
**Memorandum of Incorporation
of the
SOUTH AFRICAN PAEDIATRIC ASSOCIATION (RF) NPC**

Nature of Incorporation and Objects of Company

The Company is a non-profit company with Members as defined in Section 1 of the Companies Act No. 71 of 2008 ("the Act") and more fully described in Item 4 (2) of Schedule 1 to the said Act, with the following objects:

- A.** To promote the optimal health, growth and development of all children in South Africa;
- B.** To advocate against such deleterious environmental and social influences that may act to the detriment of children;
- C.** To promote a comprehensive approach to paediatric practice, always with an emphasis on prevention of disease and health promotion;
- D.** To promote paediatric research, postgraduate paediatric study, undergraduate paediatric teaching in medical schools and the general development of clinical paediatrics and child health in institutions and societies dealing with children;
- E.** To promote and advance the well-being of its members and the paediatric profession.

Adoption of Memorandum of Incorporation

This Memorandum of Incorporation was adopted by the incorporators of the Company, in accordance with section 13(1), as evidenced by the following signatures made by each of them, or on their behalf.

Name of incorporator	Identity or Registration	Signature	Date
Andrew William Redfern	7805315197082		
Despina Demopoulos	7812070116083		
Tanya Jill Ruder	8405220335080		
Ziyaad Dangor	8104155185087		

1. ARTICLE 1 - Incorporation and Nature of the Company

1.1. Incorporation

- 1.1.1. The Company is incorporated as a non-profit company, as defined in the Companies Act, 2008.
- 1.1.2. The Company is incorporated in accordance with, and governed by–
 - 1.1.2.1. the unalterable provisions of the Companies Act, 2008 that are applicable to non-profit companies;
 - 1.1.2.2. 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; and
 - 1.1.2.3. the provisions of this Memorandum of Incorporation.

1.2. Objects and Powers of the Company

- 1.2.1. The Objects of the Company are as set out on the cover sheet and, except to the extent necessarily implied by the stated objects, the purposes and powers of the Company are not subject to any restriction, limitation or qualification, as contemplated in section 19(1)(b)(ii) of the Act.
- 1.2.2. The Company is not subject to any provision contemplated in section 15 (2)(b) or (c).
- 1.2.3. Upon dissolution of the Company, its net assets must be distributed in the manner determined in accordance with–
 - 1.2.3.1. Item 1(4)(b) of Schedule 1 of the Companies Act, 2008; and
 - 1.2.3.2. the provisions, if any, set out in Part C of Schedule 1 of this Memorandum.

1.3. Memorandum of Incorporation and Company Rules

- 1.3.1. This Memorandum of Incorporation of the Company may be altered or amended only in the manner set out in section 16, 17 or 152 (6) (b).
- 1.3.2. The authority of the Company's Board of Directors to make rules for the Company, as contemplated in section 15 (3) to (5) is not limited or restricted in any manner by this Memorandum of Incorporation.
- 1.3.3. The Board must publish any rules made in terms of section 15 (3) to (5) by delivering a copy of those rules to each Director and Member by electronic mail, alternatively, by ordinary mail for any Member whom has not provided the Company with an electronic mail address.
- 1.3.4. The Company must publish a notice of any alteration of the

Memorandum of Incorporation or the Rules, made in terms of section 17 (1) by delivering a copy of those rules to each Director and Member by electronic mail, alternatively, by ordinary mail for any Member whom has not provided the Company with an electronic mail address.

1.4. Optional provisions of Companies Act, 2008 do not apply

The Company does not elect, in terms of section 34 (2), to comply voluntarily with the provisions of Chapter 3 of the Companies Act, 2008.

1.5. Members of the Company

1.5.1. As contemplated in Item 4 (1) of Schedule 1 of the Act, the Company has members, who are in either of two classes, being voting and non-voting Members, respectively.

