continue to be liable for any monies due and owing by such member, to PIFSA at the date of their resignation.

## **10. ANNUAL GENERAL MEETING ("A.G.M.")**

- 10.1. Subject to 10.2 below, an A.G.M. shall be held once in every calendar year provided that not more than fifteen months shall elapse between one A.G.M. and the next.
- 10.2. The Board shall decide the date, time and venue on and at which each A.G.M. shall be held. The A.G.M. must be held not later than 3 (three) months from the end of each financial year.
- 10.3. Voting members have the right to requisition a meeting on the condition that the right is exercised by a minimum of 10% (ten percent) of the voting members.
- 10.4. The following persons shall be entitled to attend and speak at the A.G.M:
  - 10.4.1. All members of the Board
  - 10.4.2. One representative of each of the Members.
  - 10.4.4. All Honorary Life Members
  - 10.4.5. Any other person who may be invited by the Board to do so.
- 10.5. The business to be transacted at an A.G.M. shall be:
  - 10.5.1. To read the notice convening the Meeting
  - 10.5.2. To read and confirm the Minutes of the previous A.G.M., Special General and General meetings, and to consider any matters arising therefrom
  - 10.5.3. To receive and consider the Annual Report of the President, for the period since the date of the previous A.G.M.
  - 10.5.4. To adopt with or without modification, the audited Annual Financial Statements for the period since the date of the previous A.G.M., provided that if not so adopted the Annual Financial Statements shall stand for consideration and adoption, with or without modification, or rejection by the Board or by the Board as per the decision of the A.G.M.
  - 10.5.5. To appoint the auditors of PIFSA to hold office until the next A.G.M.
  - 10.5.6. To consider and to adopt with or without modification, or to reject any recommendations of Board
  - 10.5.7. To consider all nominations by Board of persons to be Honorary Life Members and to accept or to reject any such recommendation or nomination
  - 10.5.8. To elect the Board in terms of clause 13 as read with clause 14
  - 10.5.9. To discuss and consider any matter of which 30 (thirty) days written notice has been given.

- 10.6. Notice of each A.G.M. shall be sent to all the Members, Board and Honorary Life Members not less than 20 (twenty) working days prior to the date of the A.G.M.
- 10.7. Not less than 7 (seven) working days prior to the date of any A.G.M., copies of the Agenda for that A.G.M. and the Annual Financial Statements for the financial year preceding the date of the A.G.M., and any motions received shall be disseminated to all Members and Honorary Life Members by post, and/or by hand, and /or by fax, and/or by electronic mail.
- 10.8. The Board may conduct the A.G.M electronically and each voting member or its proxy must present satisfactory identification in order to attend.
- 10.9. The Quorum requirements for an A.G.M is as follows:
  - 10.9.1. 20 (twenty percent) of voting members entitled to exercise voting rights
  - 10.9.2. Members representing not less than 2(two) chambers are present at the meeting
  - 10.9.3. Members must be personally present or by proxy.
- 10.10. If within 1 (one) hour after the appointed time for a meeting to begin, the requirements for a quorum for that meeting have not been met the meeting will be postponed, without motion, vote or further notice for a period of a week and further, in accordance, with the Company's MOI.
- 10.11. For an ordinary resolution to be adopted it must be supported by at least 51% (fifty one percent) of the members who voted on the resolution.
- 10.12. For a special resolution to be adopted it must be supported by at least 75% (seventy five percent) of the members who voted on the resolution.

## **11. COMMITTEES**

### Regional Executive Committee (**REC**)

- 11.1. Each Chamber has its own Regional Executive Committee (REC) which comprises members who want to be actively involved in the organisation and the industry and must consist of a minimum of 7 (seven) members per Chamber.
- 11.2. The business of the regional Chamber shall be conducted by the REC as elected and shall consist of the Chairman, Vice-Chairman and not more than eleven and not less than 5 (five) additional members excluding Chamber staff.
- 11.3. Written nominations to fill these positions, including those of the Chairman and the Vice-Chairman, shall be called for by the Chamber Manager at the time that notice of the Chamber's annual general meeting (AGM) is

given and the closing date for such nominations shall be fourteen days before the date of the AGM. Provided that, to be eligible for nominations as Chairman or Vice-Chairman, the nominee shall be a full member of the REC and shall have been a member for not less than two years.

