

CONSTITUTION CHANGES AS PROPOSED: 22 APRIL 2021

KEY:	
Current clause	Black Text
Proposed change	Blue Text
Proposed new clauses	Green Text
Deletion	Red text

2. DEFINITIONS & ABBREVIATIONS

- 'CET' – Continuing education and training, as provided for in Section 13.(k) of the Act – in substitution for CPE – Continued Professional Education.

'CPD' – Continued Professional Development, as provided for in Section 13. (k) Of the Act – in substitution for CPE – Continued Professional Education & Training.

- 'Member' - a Member of the Institute, except where the context indicates that a Member of a Branch or of a Local Committee of the Institute is intended, and shall include a MEMBER, a FELLOW, an Honorary Member, a Life Member, a Retired Member, a Student Member, a Non-Practising Member, and a Non-Resident Member;

'Member' - a Member of the Institute, except where the context indicates that a Member of a Branch or of a Local Committee of the Institute is intended, and shall include a MEMBER, a FELLOW, an Honorary Member, a Life Member, a Retired Member, a Student Member, a Student Member Unemployed a Non-Practising Member, and a Non-Resident Member;

- 'SAIV Crest' - The SAIV's coat of arms as presented in different formats from time to time for marketing/branding purposes;
- 'SAIV Logo' - The SAIV's coat of arms as presented in different formats from time to time for marketing/branding purposes;

SAIV Logo – The SAIV symbol or emblem that acts as a means of identification of the SAIV as presented in different formats from time to time for marketing/branding purposes;

- 3.1.2 to utilise its funds solely for investment or for its objectives and not to distribute any of its profits or gains to any person, and upon its winding up or liquidation, to give or transfer its assets remaining after satisfaction of its liabilities to some other institute, society or association with objectives similar to those of the Institute;

to utilise its funds solely for investment or for its objectives and not to distribute any of its profits or gains to any person, and upon its winding up or liquidation, to give or transfer its assets remaining after satisfaction of its liabilities to some other institute, financial institution or association with objectives similar to those of the Institute;

3.1.5 to provide and encourage Continued Education and Training (CET) for its Members, acknowledging the need for all its Members to obtain such CET on an ongoing basis in the interests of the advancement of professional valuation standards;

to provide and encourage Continued Professional Development (CPD) for its Members, acknowledging the need for all its Members to obtain such CPD on an ongoing basis in the interests of the advancement of professional valuation standards;

3.1.8 to adopt a recommended scale of fees and charges, as laid down by the National Executive from time to time, for valuing property, immovable or movable, and for other related services;

Delete clause

3.2.10 to award CET hours, as laid down by the National Executive by way of Regulation from time to time;

to award CPD hours, as laid down by the National Executive by way of Regulation from time to time;

3.2.12 to prescribe the manner in which the SAIV's logo may be used by members

to prescribe the manner in which the SAIV's logo and crest may be used by Members

4.2.1 MEMBERS - being Members other than FELLOWS, Honorary Members, Life Members, Retired Members, Non-Practising Members or Student Members, who shall be registered as Professional Valuers or Professional Associated Valuers with the SACPVP and be entitled to use the designation 'Member of the South African Institute of Valuers' and the letters MIVSA

MEMBERS - being Members other than FELLOWS, Honorary Members, Life Members, Retired Members, Non-Practising Members, Student Members or Student Member Unemployed, who shall be registered as Professional Valuers or Professional Associated Valuers with the SACPVP and be entitled to use the designation 'Member of the South African Institute of Valuers' and the letters MIVSA

4.2.5 Retired Members - being Members who have been admitted as Retired Members by the Branch Executive due to ill health, following submission of a medical report by the Member concerned, or Members who have attained the age of at least 60 years and have ceased to practise and have been admitted as Retired Members by the Branch concerned. Such persons shall be entitled to use the designation of FELLOW or MEMBER

(whichever category was applicable when the Member retired) and shall enjoy all the privileges of and be bound by all the obligations of Membership. Retired Members shall pay such subscriptions as shall be determined by the National Executive from time to time.

Retired Members - being Members who have been admitted as Retired Members by the Branch Executive due to ill health, following submission of a medical report by the Member concerned, or Members who have attained the age of at least 60 years and have ceased to practise following de-registration at the SACPVP and have been admitted as Retired Members by the Branch concerned. Such persons shall be entitled to use the designation of FELLOW or MEMBER (whichever category was applicable when the Member retired) and shall enjoy all the privileges of and be bound by all the obligations of Membership. Retired Members shall pay such subscriptions as shall be determined by the National Executive from time to time.

