



CONSTITUTION

CONSTITUTION OF THE SOUTH AFRICAN LANDSCAPERS INSTITUTE (SALI)

1. THIS IS THE CONSTITUTION OF THE SOUTH AFRICAN LANDSCAPERS INSTITUTE (Hereinafter referred to as “SALI” in abbreviated form). This Constitution is issued by The South African Landscapers Institute in accordance with the requirements of its mission statement. It consists of this Constitution, the SALI Landscape Standards (Edition 1, 2020) the Executive Committee Handbook and the SALI Code of Conduct, which are intended to be read together.
 - 1.1 SALI is a juridical person with the power of doing or performing such acts or things as bodies corporate by law do or perform, notwithstanding any change in the composition of its Members from time to time, having perpetual succession and entrusted with fulfilling the task of attaining its object for the public good. SALI has the capacity to acquire rights and obligations, and in particular shall in its name, be capable of opening bank accounts, investing, lending and borrowing moneys, or purchasing or otherwise acquiring, holding, buying, selling, exchanging, alienating, hypothecating any property, moveable and immovable, burdening such property with a servitude, or otherwise conferring any real rights therein, and generally, without in any way being limited by or restricted to the powers specified above, of entering into any transaction involving contractual or statutory right and obligations or involving real rights or any other kind of transaction and of doing and performing such acts and things as bodies corporate may by law do or perform.
 - 1.2 The rights and obligations of SALI are independent of its members. Ownership of assets vests in SALI. It exists, separately from its members and/or office bearers. Members and/or office bearers have no right to the income or assets of SALI.
 - 1.3 SALI may not give any of its money or property to its members or office bearers nor shall any member make any profit out of his/her membership, except as in the case of reasonable remuneration for services rendered to SALI.
 - 1.3.1 SALI Principal members main objective is within any of the following fields: commercial, residential, environmental, recreational, interior plantscapers, landscape installation, and/or maintenance, hereinafter referred to as landscaping or landscapers.
 - 1.4 The geographical area of jurisdiction of SALI shall be Southern Africa.

2. AIMS AND OBJECTIVES

The aims and objectives of SALI shall be to:

- 2.1 provide and maintain a central organization for the promotion of efficiency, progress, welfare, knowledge, education and general development among persons engaged or employed in the landscaping industry and to act as a networking platform and to support professional standards and to pursue social issues in the landscaping industry;
- 2.2 foster an awareness among professional bodies, developers, public authorities and the general public of the existence of SALI and to maintain close liaison with the said bodies so as to facilitate the placing of contracts with SALI members;

- 2.3 improve and maintain the standing of the landscape industry through strength of membership representation; and
- 2.4 encourage a high standard of quality and workmanship in the landscape industry and to exercise control, supervision and guidance in respect of the conduct of the members;
- 2.5 raise the efficiency and profitability of the landscape industry by encouraging progressive methods of management as well as encouraging the training of landscape personnel, and to seek to improve the professional status of members and to promote the interests, welfare and advancement of the members in general;
- 2.6 provide SALI's members with regular technical and trade information by establishing and maintaining facilities for the exchange of information with suppliers of equipment, services and materials for landscaping;
- 2.7 formulate and recommend contract procedure for the guidance and common use of all SALI members;
- 2.8 encourage regular meetings of SALI's members at both Regional and National level; and
- 2.9 liaise with international institutes/organizations with interests similar to those of SALI.

3. MISSION STATEMENT

The mission statement of SALI is to improve the standing of the landscape industry and to promote the participation of all role-players in this industry in Southern Africa by encouraging training, higher standards, professionalism, ethical conduct and social interaction through regular meetings, conferences, workshops and liaison with business, training and government institutions, statutory bodies, N.G.O.'s, and employer and employee organizations.

4. CODE OF ETHICS

As a landscaper and member of SALI, every member shall, recognize the importance of adhering to the following principles:

- 4.1 To be proud of the landscaping profession and the opportunity it affords the member to improve the environment and the quality of life of all clients;
- 4.2 To endeavor to improve the standard of the landscaping industry by adhering to the Landscape Standards (Edition 1, 2020) laid down by SALI and, by so doing, ensuring clients get increased value.
- 4.3 To make no false claims in any advertisements for products or services and to display the official logo of SALI only as long as the member remains in good standing. The SALI logo is intended to reflect a trademark of professionalism for the supply of quality services and products in all respects.

5. POWERS OF SALI TO CARRY OUT ITS OBJECTS

SALI shall have all such powers and authorities as shall be necessary or desirable or conducive to achieving any and all of the objects of SALI. These powers and authorities shall

be exercised by any duly constituted sub-committee in accordance with and subject to the provisions of the Constitution. Without in any way limiting the generality of the foregoing, the powers and authorities of SALI shall include those set out below:

