



**Association of Construction Health and Safety Management**

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**THE ASSOCIATION OF CONSTRUCTION HEALTH  
AND SAFETY MANAGEMENT  
(ACHASM)**

**CONSTITUTION**

Revision 10; As at 03 November 2017



# Association of Construction Health and Safety Management

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# Association of Construction Health and Safety Management

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## 1. INTRODUCTION

The Association for Construction Health and Safety Management (ACHASM) is a registered non-profit company and a recognized SACPCMP Voluntary Association (VA), established to provide all those working in the Construction Health and Safety (CHS) field with an advisory and representative body.

ACHASM is committed to promoting the professional interest of CHS Practitioners within the Built Environment, in terms of the Construction Regulations (2014).

## 2. INTERPRETATION

In this Constitution the following words and expressions shall have the meanings set out below:

### **"Association"**

Means The Association for Construction Health and Safety Management (ACHASM);

### **"Chairperson"**

Means the Chairperson appointed in terms of Clause 15 of this Constitution (or, where the context so permits and there is no Chairperson of the Association for the time being, the Association's acting Chairperson);

### **"Clear days"**

Means, in relation to the period of a notice, that period excluding the day when the notice is given or deemed to be given and the day for which the notice is given or on which the notice is to take effect;

### **"Client"**

Means any person for whom construction work is performed

### **"C.P.D."**

Means Continuing Professional Development;

### **"Code of Conduct"**

Means the Code of Conduct of the Association as amended from time to time;

### **"Code of Conduct Committee"**

Means the Code of Conduct Committee of the Association (disciplinary committee) constituted in terms of Clause 9 of this Constitution;

### **"SACPCMP"**

South African Council of Project and Construction Management Professions.



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## **"Construction Health and Safety Practitioner" (CHS)**

Means a person involved in the business of delivering services relating to construction health and safety, either as a construction H&S officer (CHSO) or construction H&S agent (CHSA) as contemplated in the Construction Regulations, or as construction H&S manager (CHSM) as contemplated by the SACPCMP. These categories will be seen as:

- a) Client appointed professional construction H&S agent (Pr.CHSA)
- b) Construction H&S manager (CHSM)
- c) Construction H&S officer (CHSO)

## **"Corporate Member"**

Means the membership of an organisation to the Association, where the principle of that organisation is obliged to be an individual categorized member in their own right. The organisation shall have the necessary competencies and resources as determined by the Association from time to time.

## **"Executive Committee"**

Means the Executive Committee of the Association constituted in terms of Clause 11 of this Constitution;

## **"Member"**

Means a fully paid practicing or non-practicing CHS Practitioner (individual) or a Corporate Member of the Association;

The following expressions shall be read as if the words "of the Association" were inserted thereafter:

General Meeting	Directory and Register of Members
Corporate Member	Membership
Individual Member	

## **"Region"**

Means such region as may be specified and determined by the Executive Committee from time to time, and "Regions" shall be construed accordingly.

## **"Regional Chapter"**

Means a Regional Committee of the Association constituted in terms of Clause 13 of this Constitution.



## 3. OBJECTIVES

Maintain a close working relationship with the SACPCMP in an effort to promote the professional interest of Construction Health & Safety Practitioners within the Built Environment, in terms of the Construction Regulations (2014);

Promote and assist registration with the SACPCMP amongst its members, recommend to the construction industry community to promote registration of its employees;

Formulate requirements for training, knowledge, experience and continuous professional development (CPD) for members of the Association;

Encourage members to continually develop their skills through participation and attendance at CPD courses and seminars;

Encourage research and education into matters affecting health and safety in the construction industry, publish guidance notes and case studies on this;

Act for members in discussions with the Department of Labour and Government on all matters pertaining to the duties and responsibilities of SACPCMP registered CHS Practitioners, and their respective Candidate routes

Promote the services and skills of the registered members to clients and the public and to continue to improve the health and safety record of the construction industry;

Disseminate construction health & safety related information to the Association's members; field queries relating the construction health & safety and assist with incident investigations

Promote ethical practises and hold members to account where such standards are not being met.