1.5.2. Membership shall consist of:

1.5.2.1. voting Members - being Full Members; and

1.5.2.2. non-voting Members - being Registrar Members, Honorary Members, Life Members and Affiliate Members, (provided that any of the aforementioned may also be classified as Full Members in which event they will be voting Members).

1.5.3. The Board shall ensure that proper registers of Members are maintained, reflecting full details of each Member including addresses which shall serve as the *domicilium citandi et executandi* of such Member, and any other contact details that may be required by the Board.

1.5.4. The terms and conditions of Membership in the Company are as follows:

1.5.4.1. Membership is subject to approval by the Board;

1.5.4.2. Membership shall be at the discretion of the Board;

1.5.4.3. Membership is voluntary and shall be limited to persons who apply for membership to the Company, through the Board, whose applications have been accepted, and who have paid such membership fees as may be applicable;

1.5.4.4. Membership fees shall be determined annually by the Board and shall be payable on such dates, terms and conditions as it may determine;

1.5.4.5. Membership is not transferable in any manner, and shall automatically lapse when a Member resigns, dies, suffers

an adverse finding to a peer review process, is suspended from practise for any reason whatsoever, or fails to pay his/her membership fees when due and subsequent to article 1.7;

- 1.5.4.6. A Member shall be and remain liable for membership fees until the actual date of termination of membership, regardless of how the termination occurs;
- 1.5.4.7. Membership shall not be regulated or restricted in any manner that amounts to unfair discrimination in terms of section 9 of the Constitution of the Republic;
- 1.5.4.8. The Members of the Company, by virtue of being Members, accept and consent thereto that the Company may have access to personal information and accept and consent to such personal information being processed by the Company and its representatives as contemplated in the Protection of Personal Information Act, 4 of 2013, which information shall be used for lawful purposes only.

1.6. Categories of Members

1.6.1. Full Members

- 1.6.1.1. Membership shall be open to anyone registered as a paediatrician, or sub-specialist in diseases of children; in good standing with the HPCSA.
- 1.6.1.2. Membership is subject to application by a prospective member to the Board and is subject to approval by the Board.

1.6.2. Registrar Members

- 1.6.2.1. SAPRA is an established subgroup of the Company's predecessor, SAPA. Persons who are registered with the HPCSA as registrars for the purpose of specializing in Paediatrics are considered members of SAPRA and shall be eligible to apply for Registrar Membership of the Company.
- 1.6.2.2. Persons registered as Paediatricians and undergoing sub-specialist training shall not be eligible for Registrar Membership.
- 1.6.2.3. Registrar Members shall not have voting rights.
- 1.6.2.4. Registrar Members shall be eligible for a reduced membership fee as determined by the Board and ratified at a General Meeting.

1.6.3. Honorary Members

The Board may elect prominent scientists, qualified medical practitioners and other persons residing in or outside the Republic of South Africa, whether they are Full Members of the Company or not, as Honorary Members if they have made valuable contributions to the advancement of Paediatrics or to the welfare or benefit of the Company. The rights, duties and powers of a Full Member are not affected by his selection as an Honorary Member except that his obligation to pay the subscription fee shall lapse.

1.6.4. Life Members.

Persons who have been members of the Company for at least 10 years and have reached the age of 65 years shall automatically become Life Members and their obligation to pay a subscription shall lapse. Furthermore, the Board has discretionary powers to confer Life Membership on persons they deem worthy.

1.6.5. Affiliate Members

Affiliate Members are persons, organizations or groups who could aid the objects of the Company but who do not fulfil the criteria for the other above categories of membership. Persons seeking Affiliate Membership must submit written evidence of their involvement in either the practice or promotion of the health and the wellbeing of children so that each application can be considered on merit by the Board.

1.7. Termination of Membership

Every Member shall remain a Member until his/her membership is terminated by his/her resignation in writing addressed to the Secretary, by the decision of the Board, or by failing to pay the annual subscription for two consecutive years after due notice has been given by means of a written communication from the Company. The period between the notice having been served and the termination of membership shall be three (3) months.