- 5.1 To acquire by purchase, exchange, hire, sub-lease, donation or otherwise moveable and/or immovable property of any kind;
- 5.2 To sell, let, mortgage, dispose of, give in exchange, turn to account or otherwise deal with all or any part of the property or rights of SALI;
- 5.3 To enter into contracts on any kind necessary to carry out, give effect to or secure the objects of SALI;
- 5.4 From time to time, in accordance with sound business and financial principles to invest the funds of SALI in such property or assets or other prudent investments as may be deemed advisable from time to time;
- 5.5 To appoint, elect, employ, suspend or dismiss and remunerate employees and experts with such functions, tenure and terms of office as may be prescribed by or pursuant to the Constitution;
- 5.6 To establish and contribute to a pension, annuity, medical and/or other fund for the benefit of its employees in accordance with the rules of such fund;
- 5.7 To arrange pension and medical aid schemes for the benefit and grant pensions, allowance, gratuities and bonuses to employees or ex-employees of the SALI;
- 5.8 To regulate relations between its members, and between its members and the Institute and other Institutes and to enter into any agreement of arrangement leading to the provision of services or goods on beneficial terms to members;
- 5.9 To insure against losses, damage, risk and liability of any kind;
- 5.10 To institute, conduct, defend, compound or abandon any legal proceedings by and against SALI or its officers or otherwise concerning the affairs of SALI, or action of the members and also compound and allow time for payment or satisfaction of any debts due to any claims or demands made by or against SALI;
- 5.11 To spend or otherwise apply monies to the advancement and/or development of SALI or its members;
- 5.12 To impose disciplinary measures on its members or former members arising out of or connected with any contravention or breach of the provisions of this Constitution or any Specification or regulation passed by any Committee and recover by legal action or otherwise penalties or compulsory contributions or damages from its members or former members. Without in any way limiting the generality of the afore going SALI shall have the power to suspend or ban any member;
- 5.13 To take all such action as may be required or necessary to enforce fully and effectively all obligations of whatsoever nature and howsoever arising which may be owed to SALI by its members, former members or any other person or body.

6. SALI MEMBERSHIP

6.1 Principal Membership

To qualify, a company shall:

- 6.1.1 Be registered as such in accordance with the company laws of the Republic of South Africa, as amended;
- 6.1.2 Have as its main object any of the following fields: commercial, residential, environmental, recreational, interior plantscapers, landscape installation and/or maintenance.
- 6.1.3 Comply with all statutory requirements. (Refer to clause 14.5 below and the Membership Application Form)
- 6.1.4 Have completed the standard Membership Application form;
- 6.1.5 Have been accepted by a Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance;
- 6.1.6 Produce landscape contracting work conforming to the SALI Landscape Standards (Ed. 1, 2020).
- 6.1.7 Adhere to the SALI Documentation as amended from time to time and must have a copy available for inspection and/or referral.
- 6.1.8 Have an administrative function acceptable to the Regional Executive;
- 6.1.9 Carry out all landscaping undertaken according to a quantifiable scope of work agreed by the client and in terms of the Code of Conduct;
- 6.1.10 Enter a project for evaluation in the first year of membership and at least one project every second year thereafter. Should the minimum required percentage not be achieved, in respect of any project submitted, SALI reserves the right to decline renewal of membership.
- 6.1.11 Show continued commitment and responsibility to SALI, the landscaping industry and the SAGIC environment by supporting and regularly attending meetings, networking functions and events arranged for members.
- 6.1.12 Be environmentally responsible and adhere to sound environmental principles in all works undertaken.
- 6.1.13 Have paid the current annual subscription and/or levies as determined by the relevant Regional Office. In the event that these monies are not paid monthly by debit order, the full amount must be settled within sixty days of the new financial year.
- 6.1.14 Must adhere to the SALI Code of Ethics (Refer to point 4 of the Constitution).

Each Principal Member shall:

- 6.1.15 Have 1 (one) vote;
- 6.1.16 Be entitled to register an additional number of employee members to the regional database at no charge according to their annual turnover and/or as determined by the relevant Regional Office;
- 6.1.17 Be entitled to use the distinctive SALI logo;
- 6.1.18 Enjoy exposure on the members' page on the SALI website and any other marketing initiatives undertaken from time to time;
Exclusive marketing initiatives undertaken on all SALI social media

- platforms;
- 6.1.19 Receive a certificate of membership upon payment or regional arrangement of the required annual membership fee;
- 6.1.20 Receive invitations to all SALI and SAGIC functions and thereby enjoy exposure to the SALI and SAGIC networking environment; and
- 6.1.21 Be eligible to join SAGIC's "Friends SAGIC" programme as a discounted rate;
- 6.1.22 Be eligible to use their SALI Membership status to tender / quote on landscaping projects.
- 6.1.23 Access to the "Members Only" section on the SALI website which contains exclusive documentation.
- 6.1.24 Receive invitations to all SALI training sessions and industry participation sessions

6.2 Member-in-Training

This membership shall be confined to landscape contracting businesses or individuals in the landscape contracting industry that do not yet qualify for Principal Membership in terms of the following points:

- 6.2.14 Comply with the all the statutory requirements of a company in good standing;
- 6.2.15 Produce landscaping contracting work conforming to SALI Landscape Standards (Ed. 1, 2020); and
- 6.2.16 Have an administrative function acceptable to the Regional Executive Committee.

Such prospective member must:

- 6.2.17 Complete the standard application forms;
- 6.2.18 Have been accepted by the Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance;
- 6.2.19 Have paid the appropriate annual subscription as determined by the relevant Regional Office. In the event that these monies are not paid monthly by Debit Order, the full amount must be settled within 60 (sixty) days of the new financial year;
- 6.2.20 Show continued commitment and responsibility to SALI, the landscaping industry and the SAGIC environment by supporting and attending meetings, networking functions and events arranged for members;
- 6.2.21 Be environmentally responsible and adhere to sound environmental principles in all works undertaken;
- 6.2.22 Apply SALI standards in the execution of landscape work undertaken.

Each Member-in-Training shall:

- 6.2.23 Not be eligible to use their SALI Member-in-Training status to tender / quote on landscaping projects.
- 6.2.24 Not be eligible to vote.
- 6.2.25 Receive invitations to all SALI and SAGIC functions, including conferences and meetings and thereby enjoy exposure to the SALI and SAGIC networking environment;
- 6.2.26 Membership-in-training status is valid for twelve (12) months. A review will take place after the first six (6) months, following which the member will be advised on measures to ensure progression to Principle Membership to avoid termination of membership.