## 4. MEMBERSHIP

ACHASM is committed to the promotion and regulation of the registered CHS Professionals within the Republic of South Africa. Members of the Association will be expected to exercise reasonable skill, care and diligence in their professional and association activities.

Members of the Association may engage in any activity whether as a proprietor, director, principal, manager, or salaried employee of, or as a consultant to, anybody or in any other capacity provided that their conduct and activities comply with the principles of the Code of Conduct for members of the Association and the Constitution of the Association.



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ACHASM will have the following Individual categories of Membership: Full, Affiliate and Associate

## **FULL MEMBER:**

Registered with the SACPCMP in their respective Category:

<u>ACHASM</u>	<u>SACPCMP</u>
CHS Professional	Pr.CHSA
CHS Management Practitioner	CHSM
CHS Practitioner	CHSO
Candidate	Candidate

## **AFFILIATE MEMBER:**

Granted to persons who have applied to the SACPCMP but who have not yet completed their Registration process.

## **ASSOCIATE MEMBER:**

Granted to persons in the Built environment who subscribe to the aims and objectives of the Association.

## **CORPORATE MEMBER:**

Corporate membership is available to any organisation that subscribes to the aims and objectives of the Association.

### **4.1. Individual Membership**

- 4.1.1 An Individual Member shall be a person who in the opinion of the Executive Committee is properly qualified to be admitted to membership of the Association as an Individual Member, having first produced evidence satisfactory to the Executive Committee that such individual complies with the Association's competency requirements which will be in alignment with the representative Council, namely the SACPCMP.
- 4.1.2 Specific competencies will have to be proven before such Individual Member will be eligible to practice in a specific specialist category. These competency levels will be developed in conjunction with and are contingent on the promulgation of the Construction Regulation, SACPCMP, and ACHASM.
- 4.1.3 Each Member shall be entered in the Directory and Register of Members according to class of membership.
- 4.1.4 Members and office-bearers shall not become liable for any obligations and liabilities of the Association solely by virtue of their various roles.
- 4.1.5 Each Individual Member shall be entitled to receive notice of and to attend and



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contribute at each general meeting and shall be entitled to one vote on any resolution at any general meeting or on any written resolution of the Association.

4.1.6 Each Individual Member shall be required to pay to the Association such annual subscription as the Executive Committee shall stipulate from time to time for payment by Individual Members. All fees decisions will be made at the discretion of the Committee whose decision will be final.

4.1.7 Individual Members shall be entitled to affix the letters ACHASM after their names.

### 4.2. Corporate Membership

4.2.1 Partnerships, companies, local authorities, associations, individuals and other legal entities offering CHS and other construction related services may be admitted by the Executive Committee to corporate membership of the Association.

4.2.2 All CHS Practitioners employed by the Corporate Member shall be registered with the Association as Individual Members after individual assessments of their competence.

4.2.3 There shall be noted in the Directory and Register of Members against the name of each Corporate Member:

- The principal office of that Corporate Member;
- The name or names of the Individual Member(s) who is/are responsible for the principal office of that Corporate Member and such branch offices or associate offices of that Corporate Member as that Corporate Member may agree with the Association; and as an Ordinary Member of the Association;
- A brief note of the disciplines and services that are provided by that Corporate Member at their principal office and at such branch offices and associate offices of that Corporate Member as that Corporate Member may agree with the Association;

4.2.4 Corporate Members shall be entitled to receive notice of and to attend and contribute at each general meeting, but shall not be entitled to vote at any general meeting or on any resolution of the Association (provided that a Corporate Member who is also an Individual Member shall not be precluded by this provision from exercising the right which that Individual Member has in terms of Clause 4.1.5 above to one vote at any general meeting or on any written resolution of the Association).

