

# SOUTHERNS BEEKEEPING ASSOCIATION

Formerly  
SOUTHERN TRANSVAAL BEEKEEPERS' ASSOCIATION  
(FOUNDED 1907 as THE SOUTH AFRICAN BEEKEEPERS' ASSOCIATION)

## CONSTITUTION (As Amended April 2009)

MEMBER OF THE SOUTH AFRICAN BEE INDUSTRY ORGANIZATION

### ARTICLES OF ASSOCIATION

#### 1. DEFINITIONS

- The Association**     Southernns Beekeeping Association
- SABIO**                 South African Bee Industry Organisation
- The Committee**     Office Bearers and or Trustees of the Association and those elected or co-opted to run the affairs and management of the Association
- Apiculture**             The study or keeping of Honeybees

#### 2. INTERPRETATION

- 2.1 In these Articles of Association and any Annexures aligned thereto unless the context indicates the contrary intention, an expression which denotes:
- 2.1.1 any gender includes the other gender;
  - 2.1.2 a natural person includes a juristic person and *vice versa*;
  - 2.1.3 the singular includes the plural and *vice versa*.

#### 3. AMENDMENTS

- 3.1 No article in this Constitution shall be rescinded, added to, or otherwise varied, except by Special resolution at General Meetings.

#### 4. AIMS AND OBJECTIVES

The Association is established with the aims and objectives of: -

- 4.1 Promoting and advancing the science of Apiculture;
- 4.2 Establishing and maintaining competency and professional conduct amongst its members;
- 4.3 To co-operate in maintaining the objectives of SABIO in its capacity as the statutory established Regulatory Body for the Beekeeping Sector in South Africa;
- 4.4 Stimulating and assisting in the establishment and maintenance of educational and training facilities in all aspects of apiculture;
- 4.5 Entering into affiliation with other associations having similar aims and comparable constitutions;
- 4.6 To promote the interests of the beekeeping fraternity for the mutual benefit of all;
- 4.7 Accepting donations, raising moneys and undertaking investments to assist the Association in carrying out its objectives;
- 4.8 To render assistance to agriculture where ever possible;
- 4.9 Keeping its members informed of all relevant issues pertaining to Beekeeping in Gauteng Province, South Africa and Internationally;

- 4.10 To promote the preservation of bees in the environment and to educate and encourage members of the Public to be consciously aware of the benefits of having a sound and healthy bee population in both urban and rural areas;
- 4.11 To hold regular meetings, Field Days and Field Trips for its members to educate, inform and stimulate discussions on issues of interest and importance to the practice and science of Apiculture;
- 4.12 To promote competitive challenges amongst its members through the organisation of such forums as Honey Competitions and/or Shows and other means of awarding recognition of individual achievement within Apiculture and the activities of the Association;
- 4.13 To promote intellectual and informative debate within the apicultural sector of South Africa by the organisation of Conferences, Seminars and Workshops for the wider beekeeping fraternity and general public;
- 4.14 Doing all such other things, within the confines of the law, as are incidental or conducive to the attainment of its objectives.

## **5. PERSUASIONS**

- 5.1 The Association shall not align itself with any political, cultural or religious organisation.
- 5.2 The Association shall act in a non discriminatory manner in respect of all its Policies, Practices and Public Relations Affairs.

## **6. MEMBERSHIP**

- 6.1 All persons who are concerned, interested, or engaged in or who intend to become concerned, interested, or engaged, directly or indirectly, in the keeping of bees, bottling of honey, or the sale or manufacture of equipment related to the beekeeping sector may apply to join the Association. A person whose application has been accepted by the Association and who has paid the current membership fee shall be a member of the Association for that year.
- 6.2 Membership of the Association shall comprise those categories as may be determined by the Committee from time to time to suit the needs of the Association and its activities.
- 6.3 Subject to the approval of the Association in an Annual General Meeting, the Committee shall have the power to nominate as a **Fellow** of the Association any member who has been a member of the Association for not less than five (5) years and who has, for a sufficient period, held positions of responsibility within the Association by serving on the Committee, or is of such eminence or has such experience that their election as a Fellow would, in the opinion of the Committee, be in the interests of the Association.
- 6.4 Subject to the approval of the Association in an Annual General Meeting, the Committee shall have the power to nominate as an **Honorary Life Member** any person whom the Committee considers to be deserving of such honour by reason of their outstanding contribution to the Association's activities and / or to the Apicultural sector in general.
- 6.5 Each member shall have one vote on any question being considered at any meeting of the Association except that the Chairman of any meeting shall in addition have a casting vote.
- 6.6 The rights and privileges of every member shall be personal to himself and shall not be transferable or transmissible by his own act or by operation of the law.

