

Republic of South Africa

Companies Act, 2008

MEMORANDUM OF INCORPORATION FOR A NON-PROFIT COMPANY

Name of company: Marketing, Advancement & Communication in
Education – SOUTH AFRICA NPC

The shortened name of the Company is: **MACE**

Registration No.: 2008/017776/08

This MOI was adopted by Special Resolution passed on _____ in substitution for the existing Memorandum of Incorporation of the Company.

1. INTERPRETATION

In this MOI:

words which are not otherwise defined in clause 1.2 below shall, if capitalized in the MOI, bear the same meaning in this MOI as in the Companies Act;

- 1.1 unless the context otherwise requires;
- 1.2 the HIGHER EDUCATION ACT 101 OF 1997;
- 1.2.1 such other legislation, including the regulations, determinations and notices issued or prescribed thereunder, which regulate and control the conduct of any part of the business of a Member Company from time to time;
- 1.3 “**Board**” means the Board of appointed Directors of the Company as constituted from time to time in terms of this MOI;
- 1.4 “**Companies Act**” means the Companies Act, 2008, as amended or any legislation which replaces it;
- 1.5 “**Company**” means Marketing, Advancement & Communication in South Africa NPC or by whatever other name it may be known from time to time;
- 1.6 “**Deliver**” or “**Delivery**” means deliver in the manner in which the Company is entitled to give notice or deliver documents in accordance with clause 30 and the Companies Act;
- 1.7 “**Electronic Address**” means in regard to electronic communication, any email address furnished to the Company by any Member Company;
- 1.8 “**Executive Committee**” means the committee to be appointed in accordance with clause 13 below, having the powers, duties and responsibilities with respect to the implementation of organisational decisions as may be delegated to it by the Board from time to time;
- 1.9 “**General Meeting**” means any ordinary or extraordinary meeting of the Company (i.e. any meeting other than the Annual General Meeting);
- 1.10 “**Ineligible or Disqualified**” means, in respect of any Director, members of a Board Committee and/or EXCO Officers, ineligible or disqualified as contemplated in the Companies Act and/or clauses 12 and 13;
- 1.11 “**Members**” means registered members of the Company, and includes Voting Members and Non-Voting Members;
- 1.12 “**Membership**” means membership of the Company;
- 1.13 “**MOI**” means this Memorandum of Incorporation;
- 1.14 “**Regulations**” means regulations published pursuant to the Companies Act;
- 1.15 “**Voting Members**” means Members:
 - 1.15.1 being subscribers to the MOI; or
 - 1.15.2 who qualified for and were accepted as Voting Members;
 - 1.15.3 having the rights, privileges and obligations provided for in respect of Voting Members by this MOI, and “Voting Member” shall mean any one of them, as the context may indicate;
- 1.16 “**Writing**” includes electronic communication, but as regards any Voting Member, only to the extent that such Voting Member have notified the Company of an electronic address;
- 1.17 “**HE**” means Higher Education;
- 1.18 “**FET**” means Further Education & Training;
- 1.19 references to “**Voting Member represented by proxy**” shall include Members entitled to vote and represented by an agent appointed under a general or special power of attorney;
- 1.20 references to “**Present at the Annual General Meeting**” shall include juristic persons represented by a duly authorized representative or acting in the manner prescribed in the Companies Act;

- 1.21 all references to “**Section(s)**” in this MOI refer to the Sections of the Companies Act unless the context indicates otherwise;
- 1.22 the headings are for reference purposes only and shall not affect the interpretation of this MOI;
- 1.23 words in the singular number shall include the plural, and words in the plural number shall include the singular, words importing the masculine gender shall include the female gender and words importing persons shall include created entities (corporate or not);
- 1.24 if any term is defined within the context of any particular clause in the MOI, the term so defined, unless it is clear from the clause in question that the term so defined has limited application to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this MOI, notwithstanding that such term has not been defined in this interpretation provision;
- 1.25 to the extent that item 4 (4) of Schedule 5 to the Companies Act may permit this MOI to prevail if the provisions of this MOI are in any way inconsistent with the provisions of the Companies Act, the provisions of the Companies Act shall prevail, and this MOI shall be read in all respects subject to the Companies Act; and
- 1.26 the rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply to this MOI.

2. CALCULATION OF BUSINESS DAYS

When a particular number of Business Days is provided for between the happening of one event and another, the number of days must be calculated by:

- 2.1 excluding the day on which the first such event occurs;
- 2.2 including the day on or by which the second event is to occur; and
- 2.3 excluding any public holiday, Saturday or Sunday that falls on or between the days contemplated in clauses 2.1 and 2.2 respectively.

3. NON-PROFIT COMPANY

The Company is a Non-Profit Company and the provisions of Schedule 1 to the Companies Act shall apply to the Company.

4. INCORPORATION CLAUSE

- 4.1 The Company is incorporated as a Non Profit Company, as defined in the Companies Act, 2008.
- 4.2 The Company is incorporated in accordance with, and governed by:
 - 4.2.1 the unalterable provisions of the Companies Act, 2008 that are applicable to Non Profit Companies;
 - 4.2.2 the alterable provisions of the Companies Act, 2008 that are applicable to Non Profit Companies, subject to any limitation, extension, variation or substitution set out in this Memorandum of Incorporation; and

4.2.3 the provisions of this Memorandum of Incorporation.

5. VISION, MISSION, ENDURING VALUES AND OBJECTIVES OF THE COMPANY

5.1 Organisational Vision

The long-term vision of the Organisation is to fulfill a strategic role in the Higher Education (HE) and Further Education & Training (FET) sectors within Southern Africa by adding value to practitioners in the Marketing, Advancement and Communication disciplines or professions through facilitating networking, partnerships, professional development and transformation, as well as by promoting best practices amongst these professions at Southern African educational institutions.

5.2 Mission of the Organisation

The mission of MACE is to strategically position the Marketing, Advancement and Communication functions within the HE and FET sectors; to promote best practices (such as benchmarks and standards of excellence) of these practitioners within the two sectors, as well as to facilitate sustainable partnerships among the relevant stakeholders at HE and FET institutions.