4.2.5 Each Corporate Member shall be required to pay to the Association such annual subscription and such annual fee as the Executive Committee shall stipulate from time to time for payment by Corporate Members.



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## 4.3. Applications for Membership

- 4.3.1 An application for membership of the Association shall be made on a form approved by the Executive Committee. The application form with the appropriate application fee/administration fee as fixed by the Executive Committee from time to time shall be submitted to the Association, with the application.
- 4.3.2 When an application is approved and accepted by the Executive Committee, the Association shall promptly advise the applicant and the Association shall, on payment of the applicant's first annual subscription to the Association, issue the categorised certificate of membership and enter the applicant's name in the Directory and Register of Members.
- 4.3.3 If an application for membership of the Association is not accepted, the Association shall promptly advise the applicant accordingly. The Association must notify any applicant for membership of the Association of the reasons why that applicant's application for membership of the Association has not been accepted. The Association need not reimburse any application administration fee even though the application for membership of the Association is not accepted.

## 4.4. Annual Renewal

- 4.4.1 Each Individual Member must satisfy the Executive Committee on an annual basis that the Member has undertaken such attendance and hours of C.P.D. in the preceding year as shall be determined by the Executive Committee from time to time.
- 4.4.2 An Individual Member (who practices as a CHS Practitioner as an employee of one or more Individual Members, or Corporate Members) and Corporate Members are required to confirm to the Executive Committee annually that they hold current professional indemnity and All Risk insurance as required by Clause 8 below, and the Executive Committee shall be entitled to require evidence of the level and amount of the insurance cover and that the insurance cover is valid and current.
- 4.4.3 The annual requirements of Clauses 4.4.1 and 4.4.2 above shall apply in respect of any Member by reference to the anniversary of the date on which that Member was admitted (or re-admitted) as a Member of the Association.

## 4.5. Termination of Membership

- 4.5.1 The Executive Committee, or a Sub-Committee, shall be entitled to remove a Member's name from the Directory and Register of Members should a subscription,



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fee, surcharge or other sum payable to the Association by that Member be outstanding for a period of 60 days or more from the due date for payment thereof to the Association

- 4.5.2 The Executive Committee, or a Sub-Committee shall be entitled to remove a Member's name from the Directory and Register of Members should the Member fail to comply with the requirements of Clause 4.4.1 and/or Clause 4.4.2 above.
- 4.5.3 The Executive Committee shall remove a Member's name from the Directory and Register of Members on receipt by the Association of evidence of the Member's death.
- 4.5.4 A Member may resign from the Association by giving written notice to the Chairperson of the Member's resignation, and the resignation shall take effect as at the date of the receipt of such notice by the Chairperson or at such later date as may be specified in such notice.
- 4.5.5 No refund of any subscription or fees or any part thereof shall be made to any Member of the Association on resigning as, or ceasing for any other reason to be, a Member.
- 4.5.6 A Member may be expelled from membership of the Association in terms of Clause 9 below.
- 4.5.7 A Member shall cease to be a Member on the removal of that Member's name from the Directory and Register of Members.
- 4.5.8 The rights and privileges of a Member are personal to that Member and shall not be transferable or transmissible by any means.

### 4.6. Re-admittance

- 4.6.1 Any person whose name has been removed from the Directory and Register of Members pursuant to Clause 4.5 above and who has accordingly ceased to be a Member may apply for re-admittance to membership subject to the payment of such arrears, re-admittance fees and amounts in full as shall be determined by the Executive Committee.
- 4.6.2 Any person seeking re-admittance to membership as an Individual Member must demonstrate that an appropriate programme of C.P.D. has been maintained in accordance with Clause 4.4.1 above and must satisfy, if applicable, the terms of Clause 4.4.2 above.



