



CONSTITUTION
of the
SOUTH AFRICAN SPECIAL FORCES ASSOCIATION

2 November 2024

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CONSTITUTION REVISION INFORMATION

Version	Date	Revision Notes
1	7 December 2013	First draft.
2	7 March 2014	Minor changes because of voting during special AGM on 1 Feb 2014.
3	11 November 2014	Minor changes because of electronic voting prior to AGM on 01 Nov 2014: Par 4.2; Par 13.1; Par14.1.6 (addition); Paras 14.4.2, 14.5.2 &14.6.3.2 and Par 16.4.
4	3 September 2016	Revised Constitution to allow and accommodate South African Special Forces Heritage Foundation (SASFHF) and Recce Inc. Revised Management Structure Fig 1.1.
5	1 September 2018	To add the words 'and 7 Med Bn Gp' or 'or 7 Med Bn Gp' to paragraphs 14.1, 14.5 and 14.6. Amendments with respect to the SASFA Merit Award: Para 32.5 – 32.8. Further changes and amendments to the Constitution: Para 30.1.
6	24 August 2019	To include Affiliate Members to pay fees, to vote and to serve on Fort Management Committees, Para 13.1. Full Membership Support Services Class to vote and hold office on National Executive Council: Para 14.5.3.5 and 14.5.3.7. Annual membership fees for certain categories to be free: Para 14.11.3. To make provision for rules for on the internal communication networks: Para 21.2.18.
7	17 June 2021	Total Revision of SASFA Constitution at Special Annual General Meeting. Inputs provided to all SASFA members via Fort Chairpersons. Fort Chairpersons represented Members during the Special Annual General Meeting and provided the required quorum for the Special AGM.
8	2 November 2024	Alignment of SASFA Constitution to SARS Schedule 9 for PBO registration as well as the inclusion of a SASFA Advisory Council to strengthen governance. Annexures 1-6 is omitted and will become part of the SASFA Policy.

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APPROVAL AND PROMULGATION

The amendments to the Constitution of the South African Special Forces Association (SASFA) were formally approved by the Members during the SASFA Annual General Meeting held on 2 November 2024. SASFA hereby officially promulgates the amended constitution, effective as of 2 November 2024.

Position	Name	Date	Signature
President	Dan Lamprecht	4 November 2024	
Chairperson	Chris Serfontein	4 November 2024	
Vice Chairperson	Roy Marais	4 November 2024	

DOCUMENT DISTRIBUTION

To Whom	Format	Serial Number
SASFA Advisory Council	Electronic	1 of 4
SASFA Executive Council	Electronic	2 of 4
SASFA Forts	Electronic	3 of 4
Recce Office	Electronic	4 of 4


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1. INTERPRETATION

1.1 In this constitution, unless the context clearly indicates a contrary intention, the following words and expressions bear the meanings assigned to them and cognate expressions bear corresponding meanings:

1.1.1 “**AC Member**” – a member of the Advisory Council as contemplated in clause 19.3;

1.1.2 “**Advisory Council**” – the Advisory Council of SASFA from time to time, under whose direction the affairs of SASFA is managed;

1.1.3 “**Affiliated Persons**” – includes AC Members, EC Members, Fort Committee Members, office bearers, employees and/or Members of SASFA, and “**Affiliated Person**” means any one of them, as the context requires;

1.1.4 “**Affiliated Entities**” - all such entities subscribing to the Objects and who undertake activities in support of SASFA’s pursuit of the Objects. The Affiliated Entities are –

1.1.4.1 SASFHF;

1.1.4.2 Recce Inc; and

1.1.4.3 the Trust,

and “**Affiliated Entity**” means any one of them, as the context requires;

1.1.5 “**Auditors**” – the auditors of SASFA, from time to time;

1.1.6 “**Commissioner**” – the Commissioner for the South African Revenue Service;

1.1.7 “**Companies Act**” - the Companies Act (Act no. 71 of 2008), as amended;

1.1.8 “**Connected Persons**” – persons as defined in section 1 of the Income Tax Act;

1.1.9 “**Constitution**” - this constitution of SASFA as amended from time to time.

1.1.10 “**Director of Non-Profit Organisations**” – the director of Non-Profit Organisations, designated in terms of section 8 of the Non-Profit Organisations Act;

1.1.11 “**EC Member**” - a member of the Executive Council as contemplated in clause 18.2 below;

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- 1.1.12 **"Electronic Communication"** – the meaning set out in section 1 of the Electronic Communications and Transactions Act, No. 25 of 2002;
- 1.1.13 **"Executive Council"** – the executive committee of the Advisory Council, who manages the day-to-day operational affairs of SASFA under the direction of the Advisory Council;
- 1.1.14 **"Financial Year"** - the period between the first day of March and the last day of February in the following year;
- 1.1.15 **"Fort"** - a regional Member representative body established by Members in a specific geographical location;
- 1.1.16 **"Fort Committee Member"** - a Fort Management Committee Member as contemplated in clauses 11 and 15.10 below;
- 1.1.17 **"Income Tax Act"** – the Income Tax Act (Act no. 58 of 1962, as amended);
- 1.1.18 **"Members"** – those persons and/or entities who have been admitted as members of SASFA and who hold specified rights and obligations in and towards SASFA as contemplated in clause 11;
- 1.1.19 **"Members' Fees"** – such membership fees, subscriptions and/or other charges that SASFA may impose on members at its discretion, from time to time;
- 1.1.20 **"Non-Profit Organisations Act"** – the Non-Profit Organisations Act (Act no. 71 of 1997);
- 1.1.21 **"Non-Profit Organisation"** – a non-profit organisation as defined in the Non-Profit Organisations Act;
- 1.1.22 **"Objects"** – the objects for which the SASFA is established, as stated and set out in clause 8 and Schedule 1;
- 1.1.23 **"Public Benefit Activity"** – a public benefit activity as defined in section 30(1) of the Income Tax Act and listed in Part I of the Ninth Schedule to the Income Tax Act;
- 1.1.24 **"Public Benefit Organisation"** – a public benefit organisation as defined in section 30(1) of the Income Tax Act and approved as such by the Commissioner;
- 1.1.25 **"Republic"** – the Republic of South Africa;
- 1.1.26 **"Recce Inc"** – Recce Inc (Pty) Ltd (registration number: 2015/181828/07), a private company with limited liability, duly incorporated in terms of the Companies Act;

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- 1.1.27 “**SASFA**” - the South African Special Forces Association, a non-profit organisation registered as such in terms of the Non-Profit Organisations Act with registration number: 129-985 NPO;
- 1.1.28 “**SASFHF**” – the South African Special Forces Heritage Foundation NPC (registration number: 2015/299045/08), a non-profit company with limited liability, duly incorporated in terms of the Companies Act;
- 1.1.29 “**Special Forces Community**” – all members of the South African Special Forces Headquarters, Special Forces Units, EMLC, Armaments Corporation of South Africa SOC, Mechem (Pty) Ltd, Council for Scientific and Industrial Research and 7 Medical Battalion Group, from time to time;
- 1.1.30 “**Special Forces Members**” - all persons, of all ranks, whether men or women, who are currently serving in the South African Special Forces or who formerly, from its inception, served in the Special Forces Community, for an uninterrupted period of at least 1 (One) year;
- 1.1.31 “**Trust**” - The Recce Heritage Trust (Master’s reference number: IT002172/2017), an inter vivos trust, duly established in terms of the Trust Property Control Act (Act no 57 of 1988).
- 1.2 In this Constitution, unless the context clearly indicates otherwise –
- 1.2.1 a reference to a "clause" by number refers to a corresponding provision of this Constitution;
- 1.2.2 clause headings are for convenience only and are not to be used in its interpretation;
- 1.2.3 an expression which denotes –
- 1.2.3.1 any gender includes the other genders;
- 1.2.3.2 a natural person includes a juristic person and *vice versa*; and
- 1.2.3.3 the singular includes the plural and *vice versa*;
- 1.2.4 if the due date for performance of any obligation in terms of this Constitution is a day which is not a business day, then (unless otherwise stipulated), the due date for performance of the relevant obligation shall be the immediately succeeding business day;
- 1.2.5 references to a statutory provision include any subordinate legislation made from time to time under that provision and include that provision as modified or re-enacted from time to time;

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- 1.2.6 the rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (ie the *eiusdem generis* rule) shall not apply, and whenever the word "*including*" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;
- 1.2.7 any words or expressions defined in any clause shall, unless the application of any such word or expression is specifically limited to that clause, bear the meaning assigned to such word or expression throughout the whole of this Constitution; and
- 1.2.8 any reference to a notice shall be construed as a reference to a written notice and shall include a notice which is transmitted electronically in a manner and form such that the notice can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.
- 1.3 Any reference in this Constitution to –
- 1.3.1 "**days**" shall be construed as calendar days unless qualified by the word "business", in which instance a "**business day**" will be any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic from time to time;
- 1.3.2 "**law**" means any law of general application, as amended and re-enacted from time to time, and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law;
- 1.3.3 "**writing**" means legible writing and in English and includes printing, typewriting, lithography or any other mechanical process, as well as any Electronic Communication in a manner and a form such that it can conveniently be printed by the recipient within a reasonable time and at a reasonable cost.
- 1.4 The words "**include**" and "**including**" mean "include without limitation" and "including without limitation". The use of the words "include" and "including" followed by a specific example or examples shall not be construed as limiting the meaning of the general wording preceding it.
- 1.5 Unless otherwise provided, defined terms appearing in this Constitution in title case shall be given their meaning as defined, while the same terms appearing in lower case shall be interpreted in accordance with their plain English meaning.
- 1.6 Unless specifically otherwise provided, any number of days prescribed shall be determined by excluding the first and including the last day or, where the last day falls

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on a day that is not a business day, the next succeeding business day.

- 1.7 Where figures are referred to in numerals and in words, and there is any conflict between the two, the words shall prevail, unless the context indicates a contrary intention.
- 1.8 Any reference herein to "**this Constitution**" shall be construed as a reference to this Constitution, as amended from time to time.
- 1.9 The following schedules are attached to this Constitution and form an integral part thereof:
- 1.9.1 Schedule 1: Objects of SASFA;
- 1.9.2 Schedule 2: Membership Categories and Rights;
- 1.9.3 Schedule 3: Members' Fees;
- 1.9.4 Schedule 4: Values, Ethos and Symbols.