4.2.5 Student Member Unemployed

- 4.2.5.1 Being persons of good character, reputation and mental health who are registered with an educational institution accredited by the RICS or SACPVP for the purpose of completing a prescribed course in property valuation or who are registered as Candidate Valuers with the SACPVP or who have completed their studies and have the intention of registering as a Candidate Valuer but are unemployed.
- 4.2.5.2 Any person who applies to a Branch for admission as a Student Member Unemployed shall produce proof of registration with an educational institution accredited by the RICS or SACPVP or proof of a completed accredited qualification. The National Executive, in its sole discretion, may call for this proof at any time and for any reason it deems necessary.
- 4.2.5.3 They shall not be required to pay the Institute any registration fees.
- 4.2.5.4 A Student Member Unemployed shall be entitled to attend General Meetings of the Institute and Branches, but shall not be entitled to vote at any such meetings or to be elected to a Branch Executive.
- 4.2.5.5 The National Executive shall be entitled at any time for any reason deemed by it in its sole discretion to be sufficient to deprive a Student Member Unemployed of his status as

such, and to remove his name from the Roll of Student Member Unemployed.

4.2.5.6 A Student Member Unemployed who wishes to become a Student Member shall re-apply in terms of Clause 7.

4.2.5.7 Shall cease to be a Student Member Unemployed upon obtaining employment.

4.2.6 Non- Resident Members -

being persons who having previously obtained any category of membership of the Institute, who reside outside the borders of South Africa, and who do not practise in South Africa.

4.2.5 Non- Resident Members -

being persons who having previously obtained any category of membership of the Institute, who reside outside the borders of the Republic of South Africa, and who do not practise in South Africa.

6. VOTING RIGHTS

Every Member in good standing, other than an Honorary Member, Student Member, Affiliates or members of Affiliate Organisations shall be entitled to vote at any Meeting which the member is entitled to attend in terms of this Constitution.

Voting rights and powers at Natex and Branch Executive meetings are regulated in terms of clause 17.4 and 22.4.

Every Member in good standing, other than an Honorary Member, Student Member, Student Member Unemployed, Affiliates or members of Affiliate Organisations shall be entitled to vote at any Meeting which the member is entitled to attend in terms of this Constitution.

Voting rights and powers at Natex and Branch Executive meetings are regulated in terms of clauses 17.4 and 22.4.

7.1.1 The Membership Application Form prescribed by the National Executive from time to time shall be completed by the applicant and submitted to the Branch covering the area in which he is resident, together with the prescribed entrance fee and annual subscription.

The Membership Application Form prescribed by the National Executive from time to time shall be completed by the applicant and submitted to the Branch covering the area in which he is resident

- 7.1.8 The General Manager shall be informed of the decision on the application, and shall then inform the applicant thereof. If the application is rejected, all monies paid by the applicant shall be returned to him save for the examination fee, if any.

The General Manager shall be informed of the decision on the application, and shall then inform the applicant thereof. Upon approval of the application, the annual subscription fee will become payable.

- 7.1.9 If the application is granted, the General Manager shall be handed all the documents and papers relating to the application and shall, after receipt of such papers, the entrance fee and the annual subscription, admit the applicant as a Member and issue a Certificate of Membership to him. The date of admission as a Member shall be the date of receipt by the General Manager of such papers and payments.

Delete clause

- 7.2.6 Eligibility for elevation to Fellowship status in terms of this procedure will only apply in the case of a Member with an Institute membership period of not less than ten years (excluding any period of Student Membership) during the full period of which he shall have been actively practicing as a valuer.

In addition, eligibility for elevation to Fellowship shall have regard to the number of CET hours obtained by the nominee, in the light of CET hours requirements as prescribed by the National Executive from time to time.

Eligibility for elevation to Fellowship status in terms of this procedure will only apply in the case of a Member with an Institute membership period of not less than ten years (excluding any period of Student Membership) during the full period of which he shall have been actively practicing as a valuer.

In addition, eligibility for elevation to Fellowship shall have regard to the number of CPD hours obtained by the nominee, in the light of CPD hours requirements as prescribed by the National Executive from time to time.

- 8.2 The Branch Executive may cancel the Membership of any Member of the Branch who fails to pay his annual subscription, or any other fees or levies imposed by the National Executive in terms of this Constitution, within three months of the due date for payment thereof. The Member's Branch Executive shall take all such steps as it deems fit to recover any overdue subscription.

The General Manager may cancel the Membership of any Member who fails to pay his annual subscription, or any other fees or levies imposed by the National Executive in terms of this Constitution, within three months of the due date for payment thereof. The

Member's Branch Executive shall take all such steps as it deems fit to recover any overdue subscription.