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## **5. DIRECTORY AND REGISTER OF MEMBERS**

- 5.1. The Association shall keep a Directory and Register of Members setting out the full names, titles and addresses of the Members and other such particulars as is considered necessary by the Executive Committee;
- 5.2. The Directory of Members shall be maintained on the Association's website, which is a public domain.

## **6. RETURN OF MEMBERSHIP CERTIFICATES**

Upon resignation, expulsion or suspension of a Member from membership of the Association, such Member shall return to the Association that Member's membership certificate, and all rights and privileges and distinctive titles of the Association shall cease to be used by such Member.

## **7. SUBSCRIPTIONS AND FEES**

- 7.1. The annual subscription payable to the Association for each category of membership shall be an amount or at such rate or according to such scale as may be fixed by the Executive Committee from time to time. All fees decisions will be made at the discretion of the Committee whose decision will be final.
- 7.2. The Executive Committee shall be entitled, in its sole discretion, to reduce, or waive the payment of, any annual subscription or arrears of annual subscription and/or any surcharge.
- 7.3. A subscription payment notice shall be issued to each Member one month in advance of the renewal subscription falling due for payment by that Member to the Association. Should any Member delay in making payment of the annual subscription beyond a period of 30 days from the due date of payment a surcharge as may be fixed by the Executive Committee from time to time will be payable by that Member to the Association.
- 7.4. A Member whose subscription to the Association is more than 90 days in arrears shall not be entitled to receive newsletters, notices or other publications from the Association or to receive notice of, or to attend, contribute or vote at, any general meeting or to receive notice of, or to vote on, any resolution of the Association.



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## **8. MANDATORY PROFESSIONAL INDEMNITY INSURANCE AND ALL-RISK INSURANCE**

- 8.1. A Member offering services as a CHS Practitioner is required to carry professional indemnity insurance at a level compatible with the scale of such services.
- 8.2. The professional indemnity insurance cover shall be on an each and every claims basis or on such basis as may be approved by the Executive Committee and shall provide cover for legal defense costs with the policy, or the policies, to be taken from an insurance company approved by the Department of Trade and Industry.
- 8.3. A Member operating as a CHS Practitioner is also required to carry run off insurance cover for a period of five years following retirement or ceasing to practice as a Construction OHS Practitioner provided that such insurance can be obtained and be secured at reasonable terms.
- 8.4. A Member offering services as a CHS Practitioner is required to carry All Risk Insurance at a level compatible with the scale of such services.
- 8.5. The All Risk Insurance cover shall be on an each and every claims basis or on such basis as may be approved by the Executive Committee and shall provide cover for legal defense costs with the policy, or the policies, to be taken from an insurance company approved by the Department of Trade and Industry.

## **9. CONDUCT AND DISCIPLINARY PROCEDURES**

- 9.1. Any Member who fails to comply with the Code of Conduct may be subject to disciplinary action;
- 9.2. Any complaint received by the Association, from whatever source, concerning the conduct of a Member must be made in writing to the Chairperson. The Association will acknowledge receipt of the complaint, notify the Member that the complaint has been received and refer the complaint to the Code of Conduct Committee for initial investigation;
- 9.3. The Code of Conduct Committee, which is empowered to demand further information and interview involved persons, will consider a complaint only in relation to whether the Member has failed to comply with the Code of Conduct of The Association. The Association cannot make decisions regarding industry and other related matters and will only decide whether:
  - As a result of the complaint or otherwise, the Member should be liable to disciplinary action;



