CONSTITUTION OF THE SOUTH AFRICAN WETLAND SOCIETY
Version: Final

Adopted at the 1st AGM of the Society held at the National Wetlands Indaba, Bela-Bela on Wednesday 24 October 2012.
1. NAME
1.1. The South African Wetland Society is hereby established, hereinafter referred to as SAWS.

2. LEGAL STATUS
2.1. SAWS is a Common Law Body Corporate with a distinct independent legal identity and is a Not for Profit Organisation.

3. DEFINITIONS
3.1. All definitions relevant to the SAWS constitution are listed in Annexure A.

4. VISION
4.1. To build and promote excellence, professionalism and ethics in the Wetland Community of Practice of South Africa.

5. MISSION
5.1. To develop and maintain professional standards and best management practices of subscribed Wetland practitioners in South Africa in order to promote Wetland sciences, conservation and management through accreditation, collaboration and self-regulation of all SAWS Members.

6. OBJECTIVES
6.1. To promote standards and quality of Wetland work through:
   6.1.1. Professional development;
   6.1.2. Progressive thinking through innovative research and development (including the creation of opportunities in the field);
   6.1.3. Collaboration with various Stakeholders;
   6.1.4. Self-regulation; and
   6.1.5. Accreditation by peer review.

6.2. To further the interest of Members through:
   6.2.1. Recommended professional fees;
   6.2.2. Creating preferential opportunity (because SAWS Members have certain standards due to quality control);
   6.2.3. Providing opportunities for continuous training development;
   6.2.4. Giving opportunity to young people interested in the field through identification of career paths, internships, mentorship, transfer of skills, linkages with established role players or promotion and distribution of information; and
   6.2.5. Setting standards and quality control.

6.3. To contribute to transformation through:
   6.3.1. Building a Wetland Community of Practice that is representative of the scientific and technical disciplines, race and gender demographics of South Africa; and
   6.3.2. Striving towards ensuring representation of race and gender demographics of South Africa in the membership and management structures of SAWS.

6.4. To create a society for:
   6.4.1. Promoting interactions between various Stakeholders involved in the Wetland field of practice;
   6.4.2. Encouraging best management practice in the Wetland field;
   6.4.3. Capacity building;
   6.4.4. Promoting research through funding and partnerships;
   6.4.5. The distribution of information;
   6.4.6. Quality control and peer review; and
   6.4.7. Representing the interests of the entire South African Wetland community.

7. FUNCTIONS AND ROLES OF THE SOCIETY
7.1. Mentorship and Training
   7.1.1. To develop and manage professional development standards, with the provision of guidelines outlining ongoing professional development and continuing education;
7.1.2. To improve the standard of services provided by Accredited practitioners through the development and management of a Code of Science, which shall include minimum standards and best practice guidelines;

7.1.3. To develop and manage a mentorship programme to facilitate mentorship at a regional level for aspiring Wetland practitioners;

7.1.4. To maintain and circulate a list of South African institutions providing appropriate Wetland training courses;

7.1.5. To promote voluntary bodies to create opportunities for learning, development and awareness in the Wetland field; and

7.1.6. To raise awareness and promote Wetland issues to authorities, other professionals, and the public.

7.2. Accreditation and Regulation

7.2.1. To develop and maintain standards for professional competency and for education and training in Wetland science;

7.2.2. To develop and maintain guidelines regarding applicable professional fees for consulting within the Wetland field of practice;

7.2.3. To regulate the Wetland science field of practice through the development and management of a Code of Ethics;

7.2.4. To regulate conduct through the management of complaints and discipline within the Wetland profession; and

7.2.5. To establish and maintain an accreditation protocol.

7.3. Advisory Roles, Awards, Recognition and Promotion of Research

7.3.1. To provide advice to Stakeholders regarding the Wetland science field of practice;

7.3.2. To recognise meritorious achievements of Members through the awarding of Honorary Membership status;

7.3.3. To recognise and promote professional, academic and voluntary associations, institutes, organisations and societies that further the objectives of SAWS;