- 11.4. The Chamber may receive no more than two nominations per member company.
- 11.5. Not more than one representative of a member company may be elected to the REC at any one time.
- 11.6. Persons who have been nominated on due date shall be declared elected at the AGM provided the number of nominations is not in excess of the maximum number. In the event of the number of nominations received being excess of the maximum number, a ballot shall be conducted at the meeting and those receiving the greater number of votes shall be declared elected. In the event of a tie for the last position, such appointment shall be decided by the presiding Chairman.
- 11.7. In the event of any member of the REC being temporarily or permanently unable to fulfil his duties therein, the REC shall have the power to co-opt another member in his stead.
- 11.8. The REC shall be elected for a period of two years from the date of the AGM and may be re-elected.
- 11.9. From the members in each Committee, a Chamber Chairman is elected. The Chairman may only serve in such office provided the member company's account is in good standing with the regional Chamber. The Chamber Chairman represents their region on the Board.
- 11.10. The Chairman, as elected, is required to serve a two-year period and may be re-elected to serve an additional term of two years, but not more.
- 11.11. Appointment of Office bearers for the REC shall be announced at the Annual Regional Meeting of the Chamber.
- 11.12. Any member, with the permission of the Chairman, may appoint an alternate to stand in his absence. The REC shall have the power to co-opt but such person shall have no voting rights.
- 11.13. The REC shall meet as often as required but not less than every second month or six times in a calendar year.
- 11.14. At every region's REC meeting, the minutes of the last preceding meeting shall be read, and the presiding officer shall sign them after confirmation.
- 11.15. The quorum for meetings shall not be less than 1/3 (one third) of all members of a Chamber, excluding Chamber staff.
- 11.16. The powers and functions of each of the Regional Boards, with respect to their Chambers, shall be as follows:
  - 11.16.1. to appoint a Chairman for the local Chamber who shall hold such office and perform the duties as set out by the Board and who shall represent the local Chamber at National level.
  - 11.16.2. to carry on the ordinary business of the Chamber and for that purpose rent or hire suitable premises, and purchase furniture, equipment and supplies.



- 11.16.3. to control the funds and property of the Chamber and to apply the funds in such a manner to carry out the main object of the Company, under scrutiny of the Audit, Investment and Risk Committee and subject to Board approval.
  - 11.16.4. to institute or defend all legal proceedings by or on behalf of the Chamber, as authorised by the Board.
  - 11.16.5. to open, operate or close the transactional banking accounts of the Chamber as authorised by the Board.
  - 11.16.6. to carry out any such tasks or projects as delegated to it by the Board.
  - 11.16.7. to deal with applications for membership.
  - 11.16.8. to recover subscriptions, enforce fines and levies and impose penalties for outstanding and overdue accounts.
  - 11.16.9. to expel or suspend any member or members from membership or impose a fine as decided by the REC, and to totally or partially rescind or vary any penalty imposed.
  - 11.16.10. to co-operate with other bodies, persons or associations in enforcing and giving effect to its decrees.
  - 11.16.11. to settle disputes and act as arbitrators in disputes between Chambers and members of all categories.
- 11.17. Each Chamber is required to prepare an annual report and present such at an Annual Regional Meeting which its local members may attend.
- 11.18. Special general meetings may be called whenever desired by a majority of the Chamber REC members or upon a requisition signed by five or more Chamber members.
- 11.19. All decisions relating to clauses 11.16.1 to 11.16.5 shall be subject to the REC's approval.

#### **Audit, Investment and Risk Committee**

- 11.20. The duties of the Audit, Investment and Risk Committee of the Company shall be:
- 11.20.1 To assist and advise the Board and the RECs in the investment affairs of the Company and/or REC.
  - 11.20.2 To invest, retain, realise and re-invest any funds not required for the immediate business of the Company.
- 11.21 The Audit, Investment and Risk Committee members of the Company are:

- 11.21.1 National President
- 11.21.2 Chief Executive Officer
- 11.21.3 National Operations Director
- 11.21.4 Company Secretary /Group Accountant
- 11.21.5 Cape Chamber Chairperson
- 11.21.6 Central Chamber Chairperson
- 11.21.7 KZN Chamber Chairperson
- 11.21.8 Northern Chamber Chairperson
- 11.21.9 National Training Director

- 11.22 One of the Chamber representatives above shall be elected to serve as Chairman. The Chairman and Chamber representatives are required to serve a two-year period and may be re-elected to serve an additional term of two years, but no more.
- 11.23 The Audit Committee shall meet at least four times per year.
- 11.24 The quorum for meetings shall not be less than two Chamber representatives, and either the CEO or Company Secretary /Group Accountant.

