



THE SHIPPING AND FORWARDING AGENTS' ASSOCIATION OF ZIMBABWE (SFAAZ)

CONSTITUTION

1. NAME AND DOMICILE

The name of the Association shall be THE SHIPPING AND FORWARDING AGENTS' ASSOCIATION OF ZIMBABWE (hereinafter called "the Association").

2. The registered office of the Association is in Harare. The location of this office may be transferred by decision of the Association.

3. INTERPRETATION

Whenever there is any doubt about the interpretation of any article of this Constitution or any bye-law or regulation made in terms of it, or any Tariff or Agreement, the ruling of the Management Board shall be final, PROVIDED THAT if the Management Board of the Association be not assembled and an urgent ruling is required, such urgent ruling may be given by the Board Chairman but shall be subject to review by the Management Board at its first ensuing meeting.

4. AREA OF OPERATION

The Association shall be operative throughout Zimbabwe.

5. OBJECTS

The Association has been formed for the benefit of members and not for gain, and for the promotion of co-operation and understanding between members, and similar aims, and between members and the Government of Zimbabwe, and therefore the purport of the Associations objects shall be generally to further and protect the interests of Shipping, Clearing and Forwarding Agents Association in any manner that appears desirable to the Association. In particular, the objects of the Association shall be:

5.1 To do all such things as may be deemed necessary or expedient to raise the prestige and status of Shipping, Clearing and Forwarding Agents and to ensure that individual members uphold the highest traditions of the profession in giving service to the Public and discharging promptly their obligations as Shipping, Clearing and Forwarding Agents to their Principals and Clients and to Commerce and Industry in Zimbabwe.

5.2 To deal with all matters concerning the welfare of members and to collect and disseminate information on all matters affecting their common and separate interests, including the collection from and dissemination among members of information about the financial standing of clients reported by members to the Association.

5.3 To legislate on any controversial issues referred to the Association by members and all rulings and decisions made by the Association shall be accepted as final by the members concerned.

5.4 To guard against the withdrawal or curtailment of rights and privileges and to make representations of all kinds to any person, Body or Authority, including any Government or Quasi-Government body or Parastatal, on any matter affecting the interests of members.

5.5 To co-operate with, affiliate to, or to exchange information with any other Body having similar objects to the Association.

5.6 To co-operate with, or enlist the aid of, any person, Body or Authority, including any Government or Quasi-Government or Parastatal, to retain, protect and further the interests of members.

5.7 To provide for examinations, awards, prizes and bursaries.

5.8 To frame rules, Regulations, Tariffs, and Agreements for observance by members and to advise or recommend upon the methods to be adopted for the enforcement of the Rules, Regulations, Tariffs and Agreements.

5.9 To frame Rules, Regulations and codes of Ethical Conduct within the framework of the Law of Zimbabwe for observance by the membership of members and to advise or recommend upon the methods to be adopted for the enforcement of these Rules, Regulations and Codes of Ethical Conduct.

5.10 To enter into agreements with Associations having similar objects for the implementation and furthering of the objects of this Association or any subject in the interest of members and to advise or recommend upon the methods to be adopted for the enforcement of Rules, Regulations and Tariffs made under such agreements.

5.11 To take any steps that may be necessary to protect Rules, Regulations, Tariffs and Agreements laid down for or by members.

5.12 TO act as and be the primary channel of information and contact between the Government of Zimbabwe and Shipping, Clearing and Forwarding Agents,

and to negotiate with Government, including any Quasi-Government body or Parastatal, and any Agent or Agents on behalf of members or their clients whenever deemed necessary or expedient.

6. POWERS

In pursuance of the above objects the Association shall have power to do all or any of the following:

6.1 To promote, to draft, or to assist in promoting or drafting any Bill, Ordinance, or other legislative measure calculated to further the above objects for presentation to any Parliament or other Legislative Body or Authority, and to assist in procuring the enactment, promulgation, and enforcement or relative legislation.

