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## 1 ESTABLISHMENT OF ASSOCIATION

### 1.1 NAME

The name of the Association shall be Sawmilling South Africa, hereinafter referred to as “the Association”. The abbreviated name of the Association shall be “SSA “

Upon formation of the association which shall take place by a majority vote of all parties participating in a general meeting for which 30 days notice shall have been given by mail and suitable press

releases and advertisements to all known sawmillers in the RSA, the first item of business shall be the adoption of what is set out below and proposed to be the Constitution of the Association. Upon adoption and signature then this document shall immediately become the constitution .For the purpose of establishing the eligibility of a participant in the inaugural meeting and the Association to be formed, a sawmiller is defined as any person or entity, who irrespective of other activities undertaken, converts logs into longitudinally sawn square edged boards or cants.

## **1.2 LEGAL STATUS**

**1.2.1** The Association is and shall be an *artificial persona* separate and distinct from its members with capacity to acquire, hold and alienate property and acquire rights and obligations apart from its members in its own name, and shall have perpetual succession regardless of changes in its membership.

**1.2.2** The Association shall be entitled in its own name, to sue or be sued and to initiate or defend any action, arbitration, mediation or other similar proceedings, and the Executive Committee may authorise any person or persons to act on behalf of the Association and to sign all such documents and do all such other things as may be required in connection with any such proceedings.

## **1.3 NON-PROFIT STATUS**

Notwithstanding anything to the contrary, the Association is not formed and shall not exist for the purpose of carrying on any business that has as its object the acquisition of gain. The income and property of the Association shall be applied solely for the promoting of the objects for which the Association is established. No part of the income or property of the Association shall be paid, directly or indirectly, to any of its members provided that nothing herein contained shall prevent the payment in good faith of reasonable remuneration to any officer or servant of the Association or to any member thereof or other person in return for any services rendered to the Association.

# **2 OBJECTS**

The objects of the Association shall be as follows:

**2.1** to promote the interests of all sawmillers big and small in the Republic of South Africa and to create unity of purpose and identity amongst its members;

**2.2** to promote and foster the sawmilling industry for the benefit of its members especially by way of providing a formal voice on behalf of theSawmilling sector in respect of any issue which bears upon the interests of sawmillers individually or collectively;

**2.3** to promote the sustainable growth, development and well-being of the South African sawmilling industry and in particular emergent sawmillers from groups previously disadvantaged;

**2.4** to promote policies and operating practices which support free competition in all spheres of activity and which foster and encourage entrepreneurship and innovation and the development of sustainable standards and codes of conduct and ethics.

**2.5** to promote and encourage education and training in the industry.

**2.6** to collect, analyse, exchange and disseminate information, literature and statistics of whatsoever nature as may be relevant to the needs of its members including an understanding of relevant law.

**2.7** to represent the interests and views of its members to Parliament, Government, Provincial and other Public or Private Bodies and Officials in the Republic of South Africa, and elsewhere, as may be necessary;

**2.8** to seek affiliation or enter into any working agreement or arrangement with any other sawmilling, forestry and other industry bodies already in existence as well as with any organisation or persons having objects similar in whole or in part or closely related to the objects of the Association both locally and internationally;

**2.9** to do all such things as may be necessary, incidental or conducive to the attainment of the above objects or any of them.

## **3 MEMBERSHIP**

### **3.1 ORDINARY MEMBERS**

#### **3.1.1 Qualification for Ordinary Membership**

**3.1.1.1** All Southern African persons (including partnerships, close corporations, associations or corporate bodies) who are *bona fides* sawmillers and whose membership in the opinion of the Executive Committee of the Association would beneficially support and promote the objects of the Association, may apply for Ordinary Membership of the Association. A membership shall be unitary irrespective of the number of sawmilling operations owned or controlled by a member and unrelated to its funding obligations and shall only entitle such member to one vote.

#### **3.1.2 Application for Ordinary Membership**

**3.1.2.1** Applications for Ordinary Membership shall be made in the manner and form from time to time prescribed by the Executive Committee.

**3.1.2.2** An application made in terms of Clause 3.1.2.1 for Ordinary Membership shall be considered by the Executive Committee whose decision shall be final and the applicant advised within 14 ( fourteen ) days.