6.3 Student Membership

Membership shall be confined to individuals who are registered at a recognized South African based educational institution, that:

- 6.3.14 Have completed the standard application forms;
- 6.3.15 Have been accepted by the Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance;
- 6.3.16 Are environmentally responsible and adhere to sound environmental principles in all works undertaken;
- 6.3.17 Show continued commitment and responsibility to SALI, the landscaping industry and the SAGIC environment by supporting and attending meetings, networking function and events arranged for members;
- 6.3.18 Have paid the appropriate annual subscription as determined by the relevant Regional Office. The full amount must be settled within sixty days of the new financial year; and
- 6.3.19 Apply SALI standards of work in the execution of landscape work under their control.

Each Student Member shall:

- 6.3.20 Not be eligible to use their SALI Student Member status to tender / quote on landscaping projects.
- 6.3.21 Not be eligible to vote;
- 6.3.22 Receive an annual Certificate of Student Membership; and
- 6.3.23 Receive invitations to all SALI and SAGIC functions.

6.4 Associate Membership

- 6.4.14 Associate membership shall be open to individuals/companies, and includes, but is not limited to Consultants or Members of any other profession related to landscape contracting and/or designing i.e. Landscape Architects, Landscape Designers, Environmental Consultants,

Project Managers, Quantity Surveyors and local authorities amongst others.

To qualify, such a Member shall:

- 6.4.15 Have completed the standard application forms and have been accepted by the Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance;
- 6.4.16 Have paid the appropriate annual subscription as determined by the relevant Regional Office. In the event that these monies are not paid monthly by debit order, the full amount must be settled within sixty days of the new financial year;
- 6.4.17 Be a company (trading entity) in good standing;
- 6.4.18 Show continued commitment and responsibility to SALI, the landscaping industry and the SAGIC environment by supporting and regularly attending meetings, networking functions and events arranged for members; and
- 6.4.19 Be environmentally responsible and adhere to sound environmental principles in all works undertaken.

Each Associate Member shall:

- 6.4.20 Not be eligible to use their SALI Associate status to tender / quote on landscaping projects.
- 6.4.21 Not be eligible to vote.
- 6.4.22 Receive a Certificate of Membership upon payment of the required annual membership fee;
- 6.4.24 Be eligible to join SAGIC's "Friends of SAGIC" programme as a discounted rate;
- 6.4.23 Receive invitations to all SALI and SAGIC functions and thereby enjoy exposure to the SALI and SAGIC networking environment;
- 6.4.24 Have one vote at the Annual General Meeting and/or Special General Meeting; and
- 6.4.25 Be entitled to the use of the SALI logo.
- 6.4.26 Access to the "Members Only" section on the SALI website which contains exclusive documentation.
- 6.4.27 Receive invitations to all SALI training sessions and industry participation sessions.

6.5 Selected Supplier Membership

To qualify for Selected Supplier Membership, a company shall:

- 6.5.14 Be the supplier of a service or product having the quality as specified in recognized Landscape Standards (Edition 1, 2020), and meeting the approval of the Regional Executive;
- 6.5.15 Be a company (trading entity) in good standing.;
- 6.5.16 Fill in the standard application forms and be accepted by the Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance;
- 6.5.17 Adhere to a sound service ethic in compliance with the Landscape Standards (Edition 1, 2020) and offer a backup or maintenance service;
- 6.5.18 Comply with all statutory regulations as defined in clause 14.5.
- 6.5.19 Show continued commitment and responsibility to SALI, the landscaping industry and the SAGIC environment by supporting and regularly attending meetings, networking functions and events arranged for members.
- 6.5.20 Be environmentally responsible and adhere to sound environmental principles in all works undertaken.
- 6.5.21 Have paid the appropriate annual subscription as determined by the relevant Regional Office. In the event that these monies are not paid monthly by debit order, the full amount must be settled within sixty days of the new financial year.

Each Selected Supplier Member shall:

- 6.5.22 Be entitled to be present and have one vote at all General Meetings.
- 6.5.23 Not be eligible to use their SALI Selected Supplier status to tender / quote on landscaping projects.
- 6.5.24 Be entitled to register any number of employee members at no charge.
- 6.5.25 Have their application proposed and seconded by at least two principal members.
- 6.5.26 Be aware that continued membership will not be automatic. SALI retains the right to verify relevant details prior to renewing membership at any time.
- 6.5.27 Be entitled to use the distinctive “SALI Selected Supplier” logo.
- 6.5.28 Enjoy exposure on the members’ page on the SALI website and any other marketing initiatives undertaken from time to time.
- 6.5.29 Receive a Certificate of Membership upon payment of the required annual membership fee.
- 6.5.30 Receive invitations to all SALI and SAGIC functions and thereby enjoy exposure to the SALI and SAGIC networking environment.
- 6.5.31 Be eligible to join SAGIC’s “Friends of SAGIC” programme as a discounted rate;
- 6.5.31 Be eligible to be considered for the annual SALI Best Supplier Award, which is voted on by members at Regional level.
- 6.5.32 Access to the “Members Only” section on the SALI website which contains exclusive documentation.

- 6.5.33 Receive invitations to all SALI training sessions and industry participation sessions.

6.6 Individual Membership

This membership category will be available to South African residents who have an interest in the landscaping industry. Such members shall:

- 6.6.14 Complete the standard application forms and be accepted by the Regional Executive. Approval of membership is at the sole discretion of the Regional Executive Committee who will not be obligated to furnish reasons for non-acceptance.
- 6.6.15 Show continued commitment and responsibility to SALI, the landscaping industry and the SAGIC environment by supporting and attending meetings, networking functions and events arranged for members.
- 6.6.16 Be environmentally responsible and adhere to sound environmental principles in all works undertaken.
- 6.6.17 Have paid the appropriate annual subscription as determined by the relevant Regional Office. The full amount must be settled within sixty days of the new financial year.