2. **NAME OF THE ASSOCIATION**

- 2.1 The Association shall be known as the "**SOUTH AFRICAN SPECIAL FORCES ASSOCIATION**".
- 2.2 The short title of the Association shall be "**SASFA**".

3. **BACKGROUND**

- 3.1 SASFA is an association of persons constituted by an elite collective of individuals that provide the nation with national strategic capability. SASFA is characterised by its patriotism and maintenance of high standards of professional and personal service. In keeping with these traditions of comradeship, and in wishing to continue in the service of their country, former and serving members of the South African Special Forces and Special Forces Community form SASFA.
- 3.2 SASFA is formed to preserve and reinvigorate the South African Special Forces' ethos and traditions of comradeship, respect, acceptance, fraternity and service within the broader South African society, to foster a collective sense of communal responsibility transcending culture, race, language, gender, or creed.
- 3.3 As an association born of the South African Special Forces, SASFA endeavours to honour and respect the service of all military personnel through providing specialised assistance to members and their families, as well as through service to the broader South African society in a perpetuation of a national *esprit de corps*.


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3.4 SASFA is established by former members of the South African Special Forces and organisations rendering services to the South African Special Forces with an express recognition of the diverse backgrounds that mark the founding members of the organisation and the national identity. SASFA explicitly recognises the unique contribution of everyone toward the development of South Africa and fosters mutual respect and camaraderie amongst its members and members of the broader South African society.

3.5 SASFA's purpose, mission and vision are -

3.5.1 Purpose

3.5.1.1 To safeguard and uphold the legacies and traditions of the Special Forces Community, as well as to safeguard and uphold the standards and rules applicable to the previous, current or future issue of any qualification badges or emblems unique to retired Special Forces personnel;

3.5.1.2 To create and maintain a favourable atmosphere where current and retired Special Forces Members enjoy freedom of movement in both the business and social environment within which they exist;

3.5.1.3 To gain advantage for the Special Forces Community within civil society;

3.5.1.4 Where required, assist serving Special Forces Members intending to leave the service to successfully integrate into civil society; and

3.5.1.5 To remember and maintain the proud history, standards, traditions and the legacy of the Special Forces Community and to remember and honour fallen comrades.

3.5.2 Vision

SASFA's vision is to establish and lead a dynamic band of Special Forces Members into the future by fostering camaraderie, unity and inspiring an *esprit de corps* whilst it cares for the greater needs of the Special Forces Community ("to be the ultimate Special Forces Brotherhood"), their families and civil society.

3.5.3 Mission

3.5.3.1 SASFA's mission is to create legally formalised organised structures to foster healthy opportunities for interaction between former serving Special Forces Members, their families and civil society, and to maintain the history, unique capabilities, legacy and comradeship of the Special Forces Community.

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The mission is defined in a threefold approach -

- 3.5.3.2.1 to **connect** Special Forces Members around the globe;
 - 3.5.3.2.2 to **protect** the integrity of the Special Forces Community;
 - 3.5.3.2.3 to **care** for the wellbeing of Special Forces Members.
- 3.6 Members share and live by the values and ethos set out in Schedule 4.

4. **LEGAL STATUS**

- 4.1 SASFA is a body corporate with perpetual succession and the capacity to acquire rights and to incur obligations independently of its Members.
- 4.2 All assets (whether immovable or movable or tangible or intangible) of SASFA shall be held or be registered in the name of SASFA as a separate legal entity and body corporate.

5. **REGISTRATIONS**

The Advisory Council shall ensure that SASFA procures and maintains the following registrations, official designations and/or recognitions –

- 5.1 that of a Public Benefit Organisation;
- 5.2 that of a Non-Profit Organisation; and
- 5.3 recognition as a Military Veterans Association in terms of the Military Veteran's Act (Act no. 18 of 2011).

6. **LIMITED LIABILITY**

No Affiliated Person shall, solely by reason of being such a person, be liable for any liabilities, obligations or duties of SASFA.

7. **NON-PROFIT ORGANISATION**

Notwithstanding anything to the contrary contained herein -

- 7.1 SASFA is not formed and does not exist for the purpose of carrying on any business that has for its object the acquisition of gain by SASFA or any individual Affiliated Person;

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- 7.2 all activities related to the Objects shall be carried on in a non-profit manner;
- 7.3 all assets of SASFA shall be applied solely for investment and for the promotion and advancement of the Objects;
- 7.4 SASFA shall not, directly or indirectly, donate, distribute or pay any portion of its income or transfer any of its assets, regardless as to how the income or assets were derived, to any person who is or was an Affiliated Person, except -
- 7.4.1 as reasonable –
- 7.4.1.1 remuneration for goods delivered to, or at the direction of SASFA; or
- 7.4.1.2 compensation for services rendered to SASFA; or
- 7.4.1.3 payment of *bona fide* remuneration as an employee or servant of SASFA; or
- 7.4.1.4 payment of, or reimbursement for, actual expenses incurred to advance the Objects of SASFA; or
- 7.4.1.5 payment of an amount due and payable by SASFA in terms of a *bona fide* agreement between SASFA and the person; or
- 7.4.1.6 payment in respect of any rights of that person, to the extent that such rights are administered by SASFA, to advance the Objects; or
- 7.4.2 in respect of any legal obligation binding on SASFA.

8. **OBJECTS**

The Objects for which SASFA are established are set out in Schedule 1 of this Constitution.

9. **POWERS OF SASFA**

Subject to any restrictions, limitations and qualifications in clause 10 below, SASFA has all of the legal powers and capacity of an individual for purposes of carrying out and advancing the Objects, including the power to engage others (whether as employees or as independent contractors) to provide services and/or goods (including management services) and -

- 9.1 to purchase or acquire, in any way, plant, machinery, land, buildings, agencies, shares, debentures and every other kind or description of movable and immovable property;
- 9.2 to own, purchase and otherwise acquire movable or immovable assets, to sell, rent or let it, to mortgage it, to take or use it as security and/or expropriate or sell it in any other way and in general enter into any legal action with regard to it with the proviso that

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SASFA will not carry on any profit making activities or participate in any business, profession or occupation carried on by any of its Members, or provide any financial assistance, premises, continuous services, or facilities to its Members for the purpose of carrying on any business, profession or occupation by them, and with the further proviso that the Association does not have the power to carry on any business, including ordinary trading operations in the commercial sense, speculative transactions, dividend stripping activities as well as the letting of property on a systematic or regular basis;

- 9.3 to improve, develop, manage, insure, sell, lease, sub-divide, consolidate, mortgage, dispose of, give in exchange, work, develop, build on, improve, turn to account or in any way otherwise deal with its undertaking or all or any part of its property and assets;
- 9.4 to acquire and register any patent rights, licenses, trademarks, concessions or other rights and to deal with and alienate them;
- 9.5 to secure the payment of moneys borrowed in any manner including the mortgaging and pledging of property and, without detracting from the generality thereof, by the issue of any kind of debenture stock, with or without security;
- 9.6 invest or employ in such a manner as SASFA shall deem it, such funds which are not immediately required by SASFA;
- 9.7 lend money or other assets to such persons and on such terms and conditions as SASFA may deem fit, either with or without security;
- 9.8 secure the payment of money or the performance of any obligation of SASFA in such manner as SASFA may deem fit, and by the execution of mortgage bonds and/or pledges or otherwise charged upon the whole or any part of SASFA's immovable and movable property;
- 9.9 accept donations, gifts, legacies, bequests and benefits of any nature or kind whatsoever;
- 9.10 appoint or dismiss any officials, agents and employees and to determine and pay their remuneration;
- 9.11 to open and operate banking accounts and to overdraw such accounts;
- 9.12 to make, draw, issue, execute, accept, endorse and discount promissory notes, bills of exchange and any other kind of negotiable or transferable instruments;
- 9.13 to enter indemnities, guarantees and sureties and to secure payment thereunder in any way;

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- 9.14 to transfer, sell, cede or donate to any similar non-profit organisations any monies, assets or rights or interest in respect of any property, whether movable or immovable;
- 9.15 to take part in the management, supervision and control of the business or operations of any other company with the same or similar objects than the Objects;
- 9.16 to remunerate any person or persons in cash, for services rendered in the advancement of the Objects;
- 9.17 to make donations;
- 9.18 to form or establish any trust in terms of the Trust Properties Control Act (Act no. 57 of 1984);
- 9.19 to register with any national department or provincial department as defined in the Public Service Act (Act 103 of 1994);
- 9.20 to act as principals, agents, contractors or trustees;
- 9.21 to enter contracts outside the Republic and to execute any contracts, deeds and documents in any foreign country;
- 9.22 to sue or be sued in its own name and to be so represented in mediation and arbitration proceedings and in courts of law;
- 9.23 to associate and/or affiliate with any other non-profit organisation having similar objects than the Object;
- 9.24 bring or defend any actions or other legal proceedings in a court of law, or to refer to arbitration any matter or thing in dispute, subject;
- 9.25 appoint sub-committees to investigate, report on and promote matters referred to them and to revoke any such appointments;
- 9.26 publish and distribute to members reports of proceedings and activities of SASFA and to publish and circulate literature for the enlightenment of the members of the public;
- 9.27 to amend the terms and conditions of this Constitution;
- 9.28 borrow and take up money and enter loans of any kind, and where necessary, to provide security in this regard;
- 9.29 determine membership fees;
- 9.30 remunerate persons for services rendered to SASFA;

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- 9.31 indemnify office-bearers and officials for any damages or loss incurred by them in the course of their duties;
- 9.32 compile a budget annually with a view to the funding of SASFA;
- 9.33 conduct any lawful business solely for the furtherance of the Objects;
- 9.34 generally, do all such acts and things as are incidental to the attainment of the Objects.