- 8.2.2 Such application shall be processed in terms of the provisions of 4: Provided that if such application is made within one year of the date upon which such person's Membership had been cancelled, the Branch Executive may, after consideration of the application, in its sole discretion cause a new Membership Certificate to be issued; Provided further that readmission shall in any event be subject to payment of any arrear subscriptions and such readmission fee as shall be determined by the National Executive from time to time.

Such application shall be processed in terms of the provisions of 4: Provided that if such application is made within one year of the date upon which such person's Membership had been cancelled, the General Manager may, after consideration of the application, in its sole discretion cause a new Membership Certificate to be issued; Provided further that readmission shall in any event be subject to payment of any arrear subscriptions, any other fees or levies; and such readmission fee as shall be determined by the National Executive from time to time.

- 8.3 A General Meeting of the Institute or of a Branch shall have the power to impose levies from time to time on all Members of the Institute or such Branch, as the case may be, with the exception of Student, Honorary, Life, Retired and Non-Practising Members, to meet special or unforeseen or any other expenditure, and such levies shall be at uniform rates for all such Members.

A General Meeting of the Institute shall have the power to impose levies from time to time on all Members with the exception of Student, Student Unemployed, Honorary, Life, Retired and Non-Practising Members, to meet special, unforeseen or any other expenditure, and such levies shall be at uniform rates for all such Members.

- 9.3 Each Member shall display his Membership Certificate at his place of business, and shall return such Certificate to the Institute on demand when he ceases to be a Member for any reason, where after he shall not be entitled to use any designation or letters referred to in 4.

Delete clause

- 9.4 Each Member shall notify the General Manager—of his address and of any changes thereto from time to time. Letters to a Member at the address notified by him shall be deemed to have been received by him, and no Meeting or any resolution passed thereat shall be invalidated by reason of non-receipt of any notice properly addressed and posted.

Each Member shall notify the General Manager-of his address and email address and of any changes thereto from time to time. Letters to a Member at the address or email address notified by him shall be deemed to have been received by him, and no Meeting or any resolution passed thereat shall be invalidated by reason of non-receipt of any notice properly addressed, or emailed.

10. CONTINUED EDUCATION AND TRAINING (CET)

CONTINUED EDUCATION AND TRAINING (CPD)

10.1 Each Member shall be encouraged to devote time to obtain CET hours.

Each Member shall be encouraged to devote time to obtain CPD hours.

10.2 The National Executive shall have the power to impose, amend and vary conditions applicable to CET hours from time to time by way of Regulation, subject to the provisions of 17.7.

Delete clause

14.3 Where a Member has been suspended from Membership, the fact and details of such suspension shall be noted against the Member's name by the General Manager the records of the Institute.

Where a Member has been suspended from Membership, the fact and details of such suspension shall be noted against the Member's name by the General Manager.

14.4 A Member who has been suspended, or whose Membership has been cancelled, shall forthwith comply with a demand for the return of his Membership Certificate by the General Manager-in the case of cancellation. Such Certificate shall, however, be returned to him in the case of suspension after the relevant period of suspension has elapsed.

Delete clause

14.6 Notice of the cancellation or suspension of a Member may be given at the discretion of the National Executive by letter or by way of advertisement.

Delete clause

15.1 A Member may resign by submitting his resignation in writing to the General Manager. The General Manager shall refer the notice of resignation to the Branch Executive which shall accept the resignation by not later than the second Branch Executive Meeting held after receipt of such notice of resignation: Provided that the Branch Executive shall not accept the resignation where an Inquiry into the conduct of such Member is in progress or is to be held: Provided further that a Member who has resigned shall be liable in full for his current financial year's Membership fees and levies.

A Member may resign by submitting his resignation in writing to the General Manager. The General Manager shall refer the notice of resignation to the Branch Executive which shall accept the resignation by not later than the second Branch Executive Meeting held after receipt of such notice of resignation Provided further that a Member who has resigned shall be liable in full for his current financial year's Membership fees and levies.