5.3 Company Objectives

The objectives of the Company shall be the undertaking of all such activities that shall promote and assist in, without specific limitation thereof, the furtherance of the following goals:

- 5.3.1 to position MACE as the authoritative body on Marketing, Advancement and Communication practices in the HE and FET sectors;
- 5.3.2 to establish best practice benchmarks for these disciplines and to promote such practices through recognition mechanisms like the Excellence Awards;
- 5.3.3 to cultivate representative membership throughout the Southern African Development Countries (SADC) region and to establish a strong, supportive network, including the creation of a central database;
- 5.3.4 to develop strategic partnerships with the aim of facilitating mutually beneficial collaboration and sustainable funding for the Company;
- 5.3.5 to activate the Company's regional structures and to maximize participation and involvement in MACE activities;
- 5.3.6 to provide professional and career development interventions by implementing high quality skills development and training opportunities for members;
- 5.3.7 to facilitate frequent communication with and between members (through mechanisms such as the website, e-newsletters, etc.), as well as to disseminate all relevant information to members in order to keep them abreast of the latest developments or changes within these fields;
- 5.3.8 to promote common areas of interest among all relevant stakeholders within the HE and FET sectors and to integrate professional responses to matters of shared interest or concern;

- 5.3.9 to conduct research in any of the areas described above and to publish the findings thereof;
- 5.3.10 to utilize membership fees towards the implementation of Company goals;
- 5.3.11 to act with integrity and the highest standards of ethics and good governance in its operations and industry associations.
- 5.3.12 The Company shall apply all of its assets and income, however derived, to advance its stated objects as set out in its MOI.

5.4 **Enduring Values**

- 5.4.1 In general, the Company's activities and the conduct of its members and office bearers will be regulated by the principles of good governance, transparency, fairness and accountability.
- 5.4.2 In particular, the following enduring values will guide MACE's actions:
 - 5.4.2.1 professionalism;
 - 5.4.2.2 ubuntu ;
 - 5.4.2.3 respect;
 - 5.4.2.4 integrity; and
 - 5.4.2.5 accountability.

5.5 **General Provisions**

Save for as provided herein:

- 5.5.1 the objects of the Company are not subject to any restriction, limitation or qualification, as contemplated in Section 19 (1) (b) (ii);
- 5.5.2 the Company is not subject to any provision contemplated in Section 15 (2) (b) or (c).

6. **POWERS AND CAPACITY OF THE COMPANY**

- 6.1 The Company has the powers and capacity of an Individual, save for the following limitations and/or specific powers, which the Members may rely upon against the Board, namely:
 - 6.1.1 the Company may not distribute *in specie* or in kind any of its assets among the Members;
 - 6.1.2 the Company must apply all its assets and income, however derived, to advance the main objects of the Company;
 - 6.1.3 subject to clause 6.1.2, the Company may:
 - 6.1.3.1 acquire and hold securities issued by a profit company;
 - 6.1.3.2 directly or indirectly, alone or with any other person, carry on any business, trade or undertaking consistent with or ancillary to its stated objects; and
 - 6.1.4 the Company shall be entitled to:
 - 6.1.4.1 form and have an interest in any other company or companies having the same or similar objects to the Company, for the purpose:

- 6.1.4.1.1 of acquiring the undertaking, or all or any of the assets or liabilities of such other company or companies, or for any other purpose which may seem directly or indirectly calculated to benefit the Company and/or to promote and advance the main objects of the Company; and
- 6.1.4.1.2 to transfer to any such other company or companies the undertaking of the Company, comprising all or any of its assets or liabilities;
- 6.1.4.2 amalgamate, liaise, and co-operate with any other companies, trusts or other legal entities (“Entities”) having the same or similar objects to the Company;
- 6.1.4.3 take part in the management, supervision and control of the business or operations of any other Entities having the same or similar objects to the Company;
- 6.1.4.4 enter into joint ventures or partnerships with any other Entities having the same or similar objects to the Company;
- 6.1.4.5 remunerate any person or persons in cash, or in kind, for services rendered in its formation or in the development or conduct of its activities, including payment of reasonable fees and charges for professional services rendered as aforesaid;
- 6.1.4.6 make grants and donations in pursuance of its main objects, provided that no such grants or donations may be made to Members or the Board; and
- 6.1.4.7 pay staff salaries, pensions, and other benefits, and to establish pension and incentive schemes, in respect of its employees.
- 6.2 In addition to the powers and capacities of the Company as set out above in clause 6.1, the following special conditions shall apply to the Company:
 - 6.2.1 the Company may not, directly or indirectly, pay any portion of its income or transfer any of its assets, regardless of how the income or asset was derived, to any Incorporator or any Person who is a Member or Director, or person appointing a Director, except:
 - 6.2.1.1 as reasonable:
 - 6.2.1.2 remuneration for goods delivered or services rendered to, or at the direction of, the Company; or
 - 6.2.1.3 payment of, or reimbursement for, expenses incurred to advance the main objects of the Company;
 - 6.2.1.4 as a payment of an amount due and payable by the Company in terms of a *bona fide* agreement between the Company and that person or another;
 - 6.2.1.5 as a payment in respect of any rights of that person, to the extent that such rights are administered by the Company in order to advance the main object of the Company; or
 - 6.2.1.6 in respect of any binding legal obligation on the Company.
 - 6.2.2 Despite any provision in any law or agreement to the contrary, upon the winding-up or dissolution of the Company:
 - 6.2.2.1 no past or present Member or Director, or person appointing a Director, is entitled to any part of the net value of the Company after its obligations and liabilities have been satisfied; and
 - 6.2.2.2 the entire net value of the Company must be distributed to one or more non-profit companies, registered external non-profit companies carrying on activities within the Republic of South Africa, voluntary associations or non-profit trusts:
 - 6.2.2.2.1 having objects similar to the Company’s main objects; and
 - 6.2.2.2.2 as determined in terms of the MOI;

- 6.2.2.2.3 by the Members of the Board, at or immediately before the time of the Company's dissolution; or
- 6.2.2.2.4 by the court, if the MOI, or the Members of the Board fail to make such a determination.
- 6.2.2.2.5 The Commission may apply to the court, on behalf of the Company, for a determination contemplated in clause 6.2.2.2.4 if the Company has:
 - 6.2.2.2.5.1 no remaining Members or Board; and
 - 6.2.2.2.5.2 failed to:
 - 6.2.2.2.5.3 make a determination contemplated in clause 6.2.2.2.; or
 - 6.2.2.2.5.4 apply to the court for such a determination.
- 6.3 No Member may directly or indirectly have any personal or private interest in the Company; and
- 6.4 Notwithstanding the omission from this MOI of any provision to that effect, the Company may do anything which the Companies Act empowers a company to do if so authorized by its MOI.