### **3.2 ASSOCIATE MEMBERS**

**3.2.1** Any person, partnership, close corporation, association or corporate body not being directly engaged in sawmilling and not being eligible to be an Ordinary Member of the Association, shall be eligible for Associate Membership of the Association at the sole discretion of and upon such terms and conditions as may be decided by the Executive Committee, whose decision shall be final.

**3.2.2** An Associate Member shall pay to the Association such fees as the Executive Committee may decide from time to time in respect thereof.

### **3.3 HONORARY LIFE MEMBERS**

On the recommendation of the Executive Committee, the members of the Association at its Annual General Meeting may elect as an Honorary Life Member any person or persons who has rendered meritorious service to the sawmilling industry locally or internationally.

### **3.4 HONORARY MEMBERS**

On the recommendation of the Executive Committee, the members of the Association at its Annual General Meeting may elect as an Honorary Member any person or persons in his or her own right or as representative of any body or bodies, who is or are in sympathy with the aims and objects of the Association.

### **3.5 HONORARY PRESIDENT AND VICE-PRESIDENTS**

On the recommendation of the Executive Committee, the members of the Association at its Annual General Meeting may elect as an Honorary President or Vice-President any person or persons who has rendered meritorious service to the sawmilling industry.

### **3.6 RIGHTS AND DUTIES OF ALL MEMBERS**

**3.6.1** The rights and obligations of members shall be governed by and shall be subject to this Constitution and any regulations issued by the Executive Committee, provided that such rules and regulations shall not conflict with this Constitution.

**3.6.2** A member shall be represented by more than one person who to the satisfaction of the Executive Committee are bona fide stake-holders in the sawmilling undertaking he/she represents

but each principal member shall only be entitled to exercise one vote at any meeting as prescribed by this Constitution.

**3.6.3** On admission as a member, an applicant shall be immediately liable to make all financial contributions prescribed by this Constitution and as may be prescribed by the Executive Committee.

### **3.7 NOTICES**

**3.7.1** Each member shall register its physical and postal address with the Association and shall be required to notify the Association in writing of any change thereof, within a reasonable period but not exceeding 60 days.

**3.7.2** Notices may be given to members either personally or through the post by prepaid letter addressed to such member at its registered address. A notice so given shall be deemed to have been received by the addressee for all purposes on the date when it is given personally or the date of its posting, as the case may be.

**3.7.3** Notices may also be given to members through the medium of facsimile or electronic mail (E-Mail), and shall be deemed to have been given and received on date of despatch.

### **3.8 RESIGNATION OF MEMBERSHIP**

A member may resign from the Association at any time provided that he or she has given at least three month's written notice of its intention to do so. Such member shall be liable to continue to make any monetary contributions in terms of this Constitution up to the end of the financial year in which his or her membership ceases, unless otherwise agreed to in writing by the Executive Committee.

### **3.9 TERMINATION OF MEMBERSHIP**

**3.9.1** Membership of the Association shall terminate upon the occurrence of any of the following:

**3.9.1.1** the resignation of a member in accordance with Clause 3.8;

**3.9.1.2** the expulsion of a member in accordance with Clause 4.1;

**3.9.1.3** a member ceasing to be a Southern African sawmiller;

**3.9.1.4** the final insolvency of a member, or in the case of a company, close-corporation, trust or partnership, upon its final liquidation;

**3.9.1.5** the dissolution of a partnership or the voluntary winding up of a corporate body, close corporation or association;

**3.9.1.6** the death of a member.

**3.9.2** Upon termination of membership, the Association shall be entitled to recover from the former member, or his lawful representative as the case may be, such indebtedness as may have been due by it to the Association at date of such termination.

## **4 DISCIPLINE**

### **4.1 EXPULSION OF MEMBERS**

**4.1.1** The Executive Committee shall be entitled to terminate a member's membership of the Association should the member, in the opinion of such Committee:

**4.1.1.1** breach or fail to comply with this Constitution; or

**4.1.1.2** fail to pay any amount due to the Association within 20 days of written demand therefore sent to such member; or

**4.1.1.3** no longer meet the Association's membership eligibility criteria in terms of this Constitution; or

**4.1.1.4** behave in a manner unbecoming of a member of the Association or prejudicial to the interests or reputation of the Association or the Southern African sawmilling industry or offensive or unbecoming towards any other member of the Association.

