



Association Agreement

Constitution of the TPSA

Made and entered into by and between:

Technical Production Services Association

"Association incorporated under section 21" (the Association)

AND

The Members

(Amended June 2008)

INDEX

1. DEFINITIONS
2. MAIN OBJECTIVES
3. DIRECTORSHIP OF ASSOCIATION / CONDITIONS OF MEMBERSHIP
4. CODE OF PRACTISE AND ETHICS
5. VOTING RIGHTS
6. INCOME AND PROPERTY
7. RENUMERATION TO MEMBERS
8. POWERS OF THE ASSOCIATION
9. WINDING UP, DE-REGISTRATION OR DISSOLUTION
10. GENERAL
11. REGIONAL REPRESENTATION
12. COMMITTEE
13. MANAGEMENT OF THE ASSOCIATION
14. MEETINGS
15. AMENDMENT OF THE CONSTITUTION AND RULES
16. ENQUIRY INTO THE IMPROPER CONDUCT OF A MEMBER
17. AD HOC COMMITTEES
18. MEMBERSHIP / MEMBERSHIP FEES

1. DEFINITIONS

For the purpose of this agreement, unless the context indicates otherwise, the following terms shall have the meanings assigned to them hereunder:

- 1.1. **"Association"** – Technical Production Services Association incorporated not for gain under Section 21 of The Companies Act 61 of 1973
- 1.2. **"T.P.S.A / TPSA"** – Technical Production Services Association
- 1.3. **"Act"** – Companies Act 61 of 1973 and any subsequent amendments
- 1.4. **"Members"**– Associate, Registered and Accredited Members
- 1.5. **"Office Bearers"** – Committee members holding the positions of Chairperson, Vice – Chairperson and Treasurer
- 1.6. **"Associate Members"** - Any person or company who wishes to be kept up to date or involved with the TPSA and the live events industry,(e.g.: - Students, individual members IE) freelancers
- 1.7. **"Registered Member"** – Any company, involved in the live events industry who wishes to be formally registered and associated with the TPSA and the live events industry (e.g.: - Venues, Companies, event organizers, production companies, event management companies etc.)
- 1.8. **"Accredited Member"** – Any company who has been officially accredited by the TPSA and the accreditation process, who wishes to be formally accredited, registered by the TPSA and the accreditation process, who wishes to be formally accredited, registered and associated with the TPSA and the live events industry. (e.g.: -Live event service companies, technical service suppliers, freelancers, rental companies, production companies, etc.)

2. MAIN OBJECTIVE

- 2.1 The main objectives of the ASSOCIATION, which the ASSOCIATION and its members will at all times strive to achieve, are as follows:
 - 2.1.1 To attract members of the live events industry, and to represent its MEMBERS in the promotion and advancement of their interests within the production services industry
 - 2.1.2 To promote the advancement of the knowledge and skills of its MEMBERS and the production services association
 - 2.1.3 To promote Health and Safety issues within the industry

3. DIRECTORSHIP OF ASSOCIATION / CONDITIONS OF MEMBERSHIP

3.1 DIRECTORSHIP OF ASSOCIATION

- 3.1.1 The association will nominate two long-standing event industry persons, who are paid up members of the TPSA, to stand as long-term directors of the Association.
- 3.1.2 These long term directors will not have any form of remuneration paid to them, nor will they have any form of operating responsibilities unless they are committee members.
- 3.1.3 The directors will be reviewed annually at the Annual General Meeting.

3.2 CONDITIONS OF MEMBERSHIP

- 3.2.1 All MEMBERS agree to adhere to and practice the ASSOCIATION'S code of practice and ethics.

4. CODE OF PRACTICE AND ETHICS

The members agree as follows:

- 4.1 To fulfill the ASSOCIATION'S main objective
- 4.2 To promote and encourage the dignity of the Association
- 4.3 To have the utmost regard to public interest and safety
- 4.4 To adhere to local and international ethical and safety standards.
- 4.5 Not to claim undue commission
- 4.6 Not to claim credit in work performed and undertaken by others.
- 4.7 To always act with the utmost good faith when dealing with each other and with members of the public
- 4.8 To adhere to standard business practices relating to the Production Services Industry
- 4.9 To be honest and transparent in business dealings.
- 4.10 Uphold all warranties and guarantees in delivery of service.
- 4.11 Not to criticize or denigrate members active in the industry in such a manner as to bring the industry or ASSOCIATION into disrepute
- 4.12 Maintain full and proper insurance cover for all business activities.
- 4.13 Encourage cooperation amongst members and other industry professionals.
- 4.14 Provide the highest quality of service to customers
- 4.15 To display and advertise membership of the ASSOCIATION.
- 4.16 To continually strive to improve service to clients by studying and adopting new developments and trends in the industry.

