



Geosynthetics Interest Group of South Africa

Established 1994

NPO Reg. Nr 55-653-NPO

CONSTITUTION

Revision: 15 May 2019





1. NAME

- 1.1. The official name shall be the “Geosynthetics Interest Group of South Africa” affiliated to the International Geosynthetics Society (IGS) and shall be referred herein as GIGSA.
- 1.2. GIGSA shall be a Chapter of the International Geosynthetics Society, within the geographical scope of South Africa.
- 1.3. The legal addresses shall be:
 - 1.3.1. Physical:

The Geosynthetics Interest Group of South Africa
53 Harris Avenue
Isandovale
1600
Republic of South Africa
 - 1.3.2. Postal:

The Geosynthetics Interest Group of South Africa
P O Box 8720
Edenglen
1620
Republic of South Africa

2. MISSION AND OBJECTIVES

- 2.1. The GIGSA mission is to promote the understanding and appropriate use of geosynthetic technology throughout South Africa.
- 2.2. The GIGSA objectives are to collect, evaluate and disseminate knowledge on all matters relevant to geosynthetics and related products, including:
 - 2.2.1. Promote seminars, symposia, conferences, etc.
 - 2.2.2. Publish or sponsor papers or books.
 - 2.2.3. Maintain reference libraries and collections that relate to the scientific and technological objectives of GIGSA.
- 2.3. To improve communication and understanding regarding geosynthetics and their applications, especially between the geosynthetic and civil engineering communities.
- 2.4. To promote advancement of the state of the art of geosynthetics and of their applications, including:
 - 2.4.1. Encourage, co-ordinate and/or sponsor research and development in industry, universities, laboratories and other organisations.



- 2.4.2. Afford recognition of achievement in the advancement of the science and the practical use of geosynthetics.
- 2.4.3. Encourage academic institutions to provide courses on geosynthetics and their applications.
- 2.4.4. To promote appropriate and diligent design, testing, selection and use of geosynthetic materials for their different applications.
- 2.5. GIGSA shall not become a commercial enterprise.
- 2.6. GIGSA shall not act counter to the aims, purposes and decisions of the IGS.
- 2.7. GIGSA shall:
 - 2.7.1. Continue to exist when changes to its membership and office bearers occur;
 - 2.7.2. Exist in its own right, separately from its members;
 - 2.7.3. Be able to own property and other possessions;
 - 2.7.4. Be able to sue and be sued in its own name.

3. MEMBERSHIP

- 3.1. GIGSA shall consist of the following categories of membership:
 - Individual member: IGS and GIGSA membership
 - Benefactor member: 2 Individual members + other benefits
 - Student member: Registered full-time students only
 - Affiliate member: Resident outside the geographical bounds of GIGSA
 - Honorary member: Awarded in accordance with Clause 3.7
 - Professional Body member: Membership for professional bodies.
- 3.2. Members must be engaged in, or associated with, the research, development, teaching, design, manufacture or use of geosynthetics and their applications, or be otherwise interested in such matters.
- 3.3. All GIGSA Individual members will be members of IGS.
- 3.4. Benefactor members must be organisations, companies, contractors, distributors, fabricators, laboratories, universities, consultants, etc., who are engaged in or associated with the research, development, teaching, design, manufacture or use of geosynthetic products or systems and their applications, or be otherwise interested in such matters.
 - 3.4.1. Benefactor members must be registered concerns in South Africa. Their nominated representatives must reside or be employed within the geographical bounds of GIGSA.