**4.1.2** The manner of investigation into an allegation of misconduct made against a member and the procedure to be adopted at any subsequent hearing into such allegation shall be determined by the Executive Committee which shall adjudicate the matter in terms of Clause 4.1.1, provided that such manner of investigation and the procedure to be followed at any resulting hearing shall always be required to meet the standards of fairness required by law and provided further that such member shall be informed in writing at the first opportunity of the allegation made against him or her and shall be afforded an opportunity to be heard in reply at any hearing convened by the Executive Committee or at any subsequent or adjourned hearing of the matter.

**4.1.3** The decision of the Committee shall be final.

### **4.2 EXTERNAL REPRESENTATIONS / CONFIDENTIALITY**

**4.2.1** No member on behalf of the Association shall approach or make representations to the Government, whether National, Provincial or local, or any Government Department, Parliament or other Public or Private Body on any matter of interest to sawmillers generally without first obtaining the written approval of the Executive Committee. This provision shall not preclude any member from approaching any such body on any matter directly affecting such member alone.

**4.2.2** Except when required to do so by law, or with the prior written approval of the Executive Committee, no member shall disclose to any person, entity, organisation, newspaper or other media, any business or information of the Association or any matter occurring at any meeting of the Association, Executive Committee or any Committee thereof which has been classified by the Association as being confidential.

## **5 STRUCTURE OF THE ASSOCIATION**

**5.1** The Association shall be comprised of all its members and shall operate and function in accordance with this Constitution and any rules and regulations as agreed to by its members, and which do not conflict with this Constitution, but subject in any event to this Constitution.

**5.2** An Executive committee of the Association shall be appointed in accordance with Clauses 6.3.1..

## **6 THE EXECUTIVE COMMITTEE**

### **6.1 POWERS**

Subject to the rights of the members at a General Meeting in terms of this Constitution, the management, control and administration of the Association shall vest in the Executive Committee, which shall have the sole power and authority to do anything on behalf of the Association which may reasonably be said to promote the objects of the Association including but not limited to.

**6.1.1** the borrowing or raising of money and investing of monies of the Association;

**6.1.2** the remuneration of any person or company for services rendered to the Association; and

**6.1.3** the making or receiving of appropriate donations. However, the Association 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 with regard to the tax deductibility thereof in terms of Section 18A of the Income Tax Act, 1962 (Act No. 58 of 1962), provided that a donor may not impose conditions which could enable such donor or any connected person in relation to such donor to derive some direct or indirect benefit from the application of such donation.

### **6.2 FUNCTIONS**

**6.2.1** To support and promote the objects of the Association as specified in Clause 2, in a manner which reflects the common interests and consensus of all the members making up the Association.

**6.2.2** To act as the spokesperson on behalf of and in the interests of the members of the Association.

**6.2.3** To determine the financial requirements of the Association and to approve the annual funding budget sufficient to ensure the effective operation of the Association and Sawmilling Industry- based activities that are common to and of benefit to all its members.

**6.2.4** To approve and implement mechanisms to raise funds.

**6.2.5** To receive, debate and decide on actions to be taken arising from proposals referred to the Executive Committee by members.

**6.2.6** To appoint and remunerate employees, consultants, contractors and legal representatives from time to time.

**6.2.7** To appoint sub-committees of the Executive Committee from time to time.

**6.2.8** To report annually on the activities and affairs of the Association to the Annual General Meeting.

**6.2.9** To do all such other things as will be in the interests of members of the Association.

**6.2.10** To decide upon the letting and hiring and purchase of premises and the acquisition of office equipment and stationery as may be reasonably required for the Association to establish and maintain its identity and objectives in an appropriate manner including the design and creation of an appropriate letterhead and logo.

