

**CONSTITUTION OF
THE ASSOCIATION OF
ESTATE AGENTS OF NAMIBIA**

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1. DEFINITIONS AND MEANINGS

1.1. In this constitution, unless otherwise required by the context, the following words and expressions shall have the meaning set out hereunder:

1.1.1. **“Act”** means the Estate Agents Act 112 of 1976 and particularly the Estate Agents Amendment Act, 1987, or any act that may amend or repeal Act 112 of 1976, including all regulations promulgated there under;

1.1.2. **“Accountants”** means the accountants of the Association which are annually elected and appointed at the annual general meeting of the Association and who are registered with a recognised accounting body;

1.1.3. **“Association”** means the association of Estate Agents in Namibia being the relevant, representative and single body of Estate Agents in Namibia, having as its main object the promotion and co-ordination of the interest of Namibian Estate Agents in general and in particular the interest of its members as defined under “institute” in the Act;

1.1.4. **“Board”** means the Namibian estate agents board constituted in terms of Section 2 of the Act;

1.1.5. **“Chairperson”** means the Chairperson of the Council;

1.1.6. **“Council”** means the Council consisting of not fewer than six (6) and not more than ten (10) natural persons practicing as Estate Agents who have obtained membership of the Association and have been elected as Members of the Council as defined in Section 6 of these articles;

- 1.1.7. **“Council Meeting”** means a meeting of the Council properly convened and constituted, or, as the case may be, the Council Members collectively as a council. The relation of the Council to the Association shall be the same as that of a board of directors to a company and references to the Council shall be interpreted accordingly
- 1.1.8. **“Council Members”** means members of the Council for the requisite period, and/or their replacements, or, as the case may be, the members of the Council, elected as members of the Council as defined in Section 6 of these statutes. A Council Member shall be in the same relation to the Association and subject to the same rights and duties as is a director to a company, and references to a Council Member shall have the similar meaning;
- 1.1.9. **“Estate Agent”** means a natural person in possession of a valid fidelity fund certificate issued to him/her in terms of the relevant regulations of the Act;
- 1.1.10. **“Executive Committee”** means the executive committee of the Association shall be any two Council Member together with the Secretary to the Council, of which one of the said Council Members must be either the President or the Vice-President or alternatively any three ordinary Council Members. The Executive committee shall be invested with the authority to adopt binding resolutions for and on behalf of the Council, with the provision that all resolutions adopted by the Executive Committee shall be put before the first subsequent full Council Meeting for ratification or amendment.
- 1.1.11. **“Member”** means a member of the Association admitted to membership accordance with these articles and bound to it by constitution;
- 1.1.12. **“Month”** means a calendar month;

- 1.1.13. **“Office”** means the registered office of the Association for the appropriate period;
- 1.1.14. **“President”** means the President of the Association elected and appointed in accordance with the provisions of article 55;
- 1.1.15. **“Register”** means the register of Members of the Association, kept at its Office;
- 1.1.16. **“Regulations”** means any regulations that the Council makes in supplementation of any of these articles, or to arrange the detailed procedures that must be followed by the Association in implementing them at intervals in terms of article 47;
- 1.1.17. **“Secretary”** wherever necessary, “Secretary” shall be construed to mean “Chairperson” irrespective of whether or not there is a secretary available to the Council;
- 1.1.18. **“Tariff”** has the meaning ascribed thereto in article 49 hereof, being the recommendation of maximum tariffs and professional fees and commissions applicable to Estate Agents in general and Members in particular;
- 1.1.19. **“Vice President”** means the vice president of the Association elected and appointed in accordance with the provisions of article 56 hereof;
- 1.1.20. **“Year”** means a financial year, commencing on 1 January of every calendar year and ending on 31 December of the same year;
- 1.2. Words and expressions herein and which are defined or used in the Act shall have the meaning given to them in that Act.
- 1.3. Words importing the singular shall include the plural and vice versa.

- 1.4. Words importing individuals shall include companies, partnerships, close corporations and societies.
- 1.5. “*In writing*” or “*written*” shall include printed, lithographed, typewritten, e-mail or visibly represented or reproduced by any other mode.
- 1.6. Words importing males shall include females.
- 1.7. Any reference to a company shall include a partnership or close corporation, as referred to in the Close Corporations Act, act 26 of 1988, or the opposite.
- 1.8. Notwithstanding any defined terms contained anywhere else in this Agreement, any capitalized terms used in this Agreement shall have the meanings given to them in article 1.1 except as otherwise provided herein.
- 1.9. If any provision in a definition is a substantive provision conferring rights or imposing obligations, effect shall be given to it as if it were a substantive article in the body of the constitution, notwithstanding that it is only contained in the definitions and meanings article.

SECTION A INTRODUCTION AND GENERAL PRINCIPLES
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The prestige of any professional body depends to a great extent on the ethical standards observed by its individual members, both in their relationship with one another, and in their relationship with the community in general.

In order to accomplish the above and to adhere to high standards in real estate practice, the Estate Agents of Namibia hereby form an association of which the name is

“The Association of Estate Agents of Namibia”

(hereafter referred to as the "Association")

Whereas it is the aim of the Association that its Members will be respected and trusted by all as they progress in business, therefore the following is the constitution of the Association.

2. MAIN AND ANCILLIARY OBJECTS OF THE ASSOCIATION

2.1. The main object of the Association is - “to maintain, protect, promote and co-ordinate the national interests of Estate Agents, and, in particular, of its Members”.

2.2. Ancillary Objects of the Association –

Without exclusion or in any way limiting the above object of the Association, the following objects are ancillary objects of the Association:

2.2.1. To provide professional training to its Members that cover general real estate practice and selling skills to adequately equip them for the industry. Including, but not limiting such training, would be financial and legal aspects in relation to general real estate practice.

2.2.2. To nominate eligible Estate Agents for appointment to serve on the Board.

3. LEGAL PERSONA

3.1. The Association is a legal persona and may exercise all the powers of a corporate body, including owning of assets, contracting and the right to conduct legal proceedings in its own name.

3.2. The Association may therefore sue and be sued in the name of the Association and the *domicilium citandi et excutandi* will be at its Office.

3.3. The Members, including all Council or employees or associates are not personally liable for any decisions or actions taken by the Association or in the name of the Association.

3.4. All assets and liabilities of the Association belong to the Association independent of its Members. Thus no asset of the Association can be claimed

as a private asset by any of its Members, nor can the Association claim any of the asset(s) of a Member as an Association asset.

- 3.5. The Association is not permitted to distribute any of its profits or gains to any person and is required to utilize its funds solely for investment or the objects for which it has been established.

4. **POWERS OF THE ASSOCIATION**

The Association has in general such powers to take such steps and to perform such acts as may be necessary or expedient in order to achieve its objects. In addition to these general powers, and without limiting them, the Association has the powers as set out in this constitution.

