

# Event Greening Forum Constitution



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## 1 BACKGROUND

- 1.1 The Event Greening Forum was established in October 2009 and formalized in March 2011 with the aim to promote and embrace sustainable and ethical business practice within the events industry in SA, with an initial focus on conferences, exhibitions, meetings, incentives and events. It represents organized business and is based on triple bottom line principle of people, planet and prosperity (social, environmental and financial).

## 2 NAME

- 2.1 The name of the organisation is the Event Greening Forum of South Africa (hereafter referred to as the "EGF").

## 3 AIM AND OBJECTIVES

The EGF is a voluntary, non-profit organisation established with the aim to **promote and embrace sustainable and ethical business practice within the events industry** in South Africa (SA) and the following main objectives have been identified:

- 3.1 To be industry driven and have mandated **representatives** from main industry role players;
- 3.2 To set **guidelines** around minimum requirements for event greening;
- 3.3 To determine **baselines and key performance indicators** which can be used to set specific objectives and timelines for event greening and encourage the collection, measurement and evaluation of data;
- 3.4 To **raise awareness** and promote **training and education** opportunities for event greening principles and practices;
- 3.5 To develop appropriate **marketing and branding** material to promote event greening principles and practices;
- 3.6 To provide a platform for **sharing information and best practice** around event greening principles and practices;
- 3.7 To work towards a common understanding which can help to **integrate current greening initiatives** and industry role players, rather than develop an independent entity;
- 3.8 To initially work as a **voluntary system**, but to encourage and act as a catalyst for **appropriate regulation**;
- 3.9 To promote **communication with Government** and encourage them to adopt and promote event greening processes, standards and regulations
- 3.10 To **raise funds** to ensure the long-term sustainability of the EGF;

- 3.11 To encourage the highest standards of **professionalism, ethics and integrity** amongst its members; and
- 3.12 To **lead industry practice** through actions.

## 4 LEGAL STATUS

- 4.1 The EGF is a body with its own legal identity, which is separate and has an independent existence from its individual members. The EGF shall thus, and by virtue of perpetual succession, continue to exist even if the members change. The EGF may inter alia enter into contracts, and sue or be sued in its own name.

## 5 NON-PROFIT DISTRIBUTING CHARACTER

- 5.1 The **income and property** of the EGF shall be used solely for the promotion of its stated aim and objectives. The members and the office-bearers shall have no rights to the property or other assets of the EGF solely by virtue of them being members or office-bearers. No portion of the income or property of the EGF shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of the EGF or Management Committee, except as:
  - 5.1.1 reasonable compensation for services actually rendered to the EGF;
  - 5.1.2 reimbursement of actual costs or expenses reasonably incurred on behalf of the EGF.
- 5.2 Upon the **dissolution** of the EGF, 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 non-profit organisation which the Management Committee (and failing which any division of the High Court) considers appropriate and which has objectives the same or similar to the objectives of the EGF; and should the EGF become an approved public benefit organisation:
  - 5.2.1 is a similar public benefit organisation which has been approved in terms of section 30 of the Income Tax Act, or
  - 5.2.2 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.
- 5.3 The EGF intends to apply to the Commissioner for the South African Revenue Service **exemption from appropriate taxes and duties.**

## 6 POWERS

- 6.1 The EGF, acting through its Management Committee, or at General Meeting, shall have all the powers necessary for it to carry out its stated objectives effectively. Such powers shall include, but not be limited to, the **General Investment and Administrative Powers** set out in the attached Schedule A.

## 7 MEMBERS & MEMBERSHIP

- 7.1 **Membership Categories:** Membership is based on the following membership categories, which can be revised over time by the Management Committee.
- 7.1.1 Founding Members: The founding members of the EGF actively participate in the management of the EGF. They are not required to pay a membership fee, yet provide an important service to the EGF through marketing and support. Their members, employees, partners and directors are required to apply for membership as outlined below. A list of the Founding Members is attached as Schedule B.
- 7.1.2 Corporate Member: Open to companies such as hotels; convention centres; conference centres; meeting venues; event facilities; Convention Bureau's and other organisations and other providers of event, meeting or convention facilities. Membership recognises the company or organisation itself and is specific to each individual facility or organisation. Their members, employees, partners and directors are required to apply for membership as outlined below.
- 7.1.3 Public Sector Member: The public sector is encouraged to register for Corporate Membership per department or Agency. Their members, employees, partners and directors are required to apply for membership as outlined below.
- 7.1.4 Supplier Member: Open to all suppliers of goods or services to the meetings and events industry including transportation providers; audio/visual; catering; technical services providers; exhibition organisers or suppliers; furniture and equipment suppliers; or any other service company directly relating to the meetings and events industry. Their members, employees, partners and directors are required to apply for membership as outlined below.
- 7.1.5 Professional Service Provider Member: Open to all participants in the meeting and events industry and anyone directly responsible for managing, organising or planning events, or providing non-tangible services to the industry, such as event organisers and PCO's and consultants. Their

members, employees, partners and directors are required to apply for membership as outlined below.