7. POWERS OF THE BOARD

- 7.1 The Board takes primary responsibility for continuously creating the Company's vision, mission, values, objectives and programmes and to review these from time to time. The Board also determines the policies of the Company in such a manner as it may consider necessary and proper, subject to the provisions of the MOI and the Companies Act.
 - 7.1.1 In particular, the Board has power on behalf of the Company:
 - 7.1.2 to govern in an accountable and transparent manner the business of the Company;
 - 7.1.3 to formulate policies, procedures, business strategies, operational guidelines, rules and regulations for the implementation of provisions made in the MOI;
 - 7.1.4 to constitute Sub-committees in order to facilitate its work, and to co-opt members to serve on such committees or to delegate to such committees powers to co-opt any person(s), whether such person(s) are members of the Board or not, provided that at least one (1) member of any committee is a member of the Board, and whose presence is essential for the forming of a quorum and who reports on all proceedings of the said committee to the Board for approval and provided that such committee may, in the discretion of the Board, consist of that Board member alone who may be delegated a specific portfolio to manage or task to execute;
 - 7.1.5 to formulate quality standards or benchmarks for service delivery, to enforce such standards and to monitor compliance thereto;
 - 7.1.6 to ensure the long-term financial sustainability of the Company, *inter alia* by raising funds;
 - 7.1.7 to build healthy relations with both the internal and external stakeholders of the Company.
 - 7.2 The Board acts as "final adjudicator" in all the above matters.

8. AMENDMENTS TO THE MOI

- 8.1 The Board is empowered to correct errors in this MOI substantiated as such from objective evidence or which are self-evident errors (including, but without limitation *eiusdem generis*, spelling, punctuation, reference, grammar or similar defects) in accordance with Section 17 (1) of the Companies Act. All other amendments to the MOI shall be effected in accordance with Section 16 (1) of the Companies Act.
- 8.2 The Board shall publish a notice of any correction effected by the Board or amendment effected in accordance with Section 16 (1) of the Companies Act on the Company's web site/newsletter or by any other method of publication as may be determined by the Board, and shall file the notice of amendment to the MOI with the Commission.
- 8.3 Any provision of the MOI or an agreement is void to the extent that it is inconsistent with, or purports to limit, set aside or negate the effect of Section 159 of the Companies Act.
- 8.4 The MOI may only be repealed or amended by a resolution passed by a vote equal to a sixty-six percent (66%) majority of the members who are eligible to vote and who are present in person or by proxy at an Annual General Meeting (AGM) or Special General Meeting (SGM) of the Company, provided that at least twenty-one (21) clear days' written notice of any proposed repeal or amendment has been given to the members and furthermore provided that such resolution(s) adopted by the Company be approved by the relevant authorities that regulate the Companies activities.
- 8.5 Each amendment to the MOI is to be submitted to the Companies & Intellectual Property Commission (CIPC), the South African Revenue Services (SARS) and the Director for Non-profit Organisations at the Department of Social Development.

9. THE MAKING OF RULES

- 9.1 The Board shall be entitled to make Rules in accordance with its stated objects and in line with the MOI and Companies Act.
- 9.2 The Board must publish any rules made in terms of Section 15 (3) by delivering a copy of those rules to each Director by ordinary mail.

10. FINANCIAL YEAR

The financial year of the Organisation will be the twelve-month period from 1 August to 31 July of each year.

11. ACCOUNTING RECORDS AND FINANCIAL STATEMENTS

- 11.1 The Board shall cause to be kept such Accounting Records as are prescribed by the Companies Act, in order to fairly present the state of affairs and business of the Company and to explain the transactions and financial position of its trade or business. The Accounting Records shall be accessible at the Company's Registered Office or at such other place or places as the Board may deem fit.

- 11.2 The Company shall prepare its Financial Statements in accordance with the provisions prescribed by the Companies Act and the International Financial Reporting Standards or, if it qualifies, in accordance with the International Financial Reporting Standards for Small and Medium Enterprises, as adopted by the International Accounting Standards Board or its successor body, and shall have its annual Financial Statements audited if so required by the Act.
- 11.3 The Board shall from time to time determine at what times and places (save in the case of Accounting Records which shall be accessible from the Registered Office) and under what conditions, subject to the requirements of the regulations published under the Companies Act, the documents which the Members are entitled to inspect and take copies of (being the MOI, amendments to the MOI, records in respect of Directors, Accounting Records required to be maintained by the Company, reports to Annual General Meetings, Annual Financial Statements, notices and minutes of General Meetings, communications generally to Members and shall be open to inspection by Members).
- 11.4 Apart from the Board or Members, no other Person shall be entitled to inspect any of the documents of the Company unless expressly authorized by the Board or by Ordinary Resolution.
- 11.5 The Company shall notify the Members of the publication of any Annual Financial Statements of the Company, setting out the steps required to obtain a copy of those Annual Financial Statements. If a Member demands a copy of the Annual Financial Statements, the Company shall make same available to such Member free of charge.
- 11.6 The Auditors will be re-appointed on an annual basis, during the AGM. It is furthermore the responsibility of the Board to formally approve the draft Audited Financial Statements as part of the AGM proceedings.
- 11.7 In addition, a narrative report (the Annual Report), drafted and signed by the Chairperson will also be submitted to the relevant authorities, including the Directorate for Non-profit Organisations at the Department of Social Development, within nine (9) months of any given financial year-end.

12. MEMBERSHIP

12.1 Admission to Membership, Membership Categories and Register

- 12.1.1 Membership of MACE is open to practitioners within the Marketing, Advancement and Communication disciplines operating at Southern African HE and FET institutions. Such members shall qualify for membership based on their interest in and ability to promote the objectives of the Company among its target groups and stakeholders.
- 12.1.2 Any individual, group or institution from the areas described above may apply for membership of the Company.
- 12.1.3 Membership of the Company will come into effect by an interested party applying for such membership, the application being accepted by MACE's governing structure (the Board), the relevant membership fees being paid and the applicant being informed accordingly.