- 3.4.2. Benefactor membership of GIGSA does not include Corporate Membership of the IGS.
- 3.5. Student Members must be registered at a recognised South African tertiary institution with interest in geosynthetics.
- 3.6. Affiliate members are members whose geographical residence or employment is outside the geographical limits of GIGSA but who otherwise qualify as members. If they have a local representative who is resident within the geographical limits of GIGSA that person is eligible for IGS membership.
- 3.7. Honorary membership (life or annual) may be bestowed by GIGSA upon a limited number of persons on the basis of: distinguished position, scientific achievement, outstanding service to GIGSA or major contributions to the promotion of geosynthetics and their applications. Election of honorary membership will be by majority vote of the GIGSA Board.
- 3.7.1. Honorary members of the IGS who otherwise qualify as individual members of GIGSA shall automatically become honorary members of GIGSA.
- 3.8. Professional Body members may be societies, institutes who are engaged in or associated with the research, development, teaching, design, manufacture or use of geosynthetic products or systems and their applications, or be otherwise interested in such matters.
- 3.9. All classes of membership (except Affiliate members) must reside or be employed within the geographical bounds of the GIGSA.
- 3.10. Membership in GIGSA will terminate upon resignation, dismissal or decease.
- 3.11. Members or office bearers of GIGSA shall have no rights over any asset of GIGSA.

4. ADMISSION

- 4.1. Application for membership of GIGSA shall be submitted in writing to the Secretary of GIGSA or to any of its officers who will forward it to the Secretary. Application for membership may also be made by applying directly to the Secretary of the IGS.
- 4.2. Application for membership of GIGSA must include adequate evidence of the applicant's eligibility for membership as well as agreement to pay the appropriate subscription fee.
- 4.3. Benefactor member, affiliate member and professional body applications will be considered for approval by the GIGSA Board, and membership will require approval by a two-thirds majority of the GIGSA Board.



5. RESIGNATION

- 5.1. Any member may resign at any time by written notice delivered to the President or the Secretary of GIGSA or of IGS.
- 5.2. Such resignation shall take effect on the date specified in the notice or at the termination of the current subscription period if no date is specified.
- 5.3. Such resignation shall not relieve the member from the obligation to pay the subscription fee for the year in which the resignation takes place.

6. DISMISSAL

- 6.1. Members who act counter to the aims and interest of GIGSA or of the IGS can be dismissed from the chapter by a two-thirds majority of the GIGSA Board or by IGS Council. Members may also be dismissed for non-payment of the subscription fees due to GIGSA.
- 6.2. Dismissal for cause cases must formally appear on the Agenda of a GIGSA Board meeting. The Secretary and/or Treasurer may automatically administer dismissal for non-payment. Dismissal cases and their reasons must be sent for information to IGS within thirty (30) days of the decision.
- 6.3. Members being considered for dismissal must be afforded an opportunity to comment to and/or to appear before the GIGSA Board before it reaches its decision.
- 6.4. Any member of GIGSA has a right to appeal to the IGS Council against dismissal for causes. The appellant's membership of GIGSA is suspended pending the IGS decision.

7. SUBSCRIPTIONS AND FINANCES

7.1. Subscription Fees

- 7.1.1. Subscription fees shall be paid by all membership categories as listed in clause 3.1.
- 7.1.2. The annual subscription fees shall include amounts for fees payable by GIGSA to the IGS (if applicable) on behalf of the member. The fees payable to the IGS are decided by the IGS itself according to its bylaws, and are subject to exchange rate fluctuations. An increase in IGS fees and / or applicable exchange rate may lead to an automatic increase in the GIGSA fees.
- 7.1.3. Changes to the annual subscription fees for GIGSA (excluding any IGS fee portion) shall be subject to approval at a General Meeting or by electronic ballot (including e-mail) or any other ways of communications suited for such scope.