- 7.1.6 Individual Member: This category of Membership is only open to individuals in their personal capacity. Activity, participation in or the provision of services or products in and/or to the event and meetings industry is not a prerequisite of membership.
- 7.1.7 Student Member: Open to any current or enrolled student studying in the field of event, tourism, hospitality or related management fields.
- 7.2 The Management Committee may admit **new members** from time to time whose membership shall be subject to the submission of a duly completed application form and any conditions of membership (such as the payment of membership fees), which the Management Committee shall stipulate from time to time.
- 7.3 The Management Committee may **suspend or terminate the membership** of any member provided that:
  - 7.3.1 At least (21) twenty-one days prior written notice is given to all members of the Management Committee of the intention and reason to terminate a membership; and
  - 7.3.2 At least (21) twenty-one days prior written notice is given to the member concerned, the notice shall invite the member to make written or verbal representations to the Management Committee, as the member may consider appropriate.
  - 7.3.3 The decision of the Management Committee to suspend or terminate a membership, shall be subject to confirmation by a resolution of two thirds of the members of the EGF Management Committee. A resolution signed by all members of the Management Committee shall be as valid as if passed at a duly convened meeting of the Management Committee.
  - 7.3.4 Upon termination or suspension of membership a member will be advised in writing within twenty-one (21) days that their membership has been terminated and the reason/s for this decision.
- 7.4 The decision of the Management Committee to **admit an applicant to membership** shall be subject to confirmation by a resolution of two thirds of the members of the EGF present at the next General Meeting.
  - 7.4.1 Upon admission the applicant will be advised in writing within twenty-one (21) days.
- 7.5 Any member may **voluntarily terminate** their membership at any time upon written notice to the EGF, in which event the members is required to forthwith delete and remove any reference to its membership from its stationery, website and any other forms of communication.

- 7.6 It is incumbent on members to advise the EGF forthwith of any **change in the name of their business or postal address** as reflected on the records of the EGF.

## **8 The Management Committee**

### **8.1 Composition**

- 8.1.1 The Management Committee shall comprise at least eight (8) but not more than twelve (14) members. The Management Committee shall comprise of:

- 8.1.1.1 The Chairperson;
- 8.1.1.2 The Vice Chairperson;
- 8.1.1.3 The Secretary and / or Treasurer;
- 8.1.1.4 Eight (8) Founding Member association representatives; and
- 8.1.1.5 Three (3) other members.

- 8.1.2 The Management Committee may co-opt additional members as it may consider appropriate from time to time. The co-opted members shall serve for such period, as the Management Committee considers appropriate.

### **8.2 Election**

- 8.2.1 The first Management Committee will comprise of the Founding Members who signed the founding statement in March 2011, and shall hold office until the first Annual General Meeting after such appointment, when all of them shall resign.

- 8.2.2 At the first Annual General Meeting, a new Management Committee shall be elected. Thereafter, 50% of the Management Committee shall resign and new members elected to replace them. At each succeeding Annual General Meeting 50% of the Management Committee will resign and new members of the Management Committee will serve for a two year period. Resigning Management Committee members shall be eligible for re-election or co-option.

- 8.2.3 Management Committee members shall be members of the EGF.

### **8.3 Powers**

- 8.3.1 The affairs of the EGF shall be controlled and managed by the Management Committee. Subject to the terms of this constitution and to the resolutions of members in General Meeting, the Management Committee may exercise all the powers of the EGF.

- 8.3.2 The EGF, in General Meeting, may review, approve or amend any decision taken by the Management Committee, but no such resolution of the EGF shall invalidate\* any prior action taken by the Management Committee in accordance with the provisions of this Constitution.

8.3.3 The Management Committee may appoint a Chief Executive and other officers and employees as it may consider necessary from time to time upon such terms and conditions as it may consider appropriate.

#### **8.4 Vacating Office**

8.4.1 The office of a Management Committee member shall be vacated if a member:

8.4.1.1 resigns; or

8.4.1.2 becomes unfit and/or incapable of acting as such; or

8.4.1.3 would be disqualified, in terms of the Companies Act or equivalent legislation in force from time to time, from acting as a Director of a Company; or

8.4.1.4 is removed by the Management Committee.