### **6.3 COMPOSITION**

**6.3.1** The Executive Committee shall comprise no more than 5 (five) persons.

### **6.4 CHAIRPERSON OF EXECUTIVE COMMITTEE**

**6.4.1** A Chairperson and Vice- Chairperson shall be elected by the members of the executive committee from amongst themselves at a meeting of the Executive committee taken immediately following the closure of the annual general meeting each year.

**6.4.2** The term of office of the Chairperson shall expire upon the closure of the next Annual General Meeting.

**6.4.3** The Vice Chairperson shall become the Chairperson upon the expiry of the previous chairperson's term of office. Should the Vice Chairperson not be willing or able to assume this office for any reason , then a new Vice Chairperson shall be elected by the executive committee and shall serve until the next annual general meeting

### **6.5 TERMINATION OF OFFICE**

A member of the Executive Committee shall vacate his or her seat on that Committee upon the occurrence of any of the following:

**6.5.1** ceasing to be a member or on being suspended from membership.

**6.5.2** absenting himself or herself without permission from more than two consecutive Executive Committee meetings;

**6.5.3** resigning from the Executive Committee by giving written notice thereof; or



**6.5.4** the resolution by at least a two thirds majority of all the other members of the Executive Committee that that member should cease to be a member of the Executive Committee, for those reasons given in Clause 4.1.1.4.

## **6.6 ROUND ROBIN RESOLUTIONS**

A resolution in writing signed by all members of the Executive Committee shall be as valid and effective as if passed at a meeting of that Committee.

# **7 MEETINGS OF THE ASSOCIATION**

## **7.1 ANNUAL GENERAL MEETING**

**7.1.1** The Annual General Meeting of the Association shall be held at such a time and place as determined by the Executive Committee. The Annual General Meeting shall not be held later than the last day of the 5<sup>th</sup> month after the end of each financial year. At least thirty days' written notice of the meeting shall be given to members, and such notice shall set out the business to be transacted, the venue, date and time of the meeting.

**7.1.2** A quorum for an Annual General Meeting shall be those members present plus not less than three members of the Executive Committee.

**7.1.3** No business shall be transacted at any Annual General Meeting unless a quorum is present. If, within thirty minutes of the time appointed for the meeting, the quorum is not present, the meeting shall stand adjourned for seven days at the same time and place. At such adjourned meeting, if a quorum not be present within ten minutes of the appointed time, those members present shall form a quorum.

**7.1.4** The Chairperson of the Executive Committee shall preside as Chairperson of the Annual General Meeting and of all other General Meetings of members and in his absence the Vice Chairperson unless unavailable in which case any other person elected by a majority of members of the executive committee.

**7.1.5** The business of the Annual General Meeting shall be:

**7.1.5.1** to consider and, if deemed fit, approve the Financial Statements of the Association and the Report of the Auditor;

**7.1.5.2** to receive and, if deemed fit, adopt the report of the Chairperson of the Association;

**7.1.5.3** to receive and, if deemed fit, adopt the Annual Report of the Association;

**7.1.5.4** to transact any competent business as may be required or requested

**7.1.5.5** to appoint the Auditor and confirm his or her remuneration; and

**7.1.5.6** to determine and agree codes of conduct and ethics for the Association.

## **7.2 SPECIAL GENERAL MEETINGS**

**7.2.1** A Special General Meeting of the Association may be convened by the Chairperson or in his absence the Vice – Chairperson of the Executive Committee, or at the discretion of the Executive Committee upon the same notice and in the same manner as is required for an Annual General Meeting thereat, or unless otherwise agreed to by the Executive Committee as well as on receipt of a notice requesting such a meeting signed by no less than 20% of members.

**7.2.2** The Chairperson of the Executive Committee shall place such resolution before the next meeting of the Executive Committee which shall determine the reason for the holding of such meeting and the time and place where such a Special General Meeting shall be held.

**7.2.3** Should the Chairperson of the Executive Committee refuse or neglect to convene such a Special General Meeting upon a requisition properly made, then the members requesting it shall have the right to require the Executive Committee to convene such a meeting, of which fourteen days' written notice fixing the venue, date and time of the meeting and stating the business to be transacted thereat shall be given to members.

**7.2.4** A quorum for a Special General Meeting shall be the same as for the Annual General Meeting stated in Clause 7.1.2.