2. ARTICLE 2 - Rights of Members

2.1. Members' authority to act

If, at anytime, every Member of the Company is also a Director of the Company, as contemplated in section 57 (4), the authority of the Members to

act without notice or compliance with any other internal formalities, as set out in that section is not limited or restricted by this Memorandum.

2.2. Members' right to Information

Members of the Company have the right to access information as set out in section 26 (1).

2.3. Representation by concurrent proxies

The right of a Member of the Company to appoint persons concurrently as proxies, as set out in section 58 (3)(a) is not limited, restricted or varied by this Memorandum.

2.4. Authority of proxy to delegate

The authority of a Member's proxy to delegate the proxy's powers to another person, as set out in section 58 (3)(b) is not limited or restricted by this Memorandum.

2.5. Requirement to deliver proxy instrument to the Company

The requirement that a Member must deliver to the Company a copy of the instrument appointing a proxy before that proxy may exercise the Member's rights at a Members' meeting, as set out in section 58 (3)(c), is not varied by this Memorandum.

2.6. Deliberative authority of proxy

The authority of a Member's proxy to decide without direction from the Member whether to exercise, or abstain from exercising any voting right of the Member, as set out in section 58 (7) is not limited or restricted by this Memorandum.

2.7. Record date for exercise of member rights

If, at any time, the Company's Board of Directors fails to determine a record date, as contemplated in section 59, the record date for the relevant matter is as determined in accordance with section 59 (3).

3. Article 3- Members Meetings

3.1. Requirement to hold meetings

3.1.1. The Company shall hold a biannual meeting which meeting shall

comprise:

- 3.1.1.1. a general meeting of the members; and
- 3.1.1.2. a scientific meeting of the Company as contemplated in article 3.1.4.
- 3.1.2. Save as aforesaid, the Company is not required to hold any Members' meetings other than those specifically required by the Companies Act, 2008.
- 3.1.3. The Company should deal with the following items of business, amongst others, at a General Meeting:
 - 3.1.3.1. Confirmation of previous meeting's minutes;
 - 3.1.3.2. Directors' report on the activities of the Company during the past two (2) years (or such period as may be relevant);
 - 3.1.3.3. Annual financial statements;
 - 3.1.3.4. Treasurer's report;
 - 3.1.3.5. Election of Directors to the extent required by this Memorandum or the Act; and
 - 3.1.3.6. Report on any resolutions adopted at any Special General Meeting.
- 3.1.4. **Scientific Meetings**
 - 3.1.4.1. Scientific Meetings of the Company should be held as contemplated in article 3.1.1.2 for the purpose of promoting continuing education in Child Health and Paediatrics.
 - 3.1.4.2. The Company shall be the custodian of the meeting, but not the convener.
 - 3.1.4.3. The responsibility for convening the biennial Scientific meeting shall reside with the Academic Heads of the University Departments on a rotational format. The Academic Department whose turn it is to convene the meeting will be formally invited by the Company's Board at least 3 years in advance.
- 3.1.5. The Chairperson of the General Meeting will be the incumbent Chairperson of the Board, or failing him/her, such other person as the Board may direct.

3.2. **Members' right to requisition a meeting**

The right of members to requisition a meeting, as set out in section 61 (3), may be exercised by at least 6 (Six) Full Members.

3.3. Location of Members' meetings

The authority of the Company's Board of Directors to determine the location of any Members' meeting, and the authority of the Company to hold any such meeting in the Republic or in any foreign country, as set out in section 61 (9) is not limited or restricted by this Memorandum.

3.4. Notice of Members' meeting

The minimum number of days for the Company to deliver a notice of a Members' meeting to the Members is as set out in section 62(1)(a), being 15 (Fifteen) business days before the meeting is to begin.

3.5. Electronic participation in Members' meetings

The authority of the Company to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 63 is not limited or restricted by this Memorandum.