12.1.4 A Register of Membership is to be kept and maintained by the Secretary/Treasurer of the Board.

12.1.5 Membership categories will be comprised of the following:

12.2 **Ordinary Institutional Members**

This category is constituted by Marketing, Advancement and Communication practitioners who are employed by public and/or private HE and FET institutions within the Southern African region. Each institution is allowed to nominate one (1) representative as the institutional nominee for membership of the Company. Fully paid up Ordinary Institutional members shall have the right to vote on and pass resolutions on all matters placed before them at meetings of the Company, including at the Annual General Meeting (AGM).

12.3 **Associate Members**

This category refers to individuals, groups or organisations that support the vision, objectives, values and/or activities of the Company, as well as other role-players, stakeholders or interested parties that identify with the purpose or objectives of the Company, but who do not qualify in terms of the criteria for Ordinary Institutional membership as set above. Associate members shall be entitled to attend all Annual General Meetings of the Company, but shall not qualify to vote in respect of any resolutions to be taken. Likewise, Associate members shall be restricted to observer status during the AGM proceedings.

12.4 **Honorary Membership**

Honorary membership is awarded by the Board based on merit and at their sole discretion. Such membership is reserved for individuals who have made a significant contribution to the Company or the promotion of the Marketing, Advancement and Communication disciplines in the past. Honorary members shall be entitled to attend all meetings of the Company, but shall not be allowed to vote in respect of any resolutions to be taken. Such members will also not be required to pay annual membership fees. Neither shall Honorary members automatically serve in any capacity on the Board, but they may be co-opted by the Board of the Company to serve on the governing structure in an advisory capacity from time to time. The Board shall furthermore review the status of Honorary members annually in order to determine the continued merits thereof and revoke membership where relevant for those members who do not qualify any longer, at their discretion.

12.5 **General**

12.5.1 Membership of the Company is not transferable from one organisation or person to the next.

12.5.2 Further membership categories may be established by the Board from time to time.

12.6 **Membership Fees**

- 12.6.1 Membership fees will be determined and annually reviewed for the various categories of membership by the Board of the Company. The annual fees payable will be determined during each MACE Annual General Meeting (AGM) and will come into effect at the beginning of the ensuing financial year of the Company.
- 12.6.2 Membership of the Company will only be deemed to be active and current at any given time if the member's fees should be paid up to date at the particular date in question.
- 12.6.3 Membership fees will be due for payment on, or before the first day of every new financial year of the Company.
- 12.6.4 New members joining the Company will also be required to pay the annual membership fee for the remainder of the financial year within which they join the Company, calculated on a *pro rata* basis for the remainder of that year.

12.7 **Rights and Obligations of Members**

- 12.7.1 Members shall pay a membership fee as prescribed by the Board from time to time.
- 12.7.2 An Ordinary Institutional Member, through its representative/nominee, has one (1) vote at any scheduled meeting, including at the Annual General Meeting (AGM), while Associate and Honorary Members will enjoy observer status only.
- 12.7.3 Members shall have the right to access of information, including to the Company's financial statements.
- 12.7.4 The rights of members will also include the following:
 - 12.7.4.1 to participate through their elected structures in determining the strategies, programmes and operational activities, as well as to be consulted in the planning of the future direction of the Company;
 - 12.7.4.2 opportunities to network with each other and to share resources;
 - 12.7.4.3 access to the Company's information, including operational reports and financial records;
 - 12.7.4.4 facilitation of links to other relevant role-players, including potential sources of funding;
 - 12.7.4.5 participation in joint capacity-building, skills training, professional development, advice or guidance and technical support services or interventions.
- 12.7.5 In addition to the rights and responsibilities of members as described above, MACE will also develop a Code of Good Practice for Practitioners, in consultation with organisations who participate as members of the Company, to which such members would be expected to commit themselves, as well as to adhere to continuously upholding the values contained therein.
- 12.7.6 Neither members nor office bearers of the Company shall have any right to the income, property or any other assets of the Company solely by virtue of them being either members or office bearers.

12.8 **Approval and Termination of Membership**

- 12.8.1 There shall at all times be a minimum of seven (7) members of the Company and it shall be incumbent on the Board to ensure that all the necessary steps be taken to fill prevailing vacancies, should the number of members fall below the stipulated minimum.
- 12.8.2 All applications for membership of the Company shall be subject to the approval of the Board and admittance to membership shall be at their sole discretion, without any obligation to justify the Board's decision to decline an application.
- 12.8.3 The founding Ordinary Institutional members of MACE will *ipso facto* become members of the Company.
- 12.8.4 Membership of the Company will terminate under the following circumstances:
 - 12.8.4.1 when a member resigns his/her membership, subject thereto that the member remains liable for the payment of membership fees relevant to the year in respect of which he/she resigns;
 - 12.8.4.2 upon the death of a member or dissolution of the member organization;
 - 12.8.4.3 upon a member becoming insolvent, being placed under curatorship or in the event of the sequestration or liquidation of a member;
 - 12.8.4.4 if a member fails to pay the relevant membership fees by the end of the third month following the commencement of the new financial year, notwithstanding the fact that a request for such outstanding payment had been forwarded to the member at the commencement of the relevant financial year;
 - 12.8.4.5 when his/her term of office expires;
 - 12.8.4.6 when he/she resigns by written notice to the Company;
 - 12.8.4.7 if the member is declared delinquent by a court, or placed on probation under conditions that are inconsistent with continuing to be a Director;
 - 12.8.4.8 if the member is removed for being negligent or derelict in performing the functions of a Director, and the Director has not within the permitted period filed an application for review or has filed such an application but the court has not yet confirmed the removal (during which period he/she shall be suspended);
 - 12.8.4.9 if he/she is otherwise removed in accordance with any provisions of this MOI.
- 12.8.5 The Board may at any time for good cause shown terminate a membership, provided that the Board has given written notice by registered mail, setting out the reasons for such intended termination and that it has given such member a reasonable opportunity to reply thereto in writing.
- 12.8.6 If such member fails to submit a reply within twenty-one (21) days of receipt of such notice, which in the opinion of the Board exonerates the member concerned, such member shall be deemed to have forfeited his/her membership. A notice shall be deemed to have been received by a member upon delivery thereof or fourteen (14) days after posting thereof by registered mail.
- 12.8.7 Upon membership being terminated, the said member will forfeit the right to any benefits, services or the right to vote at any meeting of the Company with immediate effect.
- 12.8.8 Reasons for termination of membership may include situations in which a member or office bearer incriminates the Company or acts in a manner that is in conflict with the promotion of the objectives, its enduring values or the Code of Good Practice of the Company.