Each Individual Member shall:

- 6.6.18 Not be eligible to use their Individual Member status to tender / quote on landscaping projects.
- 6.6.19 Not be eligible to vote.
- 6.6.20 Receive invitations to all SALI and SAGIC Functions
- 6.6.21 Not be entitled to use the SALI logo.

6.7 Honorary Life Membership

Honorary Life Membership is conferred or rescinded at the sole discretion of the National Executive.

- 6.7.14 Nominations must be made by Principal Members via the Regional Executive Committee and must be accompanied by a written motivation.
- 6.7.15 The nominee should have previously served as a Regional Chairperson.
- 6.7.16 Have served SALI, its interests and the industry at large beyond the call of duty.
- 6.7.17 Be of good standing and enjoy credibility in the industry.
- 6.7.18 Request for rescinding of an Honorary Life Membership must be made in writing by Principal Members via the Regional Executive Committee to the National Executive Committee, subject to Clause 11, Sub-clause 11.7.

6.8 Promotion and Logo

The use of the SALI and SALI Selected Supplier Logo is reserved for members in particular categories only. Refer to the Membership Section for these definitions.

7. MEMBERSHIP APPLICATION

- 7.2 Any person or concern wishing to join SALI shall complete an application form provided by their SALI Regional Office together with supporting documentation and the prescribed non-refundable application fee.
- 7.3 Should the Regional Executive of SALI accept a membership application, the annual membership fee shall be paid in accordance with the Regional arrangement.
- 7.4 A company wishing to apply for membership must apply in the region where it has its principal place of business. Should the applicant carry on business in more than one province then such company must apply in each province in which it carries on business.

8. REGISTRATION FEES AND MEMBERSHIP FEES

Annual membership fees will be used to fund both the Regional and National functions.

8.2 Regional

- 8.2.14 Registration and membership fees shall be such as the Regional Executive may from time to time prescribe.
- 8.2.15 A member who fails to pay the prescribed fee within sixty days of the date payment falls due, i.e. within 60 days of the new financial year, they shall automatically cease to be a member.
Such a member may be re-instated at the discretion of the Executive Committee on payment of arrears and current fees.
- 8.2.16 A portion of the annual membership fees in all categories will be paid into the SALI National fund to finance the activities of the National Executive. The value of these contributions will be agreed mutually by the National Executive and will be the same for the same category of membership in all regions.
- 8.2.17 SALI may at its discretion agree to the membership of any allied industry. In such case a portion of the membership income shall be utilized for this membership.

8.3 National

- 8.3.14 A portion of the annual Regional Membership fees for Principal and Selected Supplier Members will be paid into the SALI National fund to finance the activities of the National Executive. The value of these

contributions will be agreed mutually by the National Executive and will be the same for the same category of membership in all regions. The National activities may include administration, co-ordination of regions, promotion and marketing of SALI, monitoring standards, setting policy, communication with members and any other activities deemed to be within the scope of the aims and objectives of SALI, excluding financial control of regions. Any changes to Regional financial control must be approved by all regions and in writing by the Regional Executive Committees.

- 8.3.15 The member contribution to the National Executive fund shall be paid to this fund within 21 days of the membership application having been approved;
- 8.3.16 A pro-rata contribution to the National Executive fund shall be paid for a member joining during the course of a financial year;
- 8.3.17 Annual subscriptions must be reviewed annually by the National Executive as agreed upon by the National Executive.

8.4 Financial Year

The financial year of SALI shall run from 1 March to the end of February of each year.

9. LIABILITY

The liability of a member for any obligation of SALI shall be limited to the membership fee payable by the member in a single financial year.

10. INDEMNITY BY SALI

The Executive Members of each Committee, Honorary Treasurer, and other officers shall be indemnified by SALI from all losses and expenses incurred by them in or about the discharge of their respective duties except such as may happen from their own willful default, and no executive member of any Committee or other officers shall be liable for any other member of Council or officer, or for joining in any act or receipt, or for any act of conformity or for any loss whatsoever happening to SALI, unless the same shall be due to his own willful default or action. Nor shall any member be liable in his / her personal capacity, jointly or severally, for any monies, financial or other obligations of SALI of any associated or affiliated institute, association or body.

11. CONTINUED MEMBERSHIP

Continued membership of SALI shall depend on the following:

- 11.2 The maintenance of a satisfactory standard of contract execution and satisfactory business practice, in accordance with the provisions of the SALI Constitution.

- 11.3 Each Principal Member shall submit at least one project for evaluation every second year and achieve a minimum of 60%. Should more than one project be submitted for evaluation, the evaluation will be based on the project having the lowest percentage.
- 11.4 No party shall be liable for, nor shall such party be considered in breach of this Agreement due to, any failure to perform this obligation as a result of a cause beyond its control, including any act of God or a public enemy or terrorist, act of any military, civil or regulatory authority, change in any law or regulation, fire, flood, earthquake, storm, pandemic or other like event which could not have been prevented by such party with reasonable care. a "Force Majeure Event").
- 11.5 Should a "Force Majeure event" occur, Clause 11.2 shall be applied as soon as reasonably possible, as decided by the regional office.
- 11.6 Payment of the annual membership fee effected in full within sixty days after the commencement of the new financial year. Or as stipulated in payment arrangements with the regional office in the members area.
- 11.7 If at any time after acceptance of the application for membership, it appears that a member has been accepted by SALI under a misrepresentation, SALI shall have the right to forthwith cancel such member's membership in which event any payments made by such member shall not be refunded.
- 11.8 If any Member:
 - 11.8.14 Commits an act of insolvency or enters into any compromise with its creditors generally, or
 - 11.8.15 Becomes incapable by reason of mental disorder; or
 - 11.8.16 is found by the Disciplinary Committee or the Appeal Committee to have:
 - breached or contravened the provisions of this Constitution or SALI Constitution, or
 - 11.8.17 acted in such manner as to put the interests or reputation of SALI at risk, or
 - 11.8.18 brought SALI into disrepute; or
 - 11.8.19 is found to be paying employees less than the 'National Minimum Wage Act 1 January 2019, or as amended,

the Regional Executive may by resolution remove such Member's name from the SALI website record of Members, and the provisions of clause 12 shall apply. The Regional Executive Committee may refer any such matter to the National Executive Committee to make recommendations where appropriate.

