

CONSTITUTION OF THE WI-FI FORUM OF SOUTH AFRICA

1. Name

- 1.1. The name of the association is the Wi-Fi Forum of South Africa.
- 1.2. "Wi-Fi Forum SA" shall be the official abbreviation for the Wi-Fi Forum of South Africa.

2. Interpretation

- 2.1. In the interpretation and application of this Constitution obligations imposed on members shall be construed relative to the membership category of the member and the nature of the services or products provided by that member.

3. Vision

- 3.1. The Wi-Fi Forum SA is a voluntary forum of operators, service providers, technology providers and associated parties with a shared vision of accelerating the adoption of high-speed, reliable and cost-effective broadband services in South Africa and a shared focus on Wi-Fi technologies as a means for doing so.

4. Mission

- 4.1. To create a collaborative self-regulating body that promotes the effective utilisation of Wi-Fi technologies in the delivery of ubiquitous, interoperable and seamless connectivity in South Africa.

5. Objectives

- 5.1. The objectives of the Wi-Fi Forum SA are to:
 - 5.1.1. Provide an effective collaboration forum for Wi-Fi industry stakeholders.
 - 5.1.2. Provide a mechanism for the self-regulation of the Wi-Fi industry.
 - 5.1.3. Effectively engage with government and other public sector stakeholders, including NGOs, to represent and promote the potential of Wi-Fi technologies and the merits of the Wi-Fi Forum SA and its members.
 - 5.1.4. Effectively engage with private sector stakeholders in the Wi-Fi value chain, including property owners and developers, so as to promote equitable and mutually-beneficial arrangements in the deployment and operation of Wi-Fi networks.
 - 5.1.5. Ensure adherence to international Wi-Fi agreements, standards, guidelines and practices to ensure interoperability, seamlessness and security (including authentication and policy enforcement) whilst addressing the unique demands of the African continent.
 - 5.1.6. Promote the application of open access principles in the operation of Wi-Fi and other networks used for the delivery of broadband.
 - 5.1.7. Provide input to regulatory processes that would impact on the Wi-Fi community.

6. Juristic personality

- 6.1. The Wi-Fi Forum SA shall be a juristic person capable of acquiring rights, incurring obligations, entering into legal transactions and of suing and being sued in its own name.
- 6.2. The Wi-Fi Forum SA shall continue to exist even when its membership changes and there are different office bearers.
- 6.3. Members or office-bearers of the Wi-Fi Forum have no rights in the property or other assets of the organisation solely by virtue of their being members or office-bearers

7. Structure

- 7.1. The Wi-Fi Forum SA will consist of a general body of members with management of the affairs and strategic direction of the Wi-Fi Forum SA being delegated to a Management Committee elected by the members.

8. Membership

- 8.1. Membership of the Wi-Fi Forum SA is open to all stakeholders who share its Vision, Mission and Objectives and who are committed to addressing spectrum interference and other Wi-Fi industry challenges in a professional and constructive manner.
- 8.2. Membership shall not be limited to entities registered or active in South Africa.
- 8.3. Approval or rejection of applications for membership is at the discretion of the Management Committee. Where the Management Committee elects to reject an application this decision may be overturned by a majority vote of the members.
- 8.4. Members are required to self-certify that they are compliant with any applicable policies or codes adopted by the Wi-Fi Forum within 30 calendar days of notification of approval of membership.
- 8.5. In order to remain a member in good standing such self-certification must be repeated annually in accordance with the instructions from the Management Committee.

9. Suspension and Termination of membership

- 9.1. A member may terminate its membership of the Wi-Fi Forum SA at any time by notice in writing to the Management Committee, such termination to be effective 30 days after receipt of such notice by the Wi-Fi Forum SA.
- 9.2. A member's membership may be suspended and/or terminated by a majority vote of the members of the Wi-Fi Forum SA.
- 9.3. The Management Committee shall have the power, in its sole and absolute discretion, to suspend and/or terminate a member's membership if:
 - 9.3.1. the member is guilty of conduct detrimental to the Constitution and/or interests and/or Vision, Mission and Objectives of the Wi-Fi Forum SA; or

- 9.3.2. the member is sequestrated, surrenders its estate, or is wound up or placed under judicial management or business rescue; or
 - 9.3.3. the member, after written notice by the Wi-Fi Forum SA, fails to pay the prescribed membership fee that may be due and payable within 90 days of the due date for payment of membership fees or within a reasonable time of such notice, whichever is the greater; or
 - 9.3.4. the member after reasonable written notice fails to comply with all or any of the terms and conditions of membership determined by the Management Committee from time to time.
- 9.4. The Management Committee shall notify a member of such suspension and/or termination and shall furnish its reasons for suspending and/or terminating a member's membership to that member, in writing.
- 9.5. A member whose membership has been terminated shall remain liable for all sums that may at the date of termination of its membership be due to the Wi-Fi Forum SA and shall not be entitled to any refund of any monies already paid nor have any claim against the Wi-Fi Forum SA of whatever nature and for whatever cause.
- 9.6. Suspension shall be for a defined period of time or until the happening of a defined or ascertainable event, where after such members membership shall be reinstated. During such suspension, the member shall remain liable for the payment of membership fees but not enjoy voting rights and shall forfeit such other rights of members, as noted by the Management Committee in the suspension notice. It shall not be necessary to suspend a member's membership before terminating such membership.

