**Maritime Pilots Association South Africa (MPASA)**

**Clause 1: NAME**

The name shall be Maritime Pilots Association South African

The shortened name is MPASA

**Clause 2: FORMATION**

The Association consists of the South African National Maritime Pilots employed by the Transnet National Ports Authority (TNPA) organization and actively piloting in South African Ports.

**Clause 3: MEMBERSHIP**

3.1 Membership of the Association can be given to any South African Marine pilot actively piloting at a South African port.

3.2 The Executive Committee (EXCO) may determine the conditions and criteria for membership. Applications that do not comply may be refused and membership is not transferable.

3.3 The EXCO must keep a register with names, addresses and details of all the members.

3.4 Membership automatically terminates upon the receipt by the Association of a notification of the death of a natural member or dissolution of an organizational member, and written resignation

3.5 Membership terminates if a member is removed by a resolution of the EXCO. Provided that the member has been given an opportunity to make written or verbal representations at a meeting of the EXCO pertaining to the proposed termination, and the EXCO’s decision to terminate membership was confirmed by a resolution of two-thirds of the members present at the next General Meeting, otherwise it will lapse

**Clause 4: OBJECTIVES**

The Association is a voluntary, apolitical, non-governmental, nonprofit organization with the following objectives:

4.1 To promote the professional and technical interests of South African maritime pilots and pilotage through investigation, information, and representation.

4.2 To promote and maintain proper standards of safe and professional performance of pilotage and associated matters of navigation and management in South African Ports.

4.3 To promote and maintain the standards of training, certification, and operational procedures of pilotage in line with IMO resolutions and international best practices

4.4 To take measures necessary to enhance and protect the status of pilots.

4.5 To participate in Events, Conferences, Conventions or Seminars on the profession.

4.6 To collect and distribute information about the work of its members and about the latest technological innovations in piloting.

4.7 To maintain permanent collaboration with any International or Governmental Organizations in the maritime sector, and to provide specialist opinions if necessary.

**Clause 5: OFFICIAL LANGUAGE**

The official language of the Association is English.

**Clause 6: RESOURCES**

This consists of membership subscriptions, gifts, bequests and various grants from natural and legal persons.

Membership subscriptions shall be paid on behalf of members by Transnet National Ports Authority.

**Clause 7: EXECUTIVE COMMITTEE**

7.1 The Executive Committee (EXCO) shall manage the affairs of the Association in accordance with the resolutions of the members in General Meeting

7.2 A minimum of eight (8) members shall serve on the EXCO, being made up of one senior pilot representative from each South African port. Portfolios shall include the Chairperson, the Vice-Chairperson, the General Secretary, the Vice-Secretary and Treasurer

7.3 All members of the EXCO shall be members of the Association and will be elected by the members at an Annual General meeting

7.4 At least one-half of the members on the EXCO, starting with those who have been in office the longest since their last appointment, shall retire at every AGM. The retirement of members serving for the same period shall be decided by a majority of votes of the members. No EXCO member shall serve more than three consecutive years without a minimum ineligibility period of twelve months

7.5 The EXCO must, as soon as possible appoint someone to fill any vacancy that reduced the number of EXCO members to less than 8. The next AGM must confirm the office of such appointed member, otherwise it will lapse

7.6 The EXCO may co-opt additional non-voting members as it may consider appropriate

7.7 An EXCO member may resign from office in writing. An EXCO member shall be disqualified from office upon termination of membership and becoming incapable by reason of mental illness. A member can be removed from office through a two-thirds resolution of the remaining EXCO members, consisting of not less than six

7.8 The EXCO may delegate any of its powers or functions to a committee or member(s) of the Association provided that; such delegation and conditions are reflected in the minutes for that meeting, at least one EXCO member serves on that committee and the EXCO approves in advance all the expenditure incurred by the committee or member

7.9 An actual, potential, or perceived conflict of interest on the part of any member of the EXCO, on a matter pertaining to the Association, must be disclosed in writing to the EXCO which shall record such conflict of interest in the minutes of its meeting

7.10 The EXCO may regulate its meetings and proceedings as it finds fit and subject to the provisions of Clause 10 and 11 (Meetings of membership)

**Clause 8: FINANCIAL MATTERS**

8.1 The EXCO must open a bank account in the name of the Association with a registered Bank

8.2 Cheques and other documents requiring signature on behalf of the Association shall be signed by at least two persons authorized by the EXCO

8.3 The EXCO must ensure that proper records and books of account which fairly reflect the affairs of the Association are kept, and within six months of its financial year a report is compiled by an independent, duly registered auditor

8.4 The financial year end of the Association shall be the end of February

**Clause 9: LEGAL STATUS**

The Association is a body corporate with its own legal identity, which is separate from its office-bearers and members. The Association will continue to exist even if the members change

**Clause 10:** **ORGANS OF THE ASSOCIATION**

The organs of the Association are:

The Annual General Meetings

Special General Meetings

The correspondence groups as specialized Committees.