12. DISCIPLINARY COMMITTEE AND APPEAL COMMITTEE

- 12.2 The Disciplinary Committee shall be constituted for the purpose of investigating non-compliance with any provision of the SALI Constitution and having regard to the qualifications, methods and terms of admission for membership, privileges and obligations, including authority for the expulsion or suspension of any membership or capacity, and of considering questions of professional practice generally and cases of alleged misconduct.

- 12.3 There shall be appointed in each year a Disciplinary Committee, consisting of not less than two members of the Regional Executive Committee. The Chairperson of the Disciplinary Committee shall be appointed by the Regional Executive Committee from among members of the Regional Executive Committee. The two members appointed by the Regional Executive Committee, shall form a quorum. In the event of all members of the Regional Executive Committee having a vested interest in the matter at hand, two Executive Committee members from any of the other regions will be appointed to this position.
- 12.4 There shall be appointed in each year an Appeal Committee, consisting of not less than two members of the National Executive Committee, comprising the Chairperson and either the Deputy Chairperson or the Vice Chairperson, for the purpose of hearing appeals from decisions of the Disciplinary Committee. The Chairperson of the Appeal Committee shall be the National Executive Chairperson. No members of the Disciplinary Committee shall be appointed to the Appeal Committee. At the request of either the Appeal Committee or the appellant, the National Executive Committee shall be entitled to appoint any independent person (not a Member) to be a member of the Appeal Committee. Two members of the Appeal Committee shall constitute a quorum.
- 12.5 The Disciplinary Committee shall proceed with consideration of the member's case in the manner specified where are set down his rights with regard to notice, appearance, representation, translation, calling witnesses, cross-examining witnesses and appeal, and if the Disciplinary Committee decides to impose a sanction upon the member, the members shall have such rights in regard to notice of the decision and appeal as are provided therein.
- 12.6 A decision of the Appeal Committee shall be final and binding.

13. RESIGNATION AND TERMINATION OF MEMBERSHIP AND APPEALS

- 13.2 A member desirous of resigning his membership may do so by giving 3 (three) month's written notice to the SALI regional office in which their membership resides. Any outstanding membership fees, (inclusive of 3 (three) months' notice period, and accounts due by such member must be paid in full on termination.
- 13.3 A member who is alleged to be guilty of conduct which will make him or her liable to be suspended or expelled under clause 11 shall be informed in writing, by registered mail, by the Disciplinary Committee of the alleged complaint and be given an opportunity to make written submissions thereon to the Disciplinary Committee. Such submissions must be lodged within 14 days of receipt of the notice.
- 13.4 If dissatisfied with the decision of the Disciplinary Committee, such member may appeal, in writing, within 30 days of receipt of the Disciplinary Committee's determination to the Appeal Committee whose decision thereon shall be final.
- 13.5 If an appeal is received, the Disciplinary Committee shall within 7 days furnish the Appeal Committee with a copy of the entire record of the complaint proceedings, including the written statements, correspondence, the recorded oral evidence, the written evidence and report.

- 13.6 The appeal shall take place within 30 days of receipt of the documents referred to above.
- 13.7 The Appeal Committee shall review the evidence and make a decision. If oral evidence is required, the parties may be called upon to appear before the Appeal Committee. In such event the parties shall not be entitled to legal representation and evidence shall be given on oath or affirmation. The Appeal Committee's finding and recommendation shall be communicated to all parties involved in the dispute and to all Regional and National Committees. There shall be no further right of appeal.
- 13.8 All matters giving rise to a disciplinary hearing and the findings thereof shall be treated as confidential. Any disclosure thereof shall result in a litigious sanction against the disclosing party.
- 13.9 SALI shall indemnify and hold harmless all members of the Appeal Committee against any claims which may be brought against them as a result of any decision handed down by them.
- 13.10 A member who fails to comply with the Constitution or where a member is found guilty by the Disciplinary Committee of conduct which, in the sole opinion of the Disciplinary Committee, is either dishonorable or derogatory to the character or prejudicial to the interests of SALI may result in suspension or termination of membership, and in both instances shall not be entitled to exercise any of the rights of membership, including the right to vote.
- 13.11 Any member whose membership has been suspended for a certain period of time, or has lapsed or terminated for whatever reason:
 - 13.11.14 is prohibited from using any SALI originated material or stationery bearing the registered SALI logo and name; and
 - 13.11.15 is prohibited from representing himself/herself or his/her company as a member of SALI; and
 - 13.11.16 shall forthwith return all SALI originated material to SALI.
- 13.12 If the business or company of any member in any category changes ownership, undergoes a change in name or status, or the details of the voting representative changes, the relevant Regional Office must be advised of these changes.
- 13.13 If a member moves to a different region or becomes active in more than one region, such member will be required to apply for membership in that region(s) as well.
- 13.14 Should a resigned/terminated member wish to apply for re-instatement as a member, such reinstatement shall be at the sole discretion of the relevant Region Executive Committee. Where applicable, such member may be required to settle any outstanding monies due to SALI (Membership Fees or otherwise) relating to his previous membership term prior to the reinstatement being considered.
- 13.15 Where a period of 2 (two) years has passed since the date of termination of a member's membership, and such member wishes to again apply for membership, a site evaluation by the Regional Executive Committee will be required, and the granting of membership will be at SALI's sole discretion.