10. **LIMITATION, RESTRICTION AND QUALIFICATION OF SASFA'S POWERS**

The legal powers and capacity of SASFA are, however, restricted, limited and qualified as follows -

- 10.1 SASFA must comply with such conditions as may be prescribed by way of regulation issued by the Minister of Finance to ensure that its activities and resources are directed in furtherance of the Objects;
- 10.2 SASFA is required to have at least 3 (Three) persons, who are not Connected Persons in relation to each other, to accept the fiduciary responsibility for it and no single person may directly or indirectly control the decision-making powers relating to SASFA;
- 10.3 SASFA is prohibited from directly or indirectly distributing any of its funds to any person (otherwise than while undertaking any activities related to the Objects), and is required to utilise its funds solely for the Objects;
- 10.4 SASFA is prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation about the tax deductibility thereof in terms of section 18A of the Income Tax Act;
- 10.5 SASFA is prohibited from accepting any donation from a donor if such donor imposes conditions which could enable it or any Connected Person in relation to such donor to derive some direct or indirect benefit from the application of such donation;
- 10.6 SASFA is required to submit to the Commissioner and, to the extent that SASFA is registered in terms of the Non-Profit Organisations Act as a non-profit organisation, to the Director of Non-Profit Organisations, a copy of any amendments to this Constitution;
- 10.7 SASFA may not pay any remuneration, as defined in the Fourth Schedule of the Income Tax Act, to any employee, office bearer or other person which, in terms of section 30(3)(d) of the Income Tax Act, is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered and may not economically benefit any person in a manner which is not consistent with the Objects;

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10.8 SASFA must comply with such reporting requirements as may be determined by the Commissioner;

10.9 SASFA may not use any of its resources directly or indirectly to support, advance or oppose any political party.

11. **MEMBERS AND MEMBERSHIP**

11.1 The Members of SASFA shall be such natural persons as the Executive Council shall admit to membership, in accordance with the provisions of this clause 11.

11.2 Applicants who apply for membership in the manner prescribed by the Executive Council from time to time, and who -

11.2.1 submit proof to the satisfaction of the Executive Council of their eligibility (in terms of the Member eligibility requirements set out in Schedule 2 of this Constitution) to be admitted as Members of SASFA; and

subscribe to the Objects of SASFA, shall be eligible for membership in 1 (One) of the following membership categories –

11.2.1.1 Life membership; or

11.2.1.2 Honorary membership; or

11.2.1.3 Full membership: Operators class; or

11.2.1.4 Full membership: Support Services class; or

11.2.1.5 Full membership: Civilian class; or

11.2.1.6 Affiliated membership; or

11.2.1.7 Friends of SASFA,

("the Membership Categories").

11.3 The Executive Council shall, upon admission of an applicant to membership, award membership to the applicant in the appropriate Membership Category.

11.4 Admission to membership shall be in the sole and absolute discretion of the Executive Council, which may either admit or refuse to admit any applicant as a Member without furnishing reasons, therefore.

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- 11.5 The Executive Council may impose conditions upon membership as it may from time to time in its sole discretion deem fit, including but not limited to, the payment of Members' Fees as set out in Schedule 3 to this Constitution. In fixing such Members' Fees, the Executive Council may differentiate between voting and non-voting members (if applicable) respectively.
- 11.6 A decision of the Executive Council to accept any applicant to become a Member shall be made by resolution of the Executive Council having the concurrence of not less than 75% (Seventy Five Percent) of the voting rights that may be exercised on the Executive Council.
- 11.7 The rights and privileges attaching to membership shall be personal to the Member and shall not be capable of cession, assignment, transfer or transmission by the Member's own act.
- 11.8 The Executive Council may from time to time, if deemed appropriate, admit as Members direct family, friends, patrons, trustees and/or other honorary office bearers and assign such functions to their offices as the Executive Council may determine, including the right to attend general meetings and speak thereat, but the appointees shall not have any voting rights thereat.

12. REGISTER OF MEMBERS

- 12.1 The Executive Council shall keep a register of all the Members of SASFA from time to time ("**the Membership Register**") at such place and in the manner specified by the Executive Council.
- 12.2 The Executive Council must enter in the Membership Register –
- 12.2.1 under which Membership Category the Member has been admitted;
- 12.2.2 the name, address and email address of a Member, which shall constitute the *domicilium citandi et executandi* of that Member for purposes of clause 27.2 below;
- 12.2.3 the region wherein the Member is domiciled;
- 12.2.4 the date that a Member was entered in the Membership Register as a Member;
- 12.2.5 the date that a Member ceased being a Member; and
- 12.2.6 any such other information as the Executive Council deems necessary and/or required.
- 12.3 The Membership Register shall be open for inspection by the Members during normal business hours, subject to any reasonable restrictions from time to time imposed by the Executive Council.

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13. **TERMINATION OF MEMBERSHIP AND/OR OTHER MEMBERSHIP RIGHTS**

- 13.1 A Member's membership shall not be transferable.
- 13.2 A Member may resign by written notice to SASFA, whereupon the Member's name shall be removed from the Membership Register. Such resignation shall not absolve nor relieve the resigning Member from paying any outstanding Members' Fees to SASFA, or fulfilling any outstanding or unfulfilled liabilities, obligations or duties to SASFA.
- 13.3 A Member's membership shall terminate automatically under the following circumstances -
- 13.3.1 if the Member no longer qualifies for membership under any of the Membership Categories;
- 13.3.2 if the majority of the voting rights that may be exercised on the Advisory Council resolves that the Member's membership be terminated;
- 13.3.3 upon the death of a Member;
- 13.3.4 if a Member fails to act in accordance with the Objects or if the majority of the voting rights that may be exercised on the Advisory Council has resolved that the Member has acted in a manner that brings SASFA, or any of its Affiliated Entities in disrepute;
- 13.3.5 if a Member fails to comply with any provision of this Constitution and persist in such failure for a period of 30 (Thirty) days after receipt of a written notice from the Executive Council requesting the Member to comply with the provision concerned;
- 13.3.6 if the Member commits any form of misconduct as stated in any of SASFA's codes of conduct or applicable policies.
- 13.4 A Member whose membership has been terminated shall be liable for all Members' Fees and/or any other amounts or sums that may at the date of termination of membership be due to SASFA and shall not be entitled to retain any badges or insignias of SASFA or any company or organization affiliated to SASFA, or to any refund of any Members' Fees, or monies already paid nor have any claim against SASFA or any Affiliated Persons, SASFA's property or its funds.
- 13.5 The Executive Council shall be entitled, in its discretion, to prohibit any Member to access SASFA's electronic communication system(s), namely Hanna - Hanna, SF Chat and/or Reccenet, should the Member contravene any of the provisions of this



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Constitution or conduct himself or herself in such a manner that it is detrimental or prejudicial to the image or reputation of SASFA or brings SASFA into disrepute.

14. **LIABILITY OF MEMBERS**

No liability shall attach to any Member of SASFA other than in respect of his or her unpaid Members' Fees and/or any other money he or she may be owing to SASFA.

15. **MEMBERS MEETINGS**

15.1 **Requirement to Hold Meetings**

15.1.1 The annual general meeting of SASFA must be held each year, provided that not more than 15 (Fifteen) months shall lapse between the date of one annual general meeting and that of the next annual general meeting.

15.1.2 All other general meetings of SASFA may be held at any time if called for by at least 10% (Ten Percent) of the voting Members of SASFA.

15.1.3 All general meetings, other than annual general meetings, shall be called special general meetings.

15.1.4 Annual general meetings and special general meetings shall be held at such time and place as the Executive Council shall appoint in the Republic and may be in-person, by way of Electronic Communication or hybrid in nature.

15.2 **Notice of Members Meetings**

SASFA must deliver a notice of each Members meeting in the prescribed manner and form to all the Members at least 10 (Ten) business days before the meeting is to begin.

15.3 **Business to be transacted at Members Meetings**

15.3.1 Each annual general meeting shall provide for at least the following business to be transacted –

15.3.1.1 the presentation of the current Chairperson of the Executive Council's report;

15.3.1.2 the election and confirmation of the following SASFA office bearers:

15.3.1.2.1 the President;

15.3.1.2.2 the Executive Council Chairperson;

15.3.1.2.3 the Executive Council Vice-Chairperson;

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- 15.3.1.3 the presentation of SASFA's audited annual financial statements for the immediately preceding financial year;
- 15.3.1.4 the appointment of an auditor for SASFA for the following financial year;
- 15.3.1.5 any general business including awards and commendations; and
- 15.3.1.6 any other matter raised by a Member and which the Executive Council has determined shall be considered by the annual general meeting ("**Additional Matter**").
- 15.3.2 The SASFA office bearers, namely the President, Executive Council Chairperson, and Executive Council Vice-Chairperson, will be appointed for a term of 3 (Three) years and may only serve 2 (Two) consecutive terms.
- 15.3.3 Notice by a Member of any Additional Matter shall be in writing and shall be given to the Executive Council (which shall include by way of Electronic Communication) not less than 14 (Fourteen) business days prior to the annual general meeting.
- 15.3.4 The Executive Council shall circulate the business to be transacted during the annual general meeting to the Members (which shall include by way of Electronic Communication) no less than 10 (Ten) business days prior to the annual general meeting.
- 15.4 **Quorum for Members Meetings**
- 15.4.1 A Members meeting may not begin until either –
- 15.4.1.1 sufficient persons are present at the meeting to exercise, in aggregate, at least 33% (Thirty Three Percent) of all the voting rights that are entitled to be exercised in respect of at least one matter to be decided at the meeting; or
- 15.4.1.2 at least the following persons are present at the meeting –
- 15.4.1.2.1 the President; and
- 15.4.1.2.2 all the members of the Executive Council; and
- 15.4.1.2.3 at least 2 (Two) other Members that are entitled to exercise voting rights in respect of at least one matter to be decided at the meeting.
- 15.4.2 A matter to be decided at a Members meeting may not begin to be considered unless a quorum as prescribed in clause 15.4.1 above is present at the time the matter is called on the agenda.