**Clause 11: GENERAL MEETING**

11.1 Must be held annually, at a time and location determined by the General Meeting and within 6 months of the Associations financial year-end.

11.2 It considers and decides on any problems brought to it by the Executive Committee.

11.3 The General Secretariat must inform members of the date of the General Meeting at least sixteen (16) weeks before and send them any documents to be considered therein.

11.4 The General Secretariat of the association and the host port are responsible for coordinating the general meeting.

11.5 An Executive committee member that cannot attend must be represented by another member from that port. Nonetheless, this representation must be communicated to the General Secretariat of the Association at least one (1) week before the General Meeting is held.

11.6 The voting procedure used during the General Meeting, except for the elections specified in these Articles of Association, is a vote by show of hands.

11.7 During the General Meeting, decision is made by a simple majority of votes. If the votes are tied, the Chairperson holds the casting vote.

11.8 The General Meeting itself must elect a President.

11.9 The President and/or the General Secretary shall represent SAMPA in all events, conferences, conventions, and seminars. If they are unable to attend, they may nominate a member of SAMPA to represent our association at these events.

11.10 The General Meeting may also elect honorary members or endorse proposals from the General Secretariat or half of the members present, such as:

International pilots or retired Pilots from South Africa.

Other resource persons invited by the Executive Committee, may attend the General Meeting.

11.11 Only members of the Executive Committee may speak during the General Meeting. Other participants may only speak with the express permission of the Chair.

**Clause 12: GENERAL SECRETARY**

12.1 The General Secretary is responsible for the administration of the Association. namely:

• Keeping the Association’s registers and documents up to date.

• Preparing Executive Committee meetings, as well as Ordinary General Meetings.

• Preparing the correspondence groups meetings

• Drawing up the minutes of any meetings.

• Keeping the list of Association members up to date.

• Keeping the Association's correspondence up to date

• Writing reports about Executive Committee meetings if necessary.

12.2 He is elected by the General Meeting and works under the authority of the President to whom he is accountable.

12.3 He may be assisted in his work by any other person whom the President deems necessary and whom he shall appoint to this end.

**Clause 13: CORRESPONDENCE GROUPS AS SPECIALIST COMMITTEES**

Their number and composition are decided by the General Meeting electing their chairpersons.

The quorum required to hold a specialist committee meeting is equal to half its members plus one. Decisions are made by majority voting; if the votes are tied, the Chairperson shall have the casting vote.

**Clause 14: AMENDMENT OF THE ARTICLES**

14.1 No article may be amended, modified or removed or any new article approved without the consent of half (1/2) of the Members attending the General Meeting.

14.2 Any amendment, modification or removal of an article or any new article suggested by the General Secretariat, or a member must be sent to the Secretary General, who shall distribute it to all members at least one week before the General Meeting is held.

**Clause 15: OFFICIAL ARTICLES OF ASSOCIATION**

The approval of at least one executive committee member representing each port is required for these Association Articles.

**Clause 16: SIGNING OF THE ARTICLES OF ASSOCIATION**

Each executive committee member representing Port must give notice of its acceptance of these Articles of the Association by signing a copy thereof, which shall be kept by the General Secretary for this purpose.

**Clause 17: AMMENDMENTS AND DISSOLUTION**

17.1 This constitution may be amended; the name of the Association may be changed, and the Association may be dissolved by resolution of two-thirds of the members present at a General Meeting

17.2 Upon the dissolution of the Association, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amounts members, but shall be transferred by donation to some other non-profit organization which the EXCO considers appropriate, and which has objectives same or similar to the Association

**Clause 18: INDEMNITY**

18.1 Subject to the provisions of any relevant law, members, office-bearers, or appointed delegates of the Association shall be indemnified by the Association for acts done by them in good faith on its behalf

18.2 Subject to the provisions of any relevant law, no member of the association or appointed delegates shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or any loss, damage or expense suffered by the Association, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty or failure to exercise the degree of care, diligence and skill required by law