8.4.2 The Management Committee may remove a member from the Management Committee provided that:

8.4.2.1 At least (21) twenty-one days prior written notice is given to all members of the Management Committee of the intention and reason to removed the member;

8.4.2.2 At least (21) twenty-one days prior written notice is given to the member concerned, and the notice shall invite the member to make written or verbal representations to the Management Committee, as the member may consider appropriate; and

8.4.2.3 That the decision be made by resolution adopted by at least two-thirds (2/3) of the Management Committee in office, being not less than the required minimum of six (6).

8.4.3 The Management Committee shall not be obliged to furnish reasons for its decision/s regarding removal except to the member removed and to the members of the EGF in General Meeting.

8.4.4 Should a position on the Management Committee fall vacant, the Management Committee, by resolution adopted by at least two-thirds (2/3) of its members in office from time to time, being not less than the required minimum of six (6), may [and if the vacancy reduces the number of members to less than six (6), shall] co-opt a member/s to fill the vacancy/ies. The office of any person so co-opted as member of the Management Committee shall lapse unless confirmed by resolution of members at the next General Meeting.

## 9 Meeting Procedures

### 9.1 Management Committee Meetings

- 9.1.1 The Management Committee shall conduct its meetings and regulate its proceedings as it finds convenient, provided that:
- 9.1.2 The Chairperson, or in his or her absence, the Vice-Chairman or in his or her absence an appointed committee member, shall chair all meetings of the Management Committee which he or she attends. In the absence of the Chairperson and the Treasurer, the remaining members of the Management Committee shall elect a chairperson from those attending.
- 9.1.3 The Chairperson shall convene a meeting of the Management Committee, at least quarterly or at the written request of any two (2) members of the Management Committee and may convene such a meeting at any other time.
- 9.1.4 The quorum necessary for the transaction of any business by the Management Committee shall be half (50%) plus one member of the Management Committee members serving at any given time.
- 9.1.5 At meetings of the Management Committee each member shall have one (1) vote.
- 9.1.6 Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.
- 9.1.7 Proper minutes shall be kept of the proceedings of the Management Committee by the Secretary in a minute book, and a record of the persons present at each meeting. The secretary shall, as soon as practical after each meeting, and in any event within 14 (fourteen) days, deliver to each member of the Management Committee a copy of the draft minutes of such meeting, setting out in full any resolutions passed at such meeting. The draft minutes will be considered and approved, with or without modification, at the next Management Committee meeting, and shall be signed by the member who chairs the meeting.
- 9.1.8 A resolution signed by all members of the Management Committee shall be as valid as if passed at a duly convened meeting of the Management Committee.
- 9.1.9 The Management Committee may delegate any of its powers to any of its members, or to a special purpose committee. The member, committee, employee or agent to whom such delegation is made shall conform to any regulations and procedures that may be stipulated by the Management Committee from time to time.

## **9.2 Annual General Meetings**

- 9.2.1 An Annual General Meeting of the EGF shall be held within a period of fifteen (15) months of the adoption of this Constitution. Subsequent Annual General Meetings shall be held within six (6) months of the end of each financial year.
- 9.2.2 The Chairperson shall be convene the Annual General Meeting with not less than twenty-one (21) days prior written notice to all members entitled to attend the meeting. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.
- 9.2.3 A quorum constituting an Annual General Meeting of the EGF shall be the lesser of:
- 9.2.3.1 Fifteen (15) members; or
- 9.2.3.2 One quarter (25%) of the members.
- 9.2.3.3 Should any General Meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to the next day, which shall be within twenty-four (24) hours thereafter. The notice reflecting such adjournment shall be given to the members and in the manner provided for in this Constitution. At such reconvened General Meeting, the members then present or represented in person or by proxy shall be deemed to constitute a quorum.
- 9.2.4 The business of an Annual General Meeting shall include:
- 9.2.4.1 the presentation and adoption of the Annual Report of the Chairperson;
- 9.2.4.2 the consideration of the Annual Financial Statements;
- 9.2.4.3 the election of members to serve on the Management Committee for the following year;
- 9.2.4.4 the appointment of Auditors (if required);
- 9.2.4.5 other matters as may be considered appropriate.

## **9.3 Other General Meetings**

- 9.3.1 Other General Meetings of the EGF shall be convened at any time by the Chairperson or at the written request of:
- 9.3.1.1 The Management Committee; or
- 9.3.1.2 the lesser of one quarter (25%) of the members of the EGF who are in good standing.
- 9.3.2 Any General Meeting other than the Annual General Meeting shall be convened on not less than fourteen (14) days written notice to all members. The notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting: provided that: should

the Chairperson, having been requested to give such notice, fail to give it within seven (7) days of the request, the persons requesting the meeting shall be entitled themselves to give notice of and to convene the meeting, in which event the provisions of this clause will apply mutatis mutandis.

