

FEDERATION OF FUNERAL PROFESSIONALS IN SOUTHERN AFRICA NPC

MEMBERSHIP REGULATIONS

1. Definitions and Interpretation

In these Membership Regulations the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meaning:

- 1.1 **Board** means the Board of Directors of the Federation of Funeral Professionals NPC (“the FFPSA”) from time to time.
- 1.2 **Business Day** means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa. **Day** means, other than a **Business Day**, an ordinary calendar day.
- 1.3 **Code** means the FFPSA Code of Ethics and Professional Conduct Standards, as determined from time to time.
- 1.4 **CPD** means Continuing Professional Development.
- 1.5 **Disciplinary Regulations** means the FFPSA Disciplinary Regulations as determined from time to time.
- 1.6 **Member** means a member of the FFPSA who is entitled to an FFPSA professional designation, subject to the requirements of these Regulations and the relevant designation criteria as determined from time to time.
- 1.7 **Membership** means the approved affiliation (membership) of a person to the FFPSA.
- 1.8 **Membership Regulations (“these Regulations”)** means these Membership Regulations of the FFPSA as determined by the Board, from time to time.
- 1.9 Words importing the masculine gender include the feminine and neuter genders and *vice versa*; the singular includes the plural and *vice versa*; and natural persons include juristic persons, other corporate entities, unincorporated associations of persons and state entities, and *vice versa*;
- 1.10 Any reference to an enactment includes any subordinate legislation made from time to time under that enactment, as may be amended from time to time.
- 1.11 The provisions of these Membership Regulations shall be interpreted in the manner as the provisions of the FFPSA’s Memorandum of Incorporation are interpreted;

2. Membership

- 2.1 The FFPSA shall retain at its registered office a register of FFPSA members as required by section 50 and 106 of the Companies Act 71 of 2008 which register shall be open to inspection as provided for in section 26 of the Companies Act.

- 2.2 The FFPSA shall issue to each member, upon receiving membership, proof of membership in a format determined by the Board, from time to time. Such proof of membership shall remain the property of the FFPSA and shall be returned to the FFPSA upon cancellation or termination of the member's membership.
- 2.3 Upon becoming a member of the FFPSA or upon renewal of membership (as the case may be) every member shall be deemed to have read, understood and agreed to all the rights, duties, responsibilities and other provisions of the FFPSA's Memorandum of Incorporation, these Regulations, the Code, the CPD policy and any other regulations and/or policies of the FFPSA, as determined from time to time.
- 2.4 FFPSA membership shall be personal and non-transferable.
- 2.5 A member may not misrepresent the status of their FFPSA membership to any person or organisation.

3. Members' Voting Rights

The FFPSA shall voting members and non-voting members:

- 3.1 Voting Members shall be Full Members of the FFPSA, in good standing carrying the professional designation(s) of the FFPSA, upon whom full voting rights are conferred in all matters relating to the governance of the FFPSA.
- 3.2 Non-voting members shall include the remainder of the membership body and affiliates of the FFPSA who are not identified in 3.1 above and who do not have voting rights.

4. FFPSA Professional Designations and Membership Categories

- 4.1 The FFPSA shall develop, award and recognise one or more professional designations, upon such requirements and criteria as Board may deem appropriate from time to time. Each member, in good standing, carrying a professional designation of the FFPSA shall be deemed a Full Member for the purposes of voting, as set out in clause 3.1 above.
- 4.2 The FFPSA may develop, award and recognise non-designated membership levels or categories upon such requirements and criteria as Board may deem appropriate from time to time, provided that such non-designated members shall not have voting rights as envisaged in clause 3 above.
- 4.3 The FFPSA may, in the sole discretion of the Board, grant Honorary Life Membership or Retired Member status to a member subject to conditions as determined by the Board, from time to time, provided that such membership shall not have voting rights as envisaged in clause 3 above.