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- There is sufficient evidence to justify a hearing; and
  - Disciplinary proceedings should be brought or other action taken
- 9.4. If it is decided that there is no case to answer, both the complainant and Member concerned will be notified accordingly in writing.
- 9.5. If the Code of Conduct Committee decides that there are prima facie grounds to justify the complaint, which will be at the discretion of the Committee, but will be based on the factual evidence of case. The matter will be heard by a Disciplinary Committee appointed by the Executive Committee.
- 9.6. The Member subject to the disciplinary proceedings will be notified via registered mail of the complaint made against the Member and the date, time and location of the Disciplinary Committee hearing. The Association will be represented before the Disciplinary Committee by either the Chair of the Code of Conduct Committee responsible for the initial investigation or by another member of that Committee nominated by the Executive Committee. The Member may attend the hearing in person and/or arrange to be represented or may elect to make written representations. The Member may call witnesses in the Member's defense; The case can proceed in absentia
- 9.7. At the Disciplinary Committee hearing, the Association's representative will be required to establish a case to the standard of proof "beyond reasonable doubt". The Disciplinary Committee Chairperson will exercise discretion in ensuring that adequate examination and cross-examination of any witnesses take place.
- 9.8. When all the evidence has been submitted, the Disciplinary Committee will retire to consider the evidence and decide whether or not the case has been proved. If the decision is that there is no case to answer or that the case has not been proved, both the complainant and the Member shall be notified of this in writing and the Executive notified accordingly.
- 9.9. If the Disciplinary Committee decides that the case has been proved, it shall determine what sanction, other than expulsion from membership of the Association, shall be applied. Both the Member and complainant shall be notified of the decision in writing and the Executive informed accordingly.
- 9.10. If the Disciplinary Committee's decision is to recommend expulsion from membership of the Association, the Disciplinary Committee will report to the Executive, with a copy to the Member, setting out the reasons for the recommendation. When the Executive considers the Disciplinary Committee's report and recommendation for expulsion, the Member will be invited to submit a plea in contestation to being expelled from membership of the Association. The Member may attend in person and /or arrange to



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be represented or may make such a plea in writing. The Executive Committee may retire to consider its decision. The Executive may accept the Disciplinary Committee's recommendation and expel the Member from membership of the Association, or substitute another decision as the Executive sees fit, and whose decision is final. The Executive's decision will be notified in writing to both the Member and the complainant.

- 9.11. Within 28 days of the date of the letter notifying the Member of any decision or determination of the Disciplinary Committee (other than a decision to recommend that the Member be expelled from membership of the Association) or of the Executive in terms of Clause 9.10 above, the Member may lodge an appeal. If such an appeal is made, the Executive will appoint an Appeals Tribunal, the members of which must be independent of the Disciplinary Committee, and at which the Member may attend in person and/or be represented. The Appeals Tribunal shall then confirm the decision or determination or vary its terms, or substitute another decision or determination, as the Appeals Tribunal sees fit.
- 9.12. The Executive, at its discretion, may publish its findings and the findings of the Disciplinary Committee and/or of any Appeals Tribunal identifying the relevant Member.
- 9.13. The Code of Conduct Committee shall consist of the Chairperson Elect and two other Executive Committee members.
- 9.14. The Disciplinary Committee shall consist of four other Members, with, if possible, at least one from the core discipline of the Member against whom the complaint has been made.
- 9.15. The Appeals Tribunal shall consist of the Chairperson, the Deputy Chairperson and one Executive member nominated by the Chairperson.
- 9.16. No-one appointed by the Association to be involved on its behalf in any aspect of the disciplinary procedures shall have any interest in the relevant complaint.
- 9.17. All communications between the Member and the Association relating to the initial enquiry and/or subsequent hearings, decisions or determinations shall be in writing and posted by recorded delivery.
- 9.18. In the pursuit of industry transparency, other associations, members of the industry and interested parties will be notified by the Association of decisions made by the Disciplinary Committee and Appeals Tribunal, as the case may be.