3.6. Quorum for members meetings

3.6.1. The quorum requirement for a Members' meeting to begin, or for a matter to be considered, is 25 (Twenty Five) Full Members.

3.6.2. If, within one hour after the appointed time for a meeting to begin, the requirements of article 3.6.1 have not been satisfied, the meeting is postponed without motion, vote or further notice, for 48 (Forty Eight) hours, provided that the person presiding at the meeting may extend the aforementioned one hour limit for a reasonable period in his/her discretion and on good cause therefore.

3.6.3. The Company is not required to give further notice of a meeting that is postponed or adjourned in terms of article 3.6.2, unless the location for the meeting is different from the original location, provided that, if any link to a virtual platform for attendance to the meeting has been updated, the updated link shall be transmitted to the Members electronically.

3.6.4. If, at the time appointed in terms of this section for a postponed meeting to begin, or for an adjourned meeting to resume, the requirements of article 3.6.1 has not been satisfied, the Members of the Company present in person or by proxy will be deemed to constitute a quorum.

3.6.5. The authority of a meeting to continue to consider a matter, as set out in section 64 (9) is not limited or restricted by this Memorandum of Incorporation.

3.7. Adjournment of Members' meetings

The maximum period allowable for an adjournment of a Members' meeting is as set out in section 64 (12), without variation.

3.8. Members' resolutions

3.8.1. For an ordinary resolution to be adopted at a Members' meeting, it must be supported by more than 50% of the Members who voted on the resolution, as provided in section 65 (7).

3.8.2. For a special resolution to be adopted at a Members' meeting, it must be supported by at least 75% of the Members who voted on the resolution, as provided in section 65 (7).

3.8.3. A special resolution adopted at a Members' meeting is not required for a matter to be determined by the Company, except those matters set out in section 65 (11) (as may applicable to a non-profit company).

3.8.4. Each Full Member present at the General Meeting has 1 (one) vote.

4. ARTICLE 4 -- Directors and Officers

4.1. Composition of the Board

4.1.1. The Board shall comprise of a minimum of 4 directors and a maximum of 6 directors, to be appointed as set out in article 4.1.2, subject to article 4.1.2.2.

4.1.2. Directors are to be appointed in the following manner-

4.1.2.1. Directors shall be Members of the Company, and no person who is a juristic person, a person of unsound mind, a minor or a person under any similar disability or legal disqualification, shall be eligible as a Director; nor shall any Member who is in arrear with his payment membership fees be eligible as a Director;

4.1.2.2. the first Directors shall be incorporators, being persons who were properly appointed and serving executive committee members of SAPA, prior to the Company's registration;

4.1.2.3. in the second year after the date of adoption of this MOI and biannually thereafter, 50% (fifty percent) of the first Directors comprising the longest-serving Directors, also taking into account their terms served as executive committee members of SAPA prior to the Company's registration, shall resign from the Board but shall be eligible for re-election if they so choose;

- 4.1.2.4. notice of election and a request or for nominations will be dispatched by the Company Secretary at least 90 (Ninety) Calendar Days before the general meeting at which the election of Directors is proposed, by electronic means. Each nomination must be referred to the Secretary signed by the proposer, the seconder and the proposed candidate. Only paid up Members may stand for nomination; and
 - 4.1.2.5. the Directors shall be elected by majority votes cast by Members at a general meeting or at a meeting of Directors where appropriate. For the avoidance of doubt, the nominees with the highest number of votes shall be elected as Directors.
- 4.1.3. The Board shall, within 10 (ten) Business Days after:
- 4.1.3.1. incorporation of the Company, appoint a chairperson from one of their number, who shall hold such office until the Company's first Biannual General Meeting in the capacity as a voting Director; and
 - 4.1.3.2. each General Meeting, appoint a chairperson from one of their number, who shall hold such office until the next succeeding Biannual General Meeting in the capacity as a voting Director;
- whereafter the appointed chairperson's term will end and he/she shall vacate his/her office as chairperson, subject to re-appointment but provided that a chairperson shall not be eligible for appointment as such for more than 2 (two) consecutive full terms.
- 4.1.4. The office of chairperson shall *ipso facto* be vacated by a Director holding such office upon such Director ceasing to be a Director for any reason. In the event of any vacancy occurring in the office of the chairperson at any time, the Board shall immediately appoint one of their number as a replacement in such office.
 - 4.1.5. Except as otherwise provided, the chairperson shall preside at all meetings of the Board of and all General Meetings of Members and, in the event of the chairman not being present within 10 (ten) minutes of the scheduled time for the start of the meeting or in the event of the chairman's inability or unwillingness to act, a chairman shall be appointed for the meeting.
 - 4.1.6. The Board shall, within 10 (ten) Business Days after incorporation of the Company and, thereafter, within 10 (ten) days of each General Meeting, appoint a treasurer from one of their number, who shall hold such office until the next succeeding Biannual General Meeting, provided that the treasurer may be re-appointed as treasurer subject to a maximum of 3 terms in such capacity.