12.8.9 Members who have lost their membership in consequence of the above procedure being implemented may appeal against such loss of membership by arranging for an arbitration proceeding to be facilitated by an independent external Arbitrator, whose decision in the matter will be final and binding on the parties.

13. ORGANISATIONAL STRUCTURES AND MECHANISMS FOR GOVERNANCE

13.1 The Structure of the Company

The structure of the Company shall consist of:

- 13.1.1 the Governing Board (“the Board”);
- 13.1.2 the Executive Committee (“EXCO”);
- 13.1.3 the Secretary/Treasurer;
- 13.1.4 the National Office, managed by a General Manager (if/when appointed);
- and
- 13.1.5 regional structures.

13.2 The Board

The Board consists of the following:

- 13.2.1 a minimum of eight (8) members at all times, including the following:
 - 13.2.1.1 the Regional Chairpersons who each represent their regional structures on the Board of the Company, numbering six (6) in total and who shall serve for a period of two (2) years and who may be re-elected for a maximum of one (1) further term. The election of such Regional Chairpersons shall hence precede attendance of the AGM by the regional representatives;
 - 13.2.1.2 a further three (3) members who are elected every second year during the AGM and who shall serve for a period of two (2) years and who may also be re-elected for a maximum of one (1) further term;
 - 13.2.1.3 a Chairperson, elected by the Board members from amongst themselves during a Board meeting that directly follows the AGM, who holds office for a period of two (2) years and who may be re-elected for a maximum of one (1) further term. Such election will take place by closed ballot, which is to be administered by either the Auditor or the previous Secretary/Treasurer or the General Manager (GM) of the Company. Co-opted members of the Board shall not qualify to serve in this capacity on the Board;
 - 13.2.1.4 a Deputy-Chairperson, elected from the members of the Board amongst themselves during a Board meeting that directly follows the AGM, who holds office for a period of two (2) years and who may be re-elected for a maximum of one (1) further term. Such election will take place by closed ballot, which is to be administered by the newly elected Chairperson. Co-opted members of the Board shall not qualify to serve in this capacity on the Board;
 - 13.2.1.5 the Secretary/Treasurer, elected from the members of the Board amongst themselves during a Board meeting that directly follows the AGM and who is appointed to this role for a period of two (2) years and who may be re-elected

- for a maximum of one (1) further term, but who is not remunerated for such secretarial services. The Secretary will simultaneously fulfill the portfolio of Treasurer of the Organisation. Such election will take place by closed ballot, which is to be administered by the newly elected Chairperson. Co-opted members of the Board shall not qualify to serve in this capacity on the Board;
- 13.2.1.6 a General Manager, who (once appointed) will serve in an *ex officio* capacity on the Board. Until such time as the Company might appoint any staff in its employ, an Executive Committee (EXCO) will act in the executive capacity.
- 13.2.2 Members will serve on the Board each with a defined portfolio, as principles of good governance and the Company's service requirements may determine from time to time.
- 13.2.3 The Board will co-opt the representative of the host institution where the following year's AGM and Annual Congress are to be conducted, onto the Board for that specific purpose only. Such representative will serve in an *ex officio* capacity and will be co-opted for a period of one (1) year only, thus terminating his/her involvement once the said AGM and Annual Congress have been concluded.
- 13.2.4 The Board may furthermore co-opt other persons from time to time for the purpose of either advising the Board or in order to fill a vacancy on the governing structure.

13.3 **EXCO**

The Executive Committee (EXCO) consists of the following:

- 13.3.1 the Chairperson;
- 13.3.2 the Deputy-Chairperson;
- 13.3.3 the Secretary/Treasurer; and
- 13.3.4 the General Manager (once appointed).

13.4 **Terms of Office and Filling of Vacancies**

- 13.4.1 The members of the Board are elected and appointed during every alternate AGM by means of first receiving nominations from eligible, fully paid-up Ordinary Institutional members, followed by voting during a process that employs a system of closed ballots. Newly elected members will serve on the Board from the date of the AGM where they had been elected to the date of the AGM two (2) years hence, at which time their tenure will automatically terminate and new elections will take place.
- 13.4.2 Members are eligible to be re-elected for a maximum of one (1) further term only.
- 13.4.3 Casual vacancies amongst members of the Board may be filled by the Board co-opting additional members. Regional Vice-Chairpersons will be considered first in filling such vacancies on the Board and the appointment of such Board members will be effective for the remaining term of the Board member who had vacated the position. Casual vacancies amongst members of EXCO shall be filled by replacements from the Board.
- 13.4.4 Any member of the Board or EXCO may resign by giving notice of his/her intention to do so in writing to the Chairperson and the governing structure accepting such resignation.

13.4.5 In addition to the resignation process as described above, the Board, through mandating its Chairperson, may terminate the tenure of any Board member in instances such as when the said member fails to fulfill his/her governance responsibilities, is or becomes incapable of promoting the Company's goals or objectives, or should he/she not act in the best interest of the Company.

13.5 Presiding Officer and Secretarial Duties at Board Meetings

13.5.1 The Chairperson presides at all meetings of the Board and EXCO and in his/her absence the Deputy-Chairperson shall preside. In the absence of the Deputy-Chairperson, the Board members shall appoint a Presiding Officer from amongst themselves.

13.5.2 The Secretary/Treasurer or his/her nominee shall be responsible for both the circulation of the agenda and taking of the minutes at formal Board meetings.

13.6 Regional Structures

13.6.1 The Company will be comprised of a National Office (once established) and regional structures, generally referred to as "the regions".

13.6.2 There shall be six (6) regions, including the Central Region, Free State, Northern Region, Western Cape, Eastern Cape and KwaZulu-Natal.

13.6.3 These regional structures may be amended by the Board from time to time as and when required or if the structures should prove not to operate at maximum efficiency levels.

13.6.4 Each region shall elect its own structure by appointing one (1) institutional representative per fully paid up institution, who will in turn elect the positions of Regional Chairperson, Regional Deputy Chairperson and Regional Secretary.

13.6.5 The two-year terms of such regional structures will coincide with those of the members serving on the Company's Board.

13.6.6 While regional structures will be entitled to operate fairly independently and arrange their meetings or programmes as they may deem fit, all regional activities will abide by the stipulations of the Company's founding documents, its policies and guidelines, as well as the resolutions passed by and instructions issued by the Board. Any disputes that are not resolved at regional level will be referred to the Board for intervention.