5. VOTING RIGHTS

- 5.1 An ASSOCIATE MEMBER has no voting status.
- 5.2 A REGISTERED MEMBER shall be entitled to have one vote.
- 5.3 An ACCREDITED MEMBER shall be entitled to have one vote.

6. INCOME AND PROPERTY

- 6.1 The income and property of the ASSOCIATION shall be applied solely towards the promotion of its main objective
- 6.2 No portion of such income and property may be paid or transferred, directly, by way of dividend, bonus or otherwise, to the MEMBERS, or to any holding company of subsidiary should such a company later be formed by agreement between the MEMBERS.

7. REMUNERATION TO MEMBERS

- 7.1 An elected officer or member of ASSOCIATION shall be entitled to such remuneration paid to him / her in good faith in respect of any lawful services rendered and out of pocket expenses incurred in the business of the Association. Such remuneration shall not constitute payment by way of a dividend or bonus.
- 7.2 The remuneration paid to the elected officer or member must be a reasonable amount, which amount must be agreed to by the Committee.

8. POWERS OF THE ASSOCIATION

- 8.1 The ASSOCIATION may:
 - 8.1.1 Purchase or acquire in anyway stock-in-trade, plant, machinery, land, buildings, and agencies
 - 8.1.2 Form and have an interest in any company, companies or associations having the same similar objectives to the ASSOCIATION for the purpose of acquiring the undertaking of all or any of the assets of liabilities of that company, companies or associations or for any other purpose which may seem directly, or indirectly calculated to benefit the ASSOCIATION, and to transfer to any such company, companies or associations the undertakings of all or any assets or liabilities of the ASSOCIATION.

- 8.1.3 Amalgamate with other companies or association's having the same or similar objectives to the ASSOCIATION provided that the majority consent of the MEMBERS is obtained to this effect.
- 8.1.4 Take part in any management, supervision and control of business operations of any other association or business having the same or similar objectives as the ASSOCIATION and to enter into partnership with any other business or association having the same or similar objectives as the ASSOCIATION.
- 8.1.5 Remunerate any person or persons in cash or otherwise for services rendered in its formation or in the development of its business.
- 8.1.6 Invest money with the purpose of using such investment to pursue the main objectives of the ASSOCIATION.
- 8.1.7 Open and operate trust-banking accounts.

- 8.2 The ASSOCIATION shall not:
 - 8.2.1 Have the power, save with approval by special resolution of its MEMBERS, to alienate, cede or encumber any of its property whether movable or immovable
 - 8.2.2 Be entitled to distribute in any manner whatsoever any of its assets amongst the MEMBERS.

9. WINDING UP, DE-REGISTRATION OR DISSOLUTION

- 9.1 Upon its winding up, de-registration or dissolution on the assets of the ASSOCIATION remaining after payment of all its liabilities shall be given or transferred to some other association(s), or institution(s) having some or similar objectives.
- 9.2 The beneficiary association(s) or institution(s) are to be determined by the MEMBERS at or before the time of the dissolution.
In the event of the MEMBERS failing to reach agreement in regards hereto, the decision must be made by The High Court of South Africa

10. GENERAL

- 10.1 If there is a conflict between the terms of this Agreement and the Memorandum and Articles of the Association, the terms of this Agreement shall apply
- 10.2 In the event of any conflict between this Agreement and the ACT, this agreement, shall where legally permissible, prevail and where impermissible, the ACT shall prevail and its appropriate provisions shall be deemed to be substitute herein, mutates mutandis.
- 10.3 This agreement shall be binding upon all members

- 10.4 This agreement may only be amended in writing by a majority vote at an annual or Special General Meeting.
- 10.5 In the event of any dispute between any MEMBERS arising out of this Agreement, the parties agree that such dispute shall be referred to the High Court of South Africa for resolution.
- 10.6 Financial:
 - 10.6.1 All cheques or other forms of payment will require two signatures.
 - 10.6.2 The chairperson shall be the only "A" signatory.
 - 10.6.3 The Vice Chairperson and the Administrator shall be "B" signatories.

11. REGIONAL REPRESENTATION

- 11.1 Regional "branches" may be established in other regions of South Africa.
- 11.2 The management of these regional branches will be on a volunteer and not an elected basis.
- 11.3 The member managing the regional branch shall be considered a committee member without voting rights and will be forwarded all relevant committee correspondence and information.
- 11.4 The management of the regional "branches" will fall under the management of the chairperson or a designated representative

12. THE COMMITTEE

12.1 THE COMMITTEE

- 12.1.1 The committee of the Association shall consist of an elected Chairperson, and elected Vice-Chairperson, as well as five (5) elected members. The committee shall therefore consist of seven (7) fully paid-up members in total.
- 12.1.2 The committee members shall be elected by ballot and shall serve a term of one (1) year, which may be renewed annually by ballot
- 12.1.3 The chairperson and the Vice-Chairperson shall be elected by ballot for a period of two (2) years, which may be renewed at the end of the two year period by ballot, to a maximum of two consecutive terms.
- 12.1.4 After two consecutive terms, the Chairperson and Vice-Chairperson must stand down, but may make themselves, available for re-election to the committee.
- 12.1.5 The Committee shall have the power to fill any vacancy that may occur in the Committee itself, provided such a vacancy shall not be that of the Chairperson. This shall be done by majority vote of the Committee.