5. Application for Membership, Renewal of Membership and Fees

- 5.1 Each applicant applying for membership shall submit a membership application, in the prescribed format, to the FFPSA for consideration, truthfully disclose all relevant information as requested and pay the required membership fee as determined by the Board, from time to time.

- 5.2 Members are personally responsible for ensuring timely payment of any and all money due to the FFPSA.
- 5.3 A membership application to the FFPSA expressly signifies the applicant's acceptance of the terms and conditions of FFPSA membership (as set out in these Membership Regulations), as determined from time to time, and is deemed to be a legally binding contract.
- 5.4 Once a membership application has been processed and an invoice issued, a member is legally obliged to pay the FFPSA membership fee. The FFPSA has the legal right, as well as an obligation to its members in good standing, to take any and all steps to recover outstanding fees. A member confirms and accepts that, in the event of non-payment of membership fees due to FFPSA, that they may be listed with a credit bureau as a defaulting and/or delinquent payer.
- 5.5 A member (or applicant) acknowledges and agrees that the FFPSA may reject an application for membership or renewal of membership of any applicant, if such member or applicant is or was subject to any of the matters listed in clause 6.1 below.
- 5.6 Membership to the FFPSA is renewable annually. It is the responsibility of the member to ensure that their membership application (re-application) and payment of membership fees are done timeously. Non-payment of membership fees within the prescribed timelines, as determined from time to time, will result in the termination of membership.
- 5.7 The FFPSA's membership year runs from 1 March to 28 February annually.
- 5.8 The FFPSA, its directors, employees, affiliates, officers and agents shall in no way be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from the member's membership to the FFPSA or the exercise of any rights that that FFPSA may have in relation to a member's membership to the FFPSA. By making an application (or renewing their membership) a member expressly indemnify FFPSA, its directors, employees, affiliates, officers and agents against any loss, claim or damage which may be suffered by them or any third party arising in any way from the member's membership or the FFPSA's exercise of any rights that that it may have in relation to a member's membership to the FFPSA.
- 5.9 The membership of a member who failed to timeously apply for annual renewal (in the absence of notification of cancellation of his/her membership) shall be suspended on the first business day following the last day for completion of the annual renewal period, as determined from time to time.
- 5.10 Following such suspension a member shall be granted one month, calculated from the first day of suspension, ("suspension period") to the last day of the relevant month to rectify any outstanding aspect of their annual membership renewal.
- 5.11 The membership of a member who failed to timeously apply for annual membership renewal shall be terminated should such a member fail to rectify any outstanding aspect of their annual renewal as detailed in 5.11 above. Such termination shall be effected on the first business day following the last day of the suspension period.

- 5.12 During the suspension period, as set out in 5.11 above, a suspended member may not use any of the trademarks and/or designations, in whatsoever form, of the FFPSA until such time as he/she has received written confirmation from the FFPSA that his/her suspension has been lifted.
- 5.13 Following a termination of membership an individual is prohibited from using any of the trademarks and/or designations, in whatsoever form, of the FFPSA.
- 5.14 The FFPSA shall have the right to publish, in any media, the names of individuals whose membership has been terminated as a result of their failure to complete the annual renewal process.

6. Termination of Membership

- 6.1 The membership of any FFPSA member may, in accordance with the provisions of the Disciplinary Regulations, be terminated when:
- 6.1.1 he/she is declared insane or incapable of managing his/her affairs by a competent Court; or
 - 6.1.2 any regulatory license, authority or similar designation held by him/her has been revoked, withdrawn or cancelled as a result of his/her incompetence and/or any unacceptable conduct on his/her part affecting his/her status as envisaged in any legislation, regulation or code; or
 - 6.1.3 a disciplinary or appeal tribunal, in terms of the provisions of the Disciplinary Regulations, terminates his/her membership; or
 - 6.1.4 his/her employer terminates his/her employment following a disciplinary hearing for misconduct or incapacity;
 - 6.1.5 a civil judgement is given against him/her for any act or omission containing an element of dishonesty, misrepresentation on his/her part; or
 - 6.1.6 he/she is convicted by a court of criminal justice in South Africa or elsewhere of any criminal offence of which dishonesty is an element, or which is listed in the First Schedule to the Criminal Procedure Act, 51 of 1977, as amended; or
 - 6.1.7 reasonable evidence, in whatsoever form, comes to the knowledge of the FFPSA indicating that any information furnished by the member (applicant) in his/her application for membership in terms of clause 5 of these Regulations, or during his/her renewal of membership, is materially incorrect or untruthful.
- 6.2 In the case of sub-par. 6.1.1 to 6.1.2 and 6.1.4 to 6.1.6 above the member shall be obliged to, as soon after the event as is practically possible, inform FFPSA of such event.
- 6.3 The membership of any member shall be terminated (for record purposes) when he/she personally notifies the FFPSA, in writing, of his/her cancellation of membership.