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## 10. GOVERNANCE

- 10.1. The Association shall be governed by the Executive Committee.
- 10.2. The business of the Association shall be managed by the Executive Committee. The members of the Executive Committee are the Directors and non-directors of the Association for the purposes of the Companies Act, other statutory provisions and the common law.
- 10.3. The structure of the Association is organised so that it will encourage grass roots involvement of the Association's membership. The focus therefore is on local groups and regional committees with representation through to the Executive Committee. The day-to-day strategic operation of the Association is directed by the Executive Committee on the basis of policies established by the Executive Committee

## 11. EXECUTIVE COMMITTEE

- 11.1. The Association is an organization and has a separate entity and existence from its members and office-bearers.
- 11.2. The Executive Committee shall consist of:
  - The Chairperson
  - Up to seven Members of the Association including the Chairperson
- 11.3. On the last working day of February in each year any member of the Executive Committee, other than the Chairperson of the Executive Committee, elected or last re-elected by the members of the Association more than 24 months prior to that 28th February shall retire from office but, subject to Clause 11.3 below, shall be eligible for re-election.
- 11.4. If a member of the Executive Committee has retired on the last working day February in any year and been re-elected as a member of the Executive Committee with effect from that last working day February, then when that member of the Executive Committee next retires in accordance with Clause 11.2 above that member of the Executive Committee will not be eligible for re-election by the Executive Committee as a member of the Executive Committee with effect from a date prior to the next following last working day February.
- 11.5. The election of members of the Executive Committee in place of those members of the Executive Committee who are retiring in accordance with Clause 11.4 above on the last working day February in any year shall take place by postal ballot prior to that last working day February. Voting shall be considered a duty by those members of the



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Association entitled to do so.

- 11.6. The Executive Committee may invite or allow any person as it may consider appropriate to attend and speak, but not to vote, at any meeting or meetings of the Executive Committee
- 11.7. The Executive Committee will elect from amongst its members its Chairperson who shall be ex-officio the President of the Association. The Chairperson will hold office for two years from 1 October in the year in which he takes up office and will be eligible for re-election for a further term of two years. The Chairperson shall have a casting vote, in the event of a tie, on all occasions that a vote is taken.
- 11.8. One member of the Executive Committee will carry the portfolio for financial affairs of the Association and will act as the Association's Treasurer reporting at each meeting of the Executive Committee on the current financial state of the Association through submission of management accounts.
- 11.9. The Executive Committee will normally meet three times each calendar year. The Chairperson of the Executive Committee shall have delegated powers to deal with urgent matters of the Executive Committee between Executive Committee meetings.
- 11.10. The Executive Committee shall have power to nominate, either from its own members or from the Members of the Association, delegates to represent the Association on national or local bodies or kindred associations where it is felt that representation would be of benefit and interest to the Association and its Members.
- 11.11. Any casual vacancy in the Executive Committee may be filled by the Executive Committee from amongst the members of the Executive Committee.
- 11.12. Unless otherwise determined by the Association in general meeting, the quorum for a meeting of the Executive Committee shall be four members of the Executive Committee.
- 11.13. Office-bearers and members have no rights in the property/assets of the Association by sole reason of them being office-bearers or members.
- 11.14. Elected Executive Committee members of the Association may be removed from office due to misconduct of the individual. The office-bearer shall follow the same disciplinary proceedings as a member and have the right recourse to the Appeals Tribunal.
- 11.15. Executive Committee members of the Association are not held personally liable for any loss suffered by any person as a result of an act or omission, which occur in good faith



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while the office-bearer is performing their function for or on behalf of the Association.

- 11.16. The Executive Committee of the Association shall be responsible for making investments (including purchasing of assets and the control thereof) and allocating funds on behalf of the Association, from time to time.

### **12. PRESIDENT AND CHAIRPERSON ELECT**

- 12.1. The Chairperson of the Executive Committee respectively shall ex officio be the President of the Association.

### **13. ANNUAL GENERAL MEETINGS**

- 13.1. The Executive Committee shall call an annual general meeting of the Association in each year in addition to any other meetings called in that year, and 21 clear days' notice shall be given in writing to all Members entitled to be present setting out the place, date and the time of the meeting as determined by the Executive Committee.
- 13.2. The notice calling the annual general meeting shall incorporate an agenda covering the following items:
- 13.3. Minutes of previous meeting;
- 13.4. Submission of an annual report by the President;
- 13.5. Submission of the annual accounts;
- 13.6. The appointment of the Association's auditors and the fixing of the auditors' remuneration;
- 13.7. Questions or comments on reports circulated from Members serving on kindred bodies which have been included and circulated with the agenda and the notice calling the meeting;
- 13.8. Other resolutions; and
- 13.9. Such other business as are allowed by the President and are competent for consideration at the annual general meeting.