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- 15.4.3 A Member shall not be entitled to exercise his or her right to vote at an annual general meeting or any special general meeting of SASFA if any Members' Fees or any other amount as at the end of the month immediately preceding the month in which the annual general meeting or special general meeting is held, is due and owed by such Member to SASFA.
- 15.4.4 If, within half an hour after the appointed time for a meeting to begin, a quorum in terms of either clause 15.4.1.1 or 15.4.1.2 has not been established for that meeting to begin -
- 15.4.4.1 the meeting is postponed for 1 (One) week without motion, vote or further notice;
- 15.4.4.2 if the meeting is convened upon requisition of Members, it shall be dissolved;
- 15.4.4.3 if the meeting is for consideration of a particular matter and there is other business on the agenda of the meeting, consideration of that matter may be postponed to a later time in the meeting without motion or vote; or
- 15.4.4.4 if there is no other business on the agenda of the meeting, the meeting is adjourned for 1 (One) week, without motion or vote.
- 15.4.5 The person intended to preside at a meeting that cannot begin due to the operation of clause 15.4.1 may extend the half an hour limit allowed in clause 15.4.4 for a reasonable period on the grounds that -
- 15.4.5.1 exceptional circumstances affecting weather, transportation or electronic communication have generally impeded or are generally impeding the ability of Members to be present at the meeting; or
- 15.4.5.2 one or more Members, having been delayed, have communicated an intention to attend the meeting, and those Members, together with others in attendance, would satisfy the requirements of clause 15.4.1.
- 15.4.6 SASFA is not required to give further notice of a meeting that is postponed or adjourned in terms of clause 15.4.4, unless the location for the meeting is different from -
- 15.4.6.1 the location of the postponed or adjourned meeting; or
- 15.4.6.2 a location announced at the time of adjournment, in the case of an adjourned meeting.
- 15.4.7 If, at the time appointed in terms of this clause for a postponed meeting to begin, or for an adjourned meeting to resume, and the requirements of either clause 15.4.1.1

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or clause 15.4.1.2 has not been satisfied, the Members present in person or by proxy will be deemed to constitute a quorum.

15.5 **Adjournment of Members Meetings**

The maximum period allowable for an adjournment of a Members meeting is 21 (Twenty-One) days after the date of the meeting.

15.6 **Members' Meetings by Electronic Communication**

15.6.1 SASFA may conduct a Members meeting entirely by Electronic Communication. Accordingly -

15.6.1.1 any Members' meeting may be conducted entirely by Electronic Communication; or

15.6.1.2 one or more Members may participate by Electronic Communication in all or part of any Members' meeting that is being held in person,

so long as the Electronic Communication employed ordinarily enables all persons participating in that meeting to communicate concurrently with each other and without an intermediary, and to participate reasonably effectively in the meeting.

15.6.2 Any notice of any meeting of Members at which it will be possible for Members to participate by way of Electronic Communication shall inform Members of the ability to so participate and shall provide any necessary information to enable Members or their proxies to access the available medium or means of Electronic Communication, provided that such access shall be at the expense of the Members or proxy concerned.

15.7 **Members Resolutions**

15.7.1 For an ordinary resolution to be adopted by Members at a Members meeting, it must be supported by more than 50% (Fifty Percent) of the voting rights exercised on the resolution.

15.7.2 For a special resolution to be adopted at a Members meeting, it must be supported by at least 75% (Seventy Five Percent) of the voting rights exercised on the resolution.

15.7.3 A special resolution is required to:

15.7.3.1 amend the Constitution if it is proposed by the Executive Council and is adopted at a Members meeting; and

15.7.3.2 approve the dissolution or winding up of SASFA;

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15.7.4 A special resolution adopted at a Members' meeting is not required for any other matter to be determined by SASFA.

15.7.5 Resolutions adopted at annual general meetings of Members –

15.7.5.1 must be dated and sequentially numbered; and

15.7.5.2 are effective as of the date of the resolution, unless any resolution states otherwise.

15.8 **Voting**

At every general meeting, on a show of hands or, by electronic communication, every Member with a voting right, present in person or, by electronic communication or, by proxy, shall have 1 (One) vote only and on a poll every Member with a voting right, present in person or, by electronic communication or by proxy, shall be entitled to 1 (One) vote.

15.9 **Proceedings at Members Meetings**

15.9.1 The chairperson of the Executive Council shall preside as chairperson at every Members meeting.

15.9.2 If there is no such chairperson, or if at any meeting he is not present within 15 (Fifteen) minutes after the time appointed for holding the meeting or is unwilling to act as chairperson, the President will act as chairperson.

15.9.3 A resolution put to the vote shall be decided on a show of hands or, by electronic communication or, by proxy, unless a poll is (before or on the declaration of the result of the show of hands) demanded by any person entitled to vote at the meeting. No poll shall, however, be demanded on the election of the chairperson of the meeting or on any question of adjournment. Unless a poll is demanded, a declaration by the chairperson of the meeting that a resolution have, on a show of hands or, by electronic communication or, by proxy, been carried or carried unanimously or by a particular majority or negatived and an entry to that effect in the minute book shall be conclusive of the fact without proof of the number or proportion of votes recorded in favour of or against such resolution.

15.9.4 If a poll is demanded-

15.9.4.1 the poll shall be taken in such a manner and at such time as the chairperson of the meeting shall direct;

15.9.4.2 the chairperson of the meeting shall be entitled to appoint scrutinisers to declare the result of the poll;

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15.9.4.3 no notice of a poll other than an announcement at the meeting at which it is demanded, shall be required;

15.9.4.4 the demand for a poll shall not prevent the continuation of the meeting for the transaction of any business other than the question on which the poll has been demanded:

15.9.4.5 a demand for a poll may be withdrawn; and

the result of a poll shall be deemed to be the resolution of the meeting on any question on which the poll is taken.

15.9.5 In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place, or at which the poll is demanded, shall be entitled to a second or casting vote.

15.9.6 Every resolution and every amended resolution proposed for adoption by a Members meeting shall be seconded at the meetings and if not so seconded, shall be deemed not to have been proposed.

15.9.7 Unless any Member present in person or, by electronic communication or, by proxy, at a Members meeting shall, before closure of the meeting, have objected to any declaration made by the chairperson of the meeting as to the result of any voting at the meeting, whether by show of hand or otherwise, or to the propriety or validity of the procedure at such meetings, such declaration by the chairperson shall be deemed to be a true and correct statement of the voting and the meeting shall in all respects be deemed to have been properly and validly constituted and conducted and an entry in the minutes to the effect that any motion has been carried or defeated, with or without a record of the number of votes recorded in favour of or against such motion, shall be conclusive evidence of the votes so recorded.

15.10 **Proxies and Representatives**

15.10.1 Any Member with voting rights may at any time appoint any Member with voting rights as a proxy to –

15.10.1.1 participate in, and speak and vote at, a Members' meeting on behalf of that Member; or

15.10.1.2 give or withhold written consent on behalf of that Member to a decision contemplated in the meeting.

15.10.2 A proxy appointment -

15.10.2.1 must be in writing, dated and signed by the Member; and

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15.10.2.2 remains valid for the general or special meeting concerned

15.10.3 A Member or his proxy must deliver to the Executive Council a copy of the instrument appointing a proxy at least 48 (Forty-Eight) hours before the commencement of the meeting at which the proxy intends to exercise that Member's rights. Unless the instrument appointing a proxy provides otherwise, a Member's proxy may decide, without direction from the Member, whether to exercise or abstain from exercising any voting right of the Member,

15.10.4 A Member's proxy may not delegate the proxy's powers to another person.

15.10.5 Every instrument of proxy shall, as far as circumstances permit, be substantially in the following form -

"I/We __ being a Member Representative of the South African Special Forces Association (SASFA) do hereby appoint _____ or failing him/her _____ or failing him/her, the chairperson of the meeting as my/our proxy to vote or abstain from voting on my/our behalf at the meeting of SASFA to be held at _____ on _____ and at any adjournment thereof as follows:

_____	In favour of	Against	Abstain
Special Resolution 1
Ordinary Resolution 1

(Indicate instruction to proxy by way of a cross in each of the relevant spaces provided above). Except as instructed above or if no instructions are inserted above, my/our proxy may vote as he/she thinks fit.

SIGNED this _____ day of _____ in the year of _____ .

MEMBER REPRESENTATIVE'S SIGNATURE

(Note: A Member Representative entitled to attend, speak and vote is entitled to appoint a proxy to attend, speak and vote in his/her stead)."

16. **FORTS**

16.1 Any 12 (Twelve) or more Members shall be entitled to establish a Fort.

16.2 A Fort shall be managed by a committee comprising of –

16.2.1 a Fort chairperson;

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- 16.2.2 a Fort vice-chairperson;
- 16.2.3 a Fort secretary; and
- 16.2.4 a Fort treasurer,
- as the minimum (“**the Fort Management Committee**”).
- 16.3 Additional members may be elected to the Fort Management Committee to assist with specific functions.
- 16.4 A Fort shall hold an annual general meeting of the Fort each year.
- 16.5 The chairperson of the Fort Management Committee shall preside as chairperson at every meeting of the members of a Fort.
- 16.6 The Fort Management Committee shall be elected by the Members of the Fort at the Fort’s annual general meeting, under the auspices of the SASFA Chairperson.
- 16.7 All the members of the Fort Management Committee shall serve for a period of 3 (Three) years and may only serve 2 (Two) terms, unless the members of the Fort resolve otherwise.
- 16.8 Notice of a Fort annual general meeting (which shall include notice by way of Electronic Communication) shall be given by the Fort Management Committee to all Members of the Fort, stating the time, place and date of the meeting concerned, not less than 21 (Twenty-one) days prior to the date of such meeting.
- 16.9 At every general meeting, on a show of hands or, by electronic communication or, every Member of the Fort with a voting right, present in person shall have 1 (One) vote only.
- 16.10 All resolutions to be adopted by Members of a Fort at an annual general meeting of the Fort must be supported by more than 50% (Fifty Percent) of the voting rights entitled to be exercised on the resolution.
- 16.11 In the case of an equality of votes, the chairperson of the meeting at which the show of hands takes place, shall be entitled to a second or casting vote.
- 16.12 Resolutions adopted at annual general meetings of a Fort –
- 16.12.1 must be dated and sequentially numbered; and
- 16.12.2 are effective as of the date of the resolution, unless any resolution states otherwise.