16.2.1 Branch representation on the National Executive to be calculated as follows:

16.2.1.1 A Branch with less than 150 members shall be represented by 1 Natex member;

A Branch with less than 150 members shall be represented by 2 Natex members;

16.2.1.2 A Branch with a membership of 150 and more but less than 300 members shall be represented by 2 Natex members;

A Branch with a membership of 150 and more but less than 300 members shall be represented by 3 Natex members;

16.2.1.3 A Branch with a membership of 300 and more but less than 450 members shall be represented by 3 Natex members;

A Branch with a membership of 300 or more members shall be represented by 4 Natex members;

16.2.1.4 A Branch with a membership of 450 and more shall be represented by 4 Natex members;

Delete clause

17.1 Each incoming National Executive shall elect from among its members a President and Vice-President, each of whom shall hold office until either:-

Each incoming National Executive shall elect from among its members a President and Vice-President in a verifiable but discreet manner, each of whom shall hold office until either:

17.6 NOTICE OF MEETINGS

The National Executive shall, unless otherwise decided upon good cause by the President, meet at least once during every financial year and the provisions of the Constitution relating to General Meetings shall apply *mutatis mutandis* to Meetings of the National Executive, save and except that a Meeting of the National Executive shall be convened on not less than fourteen days written notice: Provided that, with the consent in writing of all the members of the National Executive, a Meeting may be convened on less than fourteen days notice. The said consent may be given at the Meeting which is convened on such shorter notice.

The National Executive shall, unless otherwise decided upon good cause by the President, meet at least once during every financial year and the provisions of the Constitution relating to General Meetings shall apply *mutatis mutandis* to Meetings of the National Executive, save and except that a Meeting of the National Executive shall be convened on not less than fourteen days written or emailed notice: Provided that, with the consent in writing of all the members of the National Executive, a Meeting may be convened on less than fourteen days' notice. The said consent may be given at the Meeting which is convened on such shorter notice.

- 18.5 appoint executive officers and signing officers. The signing officers shall be the President, Vice-President and such other members of the National Executive as may be appointed by it, any one of whom, together with the General Manager, shall have the right to sign all cheques or electronic payments including payment authorisations and documents on behalf of the Institute. The National Executive shall have the right to delegate the signing of cheques or electronic payments including payment authorisations and documents to persons who are not members of the National Executive;

appoint executive officers and signing officers. The signing officers shall be the President, Vice-President and such other members of the National Executive as may be appointed by it, any one of whom, together with the General Manager, shall have the right to approve all payments on behalf of the Institute. The National Executive shall have the right to delegate the processing of electronic payments including payment authorisations and documents to persons who are not members of the National Executive;

- 18.10 fix the registration fees, annual subscriptions and any other fees or levies payable by Members from time to time, and the times for the payment thereof;

fix the annual subscriptions and any other fees or levies payable by Members from time to time, and the times for the payment thereof;

- 18.12 frame a recommended tariff of fees and other allowances for valuation services from time to time;

Delete clause

- 18.18 cause all money received by the Institute to be deposited to the credit of an account or accounts with a registered commercial bank or building society in the name of the Institute:-

cause all money received by the Institute to be deposited to the credit of an account or accounts with a registered commercial bank or financial institution in the name of the Institute:

- 18.18.2 Any funds not immediately required for disbursement may be invested in a savings or similar account with any building society or any other registered deposit-receiving institution approved by the National Executive from time to time.

Any funds not immediately required for disbursement may be invested in a savings or similar account with any financial institution or any other registered deposit-receiving institution approved by the National Executive from time to time.

- 18.19 finance each Branch to such an extent and in such manner as may be determined by the National Executive from time to time;

Delete Clause

- 18.20 prescribe a syllabus and other required qualifications for Student Members and conduct or approve examinations and prescribe conditions for admission of Student Members and Members;

Delete Clause

- 18.21 award bursaries to Student Members selected by the National Executive, on such terms and conditions as it may determine from time to time;

award bursaries to Student Members or Student Members Unemployed selected by the National Executive, on such terms and conditions as it may determine from time to time;

- 19.1 Regulations made or revised by the National Executive in terms of 18 shall become binding on Members and on the Institute fourteen days after copies thereof have been posted to all Members. Non-receipt of such copy by any Member/s shall not invalidate such Regulations.

Regulations made or revised by the National Executive in terms of clause 18 shall become binding on Members and on the Institute fourteen days after copies thereof have been emailed to all Members. Non-receipt of such copy by any Member/s shall not invalidate such Regulations.

- 20.5 At least twenty-one days written notice of such General Meeting shall be given to all Members, and the proposed alteration shall be fully set out in the notice convening such General Meeting.

At least fourteen days emailed notice of such General Meeting shall be given to all Members, and the proposed alteration shall be fully set out in the notice convening such General Meeting.