13.6.7 Each region will arrange its own programme, but will simultaneously ensure that its activities are directly aligned with the strategies/objectives of the Company as determined by the Board from time to time and consequently regions would be expected to submit regular reports as and when requested by the Board, EXCO or the National Office.

13.6.8 Should a regional structure be in gross contravention of the Company's MOI or fail to comply with the relevant legal or statutory obligations or not apply the principles of good governance, the Board reserves the right to take whatever appropriate action, including the dissolution of the regional structure and replacement of same by a new structure.

14. FUNCTIONS OF EXCO

- 14.1 Acting in accordance with the policies as determined by the Board, EXCO has the following powers:
 - 14.1.1 to enter into contracts and agreements for the use and benefit of the Company and in promoting its objectives;
 - 14.1.2 to institute and defend actions and proceedings at law;
 - 14.1.3 to appoint, remunerate, supervise, assess the performance of and terminate the services of a General Manager (GM), along with his/her staff at the National Office of the Company, and to delegate any task to him/her;
 - 14.1.4 to make investments, both long and short term, realize any investments, change the same and re-invest any money; decide on the nature of any loans or investments made and the security to be taken, if any, provided that funds available may be invested only with registered financial institutions as defined in the relevant financial and investment legislation;
 - 14.1.5 to borrow money by means of loans and overdrafts at the most favourable interest rates if such loans and/or overdrafts are necessary for the effective functioning of the Company, or for a specific purpose approved by the Board;
 - 14.1.6 to acquire and dispose of property, both movable and immovable, to mortgage and encumber the property and assets of the Company and to let any of the Company's property;
 - 14.1.7 to maintain and repair any of the Company's assets;
 - 14.1.8 to expend all funds solely in the furtherance of the objectives of the Company and to deal with all matters on which a general policy has already been decided upon by the Board;
 - 14.1.9 to oversee the day-to-day management of the Company and its programmes or services in collaboration with the GM and/or future members of staff;
 - 14.1.10 to execute the power of attorney given to the committee by the Board; to open and operate a banking account(s) and to nominate two (2) signatories to sign cheques and authorize electronic payments on their behalf in operating the Company's banking account(s);
 - 14.1.11 to oversee the financial management of the Company's activities in a transparent and accountable manner; and
 - 14.1.12 to register the Company both as a Non-profit Organisation (NPO) and a Public Benefit Organisation (PBO).
- 14.2 Immovable property and any other deeds or documents including leases to which the Company is a party, subject to the prior authorization by the Board, shall be executed or registered in the name of the Company.

15. RESPONSIBILITIES OF THE SECRETARY/TREASURER

The responsibilities of the Secretary/Treasurer will include the following:

- 15.1 The Secretary/Treasurer will compile and circulate the agenda and draft the minutes of Board meetings, as well as those of the AGM.
- 15.2 He/she will oversee the proceedings and ensure that the prescribed procedures and processes are followed during elections at the AGM.

- 15.3 In his/her joint capacity as Treasurer, the Secretary will arrange and oversee the auditing process and ensure that draft Audited Financial Statements are prepared in good time for tabling at the AGM.
- 15.4 The Secretary/Treasurer will oversee all registration, taxation and legal compliance matters related to the execution of the Company's business.

16. MEETINGS AND ESTABLISHING A QUORUM

16.1 The Board

- 16.1.1 The Board shall endeavour to meet quarterly, but not less than thrice (3 times) per annum and at times decided upon by the Board or upon receipt by the Chairperson of a requisition signed by any member of the Board for a special or urgent meeting of the Board.
- 16.1.2 Fifty percent (50%) plus one (1) member of the Board shall form a quorum. Should, at any meeting of the Board, a quorum not be present within thirty (30) minutes after the time fixed for conducting the meeting, the meeting is to be adjourned for an agreed period and is then to be resumed at an agreed-to date, time and venue. In the event that a quorum should not be present within thirty (30) minutes of the resumption of the re-scheduled meeting, those present will then be deemed to constitute a quorum.
- 16.1.3 Decisions will be taken on a consensus basis and where required, members will vote by closed ballot on a decision or proposal, in which instance the majority of votes will constitute the decision to have been taken.
- 16.1.4 Members of the Board may elect to nominate an alternate to represent such a member at a Board meeting that the member cannot attend in person, with full voting rights, provided that the Board member gives notice to the Chairperson and signs a proxy that transfers his/her voting rights to either of the Chairperson, Secretary/Treasurer or the Board member's alternate.
- 16.1.5 Each member of the Board is entitled to one (1) vote. The Presiding Officer is entitled to a casting vote in addition to his/her deliberative vote, should any voting process culminate in an equality of votes.
- 16.1.6 A member shall cease to be a member of the Board if he/she resigns, becomes of unsound mind, dies, brings the Company into ill repute or fails to attend three (3) consecutive meetings without a valid, written apology.

16.2 EXCO

- 16.2.1 EXCO is projected to meet quarterly, or whenever there should be need for such a meeting, but not less than thrice (3 times) per annum.
- 16.2.2 The members of EXCO shall consist of the Chairperson of the Board, the Deputy Chairperson, the Secretary/Treasurer and the General Manager (GM).
- 16.2.3 EXCO may co-opt any relevant persons, experts or specialist service providers in an advisory capacity to council the structure on matters under consideration for a specified, but temporary duration from time to time as and when required, but such co-opted members will not have any voting rights while serving in an advisory capacity to the EXCO.
- 16.2.4 Two (2) members of EXCO will form a quorum.

16.2.5 Each member of EXCO is entitled to one (1) vote. The Presiding Officer is entitled to a casting vote in addition to his/her deliberative vote.

16.3 Annual General Meetings, Notice and Voting Rights

16.3.1 The Annual General Meeting (AGM) shall be held within nine (9) months of the close of a financial year. At least twenty-one (21) clear days' notice of the AGM shall be given to members, thus excluding the day on which the notice is served and the day on which the meeting is to be conducted. The notice will specify the date, time and place of the AGM and will be accompanied by an agenda that stipulates the nature of the business to be conducted at the planned meeting.

16.3.2 Should the vast majority of members who are eligible to vote at a planned meeting, to a level of no less than eighty percent (80%), consent to waiving the notice period, a shorter notice period may be given.