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17. PRESIDENT

- 17.1 SASFA will have a non-executive national president (“**the President**”), a distinguished person to guide, advise and fulfil a mentorship role within SASFA. The President has voting rights on all issues at all meetings. The President will have Life Membership status, in addition to any other initial membership status.
- 17.2 The President shall serve for a term of 3 (Three) years, subject to an annual review by the Executive Council. The President will be eligible for re-election after expiry of the initial 3 (Three) year term, subject thereto that he or she may only serve 2 (Two) consecutive terms.
- 17.3 The President will be an ex-officio member on the Advisory Council as well as the Executive Council.

18. THE EXECUTIVE COUNCIL

- 18.1 The day-to-day management of the operational affairs of SASFA shall vest in the Executive Council, which shall have full power and authority to perform any act, matter or thing which could or might be performed by SASFA, except such matters as are specifically reserved to be dealt with (if any) by the Advisory Council or the Members in the annual general meeting of the Members.
- 18.2 The Executive Council shall comprise a maximum of the following members –
- 18.2.1 the President;
- 18.2.2 an Executive Council Chairperson;
- 18.2.3 an Executive Council Vice-chairperson;
- 18.2.4 the Fort Chairpersons (ex-officio); and
- 18.2.5 any members co-opted with the purpose to render professional services and/or advice to SASFA.
- 18.3 Co-opted members of the Executive Council shall have no voting rights.
- 18.4 The Executive Council Chairperson, or in his absence the Executive Council Vice-chairperson, shall be entitled to preside over all meetings of the Executive Council. If no chairperson or vice-chairperson is elected, or if at any meeting neither is present or willing to act as chairperson thereof within 10 (Ten) minutes of the time appointed for holding the meeting, the President will be the chairperson of such meeting.

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- 18.5 All Executive Council members shall serve on the Executive Council for a term linked to their election. The Executive Council may extend these terms only on the Members' request through a voting process at the Forts and the SASFA annual general meeting.
- 18.6 A vacancy in the Executive Council shall arise if an Executive Council member –
- 18.6.1 has his or her election or appointment to the office stipulated in clause 18.2 terminated for whatever reason; or
- 18.6.2 has his or her membership of SASFA terminated for whatever reason; or
- 18.6.3 resigns his or her office by notice in writing to the Executive Council Chairperson; or
- 18.6.4 should a vote of no confidence succeed against any member of the Executive Council.
- 18.7 Save as may be provided otherwise herein, the Executive Council may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that the Executive Council shall meet at least 1 (Once) every quarter.
- 18.8 The Executive Council has the power to -
- 18.8.1 establish or support or aid in the establishment and support of SASFA, institutions and trust funds calculated to benefit SASFA, its members, their dependents and civil society;
- 18.8.2 manage the SASFA intellectual property, trademarks, assets and brands through agreements with SASFA Affiliated Entities;
- 18.8.3 plan, approve and coordinate SASFA events, projects and fundraising activities on national and Fort levels;
- 18.8.4 appoint and hold accountable Executive Council members to represent SASFA in the Advisory Council committees to improve operational efficiency and strengthening governance structures and procedures;
- 18.8.5 appoint sub-committees and to delegate such powers thereto as they may determine to ensure good governance structures and procedures;
- 18.8.6 appoint (and at their discretion remove or suspend) such agents, secretaries, officials, clerks and labourers for permanent, temporary, or special services, as they may think fit, or to invest them with such powers as they may deem expedient. To determine their duties and vary their salaries or emoluments;

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- 18.8.7 develop, implement, coordinate and update the SASFA Policy Manual to ensure good governance practices to support the SASFA day-to-day operational affairs;
- 18.8.8 approve, regulate and disallow the formation or closure of Forts;
- 18.8.9 approve and regulate or disallow the formation by Forts of any Club or Institution to be run in conjunction with a Fort;
- 18.8.10 investigate the affairs of any Fort when, in their opinion, such a course seems necessary, or upon a request so to do by the members of such Fort made in General Meeting;
- 18.8.11 consider, approve and administer nominations of Members in the membership categories as stipulated in schedule 2.
- 18.8.12 expel any members guilty of misconduct subject to the outcomes of SASFA disciplinary procedures with Advisory Council oversight;
- 18.8.13 consider and approve nominations of membership to other organisations;
- 18.8.14 deal with stakeholders and the SA Special Forces HQ on matters that may be relevant from time to time;
- 18.8.15 determine the choice of internal communication networks, and to prescribe, administer, change, manage and to apply the rules for conduct of members on the internal communication networks;
- 18.8.16 consider any matter and/or adopt any resolution other than at a meeting and, accordingly, any decision that could be voted on at a meeting of the Executive Council may instead be adopted by the written consent of a majority of the members of the Executive Council, provided that each member of the Executive Council has received notice of the matter to be decided;
- 18.8.17 conduct a meeting entirely by Electronic Communication, or to provide for participation in a meeting by Electronic Communication, provided that the Electronic Communication facility employed ordinarily enables all members of the Executive Council participating in the meeting to communicate concurrently with each other without an intermediary and to participate reasonably effectively in the meeting;
- 18.8.18 determine the manner and form of providing notice of its meetings provided that –
- 18.8.18.1 the notice period for the convening of any meeting of the Executive Council will be at least 7 (Seven) days unless the decision of the Executive Council is required on an urgent basis which justifies a shorter period of notice, in which event the meeting may be called on shorter notice. The decision of the

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chairperson of the Executive Council, or failing the chairperson for any reason, the decision of any 2 (Two) Executive Council Members as to whether a matter should be decided on an urgent basis, and the period of notice to be given, shall be final and binding on the Executive Council;

- 18.8.18.2 an agenda of the matters to be discussed at the meeting shall be given to each Executive Council Member, together with the notice referred to in clause 18.8.18.1;
- 18.8.18.3 no meeting may be held if notice thereof and the agenda therefor is not given in accordance with clauses 18.8.18.1 and 18.8.18.2; and
- 18.8.19 no matter may be discussed at a meeting unless the matter has been expressly included in the agenda given in terms of clause 18.8.18.2; and
- 18.8.20 proceed with a meeting of the Executive Council despite a failure or defect in giving notice of the meeting, and the powers of the Executive Council in respect of the above matters are not limited or restricted by this Constitution.
- 18.9 The quorum requirement for an Executive Council meeting (including an adjourned meeting) to begin, the voting rights at such a meeting, and the requirements for approval of a resolution at such a meeting are as follows -
- 18.9.1 a majority of the Executive Council members must be present at a meeting before a vote may be called at any meeting of the Executive Council;
- 18.9.2 each Executive Council member has 1 (One) vote on a matter before the Executive Council;
- 18.9.3 a majority of the votes cast in favour of a resolution is sufficient to approve that resolution;
- 18.9.4 in the case of a tied vote the Chairperson may cast a deciding vote in addition to any deliberative vote.
- 18.10 Resolutions adopted by the Executive Council -
- 18.10.1 must be dated and sequentially numbered; and
- 18.10.2 are effective as of the date of the resolution, unless any resolution states otherwise.
- 18.11 Any minutes of a meeting, or a resolution, signed by the chairperson of the meeting, or by the chairperson of the next meeting of the Executive Council, are evidence of the proceedings of that meeting, or the adoption of that resolution.

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- 18.12 A Member shall relinquish his or her position as a member of the Executive Council if:
- 18.12.1 He/she resigns his/her office in writing;
- 18.12.2 He/she becomes of unsound mind;
- 18.12.3 He/she is removed from office by a three-fourths majority of votes at an extraordinary meeting, after being allowed to defend himself/herself;
- 18.12.4 He/she ceases to be a member of SASFA;
- 18.12.5 He/she absents himself/herself without leave from three consecutive meetings of the Executive Council;
- 18.12.6 He/she during the tenure as Executive Council member is found guilty of a criminal offence for which a sentence to imprisonment without an option of a fine;
- 18.13 All annual reports of the Executive Council shall be presented to the Members at the annual general meeting.

19. THE ADVISORY COUNCIL

- 19.1 The strategic management and control of the affairs of SASFA shall vest in the Advisory Council, the governing body ensuring accountability, fairness and transparency as stipulated in various RSA Acts and the King IV report.
- 19.2 The Advisory Council shall have full power and authority to do any act, matter or thing which could or might be done by SASFA, except such matters as are specifically reserved to be dealt with by the Members in the annual general meeting of the Members or as duly delegated to the Executive Council included in this Constitution.
- 19.3 The Advisory Council shall comprise a maximum of 6 (Six) members, as follows –
- 19.3.1 The President of SASFA, *ex officio*;
- 19.3.2 The Chairperson of the SASFA Executive Council, *ex officio*;
- 19.3.3 The Vice-chairperson of the SASFA Executive Council, *ex officio*;
- 19.3.4 The Managing Director (MD) of SASFHF, *ex officio*;
- 19.3.5 The Chief Executive Officer (CEO) of Recce Inc, *ex officio*;

("the Ex Officio Members");

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19.3.6 1 (One) member who shall be appointed by the *Ex Officio Members* and who shall be the Chairperson of the Advisory Council.

("the Independent Member").

19.4 The following members may from time-to-time and when the need arises be co-opted and appointed as members of the Advisory Council in an advisory capacity:

19.4.1 The Chairperson of the Trust as an observer to monitoring Trust related matters;

19.4.2 A representative from the South African Special Forces Headquarters as an observer in an advisory capacity; and

19.4.3 Members identified by the Advisory Council to render specific professional services and advice to strengthen the corporate governance requirements of the Advisory Council.

19.5 The Chairperson of the Advisory Council shall be entitled to preside over all meetings of the Advisory Council, or in his absence the SASFA President, shall be entitled to preside over all meetings of the Advisory Council.

19.6 All the *Ex Officio Members* shall serve on the Advisory Council for the terms linked to their respective appointments within SASFA, SASFHF and Recce Inc. The Independent Member and chairperson of the Advisory Council will be appointed for 2 (Two) years and may serve a maximum of 2 (Two) terms.

19.7 All *Ex Officio*, Independent and co-opted members of the Advisory Council shall be fit and proper persons, declare possible conflicts of interest and confirm the protection of confidential Advisory Council information.

19.8 A vacancy in the Advisory Council shall arise if an *Ex Officio* or Independent Member –

19.8.1 has his or her election or appointment to the office stipulated in clause 19.3 terminated for whatever reason; or

19.8.2 resigns his or her office by notice in writing to the Advisory Council; or

19.8.3 dies or becomes permanently incapacitated.