21.3.6 to establish and administer a fund to be known as the Branch Bursary Fund, which shall be used to grant bursaries to Student Members, and to determine in its discretion the recipients, the amounts, the terms and conditions of, and the manner of application for such bursaries from time to time;

Delete Clause

21.3.7 to control its local affairs, the Branch Bursary Fund, if any, and such finances as are allocated to it by the National Executive;

Delete Clause

21.3.10 to perform the duties enumerated in 18 (save that 18.3 shall be excluded), subject to the substitution of the words 'Branch Executive' for 'National Executive', for 'General Manager', 'Chairman' and 'Vice-Chairman' for 'President' and 'Vice-President' respectively, and 'Branch' for 'Institute';

to perform the duties enumerated in clause 18 (save that clause 18.3 shall be excluded), subject to the substitution of the words 'Branch Executive' for 'National Executive', 'Chairman' and 'Vice-Chairman' for 'President' and 'Vice-President' respectively, and 'Branch' for 'Institute';

21.6.1 If a member of the Branch Executive ceases to act on the Branch Executive, the Branch Executive may appoint a member of the Branch to act in his stead for the remaining period of his office.

Delete clause

22.3.1 A Branch Executive Meeting shall be convened on not less than seven days written notice, accompanied by an Agenda.

A Branch Executive Meeting shall be convened on not less than seven days emailed notice, accompanied by an Agenda.

22.4 VOTING

Decisions of the Branch Executive shall be taken by majority vote of the Branch Executive members present at the meeting and, in the case of an

equality of votes, the Chairman shall have a casting as well as a deliberative vote.

Decisions of the Branch Executive shall be taken by majority vote of the Branch Executive members present at the meeting and, in the case of an equality of votes; the Chairman shall have a casting vote.

23.2 NOTICE OF MEETING

The Branch Annual General Meeting shall be convened on not less than twenty-one days notice by the General Manager, who shall simultaneously furnish Members with an Agenda and a blank form of proxy.

The Branch Annual General Meeting shall be convened on not less than fourteen days' notice by the General Manager, who shall simultaneously furnish Members with an Agenda and a blank form of proxy.

25. BRANCH SPECIAL GENERAL MEETINGS

All Branch Meetings other than the Branch Annual General Meeting shall be "Branch Special Meetings". Branch Special Meetings shall be held and the proceedings thereat determined in accordance with the provisions of 28 and 29, with the substitution of the words 'Branch'; 'Chairman' and 'Branch Executive' for 'Institute', 'President' and 'National Executive' respectively.

Delete clause

26. LOCAL COMMITTEES

26.1 COMPOSITION

Whenever there are ten or more Members in any particular area in any one Branch or if there are less than ten Members and the Branch concerned consents, those Members may elect from amongst themselves a Local Committee for the particular area, to be under the jurisdiction and control of such Branch.

26.2 POWERS

The Local Committee shall have the power to:-

26.2.1 elect a Chairman, Vice-Chairman, Honorary Secretary and Treasurer;

26.2.2 hold Meetings, copies of the Minutes of which shall be furnished regularly to the Branch concerned; and

26.2.3 make Bye-laws for the conduct of the affairs of the Local Committee and its members: Provided that such Bye-laws are not in conflict with this Constitution or the Regulations, and are approved by the Branch.

Delete clause

27.2.1 The Annual General Meeting shall be convened on not less than twenty-one days written notice by the General Manager-, who shall at the same time furnish Members with the Agenda for the Meeting.

The Annual General Meeting shall be convened on not less than fourteen days emailed notice by the General Manager, who shall at the same time furnish Members with the Agenda for the Meeting.

27.2.2 The notice shall be deemed to have been delivered if sent by prepaid post addressed to the Member at his *domicilium* or by email to the address listed for the Member in the membership roll.

The notice shall be deemed to have been delivered if sent by email to the address listed for the Member in the membership roll.

27.3.3 appoint an auditor for the ensuing year, and determine his remuneration;

appoint an auditor for the ensuing year, and approve his remuneration;

27.3.4 confirm the appointment of the members of the National Executive elected for the ensuing year in accordance with the provisions of this Constitution. Casual vacancies in the National Executive shall be filled by appointees in the manner provided in 16.2.3;

confirm the appointment of the members of the National Executive elected for the ensuing year in accordance with the provisions of this Constitution.

27.3.6 in terms of 17.7 direct the new National Executive as the Meeting may deem necessary; and

in terms of clause 17.7 direct the new National Executive as the Meeting may deem necessary; and deal with any other business which the Meeting may deem necessary.

27.3.7 deal with any other business which the Meeting may deem necessary.

Delete clause

29.2 QUORUM

A quorum at any General Meeting of the Institute shall be not less than 15% of the total number of Members of the Institute, or fifteen Members, whichever is the lesser, present in person.

A quorum at any General Meeting of the Institute shall be not less than 15% of the total number of Members of the Institute, or fifteen Members, whichever is the lesser.