- 12.1.6 In the event of the position of the Chairperson becoming vacant, then the Vice Chairperson shall fill the position of the Chairperson for the remainder of the term.
- 12.1.7 OFFICE BEARRS may be asked to stand down by a majority vote of the members.

12.2 THE ADMINISTRATOR

- 12.2.1 The committee may employ an Administrator providing funds are available to cover the salary of the Administrator by membership funds received or monetary sponsorships received.
- 12.2.2 The Administrator shall be the only paid employee of the Association.
- 12.2.3 The Administrator and Treasure post may be a combined post but will in that case only have 1 vote at Committee level.
- 12.2.4 Should the Administrator's and Treasurer's post be combined the Administrator's duties and privileges (e.g.Voting) will take precedence.
- 12.2.5 At no time shall the Administrator be capable of approving or actioning payments and / or fund transfers without a co-signatory (e.g. Chairperson)

13. MANAGEMENT OF THE ASSOCIATION

- 13.1 The committee shall control all the business and affairs of the Association.
- 13.2 The committee shall have full power and authority to carry out the objectives of the Association, except where such powers are expressly reserved to a General or Special General Meeting, including the power to make rules and by –laws for the general day to day management of the Association and the procedure to be followed at meetings.
- 13.3 Notes of all Ad-hoc Committee Meetings, Committee Meetings, Annual General Meetings, or special General Meeting will be recorded.
- 13.4 In addition, but without prejudice to its general authority, the committee shall have authority to:
 - 13.4.1 To invest the funds and assets of the Association in securities nominated by it and to deal with such investments at its discretion.
 - 13.4.2 To decide what amounts of the funds shall be invested and what amounts shall be retained for Administrative and other expenses.
 - 13.4.3 To deposit any funds with a bank or other financial institution selected by it in the name of the Association.
 - 13.4.4 To grant an honorarium.
 - 13.4.5 To register the name, the Constitution and rules of the Association.
 - 13.4.6 To appoint an auditor to report upon the accounts of the association and remunerate the Auditors accordingly.

14. MEETINGS

14.1 COMMITTEE MEETINGS

- 14.1.1 The committee shall meet at least once (1) every month at a place and time notified to the Committee and general members by the Administrator.
- 14.1.2 Committee members are expected to attend Committee meetings regularly – Should a committee Member be unable to attend three (3) consecutive committee meetings, the Committee Member may be requested to resign from the committee by vote of committee, and the committee shall have the power to appoint an alternative member to the committee until the next annual or Special General Meeting, where a new Committee Member can be voted upon.
- 14.1.3 The regular Committee meeting will be open to any paid up member or invited guests to attend and participate, but a general member or guest, does not have any voting rights at the Committee meetings.
- 14.1.4 The Chairperson of the Association shall be the chair of the meeting, but in the event of his being unavailable, the meeting shall be chaired by the Vice-Chairperson. The Chairperson of the meeting shall remain in the chair until the conclusion of such meeting.
- 14.1.5 Four (4) members shall form a quorum at a Committee meeting.
- 14.1.6 All committee members shall be entitled to one vote only during Committee meetings.
- 14.1.7 The Chairperson shall have a normal and deciding vote if necessary.
- 14.1.8 The Administrator shall be entitled to one vote only at the Committee Meetings.

14.2 SPECIAL GENERAL MEETING

- 14.2.1 The committee may at any time, if it deems it necessary, call a Special General Meeting.
- 14.2.2 A Special General Meeting shall be convened and conducted in the manner provided for in the Annual General Meeting.

14.3 ANNUAL GENERAL MEETING

- 14.3.1 The Annual General Meeting of the Association shall be held not later than six (6) months after the end of the Association's financial year which is 1 January to 31 December, on a day appointed by the Committee at such a place in the Republic of South Africa or elsewhere as it may be decided
- 14.3.2 The Administrator shall give each member of the Association at least twenty one (21) notice days of the meeting.
- 14.3.3 Twenty percent (20%) of the members of the Association shall form a quorum at a General Meeting.
- 14.3.4 Every Member of the Association shall be entitled to vote as per the voting rights set out in the Association Agreement.