- 4.1.7. A vacancy in the number of Directors shall arise in the event of –
 - 4.1.7.1. any Director ceasing to hold office for any reason whatsoever, ceasing to be a Member, or becoming disqualified from holding office as such for any reason; or
 - 4.1.7.2. the death or resignation of any Director, or any of the other circumstances contemplated in section 70(1) arising; or
 - 4.1.7.3. any Director being removed by an ordinary resolution of Members as contemplated in section 70(1)(b)(vi).
- 4.1.8. If a vacancy on the Board has occurred, the Board may appoint a temporary Director to fill the vacancy, which Director shall hold such office until the next General Meeting.
- 4.1.9. There are no appointed or *ex officio* Directors of the Company in addition to the appointed Directors, as contemplated in section 66(4).
- 4.1.10. In addition to satisfying the eligibility requirements set out in 4.1.2.1, to become or remain a Director of the Company, a person is disqualified if –
 - 4.1.10.1. a court has prohibited him from being a Director, or has declared him to be delinquent in terms of Section 162 of the Act; or
 - 4.1.10.2. he is an unrehabilitated insolvent, or is prohibited under any public regulation to be a director; or
 - 4.1.10.3. he has been removed from an office of trust on grounds of misconduct involving dishonesty; or
 - 4.1.10.4. he has been convicted and imprisoned without the option of a fine, or fined more than R1,000,00 (or any other amount prescribed from time to time in the regulations to the Act), for theft, fraud, forgery perjury, or an offence involving fraud, misrepresentation or dishonesty, or other offences as set out in section 69(8)(b)(iv) ; or
 - 4.1.10.5. he remains in default with the payment of his membership fees for a period of 6 (Six) calendar months after the date on which written demand for payment was made. A defaulting Director shall automatically be suspended as director and shall not be allowed to function as a Director while the default in payment of membership fees persists.

4.2. **Authority of the Board**

- 4.2.1. The authority of the Company's Board to manage and to direct the policy, business and affairs of the Company, as set out in section

66(1), is not limited or restricted save as contemplated in the Act and, furthermore, specifically, as follows:

- 4.2.1.1. The Company may not have a share or other interest in any business which is carried on by its Members.
- 4.2.1.2. The Company will not, otherwise than to the extent contemplated in section 30(3) of the Income Tax Act, 1962, carry on any profit making activities and is prohibited from carrying on any business undertaking or trading activity, or participating in any business, profession or occupation carried on by any of its Members, or providing any financial assistance, premises, continuous service, or facilities to its Members for the purpose of carrying on any business, profession or occupation by them.
- 4.2.1.3. The Company is prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation regarding the tax deductibility thereof: Provided that a donor may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.
- 4.2.1.4. The following powers are excluded from the powers of the Company (and the Board's authority is limited accordingly), as contemplated in Item 2 of Schedule 1 to the Act: -
 - 4.2.1.4.1. to amalgamate or merge with or convert to a profit company as defined in the Act;
 - 4.2.1.4.2. to dispose of any part of its assets, undertaking or business to a profit company, other than for value, except to the extent that such a disposition of an asset occurs in the ordinary course of the activities of the Company;
 - 4.2.1.4.3. to pay, directly or indirectly, any portion of its income or transfer any of its assets, regardless how the income or the asset was derived, to any person who is or was an incorporator of the Company, or who is a Member or a Director, except –
 - 4.2.1.4.3.1. as reasonable remuneration for services rendered or goods delivered to the Company; or