**Remuneration Committee**

- 11.25. The Remuneration Committee members of the Company are:
  - 11.25.1 National President to serve as Chairperson
  - 11.25.2 Chief Executive Officer
  - 11.25.3 Cape Chamber Chairperson
  - 11.25.4 Central Chamber Chairperson
  - 11.25.5 KZN Chamber Chairperson
  - 11.25.6 Northern Chamber Chairperson
- 11.26. The duties of the Remuneration Committee of the Company shall be:
  - 11.26.1. to assist and advise the Board on policy decisions affecting the Cost-to-Company structures of permanent employees.

11.26.2. to discuss salary increases for all employees on an annual basis and make recommendations to the Board regarding such.

11.26.3. to discuss criteria surrounding performance and other bonuses payable to employees as and when applicable.

11.27. The Remuneration Committee shall meet at least once per annum.

11.28. The quorum for meetings shall not be less than two Chamber representatives, and the CEO.

### **Training Council**

11.29 The duties of the Training Council of the Company shall be:

11.29.1 to assist and advise the Chambers in the training affairs of the Company.

11.29.2 to ensure accuracy and relevance of training material within the industry.

11.29.3 to liaise with the relevant Government bodies on the future and relevance of training for the industry.

11.30 The Training Council members of the Company are:

11.30.1 Chief Executive Officer

11.30.2 Cape Chamber Chairperson

11.30.3 Central Chamber Chairperson

11.30.4 KZN Chamber Chairperson

11.30.5 Northern Chamber Chairperson

11.30.6 National Operations Director

11.30.7 National Training Director

11.30.8 Other Industry and / or Member representatives by invitation.

11.31 The training council will meet 4 (four) times per annum, such frequency to be decided and amended by the board of PIFSA, should it be deemed necessary and a quorum for such meeting shall consist of the CEO, the National Training Director and the Chairperson of at least 2 (two) Chambers.

## 12. THE BOARD OF PIFSA

- 12.1. The Board of PIFSA ("Board") shall consist of the following persons:
  - 12.1.1 National President (non-executive director) – Voting member
  - 12.1.2 National Past President (non-executive director) – Voting member
  - 12.1.3 Chief Executive Officer (executive director & permanent employee) – Voting member
  - 12.1.4 Company Secretary / Group Accountant (public officer & permanent employee) – Non-voting member
  - 12.1.5 Cape Chamber Chairman – (non-executive director) - Voting member
  - 12.1.6 Central Chamber Chairman – (non-executive director) - Voting member
  - 12.1.7 KwaZulu-Natal Chamber Chairman – (non-executive director) - Voting member
  - 12.1.8 Northern Chamber Chairman – (non-executive director) – Voting member
  - 12.1.9 National Operations Director (executive director) – Voting member
  - 12.1.10 National Training Director (executive director) – Voting member
- 12.2. Board meetings are scheduled to be held 4 (four) times per year at such time and place as may be decided by the National President of the Company.
- 12.3. A decision made on behalf of the organisation is made by the members of the Board where the final liability and risk rests. The Board's decisions filter down to the Chambers where they are carried out.
- 12.4. Special meetings may be called by the President when deemed advisable or shall be called by not less than one member from each of the four RECs wherein the nature of the business to be transacted shall be clearly stated.
- 12.5. The quorum for meetings shall be not less twenty five percent of voting members of the Board and representing not less than two chambers.
- 12.6. At every meeting, the minutes of the last preceding meeting shall be read, and the presiding officer shall sign such after confirmation.
- 12.7. On all matters requiring the decision of the Board, the President or presiding officer may, when expedient, instruct the Chief Executive Officer to take a vote (postal or electronic) on such matters.
- 12.8. Resolutions of the Board shall be passed on the majority vote of those present and where an equality of voting occurs, the President or presiding officer shall have a casting as well as deliberative vote.