14. CODE OF CONDUCT

All members shall comply with the following:

- 14.2 Terms and conditions for the supply of goods and services shall be clearly stated to each client by way of a formal contract, including detailed Specifications in accordance with guidelines provided by SALI Landscape Standards (Ed. 1, 2020) and a quotation for all services and goods supplied.
- 14.3 All obligations in terms of the contract with a client shall be completed by the member, using its best endeavors, in full and by the completion date;
- 14.4 Staff shall be sufficiently trained and adequately supervised to ensure that contracts are carried out in accordance with the SALI Landscape Standards (Ed.1, 2020);
- 14.5 All statutory responsibilities included but not limited to, payments in terms of the Income Tax Act, 1962 (PAYE), Skills Development Levies, Unemployment Insurance, Compensation for Occupational Injuries and Diseases, Regional Services Levies and/or any other relevant regulations;
- 14.6 All members shall have sufficient Public Liability insurance cover as well as having a current Certificate of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act and
- 14.7 Members shall take full responsibility for the quality of work and shall be liable, by virtue of the privity of contract with any sub-contractor, for the conduct of such sub-contractor engaged by them.

15. GENERAL MEETINGS

National, Regional and Annual General Meetings may be conducted via electronic communication (virtual platform) as long as the electronic communication facility employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other without an intermediary, and to participate effectively in the meeting.

15.2 National Annual General Meeting

- 15.2.14 The National Annual General Meeting of SALI will be held annually within 6 months of the financial year-end.
- 15.2.15 At the Annual General Meeting any matter may be raised which has not been satisfactorily resolved by the National or Regional Executive.
- 15.2.16 All matters to be raised at the National Annual General Meeting must have been raised at the National Executive via the Regional Chairperson or have been submitted in writing to the National Chairperson at least 2 weeks prior to the date of the National Annual General Meeting.
- 15.2.17 The quorum of the National Annual General Meeting shall consist of 20 members on condition that each Region is represented by at least three Principal Members, and in the event of there not being a quorum, the meeting shall stand adjourned to the same day four weeks hence when those Principal Members present at the adjourned meeting shall constitute a quorum, irrespective of the number present.
- 15.2.18 Principal Members of SALI shall, in the event of being unable to attend the National Annual General Meeting, be permitted to cast any votes in writing

or by proxy or lay before the meeting a document setting out any matter for discussion.

- 15.2.19 Notice of the Annual General Meeting shall be circulated to all members at least (one) 1 calendar month prior to the agreed date for the meeting.
- 15.2.20 Any proposed changes to the Constitution shall be submitted in writing to the National Chairperson at least one month prior to the date of the National Annual General Meeting.
- 15.2.21 The Constitution may only be amended at a National Annual General Meeting or a National Special General Meeting of SALI, provided that notice is given to each member at least fifteen days prior to such Annual General Meeting.
- 15.2.22 Amendments to the Constitution may only be approved by a majority vote, being 75% of members present and entitled to vote or their proxies, provided that at least 75% of those in favour are Principal Members.

15.3 Special National General Meeting

- 15.3.14 A Special National General Meeting of SALI shall be held on written request of not less than six (6) members to the National Chairperson of SALI setting out the purpose of the meeting.
- 15.3.15 At the Special General Meeting, only specific matters that have been set out in the notice of the meeting may be raised, discussed and decided, subject to the requirements of paragraph 15.1.9 in the case of any proposed changes to this Constitution.
- 15.3.16 The quorum of the Special National General Meeting shall consist of 20 members on condition that each Region is represented by at least three Principal Members, and in the event of there not being a quorum, the meeting shall stand adjourned to the same day four weeks hence when those members present at the adjourned meeting shall constitute a quorum, irrespective of the number present.
- 15.3.17 Notice of all General Meetings shall be sent by e-mail to the last e-mail address supplied to the relative administrative office by the member and such communication shall be deemed to have been received on the day upon which it was sent.

15.4 Regional General Meetings

- 15.4.14 Each region shall hold its own Annual General Meeting at least four weeks prior to the National Annual General Meeting.
- 15.4.15 Notice of Regional Annual General Meetings shall be circulated to all members at least 1 calendar month prior to the agreed date for the meeting.
- 15.4.16 All matters to be raised at the Regional Annual General Meeting must be submitted in writing to the Regional Chairperson at least 2 weeks prior to the Regional Annual General Meeting.
- 15.4.17 Regional General Meetings shall be convened by the respective honorary secretary or in the case of a Special General Meeting by any office bearer of

- the Regional Executive Committee who shall give written notice thereof to all members.
- 15.4.18 At least four general meetings per annum are to be held in each region.
 - 15.4.19 The quorum of Regional Meetings shall be 25% of the principal members and in the event of there not being a quorum, the meeting shall stand adjourned to the same day four weeks hence when those principal members present at the adjourned meeting shall constitute a quorum, irrespective of the number present.
 - 15.4.20 A Special Regional Meeting shall be held on written request of not less than three principal members to the Regional Honorary Secretary of SALI setting out the purpose of the meeting.
 - 15.4.21 At a Special General Meeting, only specific matters that have been set out may be raised, discussed and decided, subject to the requirements to a two-thirds majority in the case of any proposed amendment to the Constitution.
 - 15.4.22 Principal Regional Members of SALI shall, in the event of being unable to attend any Regional General Meeting be permitted to cast any votes in writing or by proxy or lay before the meeting a document setting out any matter for discussion.