6.2 To make representations to any Ministers, Government Officials, any Public Authority, or any other person, relative to the necessity for the enactment of new legislation or for the amendment of any existing legislation, or the issue, repeal, or amendment or regulations, bye-laws, ordinance or rules in any way connected with or incidental to the said Objects.

6.3 To fix, collect from, and to enforce the payment by members of the Association of subscriptions, annual or otherwise, for the purpose of enabling it to carry on any or all of its Objects, with power to vary the amount of subscription payable by different members or classes or members.

6.4 To recruit voluntary workers.

6.5 To invest any monies of the Association not immediately required in such manner as may be determined and to undertake and execute any trust which may seem conducive to the objects of the Association.

6.6 To sell, let, sublet, exchange, surrender, mortgage, charge, dispose of or otherwise deal with and turn to account all or any of the property, movable or immovable, from the time being of the Association wheresoever situate, or property in which the Association has an interest.

6.7 To make gifts and appropriations from any or all of the Association's resources from time to time.

6.8 To institute, conduct, defend and compound legal proceedings.

6.9 To appoint, remunerate and remove employees or agents of the Association.

6.10 To produce or arrange the publication of magazines, booklets, circulators, advertising brochures and material, and/or other documents relating to its objects and to distribute same in any manner and to any person it deems fit, including the sale of same to the general public.

6.11 To borrow, invest, or lend money, or to acquire in any manner whatsoever any property of any kind for the purpose of the Association and to deal with such money and/or property.

6.12 To do all such lawful things as are incidental or conducive to the attainment of the Objects of the Association as may appear to be in the interest of members.

6.13 To insure the assets of the Association.

6.14 To amalgamate, affiliate, or co-operate with, or subscribe to any association, society, corporation or other body in Zimbabwe or outside Zimbabwe, whose objects are in general similar to the objects of the Association.

6.15 To promote any other company or body for the purpose which may seem directly, or indirectly, calculated to benefit the Association.

6.16 To take any action by process of Law or otherwise which the Executive Committee may deem advisable in the interest of members generally and to pay expenses attaching thereto.

6.17 To open and operate branches from time to time.

7. LEGAL STANDING AND LIABILITY

7.1 The Association is a separate legal entity with perpetual succession distinct from its members and is capable of suing and being sued in its own name.

7.2 The liability of members shall at all time be strictly limited to the subscription or levy currently outstanding and any money that may otherwise be owing to the Association, and no more.

7.3 All Officers, Committee members, Servants and Agents of the Association, while acting in the bona fide exercise of their duties shall be fully indemnified by the Association against all loss, costs or expenses consequent upon their acts.

7.4 Should the Association be dissolved any assets remaining after satisfaction of its liabilities shall be given or transferred to any other Association or persona with objects similar to those of this Association and no assets shall be distributed amongst the members or to another person not itself nor for gain.

7.5 The income and property of the Association shall be applied solely towards the promotion and objects of the Association. Any of its profits and gains shall not be distributed to any person and shall be invested for the objects of the Association.

8. MEMBERSHIP

8.1 Membership shall be granted, provided that the applicant obtains the recommendation of one member who would have belonged to the association for

a period of at least two years, and following a General Meeting at which applications shall be ratified by members.

8.1.1 Membership applications shall be reviewed by the Management Board who may approve membership and give full benefits prior to General Meetings.

8.1.2 Each newly ratified member shall attend the next Annual General Meeting following ratification of its membership. Failure by the new member to attend such meeting, without advance apology, shall attract a penalty that the Management Board shall determine.

8.2 Individuals who attain a relevant professional qualification approved by the association may, on application, be admitted to associate membership at the discretion of the Management Board.

8.3 Any persons admitted to Associate Membership shall be entitled to attend general meetings of the association as observers and at their own expense. They may speak on any or all matters discussed but shall not have voting rights nor shall they be counted in a quorum.

8.3.1 Such Associate membership shall be subject to payment of subscriptions and any other fees as may be determined from time to time by the Management Board.