9.3.3 A quorum constituting a General Meeting of the EGF shall be the lesser of:

9.3.3.1 Fifteen (15) members; or

9.3.3.2 One quarter (25%) of the members.

9.3.4 Should any General Meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to the next day, which shall be within twenty-four (24) hours thereafter. The notice reflecting such adjournment shall be given to the members and in the manner provided for in this Constitution. At such reconvened General Meeting, the members then present or represented in person or by proxy shall be deemed to constitute a quorum.

#### **9.4 Resolutions and Voting**

9.4.1 At all General Meetings, a resolution put to the vote shall be decided by means of a show of hands or by ballot. A vote by ballot shall be held only if demanded by the Chairperson or not less than one third (1/3) of the persons voting in person or by proxy. The result of the vote shall be the resolution of the meeting.

9.4.2 Each member present or represented at such meeting shall be entitled to one (1) vote.

9.4.3 Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.

9.4.4 The instrument appointing a proxy shall be in writing, signed by the member and deposited with the Chairperson before the meeting for which it is intended. The Chairperson of the meeting shall rule out any challenge as to the qualification and entitlement to vote of a proxy and his/her decision shall be final and conclusive.

#### **9.5 Minute Keeping**

9.5.1 Proper minutes shall be kept of the proceedings of all Management Committee and General Meetings, and a record of the persons present at each meeting. The minutes shall be signed by the chairperson of the meeting, and shall be available for inspection or copying by any member on two (2) days notice to the Secretary or his or her deputy.

#### **9.6 Powers**

9.6.1 Subject to the provisions of Clause 8.3.1 above, a duly convened General Meeting of the EGF, at which a quorum is present, is competent to carry out

all the objectives and to exercise all the powers of the EGF as set out in this Constitution.

## **9.7 Notices**

- 9.7.1 Notice of all meetings provided for in this Constitution, shall be delivered personally or via e-mail to the last e-mail address notified to each member concerned with the EGF, or in any other manner as the Management Committee may decide from time to time.

## **10 FINANCIAL MATTERS**

### **10.1 Bank Account**

- 10.1.1 The Management Committee shall open a bank account in the name of the EGF with a registered Bank. The Management Committee shall ensure that all monies received by the EGF are deposited in the abovementioned bank account as soon as possible after receipt.

### **10.2 Signatures**

- 10.2.1 All cheques, promissory notes, EFT and other documents requiring signature on behalf of the EGF shall be signed or authorized as the case may be by two (2) of the Management Committee members, whereas one of the signatories must be the Chairman, Vice-Chairman or Treasurer.

### **10.3 Financial Year End**

- 10.3.1 The EGF's financial year end shall be December.

### **10.4 Financial Records**

- 10.4.1 The Management Committee shall ensure that the EGF keeps proper records and books of account, which fairly reflect the affairs of the EGF.

### **10.5 Annual Narrative Report and Financial Statements**

- 10.5.1 The Management Committee shall ensure that the EGF prepares an annual narrative report describing the EGF's activities and an Annual Financial Statement for each financial year.
- 10.5.2 The Annual Financial Statements shall conform to generally accepted accounting principles (GAAP) and shall include a statement of income and expenditure and a balance sheet of assets and liabilities.
- 10.5.3 Within three (3) months after drawing up the Annual Financial Statements, the Management Committee shall ensure that the books of account and financial statements are audited and certified in the customary manner by an independent practicing chartered accountant. A copy of the Annual Financial Statements and annual narrative report shall be made available to all members as soon as possible after the close of the financial year.

## **11 AMENDMENTS TO THE CONSTITUTION AND DISSOLUTION**

- 11.1 The terms of this Constitution may be amended, the name of the EGF may be changed and the EGF may be dissolved by resolution of two thirds (66%) of the members present at a General Meeting: provided that proper notice of the meeting is given not less than twenty-eight (28) days prior to the date of the Meeting and such notice states the nature of the resolution to be proposed.

## **12 INDEMNITY**

- 12.1 Subject to the provisions of any relevant statute, members of the Management Committee and other office bearers shall be indemnified by the EGF for all acts done by them in good faith on its behalf and provided they were duly authorised at the time. It shall be the duty of the EGF to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into, or act done by him or her, in his or her said capacity, in the discharge, in good faith, of his or her duties on behalf of the EGF.
- 12.2 Subject to the provisions of any relevant statute, no member of the Management Committee and or other office bearer of the EGF shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the EGF, which occurs in the execution of the duties of his or her office, unless it is due to the dishonesty of both/all the parties.