7.3.4. To co-operate and exchange information and advice with Stakeholders working towards the objectives of SAWS; and

7.3.5. To promote research to further the Wetland science field of practice and the objectives of SAWS.

7.4. Membership Directory/Register

7.4.1. To maintain a list of Members and Accredited practitioners.

7.5. Documentation and Publications

7.5.1. To publish and make available documents from time to time which promote SAWS’s objectives.

7.6. Conferences

7.6.1. To hold workshops, seminars and conferences from time to time to promote the objectives of SAWS.

7.7. Finances and Fund Raising

7.7.1. To generate finances through membership fees, fund raising, sponsorships, Limited Trading Activities, donations, Trusts and Testamentary bequests;

8. MEMBERSHIP

8.1. Eligibility

8.1.1. Any person or organization who subscribes to the objectives of SAWS may apply for Membership.

8.2. Membership Types

8.2.1. Student Members

8.2.1.1. Any Student whose annual membership fee as levied from time to time is paid in full.

8.2.2. Ordinary Members
8.2.2.1. Any person or organization whose annual membership fee as levied from time to time is paid in full.

8.2.3. **Accredited Members**

8.2.3.1. Any person or organisation who meets the standards and criteria as outlined by the accreditation committee and whose annual membership fee as levied from time to time is paid in full.

8.2.4. **Organisation Members**

8.2.4.1. Any non-profit, academic, professional, corporate or institutional organisation whose annual membership fee as levied from time to time is paid in full.

8.2.5. **Honorary Members**

8.2.5.1. Those individuals who have been granted this status by the Board.

8.2.6. **Benefactors**

8.2.6.1. Any non-profit, academic, professional, corporate, institutional, organisation or individual who have donated to SAWS an amount sufficient to be deemed as qualifying as a benefactor.

8.3. **Membership Fees**

8.3.1. SAWS shall have the right to determine the membership fees which shall be payable from time to time.

8.4. **Voting Rights**

8.4.1. Only paid up Members will be eligible to a vote which shall be cast in person or by Proxy provided to the Secretary at least seven (7) Days prior to any AGM or SGM.

8.4.2. Honorary Members and Benefactors will have normal voting rights as per Clause 8.4.1.

8.4.3. Organisational Members shall each be entitled to nominate a single representative whose name shall be registered with the Secretary at least seven (7) Days prior to any AGM or SGM.

8.5. **Termination/Cessation of Membership**

8.5.1. Membership shall terminate on any of the following eventualities:

8.5.1.1. the death of a member;

8.5.1.2. cancellation by the member;

8.5.1.3. cancellation by SAWS; or

8.5.1.4. expulsion from SAWS.

8.5.2. Membership may be cancelled at the member’s request in writing with immediate effect and no membership fees will be refunded.

8.5.3. Membership may be cancelled at the member’s request where SAWS has been converted into another legal entity, or has merged with another body. This cancellation must be within one (1) month after this decision of conversion or merger was communicated to the member concerned. If a cancellation is not within the applicable term, the membership will continue until the end of the Financial Year of SAWS following the year in which the cancellation was made.

8.5.4. In the event of non-payment of membership fees, a member’s membership shall automatically lapse.

8.5.5. A member may only be expelled from SAWS in accordance with Clause 8.6.

8.6. **Expulsion**

8.6.1. A member may only be expelled from SAWS where the member has violated any of the Constitution, Code of Ethics or Code of Science.

8.6.2. Expulsion shall be by unanimous decision of the Board.

8.6.3. The member concerned has the right to appeal against the decision of expulsion in terms of the accreditation and Arbitration processes as defined by the Board.
8.6.4. Where a member is expelled in the course of the Financial Year of SAWS, the member shall still be liable for payment of the annual subscription for that entire year.