### **13. SPECIAL GENERAL MEETINGS ("S.G.M.'s")**

- 13.1. A S.G.M. of Members shall be convened:
  - 13.1.1. By resolution of the Board, or
  - 13.1.2. Upon the written requisition of not less than 10% (ten percent) of voting members, addressed to the Secretary and delivered to the National Office provided that such written requisition shall state the exclusive purpose for which the S.G.M. is to be called and the text of the motion to be put to the meeting.
- 13.2. Within 14 (fourteen) working days after receipt of the resolution or requisition referred to in subclause 13.1, the Secretary shall send written notification to all Members, which notice shall specify the time, date and place of the S.G.M., which time, date and place shall have been determined by the Board provided that the date shall not be less than 21 (twenty-one) working days and not more than 7 (seven) working days after the date of posting of the notification, together with written notification of the purpose of and measures to be transacted at the S.G.M. and the text of motions to be put forward to and considered by the meeting.
- 13.3. No business other than that stated in the notification, referred to in sub-clause 13.2, shall be transacted at the S.G.M.
- 13.4. Only the persons referred to in 10 shall be entitled to attend and speak at S.G.M.'s.

### **14. GENERAL PROVISIONS RELATING TO A.G.M.'s, BOARD MEETINGS & S.G.M.'s.**

- 14.1. The following provisions shall apply to all A.G.M.'s and S.G.M.'s:
- 14.2. A.G.M.'s, Ordinary General Meetings and S.G.M.'s shall, subject to the terms of this constitution, be held at such time and place as shall be decided by the Board.
- 14.3. The chairperson of any A.G.M., Ordinary General Meeting or S.G.M. shall be the President or in his or her absence the Vice-President or in his or her absence such other person as shall be elected for that purpose by the representatives of Members present at the Meeting and entitled to vote.

## 15. MANAGEMENT OF PIFSA

- 15.1. The duties of the management team of the Company shall be to assist and advise the President in the management affairs of the Company and liaise between the RECs and the Board.
- 15.2. The team shall be made up of the following personnel:
  - 15.2.1 Chief Executive Officer
  - 15.2.2 Cape Chamber Manager
  - 15.2.3 Central Chamber Manager
  - 15.2.4 Company Secretary /Group Accountant
  - 15.2.5 KwaZulu-Natal Chamber Manager
  - 15.2.6 National Commercial and Technical Manager
  - 15.2.7 National Operations Director
  - 15.2.8 National Training Director
  - 15.2.9 Northern Chamber Manager
  - 15.2.10 National Marketing Manager
- 15.3. The management team shall manage the affairs of the Company but shall always be subject to the overriding authority of the REC and the Board.
- 15.4. The management team is required to meet four times per year or more if so, instructed by the President.
- 15.5. The management team's duties shall include but not be limited to the following:
  - 15.5.1. To execute policy within the framework determined by the Board.
  - 15.5.2. To appoint and manage all members of staff in a manner which will lead to the successful attainment of the objectives of the Company.
  - 15.5.3. To liaise with members, Government, other organisations and media, both nationally and internationally.
  - 15.5.4. To report and make recommendations to the RECs and the Board.
  - 15.5.5. To prepare and submit an annual report at the Annual General Meeting of the Company, for ratification.
  - 15.5.6. To ensure that the overall finances are in line with the relevant budgets approved by the Board and ratified by the RECs.

- 15.5.7. To perform any other duties required by the Board and RECs to attain the objectives of the Company.
- 15.5.8. The Company must have a minimum of 2 (two) executive directors, 4 (four) non-executive directors and a qualified Company Secretary / Financial Manager/Group Accountant at all times
- 15.5.9. To establish other committees, and sub-committees, from time to time as and when the need arises, to meet the strategic and operational objectives of the Company as requested by the Board and / or RECs.
- 15.5.10. To deal with any disputes which may arise between members including those who may serve on an REC.

## **16. ELECTION OF THE PRESIDENT AND THE OTHER MEMBERS OF BOARD**

16.1. Nominations, appointment, election and removal of directors shall be done in accordance with the MOI of the company.

## **17. HONORARY LIFE MEMBERS**

- 17.1. Board and members of Board shall, from time to time, nominate any person who has rendered notable and meritorious service to PIFSA and whom it wishes to recognise and honour as an Honorary Life Member which nomination shall be presented to the Board for ratification at the next A.G.M. and, if ratified by the Board, such person shall become an Honorary Life Member and shall enjoy the rights and privileges attached thereto
- 17.2. All past presidents of PIFSA may become Honorary Life Member of PIFSA if so nominated and such appointment is ratified at an AGM.