- 29.3.1 At all Meetings every Member present in person or by proxy, including the Chairman, shall have a vote and, in the event of an equality of votes, the Chairman shall have a casting vote.

At all Meetings every Member present or by proxy, including the Chairman, shall have a vote and, in the event of an equality of votes, the Chairman shall have a casting vote.

30.3 FINANCES

The funds of the Institute shall be applied solely towards the promotion of its objectives and no part thereof shall be paid to any Member by virtue solely of his Membership: Provided that the National Executive, Branch Executives and Local Committees may reimburse any member of the National Executive or Member for travelling and other expenses and hotel accommodation while attending meetings or performing special duties. Such expenditure shall be paid out of the funds of the Institute.

The funds of the Institute shall be applied solely towards the promotion of its objectives and no part thereof shall be paid to any Member by virtue solely of his Membership: Provided that the National Executive and Branch Executives may reimburse any Member for travelling, hotel accommodation and other expenses while attending meetings or performing special duties. Such expenditure shall be paid out of the funds of the Institute.

30.6 INDEMNITY

Every member of the National Executive, Branch Executive, the General Manager and other officer or servant of the Institute shall be indemnified by the Institute against, and it shall be the duty of the National Executive to pay out of the funds of the Institute, all costs, losses and expenses, including travelling expenses, which any such member, , officer or servant may incur or become liable to pay by reason of any contract entered into or act or deed done by him as such member, , officer or servant or in any way in the discharge of his duties.

Every Member of the National Executive, Branch Executive, the General Manager and other officers of the Institute shall be indemnified by the Institute. It shall be the duty of the National Executive to pay out of the funds of the Institute, all costs, losses and expenses, including travelling expenses, which any such Member or officer may incur or become liable to pay by reason of any contract entered into, act or deed done by him in the discharge of his duties.

30.7 LIABILITY OF NATIONAL EXECUTIVE AND BRANCH EXECUTIVE MEMBERS

No member of the National Executive or Branch Executive shall be liable for the act, receipt, neglect or default of any other member of the National Executive, General Manager, officer or servant or for joining in any receipt or other act of conformity or for loss or expense sustained by the Institute through the insufficiency or deficiency of title to any property acquired by order of the National Executive or Branch Executive for or on behalf of the Institute or for the insufficiency or deficiency of any security in or upon which any of the monies of the Institute shall be invested or for any loss or damage arising from the insolvency or delictual act of any person with whom any monies, securities or effect shall be deposited or for any loss or damage occasioned by any error of judgement or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same is occasioned by his gross negligence or dishonesty.

No Member of the National Executive or Branch Executive shall be liable for the act, receipt, neglect or default of any other Member of the National Executive, General Manager, or officer:

For joining in any receipt or other act of conformity or for loss or expense sustained by the Institute through the insufficiency or deficiency of title to any property acquired by order of the National Executive or Branch Executive.

For or on behalf of the Institute or for the insufficiency or deficiency of any security in or upon which any of the monies of the Institute shall be invested.

Or for any loss or damage arising from the insolvency or delinquent act of any person with whom any monies, securities or effect shall be deposited.

Or for any loss or damage occasioned by any error of judgement or oversight on his part or for any other loss, damage or misfortune whatsoever which shall happen in the execution of the duties of his office or in relation thereto, unless the same is occasioned by his gross negligence or dishonesty.

30.8 COPY OF AMENDMENTS

If any amendments are made to the Constitution from time to time, the General Manager shall submit such amendments to the Receiver of Revenue on behalf of the Institute.

If any amendments are made to the Constitution from time to time, the General Manager on behalf of the Institute shall submit such amendments to the relevant government department as required for a Non-Profit Organisation.

32. SIGNING OF INSTRUMENTS

Save for the signing powers in terms of 18.5, no instrument signed on behalf of the Institute shall be valid and binding unless it is signed by two duly authorised National Executive Members or Branch Executive Members, save and except for negotiable instruments, which may be signed by any two Branch Executive Members.

Save for the signing powers in terms of clause 18.5, no instrument signed on behalf of the Institute shall be valid and binding unless it is signed by two duly authorised National Executive Members or Branch Executive Members.

REGULATIONS

2. MEMBERSHIP CERTIFICATES

2.1 The Membership Certificate issued in terms of clause 7.9 of the Constitution shall note the date of the Member's original admission to Membership, and the cost of such certificate shall be determined by the General Manager—from time to time. In the case of re-admission under clause 15.3 of the Constitution the date of the Member's original admission to Membership shall also be noted.