6.4 The FFPSA shall have the right to publish, in any media, the names of individuals whose membership has been terminated as set out in 6.1 above or clause 8 below.

7. Re-instatement of Membership

7.1 A member who has cancelled his/her membership may request re-instatement of his/her membership at any time during a period of 3 (three) years following the date of such cancellation, provided that such application complies in full with the membership requirements and application processes, as determined from time to time.

7.2 In exceptional cases the Board may consider an application for re-instatement of membership of a member following termination of such past member's membership due to any instance as set out in clause 6.1 or 6.3 above. An application for re-instatement, is not absolute and each application shall be considered on its individual merits guided by the provisions of clause 7.2.1 below.

7.2.1 The Board shall consider an application for reinstatement by a past member, whose membership was terminated, taking into account (but not limited to) the following factors, in order to determine whether such reinstatement would be appropriate under the circumstances:

- (a) the facts and circumstances giving rise to the termination of the member's previous membership;
- (b) where the reason for termination was based on disciplinary grounds (misconduct, or otherwise), the seriousness, frequency (repetitiveness) and broader consequence(s) of any offence(s) committed by the past member;
- (c) any information volunteered by the past member (or another party) on the past member's conduct since the termination of his/her membership;
- (d) the actual or perceived reputational consequence to the FFPSA in the event of the past member's application for reinstatement succeeds or is rejected;
- (e) whether the reinstatement of the past member's membership will be in the best interest of the FFPSA, the public and the industry as a whole; and
- (f) any other factor which the Board, in their discretion, may deem material in their consideration of such reinstatement application.

7.3.2 Should the Board authorise such application for re-instatement such application shall be processed according to membership requirements and application processes, as determined from time to time. In the event that the past member's application is rejected, the Board shall cause the member to be notified accordingly, together with the reasons for such rejection. .

7.3 In addition to the usual membership fee, the Board may determine an additional reinstatement fee as it deems appropriate.

8. CPD

A member shall be obliged to comply with all the CPD requirements determined by the FFPSA from time to time. Failure to comply with the relevant CPD requirements shall be grounds for termination of membership.

9. Trademarks and designations

A member's use of the FFPSA's trademarks, designations, membership titles or indicators ("the marks") shall be done strictly in accordance with the rules for the use of such marks as determined by the FFPSA from time to time. Following the cancellation or the termination of a member's membership, he/she is prohibited from using any of the marks of the FFPSA, in whatsoever form.

10. Representation

No member may, without the express written authorisation of the FFPSA, make any statements, representations or press releases, irrespective of format or platform, on behalf of the FFPSA. A member may not misstate their authority to represent the FFPSA and may not write, speak or act in such a way as to lead another to believe that they are officially representing the FFPSA, unless such member has been duly authorised to do so by an authorised representative of the FFPSA.

11. Continuity

The termination or cancellation of a member's membership shall in no way derogate from or affect the FFPSA's jurisdiction to investigate and determine, in terms of the FFPSA's Code or Disciplinary Regulations as determined from time to time, one or more allegations of misconduct which arose prior to the date the member's membership was terminated or cancelled and which allegation(s) occurred while the member was a member of the FFPSA and have not been discharged or resolved.

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