- 6.7 Any person, whose interests would better be served by another Association affiliated to the relevant legal beekeeping body, may be encouraged to join that Association but nothing shall prevent a member from belonging to another Beekeeping Association or body associated with the Apicultural Sector.

## **7. MEMBERSHIP FEES**

- 7.1 The annual membership fee shall be determined by the Committee on an annual basis, but no such determination involving an increase in the membership fees will be effectual unless and until confirmed by the Association at the Annual General Meeting.
- 7.2 Annual subscriptions shall be payable in advance on the 1st day of January in each year or on such dates as may be determined by the Executive.
- 7.3 Any person who becomes a member prior to the 30<sup>th</sup> June shall forthwith pay his annual subscription in respect of the whole current year. Any person who joins the Association after the 1<sup>st</sup> July shall pay a fee for the remainder of the year which shall be half the annual fee.
- 7.4 Members shall be issued with an invoice indicating the payment of fees for that year or part of such year and proof of payment of such invoice shall remain proof of membership for that Association Year.
- 7.5 Subject to the approval of the Association in an Annual General Meeting, the Committee shall have the power to vary the annual membership fee of members who fall into those categories, (such as members who are pensioners or live in remote areas or belong to the same family unit or are unemployed etc.) which the Committee shall from time to time determine.

## **8. TERMINATION OF MEMBERSHIP**

- 8.1 Any member may resign his membership by giving the Secretary of the Association notice, in writing, to that effect. There will be no reimbursement of any fees already paid for the remainder of the year.
- 8.2 In the event that any member, irrespective of his status, brings the name of the Association into disrepute, acts in any manner in disregard of the Aims and Objectives of the Association (Article 4 above), or acts in any other unethical manner in the course of his beekeeping activities may at the discretion of the Committee be suspended for a limited duration or expelled permanently from membership of the Association. Before any such action may be taken by the Committee such member shall be afforded the opportunity to respond before the Committee to such allegations.
- 8.3 Every member shall be bound to further, to the best of his ability, the objectives, interests and influence of the Association and shall observe the Association's Code of Conduct and Policy on Ethics in Beekeeping. He shall not abuse his connection with the Association to further his business interests. Anyone being considered by the Committee to have contravened this article may be subject to censorship as per item 8.2 above.

## **9. THE ASSOCIATION YEAR**

- 9.1 The Association's financial year shall run from 1<sup>st</sup> October to the following 30<sup>th</sup> September each year.

## **10. ANNUAL GENERAL MEETING AND EXTRA-ORDINARY MEETINGS**

- 10.1 An Annual General Meeting of the Association shall be held within (3) months of the end of the financial year.
- 10.2 The Secretary shall despatch, by email or post, the notice and agenda of the AGM to all members at least (30) days before the scheduled date of the meeting.
- 10.3 The business to be dealt with at the AGM shall be:
- 10.3.1 To receive the Annual Report of the Committee of what has taken place during the year under review.
  - 10.3.2 To receive the Annual Financial Statements for the year under review.
  - 10.3.3 To elect new Committee members or re-elect those Committee members who retire by rotation.
  - 10.3.4 To appoint an independent auditor or such other duly competent person or persons to audit the Financial Statements of the Association during the forthcoming Association year.
  - 10.3.5 To transact any other business of which due notice has been given.
- 10.4 The Committee may, whenever they think fit, convene an Extra-Ordinary General Meeting and shall do so within (21) days of receiving a written request stating the purpose for which the meeting is required and signed by no less than one-tenth of the total number of members.
- 10.5 The Secretary shall give at least (14) fourteen days notice of an Extra-Ordinary General Meeting to all members by e-mail or by post.
- 10.6 A Quorum at the Annual General Meeting or Extra Ordinary General Meeting shall consist of no less than one-tenth of the members, excluding the Committee members.
- 10.7 If a Quorum is not present one half hour after the appointed time of the meeting then, if those members present together with the members of the Committee can make up the numbers, the meeting shall proceed with each detail. If the Quorum cannot be attained at this juncture a new date within no more than three (3) weeks shall be made to hold the meeting and all members shall be given at least two weeks notice of the new date, time and place at which the meeting will be held. Should this second meeting not reach the Quorum the Committee, with those members present, shall decide the fate of all items on the agenda.