2.2 A Member who has resigned in terms of clause 15.1, or whose Membership has been cancelled in terms of clause 8.2 or 14.1 of the Constitution, shall be liable for all costs incurred by the Institute in recovering his Membership Certificate and if any such Member fails to return his Membership Certificate, his name, the fact that he is no longer a Member and the reason for the termination of his Membership may be published in The South African Valuer and/or in any other publication of the Institute's choice.

Delete Regulation item

3. FALSE STATEMENTS

Should any applicant knowingly make a false statement in his Membership Application Form, and this be brought to the attention of the National Executive after his admission to Membership, the National Executive shall investigate and deal with the matter in terms of the provisions of clause 9 and/or 12 of the Constitution.

Delete Regulation item

4. ACADEMIC QUALIFICATIONS

The following academic qualifications have been approved in terms of clause 4.1.2, of the Constitution, subject to the applicant being in possession of the necessary practical experience:

4.1 DEGREES

Quantity Surveying

Town Planning

Land Surveying

Civil Engineering or its Degree equivalent

Architecture

Any other property-related Degree in Economic or Mathematical Sciences

BA LLB

B Proc

B Juris

New Zealand Diploma in Urban Valuations

New Zealand Institute of Valuers professional exam

4.2 OTHER QUALIFICATIONS

UNISA PREP II course

Building Society Valuation Examination (new)

National Diploma in Property Valuation (from 1968 where a language was not passed)

National Diploma Property Management (provided that all subjects applicable to Property Valuation Diploma had been passed)

National Diploma Real Estate (Property Valuation)

Rhodesian Institute of Valuers examination (if passed after 1973)

Higher Diploma in Property Economics

Examination of the Incorporated Society of Valuers and Auctioneers

Royal Institution of Chartered Surveyors (general practice division) qualification

BComm or Hons or Post Graduate Degree with major in Business Economics (Property Valuation)

Delete Regulation item

6.9 include the following minimum information in any valuation:-

6.9.1 the full instruction by the principal;

6.9.2 the purpose of the valuation;

6.9.3 the basis of valuation, e.g.:-

6.9.3.1 market value;

6.9.3.2 estimated replacement cost less depreciation; or

6.9.3.3 estimated new replacement cost;

6.9.4 the correct description of the property;

6.9.5 the extent of the subject property; and

6.9.6 the date the valuation was made and the effective date of the valuation.

Delete Regulation item

6.10 where a property to be valued forming part of trustee securities, the valuer must satisfy himself in regard to the provisions of the Trust Deed and call for independent verification from the Trustees that the provisions of the Trust Deed are being adhered to when obtaining instructions to undertake the valuation.

Delete Regulation item

7. CONDUCT CONSTITUTING IMPROPER CONDUCT

A Member who contravenes or fails to comply with any of the provisions of the Act, or the provisions of the Constitution or the Regulations, shall be guilty of improper conduct.

A Member who contravenes or fails to comply with any of the provisions of the Property Valuers Profession Act, 2000 (Act No. 47 of 2000), or the provisions of the Constitution or the Regulations, shall be guilty of improper conduct.

8.1.1 The Branch Executive may appoint a Committee of Preliminary Investigation and such Committee may conduct, or cause to be conducted through the Branch Manager, an investigation in order to establish whether or not *prima facie* evidence of such conduct exists.

Delete Regulation item

8.3 REFERRAL OF COMPLAINT BY GENERAL MANAGER

The General Manager shall, upon receipt of a complaint referred to in Regulation 8.2 refer such complaint to the Branch Executive or the Branch Committee of Preliminary Investigation to determine whether or not such complaint *prima facie* indicates improper conduct by the Member and the Committee of Preliminary Investigation may conduct, or cause to be conducted through the General Manager, such investigations which it may deem necessary.

Delete Regulation item

8.4 NOTICE TO MEMBER

The Committee of Preliminary Investigation shall cause written notice to be served on a Member (hereinafter referred to as "the defendant") by registered

post or by hand whose conduct is the subject of an investigation in terms of Regulation 8.1 or 8.2:-

The General Manager shall cause written notice to be served on a Member (hereinafter referred to as "the defendant") by email whose conduct is the subject of an investigation in terms of Regulation 8.1 or 8.2:

8.5 REFERRAL TO DISCIPLINARY COMMITTEE

If the Committee of Preliminary Investigation is of the opinion that *prima facie* evidence of improper conduct as contemplated in Section 18 of the Act exists, it shall refer the matter to the Disciplinary Committee of the Branch.

Delete Regulation item

8.6 REFERRAL BY DISCIPLINARY COMMITTEE TO COUNCIL

In the event that the matter falls in the ambit of the Act, the Disciplinary Committee shall refer the matter to the Council and shall postpone its own inquiry until such proceedings have been determined.