SECTION B MEMBERSHIP

5. **QUALIFICATION AND CATEGORIES OF MEMBERSHIP**

- 5.1. The following are the categories of and qualifications required for membership of the Association:

5.1.1. **Ordinary Members** - are Estate Agents who are natural persons and who –

5.1.1.1. have completed or are exempt from completing the standard training prescribed by the Estate Agents Act from time to time;

5.1.1.2. who are considered by the Council to be fit and proper persons;

- 5.1.1.3. have successfully completed such courses and passed such examinations as the Board stipulates from time to time; and
- 5.1.1.4. be in possession of a valid fidelity fund certificate.
- 5.1.2. **Associated Members** - are co-opted members being persons who, whether natural persons or otherwise, are not Estate Agents, but
 - 5.1.2.1. whose business activities are such and who from time to time conduct such business as the Council, at its discretion, regards as being connected with immovable property; and
 - 5.1.2.2. who are deemed by the Council, at its discretion, to be suitable and competent persons.
- 5.1.3. **Retired members** - are Ordinary Members who have withdrawn from active practice as Estate Agents, and who have provided the Association with an affidavit in the prescribed form to the effect that they have ceased to practice as Estate Agents.
- 5.1.4. **Life Members** - existing or former Members of the Association whom the Council has elected to life membership.
- 5.1.5. **Honorary Members** - any person who offers or who may be able to offer assistance to the Association, or whose position or office will add to the good repute of the Association, may be elected by the Council as an Honorary Member for a period which the Council may determine.
- 5.1.6. **Foreign Members** - foreign membership shall be granted by the Council only on request and on the conditions set by the Council.
- 5.1.7. **Corporate Members** - are estate agencies duly registered with the Board and registering as Corporate Members of the Association.

- 5.2. Life Members and Honorary Members may be elected as Members of the Association and serve as office bearers if so elected by the Council in terms of Section 6 of these articles.
- 5.3. Associated and Retired Members shall have voting rights at meetings of the Association and may address the meeting only with the permission of the Chairperson of that meeting.

6. **APPLICATION FOR MEMBERSHIP**

- 6.1. An application for membership of the Association shall be submitted to the Chairperson on the application form prescribed from time to time for that purpose and shall, where applicable, be accompanied by the relevant authorizing resolution in terms of these articles or regulations promulgated there under.
- 6.2. The Council shall be entitled to approve such an application provisionally, should membership of the Association be compulsory in terms of any law, and in the event that membership is not compulsory by law, to approve such an application or to reject it without providing reasons for the rejection. The date of acceptance of the applicant as a Member shall be the date on which the application is approved by the Council. The Chairperson shall inform the applicant in writing of his/her having been accepted as a Member and the effective date thereof.
- 6.3. Notwithstanding anything contrary contained in these articles, no person shall be unconditionally admitted as a Member. Should an applicant fail to satisfy the Council as to his good character, general competence, experience and suitability for membership, membership shall not be granted.

7. **MEMBERSHIP NOT TRANSFERABLE**

The rights and privileges of a Member shall be his only and shall not be transferable to any other person, whether through the action of a Member or by any other means.

Membership, shall, unless terminated in advance, cease and terminate at the time of a Members' death, deregistration, liquidation, dissolution or whatever the case may be.

8. PUBLICISING MEMBERSHIP

8.1. Any Member may publish on all letterheads, documentation and advertisements, publicizing membership in the case of –

8.1.1. a company, that a director of a company is a Member of the Association;

8.1.2. a partnership or close corporation, that a partner or member of a close corporation is a Member of the Association;

8.2. Furthermore, any Member whether director, partner or member of a close corporation, as the case may be, may show his membership of the Association by:

8.2.1. printing the words “ **Member of the Association of Estate Agents of Namibia**” as well as the emblem of the Association on all documentation; and

8.2.2. causing that all advertisements issued by him, his company, close corporation or partnership may include at least the letters: “M.A.E.A.N.”

8.3. In the event that not all the directors, members or all the partners are Members of the Association, as is contemplated above, those directors, members or partners who are Members may affix the letters “MAEAN” to all documentation, but they must ensure that no wording or emblem is used that in any way implies membership of or association with the Association on the part of the company, close corporation or partnership.

8.4. For the purpose of this article, “documentation” includes letters, accounts, receipts, brochures, advertising material and stationery used by a Member or his estate agency in the course of his practice as an Estate Agent, but excludes all standard forms of the Association.

9. **ADDRESSES OF MEMBERS**

Every Member shall from time to time inform the Council as to his place of business. The address thus given from time to time shall be deemed to be his address for any communications between himself and the Association. Any such notice of change of address shall be entered in the Register immediately upon its receipt.

10. **MEMBERS RESIDENT ABROAD**

Should any Member fail to give an address within the territory of Namibia, he may not receive notice of any general meeting or other functions of the Association, and no meeting or any other function shall be invalidated because of his failure to receive such notice.

11. **ETHICAL OBLIGATIONS OF MEMBERS**

Every member shall –

- 11.1. comply with and observe the code of conduct promulgated in terms of Section 8 (b) of the Act;
- 11.2. not contravene any provision of Section 30 (1) of the Act;
- 11.3. not visit real or potential disrepute upon the Association as a result of any of his activities;
- 11.4. not be guilty of conduct to the real or potential detriment of the Association in his attempts to achieve his goals;

- 11.5. comply fully and strictly with any decision of the Council or arbitrator, whichever the case may be, in terms of articles 12 and 13;
- 11.6. be loyal to the Association and endeavor to promote the image of the Association, and conduct his business in such a manner as not to prejudice either his reputation or that of the Association;
- 11.7. at all times when conducting business, display his certificate of membership in a prominent position in his place of business;
- 11.8. not criticize a Member in the presence of a client, but treat all Members with fairness and in accordance with strict principles of courtesy and integrity;
- 11.9. not request, make use of or attempt to procure the services of any person in the employ of any other Member without prior notification to that member;
- 11.10. not directly or indirectly, orally or in writing, seek instructions for business between the same buyer and the same seller or lessor and lessee, as the case may be, or a company or companies directly or indirectly controlled by or associated with the same buyer or lessee, as the case may be, which he knows or with ordinary care could have ascertained is being actively negotiated by another Member;
- 11.11. not seek or obtain any information from another Member concerning any pending transactions and knowingly use such information to the prejudice of such other Member;
- 11.12. conduct his business from proper and suitable premises, which may be deemed suitable exclusively at the discretion of the Council;
- 11.13. respect a sole mandate held by any other Member. No Member shall claim or represent in any manner that he holds a sole mandate over any property referred to or as defined in the Code of Conduct in terms of the Act unless that mandate is in writing and is valid;

- 11.14. not introduce a prospective purchaser and/or lessee to such property or continue with negotiations on such property where he is aware or could with reasonable care have ascertained that another Member holds a current written sole mandate, without the consent of the latter Member;
- 11.15. if a sole agent is aware or could with reasonable care have ascertained that another Member is negotiating the sale or leasing of a property, he shall inform the latter Member of his/her appointment as sole agent for the property in question.