payment for expenses incurred to advance the objects of the Company; or

4.2.1.4.3.2. as payment in terms of a bona fide agreement with the Company, or in respect of any other legal obligation binding on the Company; or

4.2.1.4.3.3. as payment in respect of any other rights of that person to the extent that such rights are administered by the Company to advance the objects of the

4.2.2. Without derogating from the wide powers granted above, the Board shall have the power to:

4.2.2.1. buy, sell, hire, let, encumber or otherwise deal with any moveable or immovable property;

4.2.2.2. raise or borrow money on terms it determines;

4.2.2.3. employ staff and hire professional and other services;

4.2.2.4. institute or defend any legal or arbitration proceedings made by or against the Company;

4.2.2.5. determine annual membership fees;

4.2.2.6. exercise all the management and executive powers that are normally vested in the board of directors of a company; and

4.2.2.7. exercise all the powers and authority of the Company not only in South Africa but in any part of the world.

4.3. Board of Directors Meetings

4.3.1. The authority of the Company's Board to consider a matter in Round Robin fashion and resolve thereon by a majority of Directors by means of personal written consent or electronic communication, as set out in section 74, provided that each Director has received notice of the matter to be decided, is not limited or restricted by this Memorandum.

4.3.2. The Board shall meet at least 4 (Four) times per annum to transact the business of the Company.

4.3.3. Directors are required to attend at least 3 (Three) meetings per annum. Failure to do so without reasonable explanation will be grounds for termination of that Member's privilege to hold office as

a Director.

- 4.3.4. The right of the Directors to requisition a meeting of the Board, as set out in section 73(1), may be exercised by 1 (One) Directors.
- 4.3.5. The authority of the Board to conduct a meeting entirely by electronic communication, or to provide for participation in a meeting by electronic communication, as set out in section 73(3) is not limited or restricted by this Memorandum.
- 4.3.6. The authority of the Board to determine the manner and form of providing notice of its meetings, as set out in section 73 (4) is not limited or restricted by this Memorandum.
- 4.3.7. The authority of the Board to proceed with a meeting despite a failure or defect in giving notice of the meeting, as set out in section 73 (5) is not limited or restricted by this Memorandum.
- 4.3.8. The quorum for a Directors meeting to begin or for a matter to be voted on, is two of Directors present.
- 4.3.9. Each Director has one vote, provided his membership fees are not in arrears, and a majority of the votes cast on a resolution is sufficient to approve that resolution , as set out in section 73(5).
- 4.3.10. In the event of a tied vote, the Chairman shall not have a deciding vote.

4.4. Indemnification

- 4.4.1. The authority of the Company's Board to advance expenses to a Director, or indemnify a Director, in respect of the defence of legal proceedings, as set out in section 78 (3) is not limited or restricted by this Memorandum.
- 4.4.2. The authority of the Company's Board to indemnify a Director in respect of liability, as set out in section 78 (5) is not limited or restricted by this Memorandum.
- 4.4.3. The authority of the Company's Board to purchase insurance to protect the Company, or a Director, as set out in section 78 (6) is not limited or restricted by this Memorandum.