## **18. LIMITATION OF LIABILITY OF MEMBERS INDEMNITY**

- 18.1. The liability of any Member, of any classification, is limited exclusively to the sum of any monies then due and payable by such Member to PIFSA, by way of subscription or otherwise howsoever.
- 18.2. The President, the Vice-President, the Director/s, all members of Board, the RC, all officials, servants, agents and persons (natural, corporate or otherwise) acting on behalf of PIFSA, in terms of this Constitution shall be and they are hereby indemnified and held harmless against any claim or demand by any third party as a result

of any act or omission in the performance of their duties for and on behalf of PIFSA, from whatever cause arising, provided such person/s acted in good faith.

## **19. ALTERATION OR VARIATION OF THIS CONSTITUTION**

This Constitution may be altered or varied, at any time, by the Members in an Annual General Meeting, upon a majority vote of not less than 60%(sixty per centum) of the total votes of the Members, whose representatives are present and entitled to vote at that time provided not less than 21 (twenty-one) working days written notification of such Meeting, together with a copy of a proposed resolution/s.

## **20. NOTIFICATION**

For the purposes of this Constitution, all notifications by PIFSA to any person or any Member, Honorary Life Member shall, unless delivered by hand, be effective from the date of dissemination by post, and/or by hand, and/or by fax, and/or by electronic mail to the last known postal / e-mail address of such Member/s, by any official of PIFSA; but all notifications to PIFSA by any person (natural, corporate or otherwise) or any such Member shall only be effective from the date of receipt thereof by the Secretary in no respects shall any postal authority be, or be deemed to be, the agent of PIFSA

## **21. INTERPRETATION OF THIS CONSTITUTION**

Any disputes arising out of or in connection with the enforceability of this constitution or the application and interpretation of the provisions thereof or any dispute between PIFSA and another federation, or between a member and the Board or between the Board and an individual shall be referred to mediation or expedited arbitration. In the event of arbitration in terms of the foregoing, such resolution shall be final and binding on the parties to the dispute.

## **22. DISSOLUTION OR WINDING UP OF PIFSA**

22.1. PIFSA may be dissolved or wound-up, at any time, by the Members in an Annual General Meeting, upon a majority vote of not less than 60 (sixty per centum) of the total votes of Members, whose representatives are present and entitled to vote, who are present in person at such A.G.M, provided that not less than 7 (seven)



working days written notification of such meeting and of any resolution aimed at dissolving or winding-up PIFSA shall have been given to all Members.

- 22.2. Upon dissolution or winding up of PIFSA, all the property and assets of PIFSA, after payment of all monies owing to any third parties, shall be transferred free of compensation to any other Federation/s or Organisation/s having Objectives similar to PIFSA, at the discretion of the Members.

### **23. APPEAL BOARD AND DISCIPLINARY BOARDS**

The Board shall appoint the members of the Appeal and Disciplinary Boards and delegate such powers to these Boards to include, but not be limited by the following:

- 23.1. To assist PIFSA with legal advice.
- 23.2. Set up and continuously update a disciplinary code for both participants and management, adopted by Board.
- 23.3. Chair disciplinary hearings when requested, and adjudicate, mediate and arbitrate upon legal and disciplinary matters.
- 23.4. The Appeal Board shall comprise of three members of which at least one must have a legal background.
- 23.5. Every member of the Appeal Board shall have one vote each at their meetings and hearings.

### **24. BY-LAWS**

The current chambers By-laws are hereby repealed and are no longer of any force and affect. This document shall be the sole governing document PIFSA.

**SCHEDULE A**

**EXAMPLE OF PIFSA PROXY FOR AGM'S**

**PRINTING INDUSTRIES FEDERATION OF SOUTH AFRICA (PIFSA) NPC**

Registration Number: 1990/01772/08

**PROXY**

This proxy form is for use by the voting members of the PIFSA NPC as defined in its Memorandum of Incorporation.