12. **COMPLAINTS AND DISPUTES**

- 12.1. Any alleged breach of or noncompliance with these statutes or the regulations promulgated under them by any Member (the accused) must be given in writing to the Chairperson. The information must contain full details of the alleged breach or noncompliance and must be in the form of a written sworn affidavit signed by the person making the complaint (the complainant).
- 12.2. The Council shall be entitled to decide what procedures should be followed regarding the treatment of the complaint, including the power to delegate the complaint to the Board, in accordance with the Act for the prescribed actions in terms of Sections 8B and 30 (2) of the Act to be taken.
- 12.3. Should the Council decide to delegate the complaint to the Board, the Council shall be entitled to suspend the membership of the accused for such time and on such condition as the Council, in consultation with the Board, may deem suitable.
- 12.4. Without restricting the generality of the foregoing, the Council shall have the power to:
 - 12.4.1. hold a hearing and after careful consideration deliver a verdict on the allegation;

- 12.4.2. call any Member before it for questioning if it is of the opinion that the Member is in a position to give evidence that may assist the Council in arriving at a decision; and
- 12.4.3. hear the evidence of any person who is not a Member, whether as a voluntary witness or as summoned to give evidence should the Council require it.
- 12.5. The accused and the complainant shall have the right to call witnesses in support of their contentions and shall, subject to article 12.6, be entitled to legal representation. Those parties involved in any hearing shall notify the Chairperson through the Secretary, at least ten (10) working days before the commencement of the hearing, of the names of their legal representatives and witnesses who will attend the hearing.
- 12.6. The accused and the complainant in any dispute shall be obliged to notify the Chairperson, at least ninety-six (96) hours before the commencement of a hearing, that they will have legal representation, in default of which the parties concerned will not have the right to legal representation.
- 12.7. The Council shall be entitled, after the hearing of the parties, to dismiss the complaint, or if the accused is found guilty of any of the complaints made against him, to take one or more of the following steps against him:
 - 12.7.1. to caution him; or
 - 12.7.2. to reprimand him; or
 - 12.7.3. to suspend his membership for such a period and under such conditions as the Council deems suitable; or
 - 12.7.4. to terminate his membership; or
 - 12.7.5. should the complaint concern a matter involving payment of commission, to order payment by him, notwithstanding any other empowerment indicated in these articles 12.7 and 12.8, of the whole

part of that commission to that Member who in the opinion of the Council is entitled to it; or

12.7.6. regardless of any other penalty indicated in these articles 12.7 and 12.8, to subject him to a fine not exceeding the penalty amount (s) determined by the Council from time to time and which is payable to the Association.

12.8. The Council shall inform the Board immediately, so that appropriate steps may be taken whenever complaints and disputes falling under this article are reported against a Member.

12.9. No Member of the Council shall have the right to adjudicate or to vote on any matter in respect of which he or any member of his estate agency organisation is either the accused or the complainant.

12.10. Immediately upon a verdict having been reached, the Secretary shall inform the Chairperson, the Board, the complainant and the accused of the verdict in writing.

13. **APPEAL**

13.1. In terms of article 12, both the accused and the complainant shall have the right to appeal against the decision of the Council, by serving written notice upon the Chairperson within a period of 28 days from the date of notice of the Council's decision in terms of article 12.10.

13.2. The appeal shall be heard on the basis that:

13.2.1. the accused and the complainant shall agree upon an arbitrator from a panel of three persons nominated in writing by the Council for that purpose.

13.2.2. Should they (accused and complainant) at the postulation of the Council not agree upon the appointment of an arbitrator within 28

days of the said postulation, the Secretary shall supply the President with the names of the nominees and all known reasons for the inability of the parties to agree upon an arbitrator upon which either:

13.2.2.1. The President shall sanction the nominees, in which case the Secretary shall in the presence of the President or his nominated representative draw lots to select the name of one of the nominees; or

13.2.2.2. the Secretary shall demand that one or all of the nominees be withdrawn and the names of a new panel shall be laid before the accused and the complainant in terms of article 13.2.1.

13.2.3. The arbitrator shall determine the procedures that must be followed to be concordant with the Appeal, but these shall *mutatis mutandis* be in concordance with appropriate measures stipulated in these articles.

13.2.4. The arbitrator shall not be a member of the original nominees who deliberated upon the dispute/complaint.

13.2.5. The arbitrator shall not be a member of the original nominees who deliberated upon the dispute/complaint.

13.2.6. The decision of the arbitrator shall be final and binding

13.3. In the absence of lodgment of a petition for appeal in terms of article 13.1 all parties affected by the complaint shall be obliged to implement immediately any verdict, to comply with it and to put it into effect.

13.4. In the case of a petition for appeal for which the proper notice has been given in terms of article 13.1, the provisions of article 13.3 shall be suspended until a final decision on the appeal has been reached, after which those provisions shall be applicable *mutatis mutandis* in coming to a decision on the appeal.

13.5. Failing compliance by any party with the implementation of the provisions contained in articles 13.3. or 13.4, whatever the case may be, the Council shall moreover be entitled to impose as additional penalty one or more of the penalties defined in article 12.7. To enforce this decision, the Council shall have the right to take legal action in any court that has jurisdiction in the area where the party concerned conducts business, regardless of whether the monetary value of the affair exceeds the competence of the court in question.

14. **RESIGNATION AND EXPULSION OF MEMBERS**

14.1. A Member may relinquish his membership in the manner defined in article 16.

14.2. A Member shall *ipso facto* cease to be a Member under any of the following circumstances, but shall nevertheless be obliged to inform the Chairperson in writing of the following events:

14.2.1. if he ceases to be in possession of a valid fidelity fund certificate in terms of the Act; or

14.2.2. in the case of Associated Members, if the business activities of the Member in question are no longer connected with immovable property.

14.2.3. if he contravenes Section 30 of the Act.

14.3. Any Member may be summarily expelled by the Council if he fails to pay any amount or any funds he owes to the Association within 30 days of a written demand (signed by or on behalf of the Chairperson) and posted to him by prepaid registered post for the remittance of that amount.

14.4. Any Member who has been duly expelled by the Council shall be notified in writing by the Chairperson (who shall simultaneously send copies to the Board). These notifications shall be sent within 10 days of the date on which the resolution in favour of expulsion was adopted by the Council.

- 14.5. When a Member has been duly expelled by the Council, he shall immediately cease to be a Member of the Association. The Chairperson shall expunge his name from the Register and ensure that the Member's certificate of membership is returned, in compliance with article 15.
- 14.6. Neither resignation nor expulsion from the Association or termination of membership of any Member, whatever the manner in which it may occur, shall affect those of his rights and duties that originated before and remained unenforced or unfulfilled at the time of the occurrence of this event. After termination of membership, no Member shall be entitled to any refund of any sums paid in respect of any period, whether in advance or otherwise.
- 14.7. The Council shall have the right to investigate the affairs of any Member if it should be of the opinion that any of the provisions of this article may be applicable to the Member concerned. Furthermore, the Council may undertake such an investigation of its own accord.

15. **CERTIFICATE OF MEMBERSHIP**

- 15.1. When a person is admitted as a Member, he shall be provided with a certificate of membership on the form prescribed by the Council, which certificate shall contain his full name and be signed by the President (or in his absence by the Vice-President or a Council Member in conjunction with the Chairperson), with the provision that:
- 15.1.1. this certificate of membership shall remain the property of the Association at all times;
- 15.1.2. the Member to whom the certificate was issued shall return it to the Secretary within 15 days of receiving at any time a request from the Secretary to do so;
- 15.1.3. a Member shall be obliged to return the said certificate when his/her membership has been terminated, whatever the reason for

termination may be, within 15 days of the date of that termination of membership. However, in the case of the death of a Member in good standing, on receipt of a request by the deceased's family permission may be granted for the family of the deceased to retain the certificate.

SECTION C RESIGNATIONS

16. RESIGNATIONS

Any Member who tenders his resignation in accordance with article 14.1 shall do so in writing, addressing his resignation to the Secretary. The date of the termination of membership shall be the date of the Secretary's receipt of the written notice. Within 10 days of receiving it the Secretary shall give the Chairperson, the Council and the Board notification of the resignation, but only in the case of membership that is compulsory by law.