16. EXECUTIVE COMMITTEE HANDBOOK

- 16.2 The Executive Committee Handbook (“ECH”) sets out the code of conduct of the Members of the Regional Executive Committees and National Executive Committee.
- 16.3 All Executive Members shall comply with the provisions of the ECH.
- 16.4 In the event that any amendment, addition or deletion is required to be made to the ECH, the prior written approval of all National Executive Members shall be obtained.

17. REGIONAL EXECUTIVE COMMITTEES

- 17.2 Each province in South Africa shall have a Regional Executive Committee and each Member thereof shall be an office bearer of SALI.
- 17.3 The control and management of the regional affairs of SALI shall be vested in Regional Executive Committee which shall consist of not less than three nor more than seven members elected annually at the Regional Annual General Meeting of SALI . The members of the Regional Committee shall be the office bearers of SALI.
- 17.4 The Regional Executive Committee shall issue a report of its affairs to the National Executive Committee at the meetings of the National Executive Committee.
- 17.5 Members of the Regional Executive Committees shall hold office for a minimum of two years and shall be eligible for re-election for a further term.
- 17.6 Nominations of Members for election to the Regional Executive Committee shall be in writing and signed by a proposer who shall be a Principal Member before the commencement of the Annual General Meeting at which the election is to take place.
- 17.7 In the event of there being more nominations than vacancies, an election by ballot shall be held.

- 17.8 The Chair-elect will automatically become the Chairperson for the following years and shall not hold office for more than two (2) terms (4 years).
- 17.8 On taking office, the members of the Regional Executive Committee shall immediately from amongst themselves elect a Chair-elect, and Honorary Treasurer who shall hold office until the election of an Executive Committee at the next Annual General Meeting and shall be eligible for re-election. The Treasurer shall not hold office for more than two (2) terms (4 years).
- 17.9 If the position of Regional Chairperson becomes vacant/is not able to be filled in terms of the Constitution, the Regional/National Executive will appoint an interim Chairperson within 30 days of the post first becoming vacant for the period remaining to the next Annual General Meeting. This Chairperson will be appointed from the group of previous Chairpersons with the exception of the immediately preceding Chairperson.
- 17.10 A Director of Operations may be employed by the Regional Executive.
- 17.11 Three members shall constitute a quorum of the Regional Executive Committee which shall meet as often as is required but not less than four times yearly.
- 17.12 The Regional Executive Committee shall have the power to co-opt Members of SALI to additional posts of the Regional Executive Committee.
- 17.13 Not more than one-half of the Executive Committee shall be from one company.
- 17.14 The Chairperson of any meeting will hold a casting vote over and above his deliberative vote.
- 17.15 Office bearers may be requested to resign from their position should such member not abide by the Code of Conduct and/or the Constitution or where a member is found guilty of misconduct, which in the sole opinion of the Regional Executive Committee is either dishonorable or derogatory to the character or prejudicial to the interests of SALI.
- 17.16 Any changes to Regional financial control must be approved in writing by the Regional Executive Committees.

18. NATIONAL EXECUTIVE COMMITTEE

- 18.2 The control and management of the national affairs of SALI shall be vested in a National Executive Committee which shall consist of all of the Chairpersons of the Regional Executive Committees elected at the Regional Annual General Meetings and an elected National Chairperson.
- 18.3 On taking office, the members of the National Executive Committee shall immediately from amongst themselves elect a Chair-Elect who will automatically become Chairperson in the following year but shall not hold office for more than two (2) terms, (4 years).
- 18.4 Members of the National Executive shall hold office for a minimum of two years to coincide with their term of office as Regional Chairperson.
- 18.5 If the position of National Chair becomes vacant/is not able to be filled in terms of the Constitution, the National Executive will appoint an interim Chair within 30 days of the post first becoming vacant for the period remaining to the next Annual General

- Meeting. This Chairperson will be appointed from the group of previous Chairpersons with the exception of the immediately preceding Chair.
- 18.6 The National Executive shall meet at least three times per annum and must be attended by all Regional Chairperson or their representatives by proxy.
 - 18.7 National Executive meetings will rotate between regions and no more than two such meetings will be held at any one region per year.
 - 18.8 A National Director of Operations or a National Administrative Service Provider may be employed by the National Executive Committee.
 - 18.9 The National Director of Operations or a National Administrative Service Provider will act as secretary for the meeting.
 - 18.10 The National Executive Committee's finances will be controlled by the National Executive Committee.
 - 18.11 The National Executive Committee of SALI shall have the power to co-opt members of SALI to additional posts on the National Executive Committee.
 - 18.12 Co-opted Members will not have the vote on the National Executive Committee.
 - 18.13 Members of the Executive and Officers of SALI shall be indemnified and secured harmless from and against all actions, charges, losses, damages and/or expenses as a result of any act or omission committed by them whilst performing such action within the scope of their function in good faith for or on behalf of SALI.
 - 18.14 The Chairperson of any meeting will hold a casting vote over and above his deliberative vote.
 - 18.15 The Chairperson of the National Executive Committee shall not hold the position of Chairperson of the Regional Executive Committee simultaneously.
 - 18.16 In the event that any Member or Office Bearer fails to abide by any provision of the SALI Constitution and is, in addition, found guilty of dishonorable or derogatory conduct giving rise to harming SALI's reputation or prejudicing SALI in any manner whatsoever, may have his/her membership terminated and/or be summarily dismissed as an Office Bearer.