8.7. Training
8.7.1. SAWS is under no obligation to provide training, but will endeavour to promote training to enhance professional development of its Members, and for skills development in the Wetland field of practice.

9. PATRONS
9.1. SAWS shall have the right to adopt a Patron/s being any person or organisation that supports or champions the objectives of SAWS.

10. BOARD
10.1. Constitution of the Board
10.1.1. The Board shall consist of seven Members who shall be duly elected at the AGM.
10.1.2. Each of these elected Board Members shall be a duly paid up member of SAWS.
10.1.3. The term of office for each elected Board member shall be for a period of two (2) years, after which they shall be eligible for re-election for further terms of two (2) years each.
10.1.4. The principle of rotation of Board Members is supported by SAWS.
10.1.5. The Board shall be authorised after its election into office to co-opt a maximum of three (3) additional Members who shall have full voting rights at Board meetings. These Members shall be co-opted should the Board Members deem it necessary for furthering the objectives of SAWS.
10.1.6. Termination of membership to the Board shall take place in the following instances:
10.1.6.1. When a member is absent from three (3) consecutive Board meetings without satisfactory explanation being given prior to the meeting;
10.1.6.2. On the death of a member or when a member is unable to continue in office by reason of mental defect or physical condition; or
10.1.6.3. A member may resign from the Board by giving the Chairperson thirty (30) Days Written Notice.
10.1.7. Vacancies arising within the Board shall be filled in either of the following ways:
10.1.7.1. By calling of a SGM for this purpose; or
10.1.7.2. At the following AGM.

10.2. Responsibilities of the Board
10.2.1. The Board shall provide oversight, formulate policy and give strategic direction for carrying out the activities and objectives of SAWS.
10.2.2. Within two (2) Weeks of each AGM, the Board shall elect from among its Members a Chairperson, Vice-Chairperson, Treasurer and Secretary.
10.2.3. The Board shall be accountable to the AGM or SGM and shall have the responsibility for implementing the resolutions adopted at such meetings.
10.2.4. The Board shall convene meetings through the Secretary as often as it may deem necessary but not less than twice (2) per year.
10.2.5. The Board shall ensure that proper financial and management accounts are kept and audited at the end of each Financial Year.
10.2.6. At the end of each Financial Year the Board shall prepare a report on the activities of SAWS and an audited statement of accounts for the preceding year, which shall be circulated to all Members prior to the AGM.
10.2.7. The Board shall keep and make available minutes of the proceedings of meetings of the Board and any committees.
10.2.8. The Board shall be responsible for the day-to-day management of SAWS.
10.2.9. An up-to-date schedule of Board Members, with assigned portfolios, will be maintained by the Chairperson.

10.3. Powers of the Board
10.3.1. Acquire, encumber, administer and dispose of assets, property and funds of SAWS in pursuit of the objectives of SAWS.
10.3.2. Sign contracts or other documents, including suretyships securing any debts incurred on behalf of SAWS, which shall be binding on SAWS.
10.3.3. Open, close and operate bank accounts in the name of SAWS as may be necessary for the proper conduct of its financial affairs.
10.3.4. In its sole and absolute discretion, delegate its functions in respect of any of the affairs of SAWS which fall under its jurisdiction to any person or committee.
10.3.5. Appoint, hire and dismiss employees, agents or contractors, and determine their conditions of service and remuneration.
10.3.6. Fix and pay allowances, any costs and charges to any person or body in pursuit of the objectives of SAWS.
10.3.7. Form standing or ad-hoc committees as may be in the interests of SAWS and determine membership pre-requisites, duties, rights and obligations of such committees as it sees fit, and dissolve such committees at its discretion.
10.3.8. Delegate such powers to the said committees as it sees fit.
10.3.9. Institute, conduct, defend, settle or abandon any legal proceedings by or against SAWS, including the payment, or claiming, of any attendant legal costs, taxed or otherwise.
10.3.10. In its sole and absolute discretion employ agents, professional advisors and experts in any sphere where deemed necessary or advisable in the interests of SAWS.
10.3.11. Raise funds and collect membership fees, interest and other income accruing to SAWS.
10.3.12. In case of any doubt as to the meaning or import of any portion of the Constitution, the interpretation of the Board shall be final and binding.