- 14.3.5 A majority of the votes of members at the General Meeting shall decide any question.
- 14.3.6 At the meeting, there shall be submitted an Annual Report embracing duly audited statements of account of the Association.
- 14.3.7 In the event of a resolution of the meeting being required as evidence for any purpose whatsoever, a copy thereof signed by the Chairperson or the Administrator may be accepted.
- 14.3.8 Members may exercise proxy voting rights on behalf on members who are not able to attend an Annual or Special General Meeting, providing that such voting rights be recorded in writing and handed to the Administrator or any committee member before the commencement of the meeting.
- 14.3.9 The maximum amount of proxy votes that can be held by any member shall be limited to three (3).
- 14.3.10 Any nominations at an Annual General Meeting or a Special General Meeting will require formal, recorded nominations and seconding. Each nomination and seconding must be by a paid up member.

15. AMENDMENT OF CONSTITUTION

- 15.1 This constitution may be amended or added to at any Annual or Special General Meeting, provided any member shall notify the Administrator or the Committee as such, so that any changes may be distributed at least twenty-one(21) days prior to the scheduled meeting.
- 15.2 The constitution may also be altered at any Special General Meeting called for that purpose, provided at least twenty-one (21) days notice is given to the members

16. ENQUIRY INTO THE IMPROPER CONDUCT OF A MEMBER

- 16.1 The committee shall have the power to enquire into cases of improper conduct of which a member is alleged to have been guilty and to impose in respect thereof, if found proved by them, the following:
 - 16.1.1 Temporary suspension of membership for a specified period
 - 16.1.2 Expulsion from the Association
- 16.2 The Committee will require the complainant to file particulars of any such matter complained of in writing, and may require the complainant to verify any part thereof by letter or personal representation before the Committee.

- 16.3 In the event of any dispute regarding the interpretation of any foregoing clause, the interpretation of the Committee shall be final and binding without necessarily ascribing any reason for such decision.

17. AD HOC COMMITTEES

- 17.1 The Committee of the Association shall have authority to establish Ad Hoc Committees regarding specialized subjects or projects of the Association.
- 17.2 Ad Hoc Committee remain in office until disbanded by the Committee.
- 17.3 The Committee appoints the members of Ad Hoc Committees.
- 17.4 The Committees shall have authority to appoint the first Chairperson of the Ad Hoc Committee.
- 17.5 All correspondence of Ad Hoc Committees shall be conducted through the Committee on the Association's official letterhead.
- 17.6 Copies of all meeting notes must be kept at the Administration office.
- 17.7 Ad Hoc Committees shall meet as often as necessary but prior approval must be obtained from the Committees should such meetings involve expenses.
- 17.8 Ad Hoc Committees must report at the Committee on a monthly basis.
- 17.9 Ad Hoc Committees must keep the Committee and the Administrator updated on any pending meetings.

18. MEMBERSHIP/MEMBERSHIP FEES **(Available as Annexure A)**

- 18.1 Membership period valid from date payment is received
- 18.2 Membership is renewable on anniversary of membership
- 18.3 Should a member upgrade membership status during a membership period, upgraded membership is acknowledged once payment is received, and membership is then renewable on that anniversary
- 18.4 Each Registered or Accredited MEMBER shall nominate an individual to exercise their voting rights
- 18.5 in the event of any MEMBER resigning from the ASSOCIATION, any membership fees paid by him shall be forfeited to the ASSOCIATION
- 18.6 Membership fees may be reviewed annually by the Committee. Refer to Annexure A for fees

ANNEXURE A

ASSOCIATE MEMBER – R600.00 per annum

- Any person or company who wishes to be kept up to date or involved with the TPSA and the live events industry,(e.g.: -Students, individual members IE) freelancers
- Reciprocal membership to other association falls within this category. The annual registration fee is forfeited for Reciprocal Membership.

REGISTERED MEMBER – R1 500.00 per annum

- Any company, involved in the live events industry who wishes to be formally registered and associated with the TPSA and the live events industry. (e.g.: - Venues Companies, event organizers, production companies, event management companies, etc.

Typically, but not limited to:

Companies involved with following:

- Sound Equipment hire and staff
- Lighting equipment hire and staff
- Staging equipment hire and staff
- Design - Set design
- Set Construction
- Rigging Services
- Pyrotechnics Services
- Lazer equipment hire and staff
- Special effects – equipment hire and staff
- Crew hire
- Freelancers or small operators offering any of the above
- Marquee hire
- Power Equipment hire and staff
- Venue Hire and staffing
- Venues

Proposed Additional Membership Category (subject to selection criteria being finalized):

Honorary Life Membership

- Honorary life membership is awarded to a person who has contributed a great deal to the furtherance of the ideals of the Association and has dedicated the majority of his / her career to the industry.