SECTION D MEMBERSHIP FEES & LEVIES

17. MEMBERSHIP FEES

17.1. An annual membership fee shall be payable to the Council in favour of the Association by every Member, the amount of which fee shall be prescribed at intervals by the Council. The amount of the annual membership fees and any other fees payable to the Association shall be prescribed from time to time by the Council by means of a resolution, and shall be payable in the manner and on the dates prescribed by the resolution.

17.2. In the exercise of its powers in terms of articles 17.1 and 18 the Council shall be entitled to differentiate, if appropriate, between the various categories, if any, of Members and between sole proprietors, partners or directors on the one hand and employees on the other hand.

17.3. Life Members and Honorary Members shall continue to enjoy all the advantages and privileges of Members, but shall not be obliged to pay any membership fees or levies or other amounts to the Association. However, the Council shall have the right to reward Council Members and/or Members for special services deserving of merit, in whatever manner the Council decides.

17.4. The Council shall be entitled to prescribe fees. Such fees shall be prescribed from time to time to the Members by means of notification.

18. **LEVIES**

The Council shall further have the right, by means of a resolution, to impose upon each Member a special levy from time to time when circumstances justify it, the amount of which levy shall be paid by the Members within three months of the date of issue of notice of the levy, with the provision that no special levy may exceed one hundred Namibia Dollars per Member in any one year.

19. **AMOUNTS IN ARREARS**

Any Member whose membership fees under article 17.1 or any levy under article 18 are unpaid for 60 days after the date on which these were payable shall cease to enjoy any rights, benefits and privileges of membership until the arrears in membership fees or levy have been paid in full. Such a Member shall furthermore be subject to the disciplinary provisions of these articles.

20. **LIABILITIES UPON TERMINATION OF MEMBERSHIP**

Any person who for any reason whatsoever ceases to be a Member shall continue to be liable after termination of membership for the payment of any amount that on the date of the termination is owed by him to the Association, or any other Member, as a result of any provision of these articles.

<p>SECTION E. ANNUAL GENERAL MEETINGS FOR MEMBERS</p>

21. **ANNUAL GENERAL MEETING**

The Association shall hold its general meetings for Members annually during, about or in any event as close as possible to November of each calendar year. The Council shall determine the date and place of this meeting, provided that no more than 15 months shall lapse between the date of one annual general meeting and that of the following, and that an annual general meeting for Members shall be held within 3 months of the end of the financial year of the Association.

22. **EXTRAORDINARY OR SPECIAL GENERAL MEETINGS FOR ORDINARY MEMBERS**

Other general, extraordinary or special general meetings for Members of the Association may be held at any time.

23. **TIME AND PLACE OF MEETINGS FOR MEMBERS**

Annual general meetings for Members and other general meetings of the Association shall be held at whatever time and place the Council decides.

24. **NOTICE OF GENERAL MEETINGS FOR MEMBERS**

The period of notice that must be given in respect of any general meeting shall be as set out in article 63 but subject to article 23. The form of notice that must be given to Members shall be determined by the President or in his absence by the Vice-President or by the Council, depending upon who convenes the said meeting.

25. **NOTICE OF RESOLUTIONS**

25.1. Any Member who desires to raise any point for discussion and/or propose any resolution at the annual general meeting shall give notice of it, to reach the Chairperson by not less than 21 days preceding that meeting. No discussion shall take place at a general meeting for Members nor any resolution be taken

concerning an issue unless notice has been given in writing and it appears on the agenda accompanying the notification of the meeting sent to Members.

- 25.2. No point of discussion on any issue shall be placed on the agenda of that meeting under “general” by a Member without the express permission of the Chairperson of the meeting and under the conditions set by the presiding official.
- 25.3. Neither failure on the part of the Council through oversight to serve notice upon any of the Members, nor the non-receipt of notification by any Member shall invalidate any resolution adopted at any such meeting.
- 25.4. The annual general meeting shall deal with and dispose of all issues including the consideration of the annual financial statements, the election of Council Members and the appointment of Accountants, and may deal with any other business duly laid before it.

26. **CHAIRPERSON**

The President of the Association or, in the event that the President is not available, the Vice-President shall chair every general meeting. In the event that neither of the aforementioned persons is available, the Ordinary Members present in person shall elect another Council Member to chair the meeting or, in the absence of a Council Member, any ordinary fully paid-up Member from their own ranks.

27. **MEETINGS**

- 27.1. The Chairperson of a meeting may with the permission of any meeting at which there is a quorum present (and shall if so requested by the meeting) adjourn the meeting from one time to another and from one place to another, but no business other than the business that was not dealt with at the aforementioned former meeting shall be dealt with at the adjourned meeting.

- 27.2. When a meeting has been adjourned, the Chairperson shall send every Member written notification on a date not later than five (5) working days after the adjournment of the meeting. This notification shall state –
- 27.2.1. the date, time and place of the adjournment of the meeting;
- 27.2.2. the matter that was under discussion at the time of the adjournment;
- 27.2.3. the reason for the adjournment.
- 27.3. Except as defined in article 27, it shall not be necessary to give any notification of an adjournment, nor of the business to be transacted at a meeting.
- 27.4. If a quorum is not present within half an hour (30 minutes) of the time set for the meeting, the meeting shall be dissolved if convened at the request of the Members. In any other eventuality it shall be adjourned to a date not earlier than seven (7) days and not later than twenty-one (21) days from the date of the meeting.
- 27.5. At this adjourned meeting, if a quorum is not present within half an hour (30 minutes) of the time set for the meeting, the Members present in person or by proxy shall form a quorum. In such an eventuality the provisions of article 27.2 shall *mutatis mutandis* be applicable.

28. **VOTING BY MEMBER**

- 28.1. At any general meeting a resolution upon which a vote is required shall be resolved by show of hands unless a poll before or on the interpretation of the result of the show of hands is desired by the chairperson of the meeting of Members or a Member. The demand for a poll may be withdrawn.
- 28.2. Every Member who has the right to vote and who is present in person, or represented by proxy, shall be entitled to one (1) vote in a show of hands. In a poll each Member present in person or by proxy shall have the right to one (1) vote.

29. **CHAIRPERSON'S RULING ON VOTING**

Unless a poll is demanded as provided in article 28.1, a declaration by the Chairperson of the meeting that a resolution has been adopted or rejected by show of hands or by the common consent of a particular majority, and accordingly recorded in the book containing the minutes of the proceedings of the Association, shall be concluded in favour of or against that resolution.

30. **VOTING**

30.1. If a poll is duly demanded, it shall be taken in whatever manner and at whatever time and place the Chairperson of the gathering stipulates, or immediately after an interval or adjournment or otherwise, and the result of the poll shall be deemed to be the resolution of the meeting at which the poll was demanded.

30.2. Scrutinizers to confirm the result of the poll shall be elected by the Members who are present. The demand for a poll shall not prevent the continuance of a meeting for transaction of any business other than the question for which the poll has been demanded. A demand for a poll on the election of scrutinisers shall not be allowed. Any poll on a question regarding meetings or the election of a Chairperson shall be taken immediately.

31. **CASTING VOTE**

In the event of an equality of votes, whether by show of hands or on a poll, the Chairperson of the meeting shall have a casting vote, in addition to the vote or votes to which he is otherwise entitled as a Member.