11. ACCREDITATION COMMITTEE
11.1. The Board shall nominate five (5) Members to serve on the Accreditation Committee to be elected and approved at the AGM.
11.2. A member of the Accreditation Committee may also be a Board member.
11.3. The Accreditation Committee shall operate in accordance with the accreditation process as defined by the Board.
11.4. The Secretary shall maintain a record of Accredited Members.
11.5. The Register of Accredited Members will be presented to the AGM for notification each year.

12. ARBITRATION COMMITTEE
12.1. In the event of a dispute the Board shall nominate three (3) Members who are not Members of the Accreditation Committee to serve on the Arbitration Committee to be elected from time to time as and when necessary.
12.2. A member of the Arbitration Committee may also be a Board member.
12.3. The Arbitration Committee shall operate in accordance with the Arbitration process as defined by the Board.
12.4. The Secretary shall maintain a record of all Arbitration committee deliberations and decisions.

13. MEETINGS
13.1. Annual General Meeting (AGM)
13.1.1. The AGM of SAWS will be held annually at locations specified by the Board.
13.1.2. The AGM will serve to elect or ratify the Board and other officers, and to attend to any business which needs to be undertaken at an AGM in terms of the constitution.
13.1.3. Written Notice of the AGM shall be sent to each member of SAWS at least four (4) Weeks before the date of such meeting and shall contain:
13.1.3.1. Location, date and time of the meeting;
13.1.3.2. Details of the nominees for election to the Board; and
13.1.3.3. Proposals concerning the business of the AGM.

13.1.4. The non-receipt of such notice by a member shall not invalidate the proceedings of such a meeting;

13.1.5. The AGM will be open to any member and to anyone who has been invited by the Board;

13.1.6. The Board Chairperson or if absent the Vice Chairperson shall preside over the AGM. If neither is present, one (1) of the Board Members present shall be selected by the Board as Chairperson of the meeting prior to the commencement of the AGM;

13.1.7. During the AGM the Board shall present its report on the state of affairs, including the financial statements of SAWS; and

13.1.8. The Secretary shall take minutes of the AGM. These minutes shall be reviewed and adopted in the next AGM, and shall be signed by the Chairperson and Secretary of that meeting.

13.2. Special General Meeting (SGM)
13.2.1. A SGM shall be convened by the Secretary as directed by the Board, or at the written request of at least fifty one percent (51%) of the Members;

13.2.2. The Board Chairperson or if absent the Vice Chairperson shall preside over every SGM. If neither is present, one (1) of the Board Members present shall be selected by the Board as Chairperson of the meeting prior to the commencement of the SGM;

13.2.3. The Secretary shall take minutes of the SGM. These minutes shall be reviewed and adopted in the next AGM, and shall be signed by the Chairperson and Secretary of that meeting;

13.2.4. A SGM requested by the Members shall be convened by a notice issued to all Members within thirty (30) Days of the receipt of the request by the Board.

13.2.5. At least thirty (30) Days Written Notice of the date of the SGM shall be given to Members, wherein the purpose of the SGM will be described; and

13.2.6. Only the business for which a SGM is called shall be dealt with during the meeting.

13.3. Meetings of the Board
13.3.1. The Board shall meet as often as may be necessary for the management of business of SAWS, but shall meet not less than twice (2) a year;

13.3.2. Meetings of the Board shall be convened at the discretion of the Chairperson or upon the written request from at least three (3) Members of the Board;

13.3.3. The Board shall manage; appoint dates and record proceedings of such meetings;

13.3.4. The Secretary must give Written Notice, at least eight (8) Weeks before a scheduled meeting, to each member of the Board, indicating the time and place of such a meeting;