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### **14. SPECIAL GENERAL MEETINGS**

- 14.1. The Executive Committee may whenever it thinks fit convene a special general meeting of the Association.
- 14.2. A special general meeting shall also be convened on the requisition of five per cent in aggregate of the current Individual Members.
- 14.3. Twenty-one (21) clear days' notice shall be given in writing to all Members entitled to be present setting out the place, the date and the time of the meeting. The notice calling a special general meeting shall clearly state the business of the meeting and no other matter shall be considered at the meeting.

### **15. PROCEDURE AT GENERAL MEETINGS**

- 15.1. The chair at a general meeting of the Association shall be taken by the President Elect whom failing, a member of the Executive Committee.
- 15.2. The quorum at a general meeting of the Association shall be 20 Members entitled to vote who are present in person.
- 15.3. Voting shall in the first instance be by show of hands. If a poll is demanded by at least 20 Members present and entitled to vote or by the Chairperson, the Chairperson shall order a poll to be taken in such manner as he or she thinks fit including the appointment of scrutineers. In addition, the Chairperson shall have a casting vote on all occasions that a vote is taken in the event of a tie.
- 15.4. Only Individual Members shall be entitled to vote. Corporate Members shall be entitled to attend and with the permission of the Chairperson take part in any discussion but they shall not be entitled to vote.
- 15.5. The demand for a poll shall not prevent the meeting transacting business by a show of hands, which is not the subject of any such demand.
- 15.6. The Chairperson shall, with consent of the majority of those present and entitled to vote, be entitled to adjourn a meeting from time to time or from place to place.
- 15.7. The failure to receive a notice by a Member shall not invalidate the proceedings of any meeting.
- 15.8. All business shall be deemed special that is transacted at a special general meeting or at an annual general meeting with the exception of consideration of accounts, balance sheets and any reports from the Executive Committee, and the auditors and the



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appointment of, and the fixing of the remuneration of the auditors.

- 15.9. The Executive Committee shall be at liberty to invite any person or persons, not being a member or Members of the Association, to attend and speak, but not to vote, at any general meeting.

### **16. ACCOUNTS**

- 16.1. The Executive Committee shall cause proper books and accounts to be kept with respect to viz:

- All sums of money received and expended by the Association and matters in respect of which such receipt and expenditure take place;
- All sales and purchases of goods by the Association; and
- The assets and liabilities of the Association.

- 16.2. Proper books of account shall not be deemed to be kept if they are not kept in such manner as is necessary to give a true and fair view of the state of the affairs of the Association and to explain in full all its financial transactions.

- 16.3. The books of account shall be kept at the headquarters of the Association or at such other place as the Executive Committee shall think fit and they shall always be open to the inspection of members of Executive Committee and the auditors of the Association.

- 16.4. The Association's auditors shall be appointed annually and confirmed at the annual general meeting of the Association. Their duties shall be to examine the correctness of the Association's income and expenditure account and balance sheet and to report whether in their opinion the accounts of the Association have been properly prepared in order to give a true and fair view of the state of the financial affairs of the Association and its financial transactions.

- 16.5. At each annual general meeting of the Association the Executive Committee shall lay before the Association a proper income and expenditure account and balance sheet for the period since the preceding accounts.