19.9 Save as may be provided otherwise herein, the Advisory Council may meet for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit, provided that the Advisory Council shall meet at least 1 (Once) every quarter.

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19.10 The Advisory Council has the power to -

- 19.10.1 appoint committees to plan, coordinate and oversee the fiduciary duties of the bearers of SASFA and its Affiliated Entities in support of the SASFA objectives
- 19.10.2 aligning the joint efforts of SASFA and its Affiliated Entities to pursue the Objects while ensuring that the Affiliated Entities maintain their independent status with separate governance structures and will not compromise the independence and non-profit nature of SASFA, while supporting the SASFA objects;
- 19.10.3 consider any matter and/or adopt any resolution other than at a meeting and, accordingly, any decision that could be voted on at a meeting of the Advisory Council may instead be adopted by the written consent of a majority of the members of the Advisory Council, provided that each member of the Advisory Council has received notice of the matter to be decided;
- 19.10.4 conduct a meeting entirely by Electronic Communication, or to provide for participation in a meeting by Electronic Communication, provided that the Electronic Communication facility employed ordinarily enables all members of the Advisory Council participating in the meeting to communicate concurrently with each other without an intermediary and to participate reasonably effectively in the meeting;
- 19.10.5 determine the manner and form of providing notice of its meetings provided that –
- 19.10.5.1 the notice period for the convening of any meeting of the Advisory Council will be at least 7 (Seven) days unless the decision of the Advisory Council is required on an urgent basis which justifies a shorter period of notice, in which event the meeting may be called on shorter notice. The decision of the chairperson of the Advisory Council, or failing the chairperson for any reason, the decision of any 2 (Two) Advisory Council Members as to whether a matter should be decided on an urgent basis, and the period of notice to be given, shall be final and binding on the Advisory Council;
- 19.10.5.2 an agenda of the matters to be discussed at the meeting shall be given to each Advisory Council Member, together with the notice referred to in clause 19.10.5.1;
- 19.10.5.3 no meeting may be held if notice thereof and the agenda therefor is not given in accordance with clauses 19.10.5.1 and 19.10.5.2; and
- 19.10.6 no matter may be discussed at a meeting unless the matter has been expressly included in the agenda given in terms of clause 19.10.4; and
- 19.10.7 proceed with a meeting of the Advisory Council despite a failure or defect in giving notice of the meeting,

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and the powers of the Advisory Council in respect of the above matters are not limited or restricted by this Constitution.

19.11 The quorum requirement for an Advisory Council meeting (including an adjourned meeting) to begin, the voting rights at such a meeting, and the requirements for approval of a resolution at such a meeting are as follows -

19.11.1 a majority of the Advisory Council members must be present at a meeting before a vote may be called at any meeting of the Advisory Council;

19.11.2 each Advisory Council member has 1 (One) vote on a matter before the Advisory Council;

19.11.3 a majority of the votes cast in favour of a resolution is sufficient to approve that resolution;

19.11.4 in the case of a tied vote the chairperson may cast a deciding vote in addition to any deliberative vote.

19.12 Resolutions adopted by the Advisory Council -

19.12.1 must be dated and sequentially numbered; and

19.12.2 are effective as of the date of the resolution, unless any resolution states otherwise.

19.13 Any minutes of a meeting, or a resolution, signed by the chairperson of the meeting, or by the chairperson of the next meeting of the Advisory Council, are evidence of the proceedings of that meeting, or the adoption of that resolution.

20. **FINANCES**

20.1 The financial year end of SASFA shall be 28 February of every year.

20.2 The Annual Accounts of SASFA, as administered by the Executive Council shall be vetted and signed by the Financial Manager, Vice Chairperson and Chairperson and shall be presented to the members at the Annual General Meeting, together with the Auditor's report in respect thereof.

20.3 The SASFA Executive Council appoints the Financial Committee consisting of the SASFA Chairperson, SASFA Financial Manager and Fort Treasurers to ensure good financial governance and practices according to the RSA legislative requirements.

20.4 Public funds donated to SASFA will be managed in a separate Bank Account at the SASFA Headquarters and managed by the SASFA Financial Manager according to the

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requirements and conditions of Section 30 of the Income Tax Act, 1962 (Act no 58 of 1962).

- 20.5 The Executive Council will appoint signatories to operate the Bank Accounts of SASFA. The SASFA Financial Manager and Fort Treasuries manage the respective Bank Accounts with oversight from the Executive Council.
- 20.6 A Bank account (cheque) linked to SASFA Bank Account will be opened by SASFA for each Fort ("**Fort Bank Account**"). Fort signatories will be the Fort chairperson and/or Fort Treasurer / Fort vice chairperson. Each Fort will only have an electronic mandate to operate on their account as the paper mandate for the account will be with SASFA Headquarters. With this control in place SASFA Headquarters can monitor all actions on the Fort accounts. The Fort may apply for a bank debit card to operate on their account.
- 20.7 All transactions will be loaded by 1 (One) of the 2 (Two) signatories and authorised by the other signatory.
- 20.8 Only the signatories of the Fort may authorise any expenditure of monies from the Fort Bank Account. The Executive Council may place a Fort Bank Account under the administration of the Executive Council should any irregularities in the administration of a Fort Bank Account be found.
- 20.9 The expenses incurred by any Executive Council Member or any Fort Committee Member for transportation, accommodation, subsistence, stationery, telephoning, postage or any related expenses in furtherance of the objects and interests of SASFA, may be submitted to the Executive Council for consideration and provided same are reasonable, will be paid by or refunded by SASFA.
- 20.10 No SASFA funds of any sort may be kept in a personal account.
- 20.11 Each Fort needs to keep a record of their financial transactions, utilizing a set of financials that will be provided to SASFA Headquarters at the end of the business financial year or on the request.

21. **LEGAL PROCEEDINGS**

All actions or suits, proceedings at law or any arbitration shall be brought by or against SASFA in the name of SASFA, and the Executive Council shall be entitled to institute or to defend such actions, suits, proceedings or arbitration in its absolute discretion and may authorise any person or persons to act on behalf of SASFA and to sign all such documents and to take all such steps as may be necessary in connection with such proceedings.

22. **ANNUAL AUDIT**

At each annual general meeting an auditor will be appointed to audit the books of SASFA for the coming year.

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23. **EVIDENCE OF RESOLUTIONS**

In the event of a resolution of a meeting being required as evidence for any purpose whatsoever, a copy thereof signed by the chairperson of the Executive Council may be accepted.

24. **INSPECTION OF BOOKS AND ACCOUNTS**

The accounts and minutes of SASFA shall be open to inspection by any Member on application to the Executive Council, whose duty it shall be to produce the same for inspection at all reasonable times.

25. **DISSOLUTION OF SASFA**

25.1 SASFA may only be dissolved or wound up by a resolution passed by at least two-thirds of the Members of SASFA, present in person, at a Special General Meeting duly convened for that purpose.

25.2 Not less than 21 (Twenty-One) days written notice shall be given to each Member of SASFA and the notice convening the Special General Meeting shall clearly state that the question of dissolution or winding up of SASFA will be considered.

25.3 Despite any provision in any law or agreement to the contrary, upon the winding-up or dissolution of SASFA –

25.3.1 no past or present Affiliated Person, or any person appointing such persons, is entitled to any part of the net value of SASFA after its obligations and liabilities have been satisfied; and

25.3.2 the entire net value of SASFA must be distributed to one or more non-profit companies, registered external non-profit companies carrying on activities within the Republic of South Africa, voluntary associations or non-profit trusts –

25.3.2.1 having objects like the Objects; and

25.3.2.2 which are Public Benefit Organisations approved as such in terms of section 30 of the Income Tax Act; or

25.3.2.3 an institution, Executive Council or body which is exempt from tax under section 10(1) (c)(i) of the Income Tax Act; or

25.3.2.4 the government of the Republic of South Africa in the national, provincial or local sphere; or

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25.3.2.5 another entity approved by the Commissioner in terms of section 10(1) (d) (iv) (bb) of the Income Tax Act

as determined -

25.3.2.6 in terms of this Constitution; or

25.3.2.7 by the Members, at or immediately before the time of its dissolution or winding up; or

25.3.2.8 by the court, if no such determination is made in this Constitution or by the Members.

25.3.3 The dissolution of SASFA has no impact on its affiliated entities, SASFHF, Recce Inc or the Recce Heritage Trust.

26. ALTERATION OF THE CONSTITUTION

26.1 This Constitution may be repealed, substituted, amended or added to by resolution of the Members at an annual general meeting or at a special general meeting, provided that at least two-thirds of the Members or Executive Council present and voting at the meeting are cast in favour of the resolution to amend this Constitution.

26.2 Proposed amendments may only be submitted by the Advisory Council, Executive Council or a Fort of SASFA. Amendments submitted by a Fort must have been ratified by the Fort Committee and recorded in the minutes of a monthly committee meeting.

26.3 The purpose of voting on the desirability or otherwise of such alteration provided that written notice of intention to bring a motion for an amendment, giving details of such amendment must be given to the Executive Council at least sixty days prior to the date of such meeting.

27. GENERAL

27.1 A copy of the Constitution shall be available for the inspection of the Members upon application to the Executive Council. Every Member, upon becoming a member of SASFA, shall receive on request a copy this Constitution, or as amended from time to time.

27.2 All notices required to be served on the Members shall be given in writing by prepaid registered post and electronic mail to their *domicilia citandi et executandi* as stated in the Membership Register. Any notice addressed to a Member, if posted by prepaid registered post and electronic mail to the addressee's *domicilium* in terms of this clause, be deemed to have been received by the addressee on the 5 (Fifth) day following the date of such posting and the first day following the date of electronic mailing.