8.4 Membership of the Association shall be open to any partnership or limited liability company who, in the opinion of the Association, carries on business within Zimbabwe as a Shipping, Clearing and/or Forwarding Agent, In-house Clearing Company, Transporter or Bonded Warehouse Operator.

8.5 Membership of the Association is covered nationally; therefore any companies holding more than one office in Zimbabwe are considered members throughout Zimbabwe.

8.6 No applicant for membership, except for honorary members, shall be admitted unless:

8.6.1 He shall have made application in writing for membership at the office of the Association and paid the stipulated application fees as determined from time to time by the national executive committee;

8.6.2 He shall have been elected to membership after due enquiry of members by Management Board;

8.7 Election of every new member shall be notified forthwith by the Management Board to the General Meeting.

8.8 Any Association of Shipping, Clearing and Forwarding Agents situated outside Zimbabwe may be admitted to Associated membership instead of full membership if it so wishes, at the discretion of the Management Board.

8.9 Associations admitted to Associate Membership shall be entitled to attend meetings of all kinds as Observers and at their own expense. They may speak on any or all matters discussed but shall not have voting rights nor shall they be counted in a quorum.

8.10 The Management Board shall prescribe conditions from time to time for eligibility for membership, including payment of subscriptions and the amount thereof, and the methods of becoming a member. The subscriptions are due in advance at the beginning of the period (term) being paid for.

8.11 All members are volunteers and may resign from the Association at any time on giving written notice to the Management Board.

8.12 No member shall have any claim against the Association on its assets for whatever cause.

8.13 Every member is entitled to style itself as a "member of the Shipping and Forwarding Agents' Association of Zimbabwe" and to use the logo of the Association.

8.14 The liability of members to the Association shall be limited to outstanding subscriptions or levies and interest as determined by the Management Board.

8.15 Subject to ratification by members at general meeting, the Management Board may grant honorary membership to individuals who would have made significant contribution to the industry.

8.16 Individuals admitted to honorary membership shall be exempted from paying association subscriptions but they shall be entitled to attend meetings of all kinds at their own expense. They may speak on any or all matters discussed and shall have voting rights and be counted in a quorum.

9. TERMINATION OF MEMBERSHIP

9.1 Membership of, or affiliation to, the Association may be terminated by voluntary resignation or by the liquidation of the member's association.

9.2 Membership or affiliation may also be terminated by a verdict at the Annual General Meeting or other general meeting of the Association on the advice of the Management Board if a member or affiliate fails to carry out the duties imposed on it under this Constitution or acts against the objects of this Association or in the case of failure to comply with financial obligations under the Constitution, provided that such member or affiliate shall be notified in writing seven (7) days prior to such meeting of the complaints against it and shall have the right to address the meeting. The Chairman shall determine from time to time the procedure to be followed in such instances.

9.2.1 If the location and contact details of a member become unknown, it shall be deemed that the seven days notice has been given as per clause 9.2 provided that the written notice is sent to the last known address of the member.

9.3 A member or affiliate shall give three months notice of its resignation as a member or affiliate subject to payment of outstanding subscriptions or affiliation fees on a pro rata basis.

9.4 Membership or affiliation may be suspended by the Management Board if a members or affiliate discredits the Association in any manner, or acts against the spirit of this constitution or any of the association's instruments or by-laws, which suspension shall stand until lifted by the Board or until the following Annual General Meeting unless it is adopted by that meeting, whichever is the earlier.

9.4.1 Pursuant to clause 5.11, and notwithstanding provisions of clause 9.2, Membership or affiliation may be suspended by the Management Board if a member or affiliate fails to carry out the duties imposed on it under this constitution or acts against the objects of this association, which suspension shall stand until lifted by the Board or until the following Annual General Meeting unless the suspension is adopted by that meeting, whichever is the earlier.

9.5 For the purposes of this Clause "member" shall include associate and honorary members.

9.6 Notwithstanding anything provided for in this constitution, membership of the association shall continue **UNLESS** the member has not paid subscription fees for the following year by the end of the last day of the association's financial year, in which case the defaulting member automatically ceases to be a member of the association. If membership ceases in terms of this paragraph, renewal of such membership shall be upon payment of the following year's membership subscription fees and on any other conditions that may be determined by the management board.