- 7.1.4. An entrance fee can be levied and is not refundable. It shall not exceed a one-year membership subscription fee.
- 7.1.5. The subscription fee may differ for the different classes of membership, i.e. for Benefactor, Affiliate, Individual, Student and Professional Body members.
- 7.2. **Payment of Subscriptions**
- 7.2.1. The annual subscription fee shall become due on the first (1st) day of January each year unless otherwise decided by the GIGSA Board.
- 7.2.2. Subscription fees paid by new individual members joining during the year shall be pro-rata. Any other member shall pay in full.
- 7.2.3. Any member whose payment is in arrears may be subjected to penalty charges as established by the Board, or, after due notice, be dismissed for non-payment.
- 7.3. **Other Income**
- 7.3.1. In addition to entrance fees and subscription fees for members, GIGSA may receive income from:
- Gifts, legacies, etc (details on the source shall be openly available to all members and subject to audit)
 - Other activities, such as sale of publications;
 - Sponsored conferences, etc.
- 7.3.2. Other income may be used as a fund for financing awards for GIGSA, for promoting geosynthetics and their applications or for any other purposes that GIGSA may decide.
- 7.4. **Administration of Income**
- 7.4.1. All income funds, including fees and other income, shall be administered as required by the Treasurer under the auspices of the Board.
- 7.4.2. GIGSA may not pay its members or office bearers for any service or services rendered to GIGSA, in cash or kind, without a minuted majority decision from the Board. Any such payment shall not be more than the current market value of the service performed.
- 7.4.3. The financial year of the organisation is a full calendar year ending on the thirty-first (31st) December of each year.
- 7.4.4. Should GIGSA for any reason have to terminate its existence all outstanding debts should be settled from GIGSA funds. All remaining monies, assets or otherwise should be sold or donated to another non-profit organisation having similar interests and objectives to those of GIGSA. Such non-profit organisation may be decided upon



at an Extraordinary General Meeting of GIGSA. No monies, assets or otherwise of GIGSA may be distributed amongst GIGSA members.

8. VOTES

8.1. Allocation of Votes

8.1.1. All members shall have one vote. Student and Professional body members have no voting rights. Affiliate members have no voting rights unless they have a local, resident Individual member as described in Clause 3.6 in which case they will have one vote.

8.1.2. Benefactors shall have three votes (2 individual + 1).

8.1.3. Proxy

8.1.4. Each member may appoint any other member present at a meeting or the chair of the meeting to act as his/her proxy. Notice of authority to act as proxy must be given in writing to the Secretary prior to the commencement of the meeting. No Benefactor or Corporate Member shall carry proxies for other members.

9. GENERAL MEETINGS

9.1. General Meeting

9.1.1. An Ordinary General Meeting shall be held periodically, at a time and place decided by the Board. The interval between two successive General Meetings shall not exceed two years and 30 days.

9.1.2. An Extraordinary General Meeting may be convened at any time to transact special business. The Secretary shall convene an Extraordinary General Meeting within two (2) months upon the request signed by one fifth of the member votes, or at the direction of the Board.

9.1.3. Copies of the agenda and of the minutes are sent to the Secretary of the IGS.

9.1.4. The Secretary shall give at least sixty (60) days notice of Ordinary or Extraordinary General Meetings.

9.1.5. Except when acting in accordance with 9.1.2, the Board may decide to use an electronic link for voting by the members instead of calling an Extraordinary General Meeting.

9.2. Function of the Meeting

9.2.1. The business of a General Meeting includes debate on and the approval of reports by the President and Treasurer, the Board on GIGSA's activities, the appointment of auditors, the approval of GIGSA accounts, the approval of the subscription fees.



- 9.2.2. The General Meeting Agenda will include reports from task forces, meetings or persons that the Board considers pertinent.
- 9.2.3. The GIGSA Board sets the date and place of the next General Meeting.
- 9.2.4. The General Meeting fixes the maximum number of honorary members GIGSA may elect.
- 9.2.5. The General Meeting decides, by vote, actions to be taken by GIGSA, e.g. specifying time intervals for Conferences, etc.
- 9.2.6. Any member may add an item to the agenda of the General Meeting by submitting a written statement to the Secretary thirty (30) days prior to the General Meeting. Additionally, any member may raise a point for discussion at the General Meeting.
- 9.3. **Procedures and Voting at the General Meeting**
- 9.3.1. Only fully paid members and officially invited guests may attend a General Meeting.
- 9.3.2. Only fully paid members may vote at the General Meeting.
- 9.3.3. No item of business shall be enacted at a General Meeting unless a quorum comprising 30 % of votes is present or represented. In the event that a quorum is not present or represented at the General Meeting, then the Board shall recall the General Meeting within two (2) weeks hence, at which convening the quorum rules will be suspended.
- 9.3.4. Votes of the General Meeting shall be taken by a show of hands, except for personal matters, in which case a secret vote by ballot shall be taken. A secret vote shall also be taken if demanded by no less than 25 % of members of GIGSA who are present or represented.
- 9.3.5. Members may require to receive the minutes of any General Meeting.