13.3.5. An agenda containing details of all business to be transacted in the meeting shall be issued not less than twenty one (21) Days before a scheduled meeting, to each member of the Board;

13.3.6. If the Chairperson and Vice-Chairperson agree that there is an urgent matter, a special meeting of the Board may be called on seven (7) Days Written Notice. Only the matters for which a special meeting was called may be discussed at such a meeting, except if all Board Members are present and consent to additional discussions;
13.3.7. The Chairperson or if absent the Vice-Chairperson of the Board shall preside at
these meetings and if neither are present the Board Members at a meeting
shall elect one (1) of themselves to act as Chairperson of the meeting;

13.3.8. Leave of absence from meetings of the Board must be submitted to the
Secretary at least seven (7) Days prior to the meeting;

13.3.9. The Board shall seek to make decisions by consensus, but in the event that this
is not possible, all motions proposed for a decision by the Board shall be
determined by a majority of the votes of the Board Members present; and

13.3.10. Each Board member present including the Chairperson shall have one (1) vote
and in the event of a tie the Chairperson or person presiding shall have in
addition to the original vote, a casting vote.

13.4. Workshops, Seminars, Fundraising Events and Conferences

13.4.1. Occasional functions or events that are aligned to the objectives of SAWS may
be held by or under the auspices of SAWS at the discretion of the Board.

13.5. Quorum

13.5.1. Fifty-one percent (51%) of the Members present, including Members not
physically present but represented by virtue of a duly signed Proxy form, shall
constitute a quorum for an AGM or SGM.

13.5.1.1. If no quorum is present at the announced time for the AGM, it shall
stand adjourned until such time as it is reconvened; and

13.5.1.2. If no quorum is present at the announced time for the SGM, it shall
stand adjourned until such time as it is reconvened.

13.5.2. At Board meetings, any four (4) Members of the Board shall constitute a
quorum.

13.5.2.1. If no quorum is present at the announced time for the Board
meeting, it shall stand adjourned until such time as it is reconvened.

13.6. Voting

13.6.1. Only paid up Members will be eligible to vote and Members shall be
disqualified from voting in respect of any issue whereby there is a conflict of
interest;

13.6.2. Each Member who is entitled to vote may alternatively grant a Proxy in writing
to another member;

13.6.3. Organisational Members shall be entitled to exercise their voting powers
through a single representative whose name shall be registered with the
Secretary seven (7) Days before the commencement of the meeting;

13.6.4. All decisions shall be by majority of the votes cast, unless a larger majority is
required by the Constitution;

13.6.5. The Chairperson of a specific meeting shall decide in what manner the votes
are to be cast;

13.6.6. In the event of the votes at a meeting being equal, the Chairperson shall have a
casting vote in addition to his normal vote; and

13.6.7. Exceptions or specific voting requirements would be applicable in the following
instances:

13.6.7.1. An amendment to Constitution of SAWS may only be adopted by at
least a two-thirds (2/3) majority of the votes cast in an AGM; and

13.6.7.2. Honorary Membership will be conferred by unanimous decision of
Members present at a Board meeting.

14. MANAGEMENT OF FUNDS

14.1. Membership fees

14.1.1. Each member shall pay an annual subscription;

14.1.2. The amount of these annual subscriptions shall be determined from time to
time by the Board and approved at the AGM;
14.1.3. Annual subscriptions become due and payable on 1 January of each year and must be paid on or before 31 March of each year;

14.1.4. Any member whose annual subscription is not paid by 31 March shall not be entitled to any of the privileges of membership after the expiration of this period;

14.1.5. When a member is accepted at any stage of the Financial Year they shall be liable for the full subscription for that year, except when they join, or are accepted by SAWS during the last three (3) Months of the year, in which case they shall be required to pay the full subscription for the following year only;

14.1.6. The Board may, at its discretion, determine other fees/levies payable from those Members who elect to attend functions of SAWS which may include congresses, outings, fieldtrips and presentations arranged by SAWS;