9.7 Provisions of clause 9.6 shall not apply to honorary members and corporate affiliate members whose membership duration shall be at the discretion of the association and not dependent on subscription payments.

10. MEETINGS

10.1 Annual General Meetings

10.1.1 Annual General Meetings of the Association shall be held at such time and place as the Management Board may decide (First quarter of year), PROVIDED THAT not less than one meeting shall be held in each calendar year.

10.1.2 The business to be transacted at the Annual General Meeting shall be:

(a) The verification of the Minutes of the previous Annual General Meeting and of any other General Meetings held since;

(b) The consideration of the report by the Board Chairman on the work of the Association during the year, and of the audited financial statement of the Association together with the Auditors' Reports;

(c) The appointment of Secretaries;

(d) The consideration of reports from Committees;

(e) The consideration of Motions of which Notice has been given to members, Committees or the Management Board;

(f) The election of a Board Chairman for the ensuing two years;

(g) The election of a Vice Chairman for the two ensuing years.

(h) The election of Management Board members for the ensuing two years.

10.1.3 Not less than THIRTY (30) days notice of an Annual General Meeting and not less than FOURTEEN (14) days notice of a Special General Meeting shall be given to all members; the notice of a General Meeting shall include an agenda of matters to be discussed.

10.1.4 At all general meetings each member shall have one vote.

10.1.5 No business shall be transacted unless a quorum is present: at the Annual General Meeting and General Meetings of the Association, a quorum shall be TWENTY FIVE PERCENTUM (25%) of the members present in person. If a meeting fails due to lack of quorum notice shall be given of another meeting, which meeting shall not fail for another lack of quorum.

10.1.6 The proceedings of the Association shall not be invalidated by any failure to appoint or any defect in any appointment, election or qualification of any member or the omission to give notice of the meeting to any member.

10.1.7 The office of the Association shall keep minutes of all General meetings and such minutes are to be signed and certified correct by the Board Chairman. The minutes shall be kept at the Association's office where they may be inspected by any member at any time during normal business hours.

10.2 Management Board Meetings

10.2.1 The Management Board shall meet prior to each General Meeting at a date, time and place to be fixed by them.

10.2.2 The Board Chairman, or in his absence the Vice Chairman, shall preside at all meetings of the Management Board, in their absence the meeting shall elect a Chairman.

10.2.3 The Management Board may be called together at any time by the Board Chairman or at the request of at least two members. Notice of such meetings must state the purpose of the meeting.

10.2.4 FIVE (5) delegates shall constitute a quorum for Management Board Meetings save in the case of the Annual General Meeting.

10.2.5 Save as otherwise provided herein, not less than SEVEN (7) days notice of every meeting shall be given to the Management Board.

10.3 Branch Meetings

10.3.1 Each Branch shall convene Branch General Meetings of all members within the Branch not less than THREE (3) times during the year. The Annual General Meeting shall be deemed to constitute one Branch General Meeting.

10.3.2 Each member shall be entitled to one vote at all Branch General meetings.

10.3.3 Branch General Meetings shall be convened at any time on receipt of a notice by the elected branch committee/ branch chairman.

10.3.4 Each branch may elect a Committee, consisting of a Chairman, Vice Chairman and as many members as are considered necessary, to be elected by majority vote at a General Meeting.

10.3.5 Branch Committee Meetings and Branch General Meetings shall be conducted in terms of this Constitution, decisions being taken on a majority vote, the Chairman having a casting as well as a deliberate vote. Notice of meetings and quorum arrangements shall be as set out in this Constitution (see 10.1.5)

10.3.6 Branches will forward to the Association office copies of the Minutes of their meetings.

10.3.7 Each branch will elect a representative to attend General Meeting in Harare.

10.3.8 The term of office of branch committees shall be terminated at the branch Bi-Annual General Meeting which shall be held within three months of the occasion of the National Bi-Annual General Meeting of the Association.