19. POWERS OF THE EXECUTIVE COMMITTEES

Both the Regional and National Executive Committees shall have the following powers:

- 19.2 To administer and manage the affairs and business of SALI in the respective region;
- 19.3 To monitor the business conduct of members of SALI in so far as this relates to those aspects detailed in Clause 10 (Code of Conduct) and Clause 9 (Continued Membership);
- 19.4 To appoint sub-committees for special purposes and the Chairperson of such sub-committees shall be members of the Executive Committee;
- 19.5 To make regulations, not inconsistent with the provisions of the Constitution, in regard to the rights and privileges of members of SALI;
- 19.6 To consider and decide on applications for affiliation and membership.

20. DUTIES OF HONORARY OFFICE BEARERS

- 20.2 Directors of Operations/Office Administrators shall keep minutes and attendance registers of all meetings held. These minutes and attendance registers must be kept safely and always be on hand for members to consult;
- 20.3 Relevant correspondence and membership records must also be kept;
- 20.4 Honorary treasurers shall keep records of the finances relating to their positions.

21. NATIONAL CHAIRPERSON'S DISCRETIONARY AWARD

- 21.2 This Award is intended to recognize and reward those individuals who have excelled themselves and/or have made significant contributions to the landscaping industry.
- 21.3 The criteria are:
 - To be awarded to an individual for his/her:
 - contribution to landscaping and not necessarily only SALI;
 - To individuals who are excluded from Honorary Life Membership because of the specific criteria;
 - The contribution should be tangible/measurable for inter alia award-winning projects, length of service to the industry (10 years plus), support of SALI, support through media, environmental contributions and so on;
- 21.4 A National Chairperson may only present one, and a maximum of two Awards in the two years of the membership term. This award is not obligatory, but the Chairperson must have considered this as one of his tasks;
- 21.5 The SALI National Executive Committee must approve in a majority, the nomination for this award;
- 21.6 SALI National must fund the award and the attendance of the person(s) and a partner to the function. Accommodation and travel could be for the individual or region's account;

The SALI National Committee must use their discretion in the event of an individual being nominated who has in the past been declared insolvent/sequestered/ liquidated and a minimum of 5 years should be allowed as a rehabilitation period. These criteria should apply to all awards.

22. AWARDS OF EXCELLENCE

- 22.2 A National Awards of Excellence presentation shall be held annually as per the Rules and Regulations determined by the National Executive and stated on the Official Entry Forms as amended from time to time.
- 22.3 The criteria for the appointment of National and Regional Judges are as follows:
 - 22.3.14 Regional:
 - At least 2 suitably qualified judges are to be appointed. As far as practically possible, one judge is to be selected from a design background and one with horticultural knowledge.
 - 22.3.15 National:
 - One person will be appointed as the National Coordinating Judge by the SALI National Executive for a period not exceeding 5 years.

- 22.4 A member of the National Executive, alternatively an Honorary Life member may be appointed to oversee the judging process. This person shall be exempt from entering (Refer to Point 11.2) while in this position.
- 22.5 Should a member enter into the awards of excellence and does not meet the minimum requirements, the Regional Committee may re-evaluate the member's work to ensure that the minimum requirements are met. The member will then have to resubmit an entry in the following year for further evaluation.
- 22.6 Correspondence or appeals regarding any aspects of the Awards may be directed, in writing to the National Executive. The decision reached by the National Executive after investigation of a matter will be final.
- 22.7 Proof of Payment for Award entries must accompany the members Award Entry portfolio.

23. DISPUTE RESOLUTION

- 23.2 In the event of a dispute between a Member and client or another SALI member, where attempts at reconciliation between the parties has failed, either of the disputing entities shall be entitled to approach the SALI Regional Executive Committee, in writing for mediation.
- 23.3 The Regional Committee will appoint a neutral person to investigate a dispute. This will include one (1) site visit, analysis of dispute and a written report. Should an independent specialist need to be appointed the costs of mediation procedures will be determined by the then Regional Executive Committee and the disputing parties will be liable to share the costs thereof in equal shares.
- 23.4 Where mediation does not resolve the dispute, the matter may be referred for arbitration by either party and in such event SALI will no longer have jurisdiction over such dispute.
- 23.5 Financial disputes are not within the ambit of SALI to resolve.

24. INTERPRETATION OF THE CONSTITUTION

Any dispute or issue as to the intention, meaning and effect of all or any of the provisions of this Constitution, the SALI Documentation or any document issued in terms of this Constitution shall be referred for decision to a duly constituted sub-committee (as referred to in clause 5), which sub-committee shall consist of not less than 3 persons. The decisions of such sub-committee shall be final and binding.

25. DISSOLUTION

- 25.2 SALI may be dissolved by a Resolution passed at a National Executive Meeting and if, upon winding up or dissolution of SALI, there remains, after settlement of all debts and liabilities, any property or assets whatsoever, the same shall not be paid to or distributed amongst members of SALI but shall be transferred to some other Association or Institution having, in general, the same or similar aims or objectives as those of SALI.

- 25.3 SALI may be dissolved or wound-up, at any time by the National Executive Members in an Annual General Meeting or Special General Meeting, upon a majority vote of not less than 75% of the total votes of such Members, who are present in person or by proxy and who are entitled to vote, provided that not less than 6 weeks' written notification of such meeting and of any resolution aimed at dissolving or winding-up SALI shall have been given to all National Executive Committee and Regional Executive Committee Members.
- 25.4 Upon the dissolution or winding-up of SALI, all the property, funds and assets of SALI after payment of all monies owing to any third parties, shall at the sole discretion of the aforesaid voting Members be transferred free of compensation to any other organization having objects similar to those of SALI (such decision to be made by members in an Annual General Meeting or Special General Meeting upon a majority vote of not less than 51% of Members who are present, either in person or by proxy, and who are entitled to vote).