16.3.3 The AGM shall furthermore be conducted at a place, date and time nominated by the Board. In practice, the meeting is normally convened in conjunction with the MACE Annual Congress, in order to afford the maximum members participation in the AGM proceedings.

16.4 Proceedings at Annual General Meetings

16.4.1 The following business shall be transacted at an AGM:

16.4.1.1 presentation and adoption of the Annual Report, drafted by the Chairperson and the Audited Financial Statements;

16.4.1.2 approval of the budget and/or investment strategies for the ensuing year;

16.4.1.3 the appointment and remuneration of Auditors;

16.4.1.4 the election of any new members to the Board; and

16.4.1.5 any other business of which due notice has been given.

16.4.2 At all meetings each member shall have one (1) vote, either in person or by proxy.

16.4.3 Only paid-up members shall be entitled to vote at an AGM.

16.4.4 The Chairperson of the Board shall act as Presiding Officer at any AGM and in his/her absence or unavailability or unwillingness to act in such a capacity, the Deputy Chairperson shall preside and in his/her absence, the members who are eligible to vote at the meeting shall appoint a Presiding Officer.

16.4.5 The Presiding Officer may adjourn the meeting from time to time, provided that no business shall be transacted during the adjournment.

16.4.6 No business shall be transacted unless a quorum of members is present at the meeting. A quorum will consist of no less than seven (7) Ordinary Institutional members being present in person or by proxy.

16.4.7 In the event that a quorum should not be present within half an hour of the starting time of the meeting, such meeting shall be dissolved and stand adjourned for a new date to be determined and communicated to the members. The re-scheduled date shall be scheduled no sooner than seven (7) and no longer than twenty-one (21) days from the date of the original meeting.

16.4.8 At any AGM or SGM, a resolution will be put to the vote and shall be decided by a show of hands, save for any instance in which a member might request a poll or voting by closed ballot. The results of such a poll shall be deemed

to represent the resolution passed by the meeting. Regardless of the mechanism implemented to vote, a majority of votes, equal to fifty percent (50%) plus one vote will constitute a majority vote.

- 16.4.9 In the instance of an equality of votes, the Presiding Officer shall have a casting vote in addition to his/her deliberative vote.
- 16.4.10 A declaration by the Chairperson that a resolution has been carried or carried unanimously will be entered in the Minutes as conclusive evidence of a decision taken, without having to record the proportion of votes for or against such resolution.
- 16.4.11 With the consent of the meeting, the Chairperson may bring under discussion matters other than those that appear on the distributed agenda.
- 16.4.12 Members who are eligible to vote, but cannot attend the meeting in person, may vote by proxy, provided that a proxy form is duly signed and that it is not older than three (3) months from the date of signature. Only another member who is eligible to vote, the Chairperson or the Secretary/Treasurer may be appointed as proxy to the absent member.

17. SPECIAL GENERAL MEETINGS (SGM)

- 17.1 A Special General Meeting (SGM) will be held within fourteen (14) days upon receipt of a written request signed by any member of the Company.
- 17.2 SGM's will only be held in extraordinary situations, which the Board in their sole discretion may decide requires or qualifies for such a meeting.
- 17.3 The same rules regarding a quorum and voting that apply to an AGM will also apply to a SGM.

18. RECORD DATE

- 18.1 The Board may set the Record Date for the purpose of determining which Members are entitled to:
 - 18.1.1 receive notice of a General Meeting;
 - 18.1.2 participate in and vote at a General Meeting; or
 - 18.1.3 decide any matter by written consent or Electronic Communication, as contemplated in Section 60 of the Companies Act.
- 18.2 A Record Date determined by the Board in terms of clause 18.1:
 - 18.2.1 may not be:
 - 18.2.1.1 earlier than the date on which the Record Date is determined; or
 - 18.2.1.2 more than ten (10) Business Days before the date on which the event or action, for which the Record Date is being set, is scheduled to occur; and
 - 18.2.2 must be published by the Company to the Members by:
 - 18.2.2.1 delivering a copy to each Member;
 - 18.2.2.2 posting a conspicuous copy of the notice:
 - 18.2.2.3 at its principal office;
 - 18.2.2.4 on its web-site, if it has one.
- 18.3 If, at any time, the Board fails to determine a Record Date, the Record Date for the relevant matter is:

- 18.3.1 in the case of a General Meeting, the latest date by which the Company is required to Deliver to Member Companies entitled to vote, notice of that General Meeting; or
- 18.3.2 the date of the action or event, in any other case.

19. AREA OF OPERATION AND GEOGRAPHICAL BOUNDARIES

- 19.1 The area of business operation and office location of the Company shall be nationally within the boundaries of the Republic of South Africa, where the principal offices of MACE will also be located.
- 19.2 In addition, membership will be extended to relevant practitioners in neighbouring states, located within Southern African Development Countries (SADC). Its membership shall be open specifically to the Higher Education (HE) and Further Education & Training (FET) sectors, as well as to other members from within the Southern African region as defined under the relevant membership clauses in this MOI.

20. BANKING, TAXATION AND GENERAL

- 20.1 A separate banking account or accounts shall be opened in the name of the Company by means of which the Company's financial transactions will be conducted and an official or officials authorized by the Board shall receive all monies and make all payments and shall keep such accounts as the Company shall require.
- 20.2 All cheques, electronic payment authorizations, negotiable instruments or other contracts will be signed by two (2) members out of the following possible four (4): the Chairperson, Deputy-Chairperson, Secretary/Treasurer or GM, who the Board nominates as its approved signatories.
- 20.3 All relevant income tax returns and the Audited Financial Statements will be submitted to the South African Revenue Services (SARS) within nine (9) months of the financial year-end of the Company. In due course, the Company plans to apply for tax exemption status by way of registering as a Public Benefit Organisation (PBO). Simultaneously, an Annual Report will be submitted to the Directorate for Non-profit Organisations at the Department of Social Development in lieu of the Company's registration as a Non-profit Organisation (NPO).
- 20.4 The Company shall not accept donations that are prohibited by Section 30 (3) (b) (v) of the Income Tax Act 58 of 1962.
- 20.5 The Company shall furthermore not undertake any business activities which do not conform to the requirements of Section 30 (3) (b) (v) of the Income Tax Act 58 of 1962.