## **13 DISPUTES**

- 13.1 In the event of a material disagreement causing disruption and which may have a negative impact on the functioning of the Management Committee between the members of the Management Committee and/or the EGF regarding the interpretation of this constitution, then any two (2) Management Committee members or any five (5) members of the EGF shall be entitled to declare a dispute. Such declaration shall be in writing, state the issue in dispute, and be addressed to the Management Committee.
- 13.2 The Management Committee shall consider such declaration within two (2) weeks of receiving it. Should the Management Committee not be able to resolve the dispute to the satisfaction of the person(s) declaring it, the dispute shall be referred either to a mediator or arbitrator.
- 13.3 Should the dispute be referred to a mediator, the person(s) declaring the dispute and the Management Committee must agree on a suitable mediator and to the costs of such mediation. A mediator may recommend an appropriate resolution of the dispute.

- 13.4 In the absence of agreement regarding a mediator or should mediation not resolve the dispute, the dispute shall be referred to arbitration. The arbitrator shall be such suitably qualified person/s as the person(s) declaring the dispute and the Management Committee may mutually agree. Alternatively, the President of the Gauteng Law Society shall appoint an appropriate arbitrator in his/her sole discretion.
- 13.5 The arbitration shall be held on an informal basis, and the arbitrator shall have the power to determine the procedure to be adopted subject to principles of natural justice.
- 13.6 The arbitrator may base her/his award not only upon the applicable law but also upon the principles of equity and fairness.
- 13.7 The person(s) declaring the dispute and the Management Committee, beforehand, may agree to share the costs of the arbitration. In the absence of such agreement the arbitrator shall decide which parties shall be liable for the costs.
- 13.8 The decision of the arbitrator shall be final and binding upon all parties and capable of being made an Order of Court on application by any of them.

## 14 LIST OF SCHEDULES

- A. GENERAL ADMINISTRATIVE AND INVESTMENT POWERS
- B. SCHEDULE OF FOUNDING MEMBERS

### Approval:

Version 1 signed by Justin Hawes, founder and co-chair of the Event Greening Forum, on 28 October 2011.

Version 2 submitted for consideration at the first AGM in March 2012.

Amendments were approved on 29 February 2012 (date) at the EGF AGM, Sandton Convention Centre, Johannesburg (place).

Signature



Name Grace Stead

Date 29 February 2012

Signature



Name Justin Hawes

Date 29 February 2012

# SCHEDULE A

## GENERAL ADMINISTRATIVE AND INVESTMENT POWERS

1. To employ staff and hire professional and other services.
2. To institute or defend any legal or arbitration proceedings and to settle any claims made by or against the EGF.
3. To open and operate accounts with registered banks and building societies.
4. To make and vary investments and re-invest the proceeds of such investments on condition that any investments made by the EGF shall be with Financial Institutions as defined in Clause 7 above.
5. To accept donations made to the EGF and retain them in the form in which they are received, or sell them and re-invest the proceeds.
6. With regard to movable and immovable property and tangible and intangible assets of whatsoever nature:
  - 6.1 to purchase or acquire property and assets;
  - 6.2 to maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of the EGF;
  - 6.3 to donate and transfer the property and assets of the EGF to organisations with the same or similar objectives and the same exemptions from taxes and duties to those of the EGF.
- 7 To borrow and to use the property or assets of the EGF as security for borrowing;
- 8 To guarantee the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of the EGF.
- 9 To execute any act or deed in any deeds registry, mining titles or other public office.
- 10 To work in collaboration with other organisations and to amalgamate with any organisation with the same or similar objectives and the same exemptions from taxes and duties to those of the EGF.
- 11 To exercise all the management and executive powers that are normally vested in the Board of Directors of a Company.
- 12 To exercise all the powers and authority of the EGF not only in the Republic of South Africa but in any other part of the world.

# SCHEDULE B

## LIST OF FOUNDING MEMBERS

- Exhibition & Event Association of Southern Africa (EXSA)
- Southern African Association for the Conference Industry (SAACI)
- Southern African Tourism Services Association (SATSA)
- Federated Hospitality Association of Southern Africa (Fedhasa)
- Certified Meeting Professional Network South Africa (CMP Network SA)
- International Festivals & Events Association (IFEA)
- Technical Production Services Association (TPSA)
- South African Roadies Association (SA Roadies)