- 16.6. Not less than 21 clear days before the date of the annual general meeting of the Association copies of information extracted from the accounts and financial statements shall be sent to the auditors and to other persons entitled to receive notice of the annual general meeting in a manner which notices are directed to be served. The extracted information shall comprise of:

- The auditors' report to the Members;
- The income and expenditure account;
- The balance sheet; and



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- The statement of the accounting policies.
- 16.7. The auditors' report shall be open to inspection and shall be read at the annual general meeting. This report will clearly state whether it is unqualified or qualified and if qualified the terms of the qualification have to be set out in full in the report. Copies of the accounts will be sent to any Member on written request and shall be available at the annual general meeting

### **17. INDEMNITY, RESPONSIBILITIES AND EXPENSES**

- 17.1. Every member of the Executive Committee and every employee of the Association from time to time shall be indemnified by the Association against liability incurred as a result of being such a member or employee unless such liability was incurred through his or her own dishonesty or willful wrongdoing or negligence.
- 17.2. No member of the Executive Committee of the Association and no employee of the Association shall be liable for the acts, deceit, neglects or defaults of any other such member or employee or for any loss or expense incurred by the Association through the insufficiency or deficiency of title to any property acquired by order of the Executive Committee for or on behalf of the Association or for the insufficiency or deficiency of any security in or upon any money, securities or effects shall be deposited or for any loss or damage occasioned by any error of judgment or oversight on his or her part or for any other damage or misfortune which may happen in the execution of the duties of his or her office or in relation thereto unless the same happened through his or her own dishonesty or willful wrongdoing or negligence.
- 17.3. Members of the Executive Committee shall be entitled to claim reasonable subsistence and traveling expenses as are deemed necessary, but must be approved by the executive committee prior to such travel arrangements and sustenance.

### **18. COPYRIGHT**

- 18.1. The copyright of every publication or paper commissioned and presented to the Association and accepted for reading or for publication in full or in abstract and every paper read before the Association or a Regional Committee shall remain with the author. The author shall grant a perpetual, world-wide, royalty free unfettered license to the Association to make use in such cases as the Executive Committee sees fit of the publication or paper for reproduction or publication. The right of publishing all such papers and reports of the proceedings and discussions at meetings of the Association shall be reserved to the Executive Committee who may as the Executive Committee thinks fit consent to publication in approved cases. The author shall waive any moral



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rights in respect of such work, and will warrant that such work is original to the author.

## **19. PUBLICATIONS**

- 19.1. The Executive Committee shall publish such periodical and other publications as they determine which shall be made available to the Members of the Association and to other bodies to whom these publications would be appropriated.
- 19.2. Any Member who submits a paper for publication will certify its authenticity and originality and that it has not been published elsewhere or if so that the Member has written certification confirming that the publication may be reprinted or reproduced.

## **20. NOTICES**

- 20.1. Any notice may be served by the Association on a Member or any officer of the Association either personally or by sending via registered letter properly addressed to such Member at his registered address as appearing in the Directory and Register of Members or to such officer at his or her registered address.
- 20.2. Any notice served by post shall be deemed to have been served on the day following the day on which the notice was posted, and in proving such service it shall be sufficient to show that the notice was properly addressed and posted pre-paid.

## **21. ALTERATIONS TO CODE OF CONDUCT AND CONSTITUTION**

- 21.1. The Association in general meeting shall be entitled to amend or alter the Code of Conduct and/or the Constitution of the Association and to substitute or adopt a new Code of Conduct and Constitution. Any alteration or amendment to the Code of Conduct or to the Constitution, and any substitution or adoption of a new Code of Conduct or Constitution, shall forthwith be notified in writing to the Members.

## **22. WINDING-UP OF THE ASSOCIATION**

- 22.1. Upon the need for the Association to be wound up or dissolved, the necessary legal route will be followed to ensure that the process meets the necessary requirements and upon being wound up or dissolved, any assets remaining after all its liabilities have been met, will be transferred to another non - profit organization with similar objectives.
- 22.2. To the best of the Associations ability, it will endeavor to continue in existence, notwithstanding the possible future changes in the composition of its membership and office – bearers, from time to time.