## **11. THE COMMITTEE**

- 11.1 The General Affairs of the Association shall be run by the Committee. There shall be a minimum of four and a maximum of eight Committee Members elected by the members of the Association at Annual General Meetings. All elected Members of the Committee shall take up office from the date of the Annual General Meeting at which they are elected.
- 11.2 Only Members of the Association may serve on the Committee.
- 11.3 The Committee may, from time to time, co-opt any members of the Association on to the Committee to fill vacant positions. Co-opted members shall take up

office immediately upon co-option and shall retain their positions only until the next Annual General Meeting but shall be eligible for re-election.

- 11.4 Each member elected to the Committee shall, for continuity, serve on the Committee for a period of two (2) years.
- 11.5 No person shall remain on the Committee with the same portfolio for a continuous period exceeding four (4) years.
- 11.6 The retiring Chairman shall hold an ex-officio office for the proceeding year.
- 11.7 If a member of the Committee is absent from (3) three or more consecutive committee meetings, without apology, his/her place shall be declared vacant.
- 11.8 Any member of the Committee or the entire Committee may be dismissed by a resolution passed by the members at a General or Extra Ordinary Meeting convened for such purpose. In such an event the meeting shall immediately elect a new Committee.
- 11.9 The Committee may, notwithstanding any vacancy in their body, continue to act in terms of their duties provided always that in case that the Members of the Committee shall, at any time, be reduced in number to less than (4) four, it shall be lawful for them to act as the Committee for the purpose of filling up vacancies in their body, or of summoning a General Meeting, but not for any other purposes.

## **12. COMPOSITION OF THE COMMITTEE**

- 12.1 The Committee shall comprise of such portfolios as are required for the efficient functioning of the Association and shall include the following prerequisite titles:
  - 12.1.1 Chairman
  - 12.1.2 Secretary
  - 12.1.3 Treasurer
- 12.2 Further portfolio positions such as Membership Officer, Programmes Co-Ordinator, Newsletter Editor or Public Relations Officer may be included as well as any other position, including non specified portfolio holders as decided by the Committee, necessary to achieve the aims and objectives of the Association.
- 12.3 Any one member of the Committee may hold two portfolios provided that all other members of the Committee hold at least one portfolio.
- 12.4 Subject to the ratification of the Committee acting as a body, the duties of the portfolio holders shall include but not be limited to:
  - Chairman: To attend functions in his capacity as Chairman of the Association: To ratify matters of importance: To call for business meetings of the Committee when required: To act as spokesperson of the Association in any media forum or to delegate such function.
  - Secretary: To keep all business records of the Association. To send out notification of meetings, field days or whatever is deemed necessary. To draw up agenda for Business Meetings, etc.
  - Treasurer: To keep the Accounts as stated in these Articles.

Membership Officer: To maintain a register of Members: To administer all aspects relating to Membership.

Editor: To compile the Association's Newsletter and to liaise with the Editor of the SA Bee Journal with respect to all matters associated with such journal.

### **13 DUTIES AND OBLIGATIONS OF THE COMMITTEE**

13.1 The affairs of the Association shall be managed by the Committee and shall include inter alia the following functions:

13.1.1 managing the finances of the Association;

13.1.2 determining issues relating to membership of the Association;

13.1.3 determining the Association's programme of events;

13.1.4 dealing with communications, public relations and the marketing of the Association through local and electronic media forums;

13.1.5 discussing and determining issues affecting the Association in relation to the beekeeping industry in general and SABIO in particular;

13.1.6 any other matters which the Committee is required or entitled to determine in terms of this Constitution.

13.2 The Committee may delegate any of their duties and obligations to a sub-Committee as they think fit, and/or any special forum formed for any purpose consistent with the aims and objectives of the Association.

13.3 The Committee may from time to time formulate Policies or Codes which, in their opinion, shall be in keeping with the aims and objectives of the Association. Such Policies or Codes shall be placed before the membership to be ratified at any General Meeting prior to being accepted as official policy and practice of the Association.

13.4 The Committee may from time to time introduce any administrative or general practice on their own cognisance which shall not be in conflict with this Constitution and which, in their opinion, shall be for the better running of the Association.

13.5 The Committee shall cause proper minutes to be made of all Committee meetings, or any other meetings for which a record is required.

13.6 The Committee shall meet as often as is necessary, with the intervals being no greater than two months apart. The meeting will run as per agenda. A minimum of (24) twenty-four hours notice should be given to hold such a meeting.