4.5. Officers and Committees

- 4.5.1. The Board may appoint any such officers, including a Chairman of the Board (whom is appointed on an annual basis), a company secretary, a treasurer ,a chief and deputy chief executive officer/s for such period and on such terms and conditions as determined by the Board as it may consider necessary to optimally achieve the objects of the Company, its management and functionality.
- 4.5.2. The authority of the Board to appoint committees of Directors, and

to delegate to any such committee any of the authority of the Board as set out in section 72(1), or to include in any such committee persons who are not Directors, as set out in section 72(2) is not limited or restricted by this Memorandum provided that such persons are eligible and qualified to be directors, and such persons shall have a vote on any matter to be decided by the committee.

- 4.5.3. The authority of a committee appointed by the Board, as set out in section 72 (2)(b) and (c) is not limited or restricted by this Memorandum.
- 4.5.4. The Board shall, for the proper governance of the Company, have the power to –
 - 4.5.4.1. group Members in divisions according to specific areas of activity and responsibility allocated to each division. The Board shall appoint the members and heads of such divisions;
 - 4.5.4.2. appoint task teams and to appoint their members and convenors;
 - 4.5.4.3. authorise Members to form special interest groups and to undertake activities which are not in conflict with this Memorandum, the spirit thereof or the policies and ethos of the Company.
- 4.5.5. The Board is permitted to co-opt up to a maximum of 4 (Four) persons to the Board on such terms as the Board deems appropriate.

4.6. Accounting and Financial Matters

- 4.6.1. An annual membership fee, to be determined by the Board, shall be payable by each of the Members to provide funds for the carrying out of the work of the Company.
- 4.6.2. All financial aspects of the Company are the direct responsibility of the Board.
- 4.6.3. All financial transactions of the Company will be conducted by means of a banking account in the name of the Company.
- 4.6.4. The Treasurer will control day-to-day finances of the Company and will ensure that a proper record of all finances is kept.
- 4.6.5. An accounting officer will be appointed at the General Meeting. His/her duty is, *inter alia*, to conduct proper accounting of the Company's financial affairs, to create periodic management accounts, to check on the finances of the Company and to prepare annual financial statements within 3 (three) months from the end of the Company's financial year.
- 4.6.6. The Company's financial year will be from 1 March to 28th February

the following year.

- 4.6.7. The Company is prohibited from distributing any of its funds to any person (otherwise than in the course of undertaking any public benefit activity) and is required to utilise its funds solely for the object for which it has been established, or to invest such funds:
- 4.6.7.1. with a financial institution as defined in section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990) other than an institution contemplated in paragraph (a)(xii) of that definition;
 - 4.6.7.2. in any listed financial instrument of a company contemplated in paragraph (a) of the definition of "listed company" of the Income Tax Act, 1962 (Act No. 58 of 1962); or
 - 4.6.7.3. in such other prudent investments in financial instruments and assets as the Commissioner of the South African Revenue Service may determine.
- 4.6.8. The provisions of article 4.6.7 will not prohibit the Company from retaining an investment (other than any investment in the form of a business undertaking or trading activity or asset which is used in such business undertaking or trading activity) in the form that it was acquired by way of donation, bequest or inheritance.

5. Article 5 – Interpretation and General Provisions

Interpretation

- 5.1. In this Memorandum of Incorporation, unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings –
- 5.1.1. "**Act**" means the Companies Act, No. 71 of 2008, as amended, consolidated or re-enacted from time to time, and includes all Schedules to such Act and the Regulations, and "**section**" means a section of the Act;
 - 5.1.2. "**Affiliate Members**" means the members contemplated in article 1.6.5;
 - 5.1.3. "**Board**" means the board of Directors from time to time of the Company;
 - 5.1.4. "**Commission**" means the Companies and Intellectual Property Commission established by section 185;
 - 5.1.5. "**Company**" means South African Paediatric Association (RF) NPC;
 - 5.1.6. "**Director**" means a member of the Board as contemplated in section

66, or an alternate Director, and includes any person occupying the position of a Director or alternate Director, by whatever name designated;