11. MANAGEMENT

11.1 The affairs of the Association shall be managed by the Management Board which shall comprise: Board Chairman, Vice Chairman and eight other members.

11.2 The Board members shall be elected by the Association members at an Annual General Meeting and shall hold office for two years. Retiring Board members shall be eligible for re-election, provided that the Chairman and Vice Chairman shall serve a maximum of two two-year terms each in those positions.

11.2.1 Any vacancies occurring amongst Board members between Annual General Meetings of the Association shall be filled by the Management Board,

and any Board member so co-opted shall hold office until the next Annual General Meeting of the Association.

11.3 To be eligible for election to the Management Board the candidate must have been employed for a continuous period of at least three years by an organization (or organizations) which was/is a member of the association.

11.4 A board member shall vacate his office if he:

11.4.1 Resigns;

11.4.2 Is expelled from office or from the Association;

11.4.3 Dies or becomes incapable of carrying out his duties as an officer by reason of ill health or for any other reason whatsoever which may be determined by the Association;

11.4.4 Retires from active participation in the profession of clearing, forwarding and/or shipping agents, or fails to attend three successive meetings of the Management Board without leave of absence being granted.

11.5 The Management Board shall be responsible for the finances of the Association.

11.6 The Management Board shall cause books of accounts to be maintained recording the income and expenditure, and the assets and liabilities of the Association. Annual accounts shall be presented to the Annual General Meeting of the Association.

11.7 The Management Board may appoint committees to be entrusted with carrying out specific projects and may co-opt members to its own number in case of need.

11.8 The Management Board shall have the power to order implementation of amended rates and tariffs in any particular Branch (es).

11.9 The Management Board may institute, defend or participate in legal proceedings or obtain legal advice on behalf of members and the Association.

11.10 The Management Board may introduce staff training schemes for persons entering the profession and provide for the examination, awards, prizes or bursaries of participants.

11.11 The Management Board may delegate any of its powers to the Chairman or to its other committees.

11.12 Whenever the interpretation of any article of this Constitution or Rule, Regulation or Code of Ethical Conduct is necessary, the decision of the Management Board shall be binding; providing that an appeal against any interpretation may be placed before the next Annual General Meeting or General Meeting for consideration.

12. BOARD CHAIRMAN

12.1 Members shall nominate a Chairman-elect prior to the Annual General Meeting, together with the written consent to his nomination given by the nominee. Only persons actively engaged in the freight forwarding profession may be nominated as Chairman.

12.2 If no nomination is received, the outgoing Chairman shall remain in office, with his written consent, failing which the Management Board shall manage the affairs of the Association pending the election of a Chairman.

12.3 If only one nomination for the Chairmanship is received that nominee shall be elected automatically as Chairman of the Association at the Annual General Meeting.

12.4 If more than one person is nominated for the Chairmanship an election by ballot shall take place at the Annual General Meeting and the person who receives the majority of votes shall be declared the incoming Chairman. He will assume office immediately the Annual General Meeting ends.

12.5 The expenses of the Chairman in attending to the business of the Association shall be a charge upon the funds of the Association if incurred with the approval of the Management Board.

12.6 The Chairman shall preside at all meetings of the Association, or in his absence, the Vice Chairman shall preside.

12.7 The Chairman shall vacate his office automatically if he retires from active participation in the profession of Clearing, Forwarding and/or Shipping Agents, or fails to attend two successive meetings of the Association without leave of absence being granted.

13. VOTING

13.1 Each member shall have ONE (1) vote at all Management Board meetings.

13.2 The Chairman of the Association shall have a deliberate vote, and, if necessary, a casting vote.

13.3 No paid official of the Association shall have a vote except as a member of a Committee appointed pursuant to the provisions of Clause 11.6 hereof.

14. FINANCE

14.1 A member shall pay such entrance fee and subscription, including any late payment penalty and/or interest as shall be prescribed by the Management Board of the Association from time to time.