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SCHEDULE 1: OBJECTS OF SASFA

1. SASFA's objects are –

- 1.1. To enhance the image and reputation of SASFA through the internal and external marketing and branding of SASFA;
- 1.2. To maintain and foster friendship, comradeship and good fellowship among its Members internally, and between South African communities externally;
- 1.3. To facilitate relations between Special Forces, official military veterans' structures and SASFA members;
- 1.4. To maintain and further develop the Special Forces' history and heritage, and to publish bulletins, journals or publications or to enter arrangements with existing publishers of journals or publications to disseminate information in the interest of the Special Forces and SASFA;
- 1.5. To oversee, safeguard, and promote the interests and image of SASFA's Members;
- 1.6. To recognise the service of Members, perpetuate the memory of those who have given their lives in the service of Republic of South Africa and to support and safeguard the traditions and culture of the Special Forces through a common spirit of enthusiasm, devotion and honour, by -
 - 1.6.1. providing structures for Members, their dependents, and poor and needy members of their communities to procure counselling, advice, assistance and support;
 - 1.6.2. providing structures for Members and former members of the Special Forces Community, their dependents and members of their communities to access grants to provide for their maintenance and general well-being;
 - 1.6.3. facilitating the integration of different SASFA projects by building capacity or generating income to ensure financial viability and independence in the interest and support of SASFA members and their communities;
 - 1.6.4. exploring opportunities for the continuous education, development, growth and business development of SASFA Members, their dependents, and members of their communities;
 - 1.6.5. facilitating and establishing a global referral network of SASFA Members that share and generate work opportunities in support of one another and create similar opportunities for their dependents and members of their communities.

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To undertake the following activities in pursuing the above objects -

1.7.1. Welfare and humanitarian

- 1.7.1.1. The care or counselling of, or the provision of education programmes relating to, abandoned, abused, neglected, orphaned or homeless children through projects undertaken with orphanages;
- 1.7.1.2. The care of poor and needy persons through the provision of food, shelter and counselling, where more than 90% (Ninety Percent) of those persons to are elderly persons over the age of 60 (sixty);
- 1.7.1.3. The rescue of persons in distress in rural communities due to veld and other fires and drought and provision of care and disaster relief to persons impacted and/or displaced by such disasters in such rural communities;
- 1.7.1.4. Poverty relief in distressed communities through the provision of shelter, food and counselling;
- 1.7.1.5. The procurement of rehabilitative care or counselling of persons addicted to a dependence-forming substance or the provision of preventative and education programmes regarding addiction to dependence-forming substances.
- 1.7.1.6. Protection of safety of members of communities through specific resilience programs;
- 1.7.1.7. The promotion of family stability through the provision of counselling services and/or specific holistic support programs;
- 1.7.1.8. Development of poor and needy communities by the implementation in communities of specific skills transfer, training and development projects.

1.7.2. Healthcare

- 1.7.2.1. The procurement of provision of healthcare services for poor and needy persons through affordable medical programmes for families;
- 1.7.2.2. The care and counselling for persons with severe physical and mental disabilities and/or terminal illness through specific holistic support programs.

1.7.3. Education and development

- 1.7.3.1. Needs-based training for unemployed persons with the purpose of enabling them to obtain employment;
- 1.7.3.2. The provision of educare or early childhood development services for pre-school children;
- 1.7.3.3. Implementing governance, resilience and security training programmes to address governance skills, development and safety and security needs at pre-schools, schools and educational institutions;

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- 1.7.3.4. Educational enrichment, academic support, supplementary tuition or outreach programmes for the poor and needy;
- 1.7.3.5. Training of persons employed in the national, provincial and local spheres of government, for purposes of capacity building in those spheres of government;
- 1.7.3.6. The procurement or promotion of educational programmes with respect to financial literacy, services and products by accredited financial institutions.
- 1.7.4. Conservation and environmental
- 1.7.4.1. Engaging in the conservation, rehabilitation or protection of the natural environment through supporting the conservation of biological diversity and job creation.
- 1.7.4.2. Provide specialised services in the establishment, management and maintenance of biodiversity and security services in Trans frontier areas (involving two or more areas), protected areas, or reserves.
- 1.7.5. Land and housing
- 1.7.5.1. The development, servicing and upgrading of stands, and/or the provision of building materials, for purposes of development and/or upgrading of housing for poor or needy persons whose monthly household income is less than R15 000.00 (Fifteen Thousand Rand) per month.
- 1.7.5.2. Building and equipping of clinics or crèches for the benefit of the poor and needy.

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SCHEDULE 2: MEMBERSHIP CATEGORIES AND RIGHTS

1. LIFE MEMBERSHIP

- 1.1. Life membership may be bestowed upon any Member in recognition of outstanding service to SASFA, the Special Forces community or for other actions or achievements deemed appropriate.
- 1.2. Life membership does not supersede any prior membership category or the voting entitlement of such category.
- 1.3. Life members will be identified by the term "LIFE MEMBER", with the suffix of their applicable member category, indicated as: LIFE MEMBER (Operator or Support Services or Civilian).
- 1.4. Nomination for Life membership may be submitted to the Executive Council by all categories of members according to guidelines set out in the SASFA Policy Manual.
- 1.5. Decision to approve or disapprove Life membership nomination shall be made only by the Executive Council serving at the time of the nomination.
- 1.6. Life members shall be exempt from any future membership fees.
- 1.7. Rights of Life members:
 - 1.7.1. Right to attend any official meeting and/or function of SASFA.
 - 1.7.2. Right to have their voice heard at any official meeting and vote regarding the matter. Participation is actively encouraged in all SASFA activities open to its members.
 - 1.7.3. Right to lodge input, make recommendations, and nominate candidates.
 - 1.7.4. Right to vote on matters at any meeting.
 - 1.7.5. Access to Reccenet, all applicable social media platforms (or any similar medium).
 - 1.7.6. The right to serve on any of the SASFA Management structures.

2. HONORARY MEMBERSHIP

- 2.1. SASFA may invite eminent or distinguished persons to become honorary members of SASFA for a period determinable at the discretion of the Executive Council without the payment of a membership fee.
- 2.2. Honorary membership is open to persons not eligible for full membership, having the interests of the SASFA at heart and who have delivered exceptional contributions towards SASFA.
- 2.3. Honorary members are nominated by any Member submitting the nomination in the prescribed manner as per the SASFA Policy Manual. Acceptance will be processed by the Executive Council.
- 2.4. On acceptance, the Executive Council will award a blazer badge and certificate at the cost of SASFA to the nominated, accepted member to be handed over at a suitable event.
- 2.5. No membership fees will be payable by an Honorary member.

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- 2.6. Contributors to the SASFHF Patron Club 1,000 in the Gold, Platinum and Diamond Class may be considered.
- 2.7. Rights of an Honorary member:
 - 2.7.1. Right to attend any official meeting and/or any function of SASFA.
 - 2.7.2. Right to have their voice heard at any official meeting.
 - 2.7.3. Participation is actively encouraged to participate in all SASFA activities open to its members. (Note that this member has no voting rights)
 - 2.7.4. Access to Reccenet, all applicable social media platforms (or any similar medium).

3. **FULL MEMBERSHIP OPERATORS CLASS**

- 3.1. Full membership "Operators Class" is reserved for persons who have qualified as a Special Forces Operator, except for those who have been discharged from their respective Services or Corps for misconduct.
- 3.2. Applicants apply on prescribed application form and file compelling portfolio of evidence. (See SASFA Policy Manual for details). The decision to approve or disapprove the application for membership of the Full Membership Operators Class, will lie with the Executive Council serving at the time of nomination.
- 3.3. Pursuant to payment of the subscription and membership fee, a blazer badge and certificate will be awarded.
- 3.4. Rights of an Operators Class member:
 - 3.4.1. Right to attend any official meeting and/or function of SASFA.
 - 3.4.2. Right to have their voice heard at any official meeting and vote regarding the matter. Participation is actively encouraged in all SASFA activities open to its members.
 - 3.4.3. Right to lodge motions, recommendations, nominate candidates and vote regarding the matter.
 - 3.4.4. Right to nominate candidates and vote for Executive Council candidates via the existing structures.
 - 3.4.5. Right to nominate and vote for any candidate to fill an Association position or function.
 - 3.4.6. The right to serve on any of the SASFA Management structures.
 - 3.4.7. Access to Reccenet, all applicable social media platforms (or any similar medium).
 - 3.4.8. May be nominated as a Life Member or Honorary Member.

4. **FULL MEMBERSHIP SUPPORT SERVICES CLASS**

- 4.1. Full Membership "Support Services Class" membership is reserved for persons who served honourably in any branch of Special Forces or 7 Med Bn Gp for a period of no less than one (1) year and have shown exceptional dedication to SASFA's purpose and vision.
- 4.2. These candidate nominations will then be forwarded to the paid-up SASFA membership for their inputs prior to a final decision being taken by the Executive Council.
- 4.3. Apply on prescribed application form and file compelling evidence of criteria (See SASFA Policy Manual for details).

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- 4.4. Pursuant to payment of the subscription and membership fee, a blazer badge and certificate will be awarded.
- 4.5. Rights of a Support Services Class member:
- 4.5.1. Right to attend any official meeting and/or function of SASFA.
- 4.5.2. Right to have their voice heard at any official meeting and vote regarding the matter.
- 4.5.3. Participation is actively encouraged in all SASFA activities open to its members.
- 4.5.4. Right to lodge recommendations, nominate candidates and vote regarding the matter.
- 4.5.5. Right to nominate candidates and vote for Executive Council via the existing structures.
- 4.5.6. Right to nominate and vote for any candidate to fill a SASFA position or function.
- 4.5.7. The right to serve on any of the SASFA Management structures.
- 4.5.8. Access to Reccenet, all applicable social media platforms (or any similar medium).
- 4.5.9. May be nominated as an Honorary or Life Member.

5. **FULL MEMBERSHIP CIVILIAN CLASS**

- 5.1. Full Membership "Civilian Class" membership is reserved for persons who served honourably in any branch of Special Forces or 7 Med Bn Gp for a period of no less than one (1) year and have shown exceptional dedication to SASFA's purpose and vision.
- 5.2. Candidate nominations will be forwarded to the paid-up SASFA membership for their inputs prior to a final decision being taken by the Executive Council.
- 5.3. Applicants to apply on prescribed application form and file compelling evidence of criteria. (See SASFA Policy Manual for details).
- 5.4. Pursuant to payment of the subscription and membership fee blazer badge and certificate to be issued.
- 5.5. Rights of Full Civilian Class member:
- 5.5.1. Right to attend any official meeting and/or function of SASFA.
- 5.5.2. Right to have their voice heard at any official meeting and vote regarding the matter.
- 5.5.3. Participation in all SASFA activities available to its members are actively encouraged.
- 5.5.4. Right to lodge recommendations, nominate candidates and vote regarding the matter.
- 5.5.5. Right to nominate candidates for Executive Council (no voting right for this category).
- 5.5.6. Right to nominate and vote for any candidate to fill an Association position or function.
- 5.5.7. The right to serve on any of the SASFA Management structures.
- 5.5.8. Access to Reccenet, all applicable social media platforms (or similar medium).
- 5.5.9. May be nominated as a Life Member or Honorary Member.