14.1.7. Official receipts shall be issued for all Membership fees including those received in cash; and

14.1.8. Funds must be spent in conformity with the purposes and objectives of SAWS.

14.2. Sponsorship, Donations, Gifts and other Financial Support

14.2.1. In order to enable SAWS to function in accordance with its objectives, SAWS shall also be entitled to procure funds by way of Benefactor Donations, Testamentary Bequests, Legacies, Grants, gifts and other revenues including Trust Bequests sufficient for it to meet its objectives;

14.2.2. In the event of SAWS having to control any monies, wholly or in part, the Constitution stipulates that these monies be controlled by the Board, who shall act as the trustees of such funds; and

14.2.3. The Board shall keep a register of all monies given to SAWS, which shall be entered in a register describing the donation or gift, the name of donor, person or entity providing the gift, unless specified otherwise by the donor, person or entity.

14.3. Borrowing, Loans, Overdrafts and Credit

14.3.1. SAWS and its Board may not borrow by way of any means including loans, overdrafts or credit facility any funds for the purposes, objectives or business of SAWS, unless agreed via special resolution at the AGM.

14.4. Banks Accounts

14.4.1. All monies received by SAWS shall be deposited as soon as practicable in an account in the name of SAWS;

14.4.2. For the purpose of managing monies received and in terms of the objectives, SAWS may open separate cheque/current and savings or other higher interest yielding accounts but these must all be in the name of SAWS and held with the same financial institution or bank; and

14.4.3. All cheques, bills of exchange, promissory notes and other negotiable instruments shall be approved by three (3) Board Members and signed for, and on behalf of SAWS, by two (2) Board Members designated as signatories.

14.5. Audits and Auditors

14.5.1. The annual accounts of SAWS shall be prepared at the end of each Financial Year in accordance with the Generally Accepted Accounting Practice in the Republic of South Africa;

14.5.2. The Board shall propose the appointment of auditors for the purposes of the annual financial audit and the AGM shall approve the appointment of said auditors;

14.5.3. The Board shall cause proper books of account (being such books of account as are necessary to give a true and fair view of the state of SAWS and to explain its transactions) to be kept with respect to:

14.5.3.1. All sums of money received and expended by SAWS, and the matters in respect of which such receipts and expenditure take place;
14.5.3.2. All sales and purchases of goods by SAWS; and
14.5.3.3. The assets and liabilities of SAWS.

14.5.4. The books of account shall be kept at the registered office of SAWS, or at such other place as the Board deems fit, and shall always be open to the inspection of the Board. The Board may from time to time by resolution determine whether and to what extent, and at what times and places and on what conditions the books and accounts of SAWS, or any of them, shall be open to the inspection of the Members; and

14.5.5. A copy of every balance sheet, including every document required by law to be annexed thereto, which is to be laid before SAWS at the AGM, together with a copy of the Board’s report and the auditor’s report, together with group accounts shall, not less than thirty (30) Days before the date of the meetings, be sent to every member, and all other persons so entitled, but this provision shall not require a copy of such documents to be sent to any person of whose address SAWS is not aware; and

14.5.6. The AGM may from time to time dispense (if competent in law) with the necessity of an audit of the annual financial statements.

14.6. Support/Endorsement of External Organizations and National and International Funding
14.6.1. The Board may approach potential donors and actively solicit funds for conducting the business of SAWS in accordance with its purposes and objectives.

14.7. Income and Property
14.7.1. Income and property shall not be distributed to Members except as reasonable payment for work done.

15. AMENDMENTS TO SOCIETY FOUNDING DOCUMENTS
15.1. The Constitution and Memorandum and Articles of Association may only be amended at an AGM or SGM called for that purpose provided that no amendment shall be made unless due notice of the amendment has been given to the Members no less than thirty (30) Days prior to the meeting.