14.2 In the event that a member's subscriptions are in arrears, such member shall not be entitled to any of the benefits of membership of the Association, but shall continue to remain liable, for the obligations imposed on him; in the event

that such subscription shall be in arrear for a period exceeding three (3) months, he shall be liable for expulsion. Subscriptions shall be in arrears if they are not paid within thirty (30) days from the beginning of a payment term or date of invoice, whichever is the later.

14.3 The Association shall cause proper accounts of all its financial transactions to be kept.

14.4 The Association shall maintain an account at such bank as the Management Board shall determine. Cheques drawn on such account shall be signed by such persons being not less than two (2) in number as the Management Board may from time to time direct. Subscriptions shall be in arrears if they are unpaid within thirty (30) days from the beginning of a payment term or date of invoice, whichever is the later.

14.5 The books of account of the Association shall be kept at the offices of the Association and shall be open for inspection by any member of the Management Board during normal business hours.

14.6 Branch Committees shall keep such accounts and shall make such arrangement regarding control of finance as Branch General Meetings may direct.

15. THE PROPERTY OF THE ASSOCIATION

15.1 The property of the Association shall include all funds and property of every description in the legal possession of, or control of the Association at the time of its constitution or subsequently acquired by collection, gift or other lawful means by the Association.

15.2 The Association shall have power to appoint Trustees to hold trust funds and such other movable property as it may from time to time see fit to entrust to their care. The term "trust funds" means entrusted to the oversight of the Association and funds of the Association entrusted to Trustees. The Association shall appoint not less than TWO (2) Trustees to hold immovable property if acquired by the Association.

15.3 All property of the Association (including funds) shall be subject to the control and direction of the Management Board and in the event of any dispute arising with regard to such property the decision of the Management Board shall be final and binding on all parties concerned, provided always that the conditions under which such property or funds were acquired are duly observed, and further provided always that the Trustees shall not be obliged to carry out any direction not in accordance with the trusts specifically attached to any property held by them.

15.4 No member or past member shall claim ownership of the association's property in whole or in part in that member's individual capacity. All rights of ownership are ceded to the association as a condition of membership. In this paragraph, "member" refers to an individual member of the association or a collection of any number of individual members of the association.

16. AMENDMENTS TO THE CONSTITUTION

Amendments to the Constitution shall require the assent of not less than TWO THIRDS (2/3) of the members of the Association. A resolution for the amendment of the Constitution shall be in the hands of the office of the Association not less than TWENTY EIGHT (28) clear days before the meeting at which the resolution is to be proposed and at least TWENTY ONE (21) clear days notice of such meeting shall be given by the office to all members and shall include notice of the amendment proposed and a brief explanation as to the reason for the proposal.

17. DISSOLUTION

The Association may at any time be dissolved by a resolution passed by a SEVENTY FIVE PERCENTUM (75%) majority decision of those present and voting at a meeting of the Association at which at least TWENTY ONE (21) clear days notice shall have been sent to all members. Such resolution may give instructions for the disposal of any assets held by or in the name of the Association provided that if any property remains after the satisfaction of all debts and liabilities such property shall not be paid or distributed among the members of the Association but shall be given or transferred to such bodies or institutions having objects similar to the objects of the Association as the Association may determine.

18. BYE-LAWS

The Management Board shall have power to make bye-laws for regulating the conduct and affairs of the Association, provided the same are not inconsistent with this Constitution.

19. WAIVER OF RIGHTS

Each member of the Association shall be deemed to have assented to the constitution of the Association for the time being and shall be deemed to have waived any rights of action against the Association and/or any of its Trustees or officers in respect of anything done or omitted to be done under the provisions of the Constitution for the time being of the Association.

20. THE CHIEF EXECUTIVE OFFICER

20.1 The Management Board shall appoint a Chief Executive Officer or any other person by any other name to administer the day-to-day affairs of the association. The person so appointed shall be answerable to the Management Board.

20.2 The CEO shall be responsible for the implementation of the provisions of this constitution.

20.3 The CEO shall be an ex officio member of the Management Board. The CEO shall not be counted for purposes of any quorum and shall have no voting rights in that capacity.