- 5.1.7. "**Electronic Communication**" has the meaning set out in section 1 of the Electronic Communications and Transactions Act, No 25 of 2002;
 - 5.1.8. "**Full Members**" means members contemplated in article 1.6.1 being the only voting members of the Company;
 - 5.1.9. "**Honorary Members**" means the members contemplated in article 1.6.3;
 - 5.1.10. "**HPCSA**" means the Health Professions Council of South Africa;
 - 5.1.11. "**Life Members**" means the members contemplated in article 1.6.4;
 - 5.1.12. "**Members**" means all of the members of the Company from time to time, more fully set out in article 1.6;
 - 5.1.13. "**Registrar Members**" means the members contemplated in article 1.6.2;
 - 5.1.14. "**Regulations**" means the regulations published in terms of the Act from time to time;
 - 5.1.15. "**Republic**" means the Republic of South Africa;
 - 5.1.16. "**Rules**" means any rules made by the Board in respect of the Company from time to time as contemplated in section 15(3) to (5) of the Act and clause 2.3 hereof;
 - 5.1.17. "**SAMA**" means the South African Medical Association NPC with registration number 1927/000136/08;
 - 5.1.18. "**SAPA**" means the erstwhile voluntary association known as the South African Paediatric Association, which was the predecessor of the Company;
 - 5.1.19. "**SAPRA**" means the South African Paediatric Registrars Association;
 - 5.1.20. "**this/the Memorandum**" means this Memorandum of Incorporation as amended from time to time.
- 5.2. In this Memorandum, unless the context clearly indicates otherwise –
- 5.2.1. words and expressions defined in the Act and which are not defined herein shall have the meanings given to them in the Act;
 - 5.2.2. a reference to a section by number refers to the corresponding section of the Act notwithstanding the renumbering of such section after the date on which the Company is incorporated;
 - 5.2.3. in any instance where there is a conflict between a provision (be it expressed, implied or tacit) of this Memorandum of Incorporation and –
 - 5.2.3.1. an alterable or elective provision of the Act, the provision of this Memorandum shall prevail to the extent of the

- conflict; and
- 5.2.3.2. an unalterable or non-elective provision of the Act, the unalterable or non-elective provision of the Act shall prevail to the extent of the conflict;
- 5.2.4. clause headings are for convenience only and are not to be used in its interpretation;
- 5.2.5. an expression which denotes –
- 5.2.5.1. any gender includes the other genders;
- 5.2.5.2. a natural person includes a juristic person and *vice versa*; and
- 5.2.5.3. the singular includes the plural and *vice versa*.
- 5.3. if the due date for performance of any obligation in terms of this Memorandum is a day which is not a business day then (unless otherwise stipulated), the due date for performance of the relevant obligation shall be the immediately succeeding business day;
- 5.4. any words or expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout the whole of this Memorandum of Incorporation;
- 5.5. any reference to a notice shall be construed as a reference to a written notice and shall include a notice which is transmitted electronically in a manner and form such that the notice can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.
- 5.6. Any reference in this Memorandum to –
- 5.6.1. "**days**" shall be construed as calendar days unless qualified by the word "**Business**", in which instance a "**Business Day**" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic from time to time;
- 5.6.2. "**law**" means any law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law and a reference to any statutory enactment shall be construed as a reference to that enactment as amended or substituted from time to time;
- 5.6.3. "**writing**" means legible writing and in English and includes printing, typewriting, lithography or any other mechanical process, as well as any electronic communication in a manner and a form such that it can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.

- 5.7. The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "**include**" and "**including**" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
 - 5.8. Unless otherwise provided in this Memorandum or the Act, defined terms appearing herein in title case shall be given their meaning as defined, while the same terms appearing in lower case shall (except where defined in the Act) be interpreted in accordance with their plain English meaning.
 - 5.9. Where 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 excluding the day on which the first event occurs and including the day on which or by which the second event is to occur.
 - 5.10. Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
 - 5.11. Any Schedules attached to this Memorandum shall form part of the Memorandum.
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5 April 2023