REFERRAL BY BRANCH EXECUTIVE TO COUNCIL

In the event that the matter falls in the ambit of the Act, the Branch Executive shall refer the matter to the Council and shall postpone its own inquiry until such proceedings have been determined.

8.8 RECOMMENDATION BY DISCIPLINARY COMMITTEE TO HOLD AN INQUIRY

In the event that the matter does not fall within the ambit of the Act, or if the Council refuses to inquire into the matter and the Committee of Preliminary Investigation is of the opinion that *prima facie* evidence of improper conduct exists as contemplated in the Constitution and Regulations, the Disciplinary Committee shall recommend to the Branch Executive that an Inquiry be held in terms of clause 12 of the Constitution.

RECOMMENDATION BY BRANCH EXECUTIVE TO HOLD AN INQUIRY

In the event that the matter does not fall within the ambit of the Act, or if the Council refuses to inquire into the matter and the Branch Executive is of the opinion that *prima facie* evidence of improper conduct exists as contemplated in the Constitution and Regulations, an Inquiry be held in terms of clause 12 of the Constitution.

- 8.10.2 The notice referred to in Regulation 8.10.1 shall be in the form of Schedule 1 to these Regulations and shall be served on the defendant by registered post or by hand.

The notice referred to in Regulation 8.10.1 shall be in the form of Schedule 1 to these Regulations and shall be served on the defendant by email.

- 8.10.3 Any notice given in terms of these Regulations shall be deemed to have been served on the date upon which it was served by hand or sent by registered post to the defendant to his *domicilium citandi et executandi* as stipulated in the Constitution.

Any notice given in terms of these Regulations shall be deemed to have been served on the date upon which it was sent by email.

- 8.23.2 Where the penalty imposed constitutes suspension from being a Member, for a specified period, the Inquiry Committee shall determine the date on which the penalty shall come into effect and communicate such date to the defendant by means of a written notice signed by the General Manager and addressed to the *domicilium citandi et executandi* of the defendant.

Where the penalty imposed constitutes suspension from being a Member, for a specified period, the Inquiry Committee shall determine the date on which the penalty shall come into effect and communicate such date to the defendant by means of an email notice from the General Manager.

- 8.23.3 The parties shall be notified by the General Manager by registered letter of the finding of the Inquiry Committee. The finding of the Inquiry Committee may be notified to Members in The South African Valuer in part or in full, at the discretion of the Branch.

The parties shall be notified by the General Manager by email of the finding of the Inquiry Committee. The finding of the Inquiry Committee may be notified to Members in The South African Valuer in part or in full, at the discretion of the Branch.

- 9.1 With reference to 7.2.6 in considering eligibility for elevation to Fellowship the Branch Executive shall have regard to the number of CET hours obtained by the applicant.

With reference to clause 7.2.6 in considering eligibility for elevation to Fellowship the Branch Executive shall have regard to the number of CPD hours obtained by the applicant.

10. RETIRED MEMBERS

With reference to clause 4.2.5, deregistration with the SACPVP is a requirement.

Delete Regulation item

11. SAIV LOGO

With reference to clause 3.2.12, permission is needed from the General Manager for Members and Members' Companies to use the SAIV logo as laid down in official policies from time to time.

With reference to clause 3.2.12, permission is needed from the General Manager for Members and Members' Companies to use the SAIV logo and crest as laid down in official policies from time to time.

Schedule 1.

Form of Notification

To:.....
.....

You are hereby notified that an inquiry in terms of the Constitution of the South African Institute of Valuers will be held at:

.....
.....
.....
.....

on theday of.....20.....at.....

by the
.....
..

when the following complaint which has been lodged against you will be considered:

.....
.....
.....
.....

You are notified further that you are entitled to appear at such inquiry in person or to be represented by an advocate of the High Court of South Africa or a person duly admitted to practise as an attorney in the Republic, and duly authorised thereto by you, and to produce evidence, to call and examine witnesses on your behalf and to cross-examine other witnesses. Should you desire that your letter dated..... or any further written communication which you may make should constitute your explanation or defence, please notify me to that effect as soon as possible but not later than.....

You are hereby advised that any such communication may be used in evidence at such inquiry.

Should you fail to be present at the inquiry or at the resumption thereof after a postponement, the Institute may consider and deal with the charge in your absence in accordance with the relevant regulations.

A copy of the relevant regulations is enclosed.

Given under the hand of the

.....

this.....day of.....20.....

.....

Signature

Delete Schedule

OTHER AMENDMENTS:

- The word 'clause' was inserted where necessary
- Where necessary, lower case m's were replaced with upper case M's