16. DISSOLUTION AND LIQUIDATION OF THE SOCIETY
16.1. SAWS shall exist indefinitely and will continue to exist despite changes in membership;
16.2. SAWS may be dissolved on a two-thirds (2/3) majority vote at an AGM or SGM meeting, with notice of such item on the agenda having been communicated to the Members no less than thirty (30) Days prior to the meeting;
16.3. On dissolution of SAWS any remaining assets will be donated to an organisation of similar status as the Members are not entitled to same; and
16.4. On dissolution of SAWS, the Board will be responsible for the satisfactory winding up of all SAWS affairs within a period of six (6) Months.

17. INDEMNITY
17.1. The Members of the Board and its attorneys, agents, or other persons appointed by the Board acting in their representative capacities shall not be liable in their personal capacities for any loss sustained by SAWS or by any person or member of SAWS as a result of actions performed on behalf of SAWS in good faith, arising from any cause whatsoever, save and except as a result of gross negligence or willful dishonesty;
17.2. SAWS and each member hereby indemnifies the Board and attorneys, agents, or other persons appointed by the Board hereunder, against all actions, proceedings, costs, liabilities, claims, expenses, and demands arising in any way from the execution of their office as Board Members, other than for claims arising out of gross negligence or willful dishonesty;
17.3. The Board and attorneys, agents, or other persons appointed by the Board hereunder shall further be indemnified and held harmless, both in their private and official capacities, including out of the assets of SAWS, from and against all actions, costs, charges, losses, damages and expenses which they or any of them shall or may incur or sustain by or by
reason of any act done, conducted in or omitted, in or about the execution of their respective offices, except such, if any, as they shall incur or sustain by or through their own willful dishonesty or gross negligence and none of them shall be answerable for the acts, receipts, negligence or defaults of the other or others of them or for joining in any act for the sake of conformity or for any treasurer, bankers or other persons with whom any monies or effects belonging to SAWS shall or may be lodged or deposited for safe custody, or for insufficiency or deficiency of any security upon which any monies of or belonging to SAWS shall be placed out or invested, or for any other loss, misfortune or damage which may happen by other than through their own willful dishonesty or gross negligence respectively;

17.4. SAWS does not except any liability for the acts of its Members;
17.5. Each member of SAWS shall be accountable only in respect of his own acts, and shall not be accountable for any acts done or authorised to which he shall not have expressly assented; and
17.6. No member of SAWS shall incur any personal liability in respect of any loss or damage incurred through any act, matter or thing done, authorised or suffered by him, done in good faith for the benefit of SAWS, although in excess of his legal powers.

18. APPLICABLE LAW
18.1. This agreement, and the terms and conditions contained herein, shall be construed, interpreted and governed in accordance with the laws of the Republic of South Africa.

19. DOMICILE
19.1. The domicile of SAWS shall be Rand Water, 522 Impala Road, Glenvista, Johannesburg, South Africa.

20. OFFICIAL LANGUAGE
20.1. The official language of SAWS shall be English.

21. GENERAL
21.1. Administration
21.1.1. Minutes and Correspondence
21.1.1.1. The Secretary shall keep a record of all SAWS meetings, particularly of decisions taken, and parties responsible for action. These records shall be certified correct by the relevant Chairperson at the following relevant meeting;
21.1.1.2. All correspondence of SAWS shall be distributed by email; and
21.1.1.3. Minutes of relevant meetings shall be distributed within fourteen (14) Days of the meeting.

21.2. Awards
21.2.1. The Board may award prizes to Members for meritorious achievement; and
21.2.2. The Board may from time to time determine criteria and procedures for the awarding of prizes.

21.3. Regulations
21.3.1. The Board may from time to time adopt and amend regulations in order to carry out the business and objectives of SAWS.

22. APPROVAL AND SIGNATORY

Date [Signature]
Place [Signature]
Board Chairperson [Signature]
Signature [Signature]
ANNEXURE A - DEFINITIONS

1. Unless it appears otherwise from the context, words importing any one gender shall include the other and words importing the singular shall include the plural and vice versa.