32. **MINUTES**

The minutes of resolutions and proceedings at general meetings entered in one of the minutes books of the Associations shall be admissible, if signed by a person proven to have been the Chairperson of the meeting to which they refer, or by any person who was present and designated by the Council Members to sign in the place of the Chairperson, or by the Chairperson of the following meeting, as evidence of the facts recorded therein.

33. **MEMBERS UNDER DISABILITY**

An Ordinary Member who is of unsound mind or in respect of whom an order has been issued by any court having jurisdiction may vote by proxy, whether the vote is by show of hands or on a poll, through the medium of his trustee, receiver, curator bonis or other person in the capacity of trustee, receiver or curator bonis.

34. **OBJECTIONS**

No objection shall be raised to any qualification of anyone entitled to vote other than at the meeting or the adjourned meeting at which the vote against which an objection has been raised, given or cast, and every vote that was not disallowed at the said meeting shall be valid for all purposes. Any objection that is made in due time shall be referred to the Chairperson of the meeting, and his decision upon it shall be final and binding.

35. **PROXIES**

35.1. The person appointed by means of proper proxy shall be the duly authorized agent of the person who has appointed him. A proxy must be an Estate Agent.

35.2. The holder of a general or special proxy given by a Member shall have the right to attend and take part in meetings.

35.3. Every notice convening a meeting of the Association shall state that a Member entitled to attend and vote has the right to appoint one proxy to be present and to vote in his place.

- 35.4. The instrument appointing a proxy and the proxy or other authorization if any, and certified copy of that proxy or authorization, shall be handed in at the office of the Secretary no less than twenty-four (24) hours before the time for holding the meeting, or the adjourned meeting at which the person named in the document intends to vote, or at whatever other place and within whatever time period the Council Members direct from time to time. If this is not done, the document appointing a proxy shall be regarded as invalid.
- 35.5. No instrument of proxy shall be accepted as valid after a period of six (6) months has lapsed, unless expressly so stated in the proxy itself, and no such proxy shall be used in an adjourned meeting unless it could have been used at the original meeting.
- 35.6. A vote cast in accordance with the terms of an instrument of proxy shall be valid despite the prior death, dissolution, deregistration or liquidation of the principal or revocation of the proxy, unless notice of the death, dissolution, deregistration, liquidation or retraction is received at the office of the Secretary prior to the meeting.
- 35.7. In so far as circumstances allow, the instrument appointing a proxy shall be in the following form:

THE ASSOCIATION OF ESTATE AGENTS OF NAMIBIA

I,.....of (address)
 being a Member of the Association of Estate Agents hereby appoint
, f (address).....,
 or in his/her absence.....,
 of
 (address)....., as my proxy to vote for and on
 behalf of me at the Annual General or Annual Meeting (as the case may be) of
 the Association, to be held on the day of
 20, and at any adjourned meeting, as follows:

 State:

IN FAVOUR OF (IFO) / AGAINST (AGST) / ABSTAIN
 FROM VOTING (AFV)
 (Indicate instructions for proxy as above)

Resolution on _____ Vote: _____

Resolution on _____ Vote: _____

Resolution on _____ Vote: _____

Signed this Day of 20

Signature:

(Footnote: a member entitled to be present and to vote is entitled to appoint a proxy to be present, to speak and to vote on a poll in his/her place. This proxy must be an estate agent and member of the Association of Estate Agents.)

35.8. The documents appointing a proxy shall be accepted as giving the right to demand a poll or to take part in such a poll.

36. MEMBERS IN GOOD STANDING

No Member, whether in person or through the medium of a proxy, shall have the right to be present or to vote on any issue at any general meeting or upon a poll, or to be reckoned in a quorum, unless:

36.1. all membership fees, levies or other amounts payable by him to the Association have been paid up to date;

36.2. any amount payable by him to any member under any of the provisions of these articles has been paid.

SECTION E

THE COUNCIL OF THE ASSOCIATION

37. ELECTION OF MEMBERS OF THE COUNCIL

- 37.1. The Council shall consist of at least six (6) and at most ten (10) natural persons as Members, who subject to article 37 shall be Ordinary Members of the Association in good standing at the time of appointment.

- 37.2. Every Member of the Association shall have the right to nominate any other Member as a Council Member, which nomination must be in writing and in the form prescribed in article 37.4. This notification must reach the Secretary no later than twenty-eight (28) days before the date set for the annual general meeting at which those Council Members may be elected.

- 37.3. A Council Member elected in terms hereof shall serve for a period of three (3) years calculated from the date of that meeting at which the Council Members have been elected, up to and including the subsequent annual general meeting at which re-election of the Council Members must take place as prescribed. The term of office of the Council Members shall be subject to article 41.

- 37.4. The document of nomination shall as closely as possible in the circumstances be in the following form or to the following effect:

I,, being an ordinary Member of Association of Estate Agents in Namibia, herewith nominate
for election to the Council at the annual general meeting of the Association, to be held
on

NOMINATOR

SECONDED

I,, being an ordinary Member of the Association of Estate Agents in Namibia, hereby accept the nomination for

election to the Council as proposed and annex hereby a brief summary of my professional background that should proof me fit to serve on the Council.

Date.....

ACCEPTOR

37.5. Despite the provisions of article 37.1, the Council once elected, shall have the right to co-opt an additional 4 (four) Ordinary Members of the Association as of Council Members; on condition that those co-opted Members have no voting rights.

38.

38.1. Despite any provision contained in these articles, not more than one person who is in any way connected with a sole estate agency or employing estate agency shall be nominated to become a Council Member. Should more than one employee or person connected with the same estate agency (employing estate agency) be nominated, only one of those persons nominated shall be eligible for election.

38.2. In the event that such plural nominations are received, the meeting shall, despite the provisions of article 37.3, offer the opportunity for further nominations to be made from the members present in person.

39. **CASUAL VACANCIES**

39.1. Any casual vacancies that arise in the ranks of Council Members through the resignation of Council Members, death of a Council Member or whatever the reason, shall be filled by the remaining Council Members, by nominating Members of the Association for that purpose, and through approval by Council of those nominations, appointing such person/s as Council Members.

39.2. In spite of a casual vacancy in their ranks, the remaining Council Members may proceed to convene a general meeting of the Association and to deal with issues of urgent nature but for no other purpose, provided that sufficient Council Members remain to form a quorum in terms of article 40, failing which

the remaining Council Members may take steps to increase the ranks of the Council Members to the requisite number.

40. **QUORUM**

Despite any directive to the contrary in these articles, a quorum at any Council meeting shall consist of five (5) Council Members. Any and all resolutions adopted at such a meeting shall be as binding upon the Council as if all the Council Members had been present during the adoption of the resolution.

41. **TERM OF OFFICE OF MEMBERS OF COUNCIL**

41.1. The term of office of a Council Member shall be three (3) years, commencing of the date of election in terms of article 37.2 and terminating on the date of the following annual general meeting of the same kind in the third year thereafter. Any person appointed to fill a casual vacancy in terms of article 37 shall retain his office for the remaining term of office of the Council Member whom he has replaced. The term of office of all Associated Members of the Council shall be one (1) year and shall terminate at each annual general meeting.