I, we ..... In my/our capacity as ..... Being the duly authorised

representative of ..... , being member as at the date of the meeting and entitled to vote, and being a member of the Printing Industries Federation of South Africa NPC, hereby appoint (please select one) as my/our proxy and to attend, speak and, on a poll, vote on my/our behalf at the Annual General Meeting of Members to be held at insert time on day, date, month, year and at any such adjournment thereof, and to vote or abstain from voting as follows the resolutions to be proposed at such meeting:

Chairman of the PIFSA NPC

Insert name - (Chief Executive Officer of PIFSA NPC) or

.....  
*(Please indicate how you wish your vote to be cast by making your selection in the space above)*

Resolution:	In favour	Against	Abstain
<b>1. Adoption of year audited annual financial statements:</b>			
<b>2. Re-election of Non- Executive Directors:</b>			
<b>3. Re-election of Executive Directors:</b>			
<b>4. Appointment of the following persons as:</b>			
<b>President and Non-Executive Director:</b>			
<b>Chief Executive Officer (CEO) and Director:</b>			

A member entitled to attend and vote at the abovementioned meeting is entitled to appoint a proxy or proxies to attend, speak and, on poll, vote in his/her stead. Every person present and entitled to vote at the annual general meeting as a member shall on a show of hand have one vote only.

**NOTE:**

1. Only fully paid-up Members of PIFSA NPC are entitled to vote.
2. Members to be physically represented at the Annual General Meeting should not submit a proxy.
3. Members may choose a person other than the PIFSA NPC representative as indicated above to exercise their proxy which proxy must be a PIFSA Member in good standing. A space is provided for an alternative.
4. Proxies must be submitted to Shared Services via email to insert email or by post to 575 Lupton Drive, Halfway House, Midrand, 1682 by not later than 16h00 on dd/mm/yyyy.

Signed this ..... day of ..... 20 ....

.....  
Signature

The summary is as follows:

1. We received 56 proxy's from 487 members, representing 11% received
2. We required 20% (or 97) attendance at the Nov 2020 meeting to form a quorum. We only had 56 and therefore did not form a quorum.
3. The postponed meeting of Feb 2021 regards all in attendance (or by proxy) to constitute a quorum and point 2 no longer applies. We will therefore quorate. Please see MOI extract below for a **postponed** meeting.
4. For a special resolution to be adopted, we require 75% (or 42) of those in attendance to vote in favour.
5. We have an actual number of 18 for each (MOI and Constitution) who vote in favour.
6. The remainder of 38 have abstained but also nominated either yourself or the Chairperson to vote on their behalf.
7. I assume the 38 will be voted for in favour, in which case we will have a total of 56 (or 100%) in favour.

**MOI Extract:**

5.7.3 The authority of a meeting to continue to consider a matter as contemplated in section 64(8) of the Act is not limited or restricted by this MOI. Section 64(8) of the Act states: "If, at the time appointed in terms of this section for a **postponed** meeting to begin, or for an adjourned meeting to resume, the requirements of subsection (1), or (3) if applicable, have not been satisfied, the shareholders, or **in the case of a non-profit company, the members of the company present in person or by proxy will be deemed to constitute a quorum**".

**SGM Proxy Analysis re MOI and Constitution for 16 Feb 2021**

Chamber	Total Members	Total proxy's received	% Received	MOI			Constitution		
				In Favour	Against	Abstain	In Favour	Against	Abstain
Central	183	56	11%	18	0	38	18	0	38
CPT	125								
KZN	134								
Northern	45								
	<b>487</b>	<b>56</b>	<b>11%</b>	<b>18</b>	<b>0</b>	<b>38</b>	<b>18</b>	<b>0</b>	<b>38</b>
		<b>Percentage of Total received</b>		<b>32%</b>	<b>0%</b>	<b>68%</b>	<b>32%</b>	<b>0%</b>	<b>68%</b>

	Required	Actual	Quorum (Y/N)
Quorum	20%	97	N

	Required	Actual	Proxy to vote	Total Yes	Resolution Adopted
Adoption of Resolution	42	18	38	56	Y

National Office: 575 Lupton Drive, Halfway House Midrand, Gauteng 1682, South Africa  
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DIRECTORS: Chief Executive Officer: Dr AM Mahomed | Non-Executive Directors: LRS Wright (President); A Read; DH Joubert; GD Currie; M Burger; L Mc Dowall | Executive Directors: Dr AM Mahomed (CEO); KA Leid (British); Z Bagus  
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