2. In this Constitution, unless otherwise specified or inconsistent with the context, words and expressions shall have the following meanings:
   2.1. "Accredited" shall mean a member who has met the criteria as set out by the Arbitration Committee.
   2.2. "AGM" shall mean the Annual General Meeting.
   2.3. "Arbitration" shall mean the process by which the parties to a dispute submit their differences to the judgment of an impartial person or group appointed by mutual consent or statutory provision.
   2.4. "Benefactor Donations" shall mean the donation of funds to SAWS by any person, persons or non-profit, academic professional, corporate or institutional organisation which shall be recorded as a benefactor of the society.
   2.5. "Board" shall mean the Board of Trustees elected to run the affairs of SAWS in terms of the Constitution.
   2.6. "Days" shall mean working Days.
   2.7. "Code of Ethics" shall mean a written set of guidelines issued by SAWS to its members and management to ensure they conduct their actions in accordance with its primary values and ethical standards.
   2.8. "Code of Science" shall mean a written set of guidelines issued by SAWS to its members to ensure they comply with its ethical standards.
   2.9. "Financial Year" means a period commencing on the first day of March of any year and ending on the last day of February of the following year.
   2.10. "Grants" shall mean funds given to SAWS by any person, persons or non-profit, academic professional, corporate or institutional organisation for a particular purpose.
   2.11. "Legacies" shall mean a gift by Will or Bequest to SAWS by any person, persons or non-profit, academic professional, corporate or institutional organisation.
   2.12. "Limited Trading Activities" shall mean to trade in the course of carrying out the objectives of SAWS and to carry on any other trading provided that it is not a substantial permanent trading activity.
   2.13. "Members" shall mean those members of SAWS whose membership subscriptions are fully paid.
   2.14. "Months" shall mean calendar months.
   2.15. "Not for Profit Organisation" shall mean an organisation that does not earn profits for its members with all funds being retained within SAWS.
   2.16. "Proxy" shall mean a person authorised in writing to act for another member.
   2.17. "Secretary" shall mean a person who is responsible to the Board for ensuring that SAWS procedures are followed and applicable rules and regulations are complied with.
   2.18. "SGM" shall mean Special General Meeting.
   2.19. "Stakeholders" shall mean a person, group, or organization that has a direct or indirect interest in SAWS.
   2.20. "Student" shall mean a person or persons attending school or studying at university or other place of higher education and who is not permanently employed.
   2.21. "Testamentary Bequests" shall mean a gift by Will or Bequest to SAWS by any person, persons or non-profit, academic professional, corporate or institutional organisation.
   2.22. "Trust Bequests" shall mean a gift by Will or Bequest to SAWS by any Trust.
   2.23. "Weeks" shall mean a normal work week starting on a Monday and ending on a Friday.
   2.24. "Wetland Community of Practice" shall mean a group of people who share a concern or a passion for the wetland field of study and learn how to do it better as they interact regularly.
2.25. "Wetland/s" in this document includes the definitions used in the Ramsar Convention, and that in the South African National Water Act (36 of 1998) namely:

2.25.1. The Ramsar Convention: An area of marsh, fen, peatlands or water, whether natural or artificial, permanent or temporary, with water that is static or flowing, fresh, brackish or salt, including areas of marine water the depth of which at low tide does not exceed six meters (Ramsar Convention 1971: Cowan, 1995).

2.25.2. The South African National Water Act (Act No 36 of 1998): Land which is transitional between terrestrial and aquatic systems, where the water table is usually at or near the surface, or the land is periodically covered with shallow water, and which in normal circumstances supports or would support vegetation typically adapted to life in saturated soils”.


2.27. "Written Notice" shall mean notice given and communicated by posted letter, electronic mail (email), Short Message Service (SMS) or facsimile. The primary method of written notice by SAWS shall be by email.