21. LIMITATION OF RIGHTS/LIABILITIES AND REIMBURSEMENT OF OFFICE BEARERS

- 21.1 Membership of the Company or membership of the Board or any of its Sub-committees or EXCO does not give the members or office bearers any

proprietary right, title or claim to any interest in any of the property or assets of the Company, nor does a member by virtue of such representation incur any liability in respect of any claim made or action brought against the Company.

- 21.2 No person may be enriched by any income or property of the Company, except by way of payment in good faith of reasonable remuneration or honoraria to service providers, employees or volunteers for services rendered to the Company, as more fully set out herein above.

22. EXTERNAL BENEFITS AND CONFLICT OF INTEREST

- 22.1 No member of the Board or EXCO or any Sub-committee may derive an interest or benefit from any contract that any such structure concludes with any company or service provider to the Company.
- 22.2 Members of the Board, EXCO or Sub-committees shall furthermore declare any personal interest that they might have in any matter under discussion or consideration by the Board and shall recuse themselves from all decisions relevant to any such issues in which a member has a personal interest or where the situation might constitute a conflict of interest.

23. LEGAL ACTION

- 23.1 The Company shall sue or be sued in the name of Marketing, Advancement & Communication in Education (MACE).
- 23.2 A decision to sue or defend shall be authorized by the Board.

24. INDEMNITY

- 24.1 Each member of the Board is indemnified in respect of all acts done by him/her in good faith on behalf of the Company and it shall be the duty of the Company to pay all costs and expenses which any such person may have incurred or for which it may become liable for, by reason of any contract entered into, or any act or deed done by his/her duties on behalf of the Company.
- 24.2 The Board shall not be liable for the acts or omissions, negligence or defaults of any member or for any loss or expense suffered by the Company through the insufficiency or deficiency of any security in or upon which the monies of the Company shall be invested, or for any loss or damage arising from the insolvency or deliberate act of any person with whom any monies, securities or effects shall be deposited, which shall occur in the execution of the duties of his/her office or in relation thereto, unless it arises in consequence of his/her dishonesty or a willful or deliberate act or omission.

25. PRESCRIBED OFFICERS

- 25.1 No Person shall hold office as a Prescribed Officer, if he/she is ineligible or disqualified. A Person who is ineligible or disqualified must not consent to be appointed to an office or undertake any functions which would result in him/her being a Prescribed Officer nor act in such office nor undertake any such functions. A Person placed under probation by a court must not consent to be appointed to an office or undertake any functions which would result in him/her being a Prescribed Officer nor act in such office nor undertake any such functions unless the order of court so permits.
- 25.2 A Prescribed Officer shall cease to hold office as such immediately he/she becomes Ineligible or Disqualified in terms of the Companies Act.

26. DISPUTE RESOLUTION

26.1 The Principles of Justice and Fairness

The powers of the Company's members will at all times be interpreted and exercised in compliance with the principles of justice and fairness. This requires the members to act with justice and in fairness when they deal on behalf of the Company as well as to conduct themselves according to the objectives and regulations of the Company.

26.2 Handling of Disputes

- 26.2.1 Any member who has a problem with any other member of the Company or the Board, related to the goal and objectives of the Company, its business or membership that he/she has not been able to resolve directly, may submit his/her dissatisfaction or problem to the Board in writing and thereby declare a dispute.
- 26.2.2 The Board is bound to consider the declaration within fourteen (14) days and provide feedback to the complainant within twenty-one (21) days, specifying the course of action(s) that they have or will be taking in order to resolve the problem. If the problem is an urgent one, the complainant can ask the Board to revert to him/her within seven (7) days from the day that the problem was made known to the Board.
- 26.2.3 Should the Board not be able to resolve the dispute, it shall be referred to a Mediator who is acceptable to the person(s) declaring the dispute and the Board, or to arbitration.
- 26.2.4 If the dispute is referred to arbitration, the Arbitrator shall be a suitably qualified person, acceptable to the person(s) declaring the dispute, as well as to the Board.
- 26.2.5 The arbitration should be handled in an informal manner, and the Arbitrator shall have the power to determine the procedure to be followed, subject to the principles of natural justice.
- 26.2.6 The Arbitrator may, but is not obliged to, base his/her decision on the applicable law and also on the broad principles of justice and fairness, taking into account the nature of the dispute and the objectives of the Company.
- 26.2.7 The decision of the Arbitrator shall be final and binding upon all parties.

- 26.2.8 If the parties cannot reach agreement on who the Mediator or Arbitrator should be such disagreement will be referred for arbitration to be handled by the nearest Commission for Conciliation, Mediation and Arbitration (CCMA).

27. DISSOLUTION OF THE COMPANY

- 27.1 The Company can only be dissolved at an AGM or SGM that has specifically been called for that purpose and provided that notice to dissolve the Organisation has been given in writing at least three (3) months before the meeting at which the proposed dissolution is to be discussed.
- 27.2 A resolution to dissolve the Company must be passed by a majority of seventy-five percent (75%) of the votes of members present in person at a meeting duly convened for this purpose
- 27.3 If a motion to dissolve the Company is passed, it only becomes effective after a period of three (3) months from the date of the resolution passed.
- 27.4 Immediate notice of the decision to dissolve the Company shall be given to the Companies & Intellectual Property Commission(CIPC), the Directorate for Non-Profit Organisations and the South African Revenue Services (SARS), stating the date from which the decision becomes effective.
- 27.5 The Board shall further adhere to clause 6 of the MOI in respect of dissolution.

28. DISPOSAL OF ASSETS AND GUARANTEES

- 28.1 Immediately following a decision to dissolve the Company in terms of clause 27 described above, proposals for disposal of the Company's assets shall be considered by the Board.
- 28.2 In the event of the dissolution, de-registration or winding-up of the Company being agreed upon, and if upon winding up or dissolution of the Company there remains after the satisfaction of all its debts and liabilities, any income, property or assets whatsoever, the same shall not be paid to or distributed among members of the Company, Board members or office bearers, but shall be transferred to some other charitable institution within the Republic of South Africa with similar objectives, themselves exempt from Income Tax and Donation Tax and who is authorized in terms of the Non-Profit Organisations Act, 1997 (Act No 71 of 1997) to collect contributions in the Republic of South Africa, and in default thereof by the Directorate for Non-Profit Organisations, and in default thereof, by the Court
- 28.3 Each member undertakes to contributing to the process of winding-up the Company an amount of R100,00 in order to pay for the costs, charges and expenses relating to the dissolution of the Organisation and the liability of members is hence limited to the specific amount mentioned above.