**7.2.5** No business shall be transacted at any Special General Meeting unless a quorum is present. If, within thirty minutes of the time appointed for the meeting, the quorum is not present, the meeting shall stand adjourned for seven days at the same time and place. At such adjourned meeting, if a quorum not be present within ten minutes of the appointed time, those members present shall form a quorum.

**7.2.6** Should consensus not be reached, approval of any resolution will be made on the basis of a majority vote of no less than 90% of all members attending the meeting.

## **7.3 EXECUTIVE COMMITTEE MEETINGS**

**7.3.1** The Executive Committee shall meet not less than three times per year and additionally as and when appropriate, at such time, date and place as shall be determined by the Executive Committee.

**7.3.2** Written notice of and the Agenda for meetings of the Executive Committee shall be provided to members of the Executive Committee at least 21 days in advance of the meeting.

**7.3.3** A quorum of this Committee shall consist of not less than three of the members thereof.

**7.3.4** All matters before a meeting of this Committee shall, wherever possible, be resolved through consensus. Should consensus not be achieved, then any decision of this Committee shall be taken only by a majority vote.

# **8 OFFICIALS OF THE ASSOCIATION**

## **8.1 APPOINTMENT OF OFFICIALS**

**8.1.1** The Executive Committee shall appoint an Executive Director and any such support staff as may be required from time to time and shall employ, dismiss and pay such persons within its discretion and on terms solely at its discretion.

**8.1.2** In the absence of an Executive Director the Chairperson of the Executive Committee shall act in his or her place.

**8.1.3** The Executive Director shall be *ex officio* a member of the Executive Committee and of all other Committees of the Association, with full rights of debate but shall not be counted for the purposes of a quorum nor shall he or she be entitled to vote.

## **8.2 DUTIES OF EXECUTIVE DIRECTOR**

**8.2.1** The Executive Director shall:-

**8.2.1.1** be responsible for carrying out all lawful directions of the Executive Committee;

**8.2.1.2** advise the Executive Committee and its Committees on all matters concerning the Association;

**8.2.1.3** give advice or guidance to members, having due regard to the objects of the Association and the policies of the Executive Committee and other industry bodies with whom liaison should be kept;

**8.2.1.4** generally receive requests, requisitions, conduct such correspondence as may be required and arrange for the issues of notices, the keeping of Minutes of all meetings of the Association, maintain the register of members, ensure proper collection of financial contributions of members, issue official receipts for monies received and generally to further and maintain membership and perform such other duties as the Executive Committee may direct;

**8.2.1.5** cause proper books of account to be kept and cause such books to be audited annually and shall be responsible for the production of annual Financial Statements and the submission thereof to members at the Annual General Meeting of the Association; and

**8.2.1.6** coordinate and where necessary assist sub-committees by providing all necessary and requested administrative support.

**8.2.2** manage and control other employees of the Association.

## **9 AUDITOR**

**9.1** The Auditor shall be appointed by members at the Annual General Meeting.

**9.2** No member of the Association shall be eligible for appointment as Auditor.

**9.3** The Auditor shall at all reasonable times have access to the books of account and other financial records of the Association and shall be given such information as he may reasonably require for the discharge of his or her duties.

**9.4** The remuneration of the Auditor shall be determined at the Annual General Meeting each year.

## **10 FINANCIAL ARRANGEMENTS**

**10.1** The financial year of the Association shall end on the last day of December each year.

**10.2** The funding of the Association shall be derived from the following sources:

**10.2.1** a voluntary contribution imposed on sawmillers based on the aggregate of the cubic metres of logs processed at their operation/s or

**10.2.2** any other means determined by the Executive Committee.

**10.3** The funds raised in terms of Clause 10.2 shall be utilised to cover the approved budget for the running of the Association and for the funding of industry related activities which are common to all members of the Association and as approved by the Executive Committee.

**10.4** The liability of members shall be limited to the amount of their liability in terms of Clauses 10.2.

**10.5** All the funds of the Association shall be deposited in the name of the Association with such Bank or other Financial Institution selected by the Executive Committee in conformity with the requirements of 10.6. Such accounts shall only be operated by the joint signatures of any two persons authorised to do so by the executive committee.