41.2. Despite any directive to the contrary in these articles, the term of office of all Council Members shall expire on the same date, whether or not a Member has filled a casual vacancy and therefore served a shorter period than three (3) years.

41.3. The terms of office of the Council Members shall therefore not overlap.

42. **RE-ELECTION OF MEMBERS OF THE COUNCIL**

Council Members, with the exception of Associated Members who resign at the end of their term of office shall be eligible for re-election as Council Members.

43. **MEMBERS OF THE COUNCIL WHO ENTER INTO A CONTRACT WITH THE COUNCIL**

43.1. A Council Member shall be entitled as a Council Member to vote in respect of any contract or arrangement with the Association in which he has an interest, and should he so vote, his vote shall be counted. Without restricting the generality of anything contained in these articles, a Council Member shall, regardless of his interest, be allowed to vote on:

43.1.1. any arrangement for granting that Council Member any security or indemnification in respect of money lent by him to or commitments undertaken by him/her on behalf of the Association; or

43.1.2. any arrangement for the Association to grant any security to a third party in respect of a debt or commitment of the Association for which the of the Council Member himself has assumed responsibility in whole or in part by virtue of a guarantee or indemnification or by the deposit of a security; or

43.1.3. any contract or arrangement with another company in which he has an interest solely as an officer of the company

43.2. A Council Member may, irrespective of his interest, be counted in a quorum present at any meeting at which he or any other Council Member is appointed to any such office or place of profit under the Association, or at which the terms of any such appointment are arranged, and he may vote on any such appointment or arrangement, excluding his own appointment or the arrangement of its terms.

43.3. A Council Member may, irrespective of his interest, be counted in a quorum present at any meeting at which he or any other Council Member is appointed to any such office or place of profit under the Association, or at which the terms of any such appointment are arranged, and he may vote on any such

appointment or arrangement, excluding his own appointment or the arrangement of its terms.

44. TERMINATION OF OFFICE OF A MEMBER OF THE COUNCIL

44.1. The office of a Council Member shall *ipso facto* be dissolved should the Member of the Council:

44.1.1. incur any penalty in terms of article 12.7, the imposition of which has not been appealed against or that is upheld in the event of an appeal;

44.1.2. fail to attend two consecutive meetings of the Council without obtaining from the Council advance leave of absence, or without sending to the Chairperson within a reasonable time an explanation that the Council accepts as a valid and complete reason for his/her absence from those meetings

44.1.3. be sequestered by order of court or be involved in any arrangements or composition with his creditors in general;

44.1.4. become of unsound mind;

44.1.5. resign his office by notice in writing to the Association;

44.1.6. be requested in writing by all his fellow Council Members to resign;

44.1.7. cease to be a Member of the Association; and

44.1.8. cease to be in possession of a valid fidelity fund certificate.

45. REMOVAL FROM OFFICE OF A MEMBER OF THE COUNCIL

By a special resolution of which notice is given, the Association may relieve any Council Member of his office before the end of his term of office, notwithstanding any directives in these articles or any arrangement between the Association and the said Council Member. Such a removal from office shall be without prejudice to any claim

that the said Council Member may have between him and the Association for restitution of damages for breach of contract for services.

46. **REMUNERATION OF MEMBERS OF THE COUNCIL**

A Council Member may hold any office or place of profit in the Association (other than the office of auditor), together with his office as Council Member, for whatever period and on whatever conditions of payment or otherwise a quorum of disinterested Council Members determines. No Council Member or prospective Council Member shall be disqualified by his office as Council Member from contracting with the Association, whether in connection with his property or any other such office or place of profit or as purchaser, seller or otherwise. Nor shall any such contract or any contract or agreement entered into by or on behalf of the Association, in which any Council Member has an interest of any kind, be invalidated, nor shall any Council Member who has so contracted or has such an interest be liable to account for that contract or arrangement resulting from the fact that the said Council Member holds that office or that of a fiduciary through association therewith.

47. **PROCEEDINGS OF THE COUNCIL**

47.1. The Council Members may meet for the dispatch of business, adjourn and otherwise organize their meetings as they see fit. The serving President, or if he is not available, the Vice-President shall chair all meetings of the Council.

47.2. Questions arising at any meeting shall be resolved by means of majority vote. In the event of an equality of votes, the Chairperson of the meeting shall have a second and casting vote.

47.3. Any two Council Members may convene a meeting of the Council at any time. The two Council Members who convene such a meeting shall be responsible for notifying the other Council Members of that meeting. It shall not be necessary to give notice of a meeting of the Council to any Council Member who is out of the Republic of Namibia on that date.

- 47.4. Regardless of a later discovery of one or other defect in the appointment to or continuance in office of any Council Member or person acting in that capacity, or the discovery that they or any one of them was disqualified or had relinquished his office and therefore had no right to vote, all business conducted at any meeting the Council Members or by a committee of the Council shall remain as valid as if each of those persons was properly appointed or properly
- 47.5. A resolution in writing signed by all the Council Members who are in the Republic of Namibia on that date and the number of whom is no fewer than that required to form a quorum, and which is entered in the minutes book of the Council, shall be as valid and effectual as if it had been made at a properly convened and conducted meeting of the Council Members. A resolution may consist of a number of documents, each signed by one or more of the Council Members.
- 47.6. A written resolution signed by the serving President or in his absence by the serving Vice-President of the Association, and that is a resolution authorizing legal proceedings, whether for defense against legal proceedings against the Association, or for instituting proceedings to enforce return of certificates of membership by former Members after they have ceased to be Members, shall be as valid and effectual as if it had been made by a properly convened and conducted meeting of the Council Members.

48. **POWERS OF THE COUNCIL**

- 48.1. The business of the Association shall be managed by the Council, and the Council may exercise all those powers of the Association that these articles require to be exercised by the Association in general meetings, subject however to these articles and any resolution adopted from time to time by the Association at its general meeting, but no such resolution shall invalidate any previous business of the Council if that business would have been valid had that resolution not been adopted.

48.2. Without restricting the generality of anything contained in these articles, the Council shall have the express authority to buy, sell, donate or accept as a donation any immovable property, or to perform any other legal business concerning property, as well as to pass bonds on properties or to lend out moneys.

49. **THE AUTHORITY OF THE COUNCIL TO MAKE AND INTERPRET REGULATIONS**

49.1. The Council shall have the authority to make and bring into force regulations from time to time, for the purpose of amplifying in detail the procedures that must be followed in the operation of the Association in terms of these articles, which regulations when they come into force shall be as binding and applicable to all Members and sub-committees as if they had been incorporated in these articles in the first place.

49.2. Any regulation brought into force from time to time may be added to, amended, withdrawn or cancelled by means of a resolution of the Council at its sole discretion, except that any steps taken concerning and in pursuance of those regulations while they are still in force may not be invalidated or cancelled by subsequent amendment of those regulations.

49.3. Any regulations made in terms of these articles shall be made known to the various sub-committees from time to time, in any manner the Council may deem fit to ensure compliance with them.

49.4. The Council shall have sole authority for the interpretation of these articles and the regulations. The decision of the Council on any matter concerning the Council and for which no prior provision has been made in these articles or regulations shall be final and binding upon the Association and its Members.

50. **OTHER DELEGATED POWERS**

50.1. From time to time the Council may make provision for the management and transaction of the affairs of the Association at any particular place and in any

way it sees fit. The provision contained hereafter shall be without prejudice to the general powers conferred by these articles.