10. THE PROFESSIONAL MANAGER

- 10.1. GIGSA may contract with a professional person or organisation, selected by the Board and approved by the General Meeting, to manage its affairs.
- 10.2. The Professional Manager may be paid a fee for services, such fee to be negotiated by the Board and approved by the General Meeting.
- 10.3. The Professional Manager shall be employed for an initial period of one (1) year, renewable annually.

11. BOARD

- 11.1. The Board is responsible for the management of GIGSA in accordance with the bylaws and the recommendations of the General Meeting.



11.2. The Board shall decide upon the working programme of GIGSA and supervise its finances.

11.3. **Structure of the board**

11.3.1. The Board shall consist of not more than ten (10) elected members and the immediate past president. These are elected from membership. The length of the term is the time period between two consecutive General Meetings.

11.3.2. Student members, Benefactors members, Affiliate members and Professional Body members are not eligible to the board.

11.3.3. At their discretion the Board may co-opt members to handle additional portfolios for the purposes of assisting said Board in managing the affairs of GIGSA.

11.3.4. Such portfolios would include membership, special events, newsletter co-ordination, sponsorship and regional affairs.

11.3.5. Members of the Board are not eligible for election to more than two consecutive terms of office. However, an executive officer will be allowed to complete his/her full term, as a Board member, despite other restrictions.

11.3.6. At the end of each two (2) year term a new board shall be elected by the members. Nominations for the board will be invited by post or e-mail. Should more than ten (10) nominations be received, a postal or electronic ballot will be conducted.

11.4. **Board Meetings**

11.4.1. The board meets at least 4 times per year.

11.4.2. The Secretary shall send to every member of the board the agenda and the relevant documents of any board meetings at least one week in advance.

11.4.3. The time and place of each meeting will be determined at the previous meeting. Any changes shall be notified at least 30 days in advance.

11.5. **Executive Officers**

11.5.1. The authorised office bearers constituting the Executive Officers of GIGSA shall be:

- One President;
- One Vice President;
- One Secretary;
- One Treasurer;
- One Immediate Past President

11.6. **Election of Executive Officers**

11.6.1. Executive Officers are elected amongst the GIGSA Board members at the first meeting. All the officers will be elected for a term of office of two (2) years.

11.6.2. Only elected board members are eligible for officers.



- 11.6.3. At the first board meeting the past president will chair the meeting. The first points in the agenda will be:
- Election of the President
 - Election of Secretary
 - Election of Vice President
 - Election of Treasurer
- 11.6.4. Nomination for the various officers will be done by show of hands.
- 11.6.5. Each member of the board has one vote. The vote is not secret unless the majority of the board members requested secret vote.
- 11.6.6. The past president and one member nominated by the majority of the board shall count the votes. No proxy will be accepted.
- 11.6.7. An executive officer is elected by the majority of the members of the board.
- 11.7. **Responsibility of Officers**
- 11.7.1. The President will normally chair General and Board Meetings. In his absence, or at his request, the Vice President shall act in his place, or in the absence of both the President and the Vice President, the Past President or the Treasurer, respectively, shall chair.
- 11.7.2. The Secretary shall conduct the correspondence and ordinary business of GIGSA on behalf of the President and shall prepare the agenda for and record minutes of Executive Officers and General Meetings.
- 11.7.3. A minimum of three members of the Executive Officers shall be signatories of GIGSA bank account, including the Treasurer. At the commencement of each two-year term the new Board shall elect any two board members as authorized signatories other than the Treasurer. Financial transactions may be made by electronic fund transfer from the GIGSA bank account, provided these have been approved by GIGSA President and Treasurer, or, another member of the Executive Officers and Treasurer, should the President not be available.
- 11.7.4. The Treasurer shall keep appropriate books and accounts and prepare a balance sheet as well as income and expenditure statements for presentation to General Meetings.
- 11.7.5. The Treasurer shall be empowered to accept on behalf of GIGSA any donation or contribution from individuals or companies.
- 11.7.6. GIGSA's financial transactions must be conducted by means of a bank account.
- 11.7.7. GIGSA may make investments as well as acquire and control assets, at the direction of a majority vote of the GIGSA Board