**10.6** The funds of the Association may only be invested:

**10.6.1** with a financial institution as defined in Section 1 of the Financial Institutions (Investment of Funds) Act, 1984 (Act No. 39 of 1984);

**10.6.2** in securities listed on a licensed stock exchange as defined in Section 1 of the Stock Exchange Control Act, 1985 (Act No. 1 of 1985); or

**10.6.3** in such other prudent investments in financial instruments and assets as the Commissioner of Inland Revenue may determine after consultation with the Executive Officer of the Financial Services Board and the Director of Non-Profit Organisations.

## **11 VESTING OF ASSETS**

### **11.1 IMMOVABLE PROPERTY**

Any immovable property owned by the Association or to be acquired by it shall vest in the Association. No such immovable property shall be disposed of, alienated or hypothecated or encumbered except under the authority of a resolution at a General Meeting.

### **11.2 MOVABLE PROPERTY**

The movable assets, property and effects of the Association shall vest in the Association. The Executive Committee shall be empowered to deal therewith in accordance with this Constitution.

## **12 EXCLUSION OF POLITICS**

The Association shall be non-party political. No member shall either directly or indirectly involve the Association in any party political activity or use the Association for party political advancement.

## **13 INDEMNITY**

The Chairperson, Vice-Chairperson, any member of the Executive Committee or any other Committee constituted in terms of this Constitution, the Auditor, the Executive Director or any other officer of the Association shall be indemnified out of the assets of the Association against any action, costs, losses or damage which they or any one of them shall incur or sustain by reason of any act done or omitted in good faith in the execution of their duties except such as they may incur or sustain through their own dishonesty, breach of trust or gross negligence and none of them shall be answerable for the acts or omissions of the others of them.

## **14 DISPUTES**

All matters in dispute, or complaints connected with the administration of the Association's affairs, shall be referred to the Executive Committee in writing.

## **15 ALTERATIONS TO CONSTITUTION**

**15.1** Any amendment to this Constitution shall be effected by a resolution passed in any General Meeting of members.

**15.2** The Group proposing such a resolution shall, at least 30 days prior to the date of the General Meeting, deliver to the Association notice in writing containing the wording of the resolution and the reasons therefore.

**15.3** Upon receipt of due notice of intention to propose such a resolution, the Executive Committee shall include the wording of and reasons for the resolution in the notice convening the General Meeting, and shall place the resolution upon the Agenda of the General Meeting.

**15.4** Should consensus not be achieved, approval of any resolution to amend the Constitution will be made on the basis of a majority vote of no less than 90% of all authorised delegates attending the meeting.

**15.5** A copy of any amendment to the Constitution shall be submitted to the Commissioner of Inland Revenue for purposes of Section 30 of the Income Tax Act, 1962 (Act No. 58 of 1962).

## **16 DISSOLUTION OF ASSOCIATION**

**16.1** The Association may be dissolved by a resolution passed by the members present at a Special General Meeting convened for this purpose. Any resolution passed for the dissolution of the Association shall prescribe the manner in which such dissolution shall be undertaken.

**16.2** If, upon winding up or dissolution of the Association, there remains after the satisfaction of all its debts and liabilities any property whatsoever, the same shall not be paid to nor distributed amongst the members of the Association but shall be given or transferred to some other non-profit Institution, Society, Association or Organisation having aims and objects similar to those of the Association which beneficiary shall be determined by resolution taken at the said Special General Meeting.

**16.3** Upon conclusion of the dissolution of the Association, the person or persons responsible therefore shall be required to present full accounts in connection with the liquidation of the assets of the Association, which accounts shall be scrutinised and passed as correct by a qualified accountant to be appointed by the Special General Meeting.

## **17 INTERPRETATION**

Unless this Constitution otherwise clearly indicates a contrary intention:

**17.1** a reference to any particular gender includes any other gender;

**17.2** a reference to the singular includes the plural and *vice versa*;

**17.3** any reference to a member or members shall be to members admitted under Clauses 3.1 and 3.2;

**17.4** “the Executive Committee” means the Executive Committee referred to in Clause 5.3;