- 50.2. From time to time and at any place, the Council may establish local boards or agencies for the management of any affairs of the Association, and may appoint any persons as members of such local councils, or as managers or agents, and may fix their remuneration. From time to time and at any time, the Council may delegate to any person thus appointed any of the powers, authorities and discretions that the Council has for the period in question, together with authority to delegate further.
- 50.3. For the period in question the Council may empower the members of those local councils or any of them to fill any vacancies on them and to take action regarding casual vacancies. Any such appointment or delegation may be made on whatever terms and subject to whatever conditions the Council sees fit, and the Council may at any time dismiss any person so appointed and declare the said delegation null and void or amended.
- 50.4. The Council may delegate any of its powers to committees consisting of such person or persons, whether Council Members or not, as the Council determine from time to time.
- 50.5. Without restricting the generality of anything contained in these articles, the Council may appoint the following specialized committees, the composition of which shall be determined by the Council from time to time.
 - 50.5.1. a financial and administration committee;
 - 50.5.2. a continuous development committee;
 - 50.5.3. a membership committee;
 - 50.5.4. a residential property committee;
 - 50.5.5. a commercial and industrial property committee;

50.5.6. an agricultural property committee;

50.5.7. a property administration committee;

50.5.8. a property auctioneering committee;

50.5.9. or any such other committee as the Council deems fit.

50.6. Any committee formed in terms of article 50.5 shall in the exercise of the powers thus delegated comply with any regulations stipulated by the Council. Other than as previously stated, the meetings and proceedings of a committee consisting of more than one Member shall *mutatis mutandis* be governed by the provisions of these articles that regulate the proceedings and meetings of the Council Members.

50.7. The Chairperson of any committee other than the specialized committees appointed in terms of Article 50.5 shall be appointed from time to time by the President.

50.8. From time to time and at any time, for such a period and subject to such conditions as it sees fit, the Council may appoint by means of power of attorney a firm or person or body of persons, whether nominated directly or indirectly by the Council, to be the attorney and agent of the Association for such a purpose and with such powers, authorities and discretions (that do not violate that Act concerning these articles invested in the Council or exercisable by the Council) and any such power of attorney may include whatever provisions the Council considers fit for the protection and comfort of the persons who deal with the said attorney. It may also empower that attorney to delegate all or any of the powers, authorities and discretions invested in him.

51. **THE TARIFF**

51.1. The Association makes the following recommendations regarding tariffs for professional fees and commissions applicable to Estate Agents in general and in particular for Members.

51.2. In order to:

51.2.1. stay within the parameters of the Competition Act (2 of 2003), (To safeguard and promote competition in the Namibian real estate market); and to

51.2.2. adhere to clauses 2 (*General duty to protect the public's interest*), 5 (*General duty not to make misrepresentations, false statements or to use harmful marketing techniques*), 8 (*Remuneration*) of the Estate Agents code of conduct, and

51.2.3. adhere to the general duty not to make misrepresentations regarding the reasonable market value of a property.

51.3. The following specialized committees, as appointed by the Council, shall be responsible to set a maximum tariff for professional fees and commissions applicable in the appropriate category:

51.3.1. the residential property committee;

51.3.2. the commercial and industrial property committee;

51.3.3. the agricultural property committee;

51.3.4. the property auctioneering committee.

51.4. The Council shall not be entitled to alter any provision of the recommendation on the tariff at any given time.

52. **PENSION SCHEMES AND SIMILAR ARRANGEMENTS**

52.1. The Council may introduce or organize any contributory or non-contributory pension scheme for the benefit of any Member or person who is or was in the service of the Association, or any person who is or was a Council Member or other official of the Association or who at the time of resignation from the

Association is performing or performed services for which he received remuneration, and for the widow, family or dependants of that person. The Council may pay a gratuity, pension or emolument to any of the abovementioned persons.

- 52.2. The Council may subscribe to any association or fund that it considers advantageous to any Member or any person as aforementioned, and may make payments for and to any hospital or scholastic expenses or any insurance of any such person, provided that any Council Member who performs a service for which he receives any form of recompense shall have the right to retain any benefit he receives from it, subject only to proper notification to Members and the approval of the Association at general meetings.
- 52.3. The Council may in any manner and at any time it considers appropriate, introduce any medical aid or similar scheme for the benefit of Members, the employees of the Association and the family and employees of such Members.
- 52.4. The Council may introduce or cause to be introduced accident and indemnity insurance schemes for the benefit of Members and their employees, on whatever terms and conditions it decides, and contribute financially.
- 52.5. From time to time the Council shall have the right to determine by means of resolution that as from a given date no person will be admitted to any specific category of membership of the Association unless he joins any or all of the schemes contemplated in this article.

53. **MINUTES OF THE COUNCIL**

- 53.1. The Council shall ensure that in books provided for that purpose minutes are recorded:

- 53.1.1. of all appointments of officers made by the Council;

- 53.1.2. of the names of the Council Members and of any committee of the Council present at each meeting;
- 53.1.3. of all resolutions and proceedings at all meetings of the Association, the Council and committees of the Council.
- 53.2. Every Council Member present at any meeting of the Council or committee of the Council shall sign his name in a book kept for that purpose.
- 53.3. Any minute that has been signed by the Chairperson of that meeting, or by the Chairperson of the subsequent meeting of the same body, shall be sufficient evidence of the facts contained in it, requiring no further proof.
- 53.4. The minutes of every general meeting and annual general meeting of the Association may be examined and copies made of it.

54. **REGISTER OF MEMBERS**

- 54.1. The Council shall be obliged to keep at the Office the Register in which shall be recorded:
 - 54.1.1. The names and addresses of the Members;
 - 54.1.2. the date on which the name of any person is entered in the Register as a Member for the first time;
 - 54.1.3. the date on which any person has ceased to be a Member;
 - 54.1.4. the category of membership in which the Member belongs.
 - 54.1.5. The Register shall remain open for inspection by the public, other Members or by the Board.

SECTION F ELECTION OF PRESIDENT AND VICE-PRESIDENT

55. **PRESIDENT**

55.1. The President of the Association shall remain in his/her office for a period of one (1) year, which for the purposes of this article shall designate the period from each annual general meeting of the Association to the subsequent such annual general meeting in the following year.

55.2. The President shall be elected to that office by a majority of the Council Members present at the first meeting of the Council of the Association that follows upon the said annual general meeting of the Association. The said first meeting of the Council can be held solely for the purpose of election of office holders during or immediately after the annual general meeting of the Association. The minutes of such a Members meeting may be incorporated as part of the minutes of the said yearly meeting. Nomination of office-bearers shall be made at the aforementioned meeting of the Council, and each nomination shall require a proposer and seconder. If so requested by any Council Member at this stage, voting for these positions shall be by secret ballot. The outgoing President shall be eligible for re-election and shall serve in the office of President for as many consecutive terms as the Council wishes.

56. **VICE-PRESIDENT**

56.1. The Vice-President of the Association shall remain in office for a period of one (1) year as defined in 55.1 above. The Vice-President shall be a Council Member, excluding the President, and elected by a majority of the Council Members at the same meeting as that at which the President is elected. The procedures for this election shall *mutatis mutandis* be as defined in article 55.2.

56.2. The outgoing Vice-President shall be eligible for re-election and shall serve in the office of Vice-President for as many consecutive terms as the Council wishes.