### **14 ACCOUNTS**

14.1 The Committee shall cause proper and sufficient books of account to be kept with respect to:

14.1.1 The sums of money received and expended by the Association and the manner in respect of which such receipts and expenditure take place (i.e.) in terms of Monthly Income Statements;

14.1.2 The assets and liabilities of the Association (i.e.) in terms of a Monthly Balance Sheet;

14.1.3 All sales and purchases of goods by the Association.

14.2 The books of account shall be kept at the registered office or at such other place or places as the Committee shall think fit, and shall always be open to inspection to the Members of the Committee.

14.3 At each Annual General Meeting the Committee shall cause to be prepared and to be laid before the Association an income and expenditure account and balance sheet made up to the end of the immediately preceding financial year.

14.4 The Annual Financial Statements of the Association shall be subject to perusal and audit by such person or persons duly appointed in terms of Item 10.3.4.

## **15. PROPERTY AND DONATIONS**

15.1 Any donation may be accepted by the Committee of the Association.

15.2 All books, memorabilia or trophies donated or bequeathed to the Association shall be housed at a suitable secure venue as determined by the Committee. A detailed list of publications shall be maintained at all times and be presented at the Annual General Meeting.

15.3 The Committee shall endeavour to secure for the Association the copyright of Papers presented to the Association.

15.4 Should funds permit fixed property may be acquired for educational, administrative and meeting purposes.

## **16. INSURANCE AND LIABILITY OF ASSOCIATION**

16.1 The Association shall not be liable for any accidents which may occur to participants whether members of the Association or other persons at Meetings, or on Field Days, Field Trips or any other Outing organised by the Association. All persons attending such functions or Outings shall be responsible for their own dress and safety. If however should a person by what ever means or conduct be a hazard to other persons he may be instructed to leave the area by a member of the Committee.

16.2 The Association may seek out the availability of insurance in the interests of all members. It may also seek representation with insurance companies in the preparation and formulation of policies, but the Association will not bear any surety whatever in this regard.

16.3 Every member shall be encouraged to obtain his own insurance for public liability in beekeeping activities which may be obtained through the offices of SABIO. The Association shall not be held liable for any public liability claims made by any third party against any member arising out of his beekeeping activities.

16.4 Each member will be responsible for his own actions whilst dealing with bees. The Association may give guidelines in the management of beekeeping but will not accept responsibility for any accidents which may occur, due to the placing of hives such that they do not conform to the laws and by-laws of any municipality or local government body, or any other beekeeping activity. Each member must seek out their own legal advice for their own account should there be any claims made against them.

## **17. REPRESENTATION AND AFFILIATION TO SABIO AND OTHER BEEKEEPING BODIES**

- 17.1 The Committee may nominate one or more of its members to represent the interests of the Association on SABIO or any other relevant apicultural forum or other body to act in accordance with these articles of association.
- 17.2 A representative from the Association shall remain on the proposed forum for the duration of that forum's Constitution, unless by decision of the Committee the representative is requested to relinquish his position as representative of the Association on such forum. Any representative who is nominated by the Committee to stand on any forum may, during his term of office, formally approach the Committee in writing to resign such position, which request should not be unreasonably denied by the Committee.
- 17.3 Nothing shall prevent any individual member of the Association from accepting nomination to any formal beekeeping body, including the Board of SABIO, in his own personal capacity for the purposes of promoting apiculture within South Africa or internationally.

## **18. TERMINATION AND WINDING UP OF THE ASSOCIATION**

- 18.1 The Association shall be dissolved and its affairs wound up if the members should, by special Resolution at a General Meeting, so direct.
- 18.2 If upon the winding up or dissolution of the Association there remains after the satisfaction of all its debts and liabilities, any financial assets or property whatsoever, the same shall not be paid to or distributed amongst the members of the Association, nor the Committee, but shall be held in Trust by the relevant legal entity so appointed, until such time as the Association may be re-established.
- 18.3 All books of accounting records shall be kept in Trust by the relevant legal beekeeping body until such time that the Association is re-established.
- 18.4 Any capital remaining shall be held in Trust by the relevant legal entity so appointed and such body may utilise any interest earned for the purposes of administering the Trust.

## **19. ACCEPTANCE AND SIGNING**

**IT** is hereby recorded that these articles were presented before the General Meeting held on the \_\_\_\_\_ 2009 and the contents were formally accepted by the membership in the majority.

**THEREFORE** these articles having been agreed to, shall be binding upon the Association as the **CONSTITUTION** from the date hereunder.

In formalising these articles they were duly signed by the Chairman Mr. Tom Cain on the \_\_\_\_\_ day of \_\_\_\_\_ 2009. As Witness thereto, the document was co-signed by members of the duly elected Committee on the same date.