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6. AFFILIATED MEMBERSHIP

- 6.1. Serving Special Forces personnel can be considered as “affiliated members” and will pay reduced membership fees. Affiliated members will not be eligible for a SASFA blazer badge until such time that they leave the service and decide to become full members of SASFA. Affiliated members will however not qualify for any of the benefits for veterans as described in the Military Veterans Act. They will have an open invitation to meetings where they will be able to participate in all the activities and may serve on fort management committees.
- 6.2. Rights of an affiliated member:
- 6.2.1. Annual general meetings (AGM). Affiliated members are not entitled to vote at AGMs, or to hold office as a member of SASFA’s Executive Council. They may however be co-opted to serve on SASFA’s national management committee or sub-committees as observers in an advisory role.
- 6.2.2. Fort Management Committee Meetings. Affiliated members are entitled to vote at Fort meetings, and to hold office as a member of the SASFA’s Fort Management Committee.

7. FRIEND OF SASFA

- 7.1. Any person who does not fall into any of the categories of full membership as listed, or entities, may be invited to become a Friend of SASFA. A Friend will not be eligible for membership fees but will have no voting rights or any benefits other than taking part in the event or function.
- 7.2. The Fort Chairman nominates the person or entity identified as a potential friend and submits a motivation to the Executive Council for approval.
- 7.3. Guidelines for becoming a Friend of SASFA:
- 7.3.1. A person or entity well known to a member of SASFA, reputable with clear credentials that will not bring SASFA into ill repute.
- 7.3.2. Has over a time of at least two years demonstrated positive contribution to the cause of SASFA by positively assisting in administrative, logistical, financial matters or participated in SASFA events.
- 7.3.3. Demonstrates beyond reasonable doubt that his / her or the entities’ association with SASFA will be beneficial and not in any shape or manner place SASFA in ill repute.
- 7.4. Rights of a Friend:
- 7.4.1. Friends of SASFA will not be entitled to wear any official SASFA insignia or badges but will receive a certificate of acknowledgement as designed by SASFA and approved by the Executive Council.
- 7.4.2. Friends can be nominated as Honorary members and qualify for the benefits of becoming an honorary member after demonstrating devoted loyalty to SASFA, SASFHF and or Recce Inc for at least 2 years and/or making considerable donation to the wellbeing, Objects and Constitution of SASFA.

8. GENERAL

- 8.1. Members who have been discharged from their respective Services or Corps for misconduct are excluded and cannot become a SASFA member.

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- 8.2. Full and Affiliated membership is permanent, but membership fees are payable annually to enjoy membership rights. Any deviation from the annual membership fees must be justified by the specific Fort and submitted to the Executive Council for consideration.
- 8.3. Every member shall receive such proof of membership as shall from time to time be deemed necessary and/or desirable by the Executive Council.
- 8.4. Membership of SASFA shall entitle a member to all the privileges of SASFA membership as prescribed per Membership Category. Members shall not enjoy any privileges of membership if all subscription and membership fees are not fully paid up.
- 8.5. Members moving to other Forts Geographical Area. This is allowed and the administration thereof is dealt with in the SASFA Policy Manual.

9. **RELATIONSHIP BETWEEN SASFA AND THE SA SPECIAL FORCES**

- 9.1. SASFA's relationship with the Special Forces establishment is an inherent strength and needs to be well managed between the senior leadership of both entities.
- 9.2. The specific relationship manifests in the following:
 - 9.2.1. Situational Awareness. Mutual and continuous exchange of information respecting the boundaries of military, civilian and individual confidentiality.
 - 9.2.2. To uphold the general good reputation of the South African Special Forces Community.
 - 9.2.3. To oversee the integrity over the issuing of proficiency emblems to duly qualified operators. It is the strong stance of SASFA that the Operators Badge should be issued as a qualification and proficiency badge and not an affiliation badge in any form, manner, or nature.
 - 9.2.4. To protect the misuse of the operator's badge or Special Forces unique proficiency badges by any person or body not eligible in doing so.

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SCHEDULE 3: MEMBERS' FEES

1. SUBSCRIPTION FEES

Subscription Fees are paid along with the application in the various categories. Subscription fees are a once-off fee for administration purposes and the issuing of the SASFA blazer badge and certificate. The subscription fee is determined by the Executive Council from time to time and administered by the respective Forts as advised.

2. MEMBERSHIP FEES

- 2.1. First membership fee is paid once an application for membership has been approved and is valid for a set period of 1 (One) year, commencing from 1 March to 28 February of the following year.
- 2.2. Annual membership fees are paid thereafter.
- 2.3. Rights of Members in the respective qualifying categories are indicated in the appropriate class categories in Schedule 2.
- 2.4. Full payment will be done, no matter what time during the year payment is made. In the event of Members experiencing financial difficulties, SASFA will investigate sponsorships to cover their membership fees.
- 2.5. The membership fee is determined by the Executive Council from time to time and administered by the Executive Council and respective Forts as advised.
- 2.6. Members with full membership pay membership fees until the age of 70 years.
- 2.7. The following members are not eligible for membership fee payments:
 - 27.2.1 Life members.
 - 27.2.2 Honorary members.
 - 27.2.3 Members over the age of 70.
 - 27.2.4 Friends of SASFA.
- 2.8. Affiliated members pay a reduced membership fee as determined by the Executive Council from time to time and administered by the Executive Council and respective Forts as advised.

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SCHEDULE 4: VALUES, ETHOS AND SYMBOLS

1. VALUES

SASFA values the specialised and professional nature of Special Forces that developed over time into a proud legacy. SASFA strives and will follow the same level of professionalism demonstrated through its proud history. Therefore, SASFA will share the following lasting beliefs or ideals:

- 1.1. The Principles of Faith. Abide by the infallible Word of God and authentically living and acting according to the guiding principles as depicted in the Word of God.
- 1.2. Community. Foster a spirit of community within SASFA, and amongst all persons and/or entities with which it interacts. Continuously cherish and foster “esprit de corps” or whenever the need arises for members to unite.
- 1.3. Comradeship. Promote camaraderie, unity and inspiring an esprit de corps whilst the care for the greater needs of the members is achieved.
- 1.4. Accountability. Unquestioned and high standards of Leadership and Integrity governing required outcomes with total transparency and the highest level of Corporate Governance.
- 1.5. Responsibility. To take cognisance of the needs of its members in how they choose to serve one another.
- 1.6. Courage. To challenge the “status quo” and the boundaries of conventional knowledge in the quest for constant progress, achievement and ultimate wisdom.
- 1.7. Commitment. To always be honest and forthright to all persons, and to be faithful and loyal towards the principles for which it stands.
- 1.8. A-Political. Despite serving members’ constitutional duty to serve the Government of the day, SASFA will take an a-political stance to party politics.
- 1.9. Mutual Respect. SASFA respects the diversity amongst its members and seeks common ground. We commit to communicate in mutually understandable language at all official gatherings and to publish documents in a mutually understandable language.
- 1.10. Law Abiding. To act responsibly and in good faith, not contravening Laws and upholding the Constitution of South Africa.
- 1.11. Integrity. To be open and transparent in all endeavours.
- 1.12. Security. Some of the South African Special Forces capabilities, and past actions remain sensitive till today, and will be sensitive in future. SASFA and all its members will endeavour to protect these.

2. ETHOS

- 2.1. SASFA is ‘A-political’ in the Association’s understanding that its full-time serving members do serve the government of the day.
- 2.2. SASFA strives to maintain good relations with relevant government departments and their internal structures.
- 2.3. SASFA abides by its values and code of conduct.

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- 2.4. SASFA maintains professional relations with other official veteran organisations.
- 2.5. SASFA ensures that no one abuses the organisation for personal gain.

SASFA recognises the principle of non-discrimination and respects the worth and dignity of all its members.

3. **SYMBOLS**

- 3.1. **SASFA Badge and Colours.** The SASFA badge shall be the Compass Rose in black and white with a silver laurel wreath and crossed daggers. The name SA Special Forces Association is written in a banner encompassing the laurel wreath. The colours of SASFA shall be Black and White. Heraldry states Black and White, however for badge construction, the White maybe Silver.
- 3.2. **Membership Category Badges.** The membership category badges will be instituted being: “Operator”; “Support”; “Civilian”; “Honorary”, “Life Membership” and “Affiliated Member”.
- 3.3. **Badge name and Colours.** The badge, name and colours of SASFA are registered as a trademark.
- 3.4. **Banner.** SASFA shall have a banner according to the National Veterans Organisations’ ceremonial traditions. The banner shall be the SASFA badge and colours mounted on a silver rod as prescribed in the SASFA Policy Manual. Forts may request replicas for the purpose of regional display and official ceremonial use.
- 3.5. **Flags.** SASFA will have ceremonial, parade and parachute display flags. The flags will be the SASFA badge and colours as prescribed in the SASFA Policy Manual. Forts may request replicas of these flags for regional display and ceremonial events.
- 3.6. **Memorial Cross.** SASFA will have a standardised memorial cross representing the South African Special Forces headquarters and units, along with the SASFA badge and colors as prescribed in the SASFA Policy Manual. Replicas of the memorial cross are available at Forts for use during regional ceremonial events.
- 3.7. **SASFA Merit Awards.** SASFA will have association merit awards (AMA) in the medal classes of bronze, silver and gold which will be issued to any FULL members of SASFA who through exemplary action has served the ethos of SASFA since its inception to such an extent that their service deserves special recognition and the gratitude of all within SASFA. The criteria for issuing and wearing of AMAs is prescribed in the SASFA Policy Manual.

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