57. **CASUAL VACANCIES**

Should an office-bearer elected in terms of articles 55 or 56 not complete the full term of office defined by the applicable article, the vacancy shall be filled at the subsequent meeting of the Council by election by a majority of the Council Members present *mutatis mutandis* in accordance with the procedures defined in the applicable article. Any person so elected shall remain in his office for whatever part of the term of office remains to the office-bearer whom he has replaced.

SECTION G GENERAL ADMINISTRATIVE PROVISIONS
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58. **QUORUM: ANNUAL GENERAL MEETING OF MEMBERS (MEMBERS' MEETING)**

Twenty per cent (20 %) of the total number of Ordinary, Life and Honorary Members in the Register and personally present or represented by means of proxy at the commencement or any general meeting shall be a quorum. No business shall be done at any general meeting of the Association unless the requisite quorum is present at the commencement of the meeting.

59. **STAMP**

59.1. The Association may provide itself with a general stamp on which its name shall be inscribed in legible script.

59.2. The general stamp of the Association shall not be affixed to any instrument other than is authorised by means of a resolution by the Council or a committee of the Council and in the presence of at least one Council Member and of the Chairperson or whichever other person the Council may appoint for the purpose. That Council Member and the Chairperson or other person as aforementioned shall sign every instrument to which the stamp of the Association has been affixed in their presence.

60. **ACCOUNTING/RECORD KEEPING: RECORDS OF THE ASSOCIATION**

60.1. The Council shall see that accounting records are kept. Proper accounting records shall not be deemed to be kept if such records are not kept as are necessary to reflect the position of the affairs and business of the Association and to clarify the transactions and financial position of the business of the Association. The accounting records shall be kept at the Office or whatever other place or places the Council Members deem necessary, and shall at all times be open for inspection by the Council Members.

60.2. From time to time the Council shall determine to what extent, time and places at which, the conditions under which and regulations governing how the accounting records of the Association or any of them that are open for inspection by Members shall be available. No Member (who is not a Member of the Council) shall have the right to inspect any account or book or document of the Association unless permitted by legislation or authorized by the Council of the Association at its annual meeting.

60.3. All Members shall have the right to require or receive any information regarding the business activities of persons who transact with the Association, or any trade secret or secret process of or used by the Association.

61. **ANNUAL FINANCIAL STATEMENT**

61.1. From time to time the Council shall cause to be drawn up such annual financial statements as are required and cause them to lie open for inspection before the Association at a general meeting.

61.2. At the express request of a Member, a copy of the annual financial statements shall be made available to every Member at least twenty-one (21) days before the annual general meeting of the Association.

62. **AUDIT**

An auditor may be appointed at the express request of a Member (or any other person) to conduct an audit of the affairs of the Association and such audit shall be performed at the expense of the Member (or person) requesting such audit.

63. **NOTICES**

63.1. A notice may be given by the Council to any Member, whether in person or by post or by sending it to his registered address or, if he has no registered address within the Republic of Namibia, to the last known address, if any, within the Republic of Namibia provided by him to the Association for the delivery of notices.

63.2. When a notice has been sent by post, service of that notice shall be deemed to have been effected by properly addressing, preparing and posting a letter containing the notice, and, in the case of a notice of a meeting, to have been effected when seven (7) days have lapsed after the letter containing the notice has been posted, and in any other case, lapse of the period in which the letter could reasonably be expected to have been delivered in the normal course of post.

63.3. Notice of every general meeting shall be given in the manner authorized above to:

63.3.1. every Member except those Members who have no registered address within the Republic of Namibia and have not provided an address within the Republic of Namibia for the delivery of notices;

63.3.2. the Accountants at that stage.

No other person shall be entitled to receive notice of general meetings.

- 63.4. An annual general meeting and a meeting called for adoption of a special resolution shall be called with no less than twenty-one (21) days' written notice. Any other general meeting shall be called with no fewer than fourteen (14) days' written notice.
- 63.5. The notice shall state the day on which it is served or is deemed to be served, as well as the day for which it is given. It must state the day and hour of the meeting and, in the case of special business, the general nature of that business. It must be served on those persons who in terms of these articles have the right to receive such notification from the Association, in the manner prescribed herein or in whatever other manner, if any, the Association determines at a general meeting, and must be served upon the Accountant, with the provision that a meeting of the Association, regardless of the fact that it has been convened on shorter notification than is stipulated in this constitution, shall be deemed to have been properly convened if this is approved by a majority of the members who have the right to attend and vote at it, which majority shall be not less than seventy-five per cent (75 %) of the total number of Members with the right to vote.
- 63.6. The accidental failure to serve notice of a meeting or the non-receipt of notice of a meeting by any person who has the right to receive notification shall not invalidate the proceedings of that meeting.
- 63.7. The signature on any notice served by the Association may be affixed in writing, print, lithographically or by rubber or other type of stamp.

64. **INDEMNITY AND RESPONSIBILITY**

- 64.1. Every Council Member, Secretary or other official or officer of the Association shall be indemnified by the Association against liability. It shall be the duty of the Council to pay from funds of the Association for all costs, losses and expenditure that any such official or officer may incur or be liable for as a result of any contract entered into or any transaction or action undertaken by him as such official or officer, or incurred in any manner in the discharge of his duties, including travel expenses.

64.2. No Council Member, Secretary or other official or officer of the Association shall be answerable for the transactions, neglects or defaults of any other Council Member or official or officer, or for joining in any receipt or other act of nonconformity, nor for loss or expenses by or of the Association as a result of the insufficiency or deficiency of title to any property acquired by order of the Council for or on behalf of the Association, nor for the insufficiency or deficiency of any security in or upon which any of the monies of the Council shall be invested, or for any loss or damages arising from bankruptcy, insolvency or unlawful act of any person with whom any monies, securities or effects shall be deposited, nor for any loss or damage resulting from faulty judgment or oversight on his part, nor for any loss, damage or misfortune resulting from or in connection with the execution of his duties, unless it results from his own dishonesty.

64.3. Every Council Member, Secretary, and other official or officer of the Association, and any person to whom work as accountant has been supplied by the Association shall be indemnified by the Association against all liability incurred by him as such Council Member, Secretary, official, officer or Accountant connected with the defense of any proceedings, whether civil or criminal, in which judgment is given in his favour, or in which he is acquitted, or in respect of any proceedings that are abandoned, or in connection with any application in which assistance is given him by any court.

65. **AMENDMENTS TO THE CONSTITUTION AND DISSOLUTION**

65.1. The terms of this constitution may be amended, the name of the Association may be changed and the Association may be dissolved by special resolution of 51% of the members: provided that proper notice of the meeting is given not less than twenty one (21) days prior to the date of the meeting and such notice states the nature of the special resolution to be proposed.

65.2. The Association will upon its winding-up or liquidation be obliged to give or transfer its assets remaining after the satisfaction of its liabilities to some other Association with objects similar to those of the aforesaid Association.

66. **GENERAL RESOLUTION**

Notwithstanding any stipulations to the contrary, in this constitution and these articles of the Association reference to the “General Secretary” shall be deemed to be a reference to the Chairperson.

67. **ACCEPTED AND RATIFIED BY THE MEMBERS OF THE ASSOCIATION AT THE ANNUAL GENERAL MEETING HELD AT WINDHOEK ON 8 APRIL 2011.**