- 11.7.8. The Treasurer shall present to the Board a statement of the previous fiscal year accounts within four (4) months of the end of each fiscal year.
- 11.7.9. The Board can organise or encourage conferences, symposia, or exhibits that should not conflict with the official conferences of the IGS.
- 11.7.10. Approved expenses incurred by executive officers in carrying out their duties for GIGSA may be repaid by the Treasurer in accordance with the current state of funds in GIGSA accounts, subject to the conditions of Clause 7.4.2.
- 11.7.11. The Board may take on the power and authority that it deems necessary to achieve the objectives of GIGSA.
- 11.7.12. Decisions are to be made by a majority vote of the GIGSA Board, unless otherwise allowed for in this Constitution.
- 11.7.13. Office-bearers are not personally liable for any loss suffered by any person as a result of an act or omission which occurs in good faith while the office-bearer is performing functions for or on behalf of the organisation.
- 11.7.14. Members or office-bearers do not become liable for any of the obligations and liabilities of the organisation solely by virtue of their status as members or office-bearers of the organisation.

12. TASK FORCES

12.1. Task Force Appointments

- 12.1.1. The Board may appoint Task Forces to undertake specific duties. The Task Forces report to and function under the auspices of the Board.
- 12.1.2. The Board appoints the chairman of each Task force from within the Board. The chairman shall be responsible for arranging all task force's functions and proceedings.
- 12.1.3. Members of a task force may not be GIGSA members.
- 12.1.4. Officers of GIGSA shall be ex officio members of all task forces, and may renounce this right.
- 12.1.5. A record shall be kept of all attendees of any task force meeting.
- 12.1.6. Minutes of all meetings will be kept. Copies of minutes and of all documents issued will be sent to the members of the task force and to the President and the Secretary of GIGSA.
- 12.1.7. The Board must endorse the task force's recommendations before taking full effect. These can be adopted by electronic vote upon decision by the Board.



13. LANGUAGE

13.1. The official language of GIGSA is English.

14. AMENDMENTS TO THE CONSTITUTION AND DISSOLUTION OF GIGSA

14.1. Constitution

14.1.1. No alteration or amendment of the Constitution shall be made except at a General or Extraordinary Meeting.

14.1.2. Amendments to the Constitution may be initiated by the Board or one half of the member votes at a General or Extraordinary Meeting of GIGSA.

14.1.3. Notice of proposed amendments shall be included with the notice and agenda of the General or Extraordinary Meeting.

14.1.4. Notice of proposed amendments must be sent in advance to the IGS. No amendment is final unless agreed to by the IGS.

14.1.5. In the event of any matter arising for which there is no provision in this Constitution, the Board may consider the matter and act, at their discretion, in the best interest of GIGSA. Such matters shall be subject to approval at the next General or Extraordinary Meeting or by electronic voting.

14.2. Dissolution of GIGSA

14.2.1. Dissolution of GIGSA may be decided only by a General Meeting of GIGSA subject to approval by the IGS or result from a decision of the IGS Council.

14.2.2. Any proposal seeking to dissolve GIGSA may be initiated by a quarter of the member votes of the chapter or by a quarter each of the members of the IGS Council.

14.2.3. Notice of the proposed dissolution shall be included with the notice and agenda of the General Meeting or, in the case of the IGS Council taking this initiative, advance notice of at least ninety (90) days shall be given to GIGSA.

14.2.4. In the event of a decision to dissolve, the General Meeting shall seek recommendations from the Board regarding the clearing of all debts and shall decide on the disposal of the assets of GIGSA.