10. Finances

- 10.1. The financial year end of the Wi-Fi Forum SA shall be end February.
- 10.2. Members will be required to pay membership fees by no later than such dates as may be determined by the Management Committee from time to time.
- 10.3. The Management Committee may, at its sole discretion, determine and institute different categories of membership and may prescribe different membership fees and voting rights for such different categories. In this case, members will be equal members of the Wi-Fi Forum SA irrespective of any categorisation for the determination of fees, save to the extent that this Constitution provides otherwise or that the Management Committee determines otherwise at the time of creating such different categories.
- 10.4. Notwithstanding anything to the contrary contained herein, no member (or his representative) whose membership fees have not been paid on the due date therefore will be entitled to vote at any meeting of the Wi-Fi Forum SA or the Management Committee for as long as such membership fees remain outstanding.
- 10.5. Members will be responsible for all of their own expenses in connection with their membership of the Wi-Fi Forum SA. Exceptions to this rule require prior written Management Committee authorisation.

- 10.6. The Management Committee may accept unconditional offers from members or any other organisations to pay for special projects undertaken by the Wi-Fi Forum SA.
- 10.7. The Management Committee will be entitled to charge special levies to members from time to time to fund special projects which are necessary for or ancillary to the Wi-Fi Forum SA's Vision, Mission and Objectives, provided that such a special levy will have to be approved by a majority of the membership.

11. Structure of the Management Committee

- 11.1. Members in the annual general meeting shall elect a maximum of seven (7) Management Committee members who are natural persons to serve a twelve month term of office.
- 11.2. The Management Committee must elect a Chairperson (or joint-Chairpersons) and a Treasurer from the elected members.
- 11.3. The Management Committee will be entitled, but not obliged, from time to time to co-opt such additional members to the Management Committee to assist the Management Committee with specified projects. Such co-opted members shall not, for the purpose of this Constitution, be deemed to be members of the Management Committee.
- 11.4. In the case of the vacation for whatsoever reason of any of the positions of the Management Committee prior to the appointment of a new Management Committee as aforesaid, a new office bearer will be elected by the majority of the members for the remainder of such term.
- 11.5. Upon a motion of no confidence in any office bearer supported by a majority vote of the members of the Wi-Fi Forum SA, such office bearer will be removed from his office and the provisions of 11.4 above shall apply.
- 11.6. The decisions of the Management Committee shall be made – wherever possible - by consensus. When necessary, the Management Committee will vote on issues. If the votes are equal on an issue, then the Chairperson of the meeting has either a second or a deciding vote.
- 11.7. The Management Committee shall hold not less than 1 (one) meeting during every three month period and may choose to hold additional meetings of the Management Committee, as and when necessary to the fulfilment of the Management Committees duties.
- 11.8. Quorum for meetings of the Management Committee shall be a simple majority (50% + 1) of currently elected Management Committee members.
- 11.9. If any Management Committee member has not been present in person or via a teleconferencing link at (3) three consecutive meetings, the position of that Management Committee member may be reviewed and, if deemed necessary, terminated by the majority of the remainder of the Management Committee.

12. Duties of the Management Committee

- 12.1. The primary duty of the Management Committee is to further the Vision, Mission and Objectives of the Wi-Fi Forum SA.

- 12.2. The Management Committee shall act transparently and report on its activities and the affairs of the Wi-Fi Forum SA at all general meetings.
- 12.3. The Chairperson(s) shall preside at all meetings at which he or she is present and shall enforce observance of the Constitution, sign minutes of meetings after confirmation, exercise supervision over the affairs of the Wi-Fi Forum SA and perform such duties as customarily pertain to the office of Chairperson.
- 12.4. Where two joint-Chairpersons have been elected, the Chairperson for any given meeting will be agreed beforehand and the member not occupying the chair will only have the rights accruing to a Management Committee member. In the event that no agreement on the foregoing can be reached, the majority of all other members present at such meeting will determine the Chairperson of such meeting, which may not be any person other than one of the joint-Chairpersons.
- 12.5. The Treasurer shall be responsible to the members through the Management Committee for ensuring the proper collection, administration and disbursement of the funds of the Wi-Fi Forum SA and that all legal and accounting requirements are met.
- 12.6. The Management Committee shall appoint such persons, to act, on its behalf, as the Secretariat and Bookkeeper of the Wi-Fi Forum SA from time to time and to perform such functions and duties as are prescribed in this Constitution and as the Management Committee may from time to time determine, provided that these persons will not be required to be members of the Wi-Fi Forum SA and that, if they are not members of the Wi-Fi Forum SA, may be remunerated for their services as the Management Committee may determine.
- 12.7. Duties of the Secretariat shall include, inter alia:
 - 12.7.1. Receiving requests for meetings;
 - 12.7.2. Assuming responsibility for all correspondence;
 - 12.7.3. Keeping originals of letters received and copies of those dispatched;
 - 12.7.4. Attending meetings, recording minutes of the proceedings and distributing such minutes to members, provided that the distribution of minutes may take place in complete or abridged form, at the discretion of the relevant meeting and/or the Management Committee; and
 - 12.7.5. Keeping a register of all members and associated information.
- 12.8. Duties of the Bookkeeper shall include, inter alia:
 - 12.8.1. Maintaining the accounts in such bank accounts as may be approved by the Management Committee from time to time;
 - 12.8.2. Ensuring that all financial information of the Wi-Fi Forum SA is available at meetings for discussion and approval; and
 - 12.8.3. Tabling a financial statement of the year's transactions at each Annual General Meeting for the approval of the membership.

12.9. Prior to any Annual General Meeting, the Management Committee shall appoint a person or organisation to audit the financial statement, which is to be tabled thereat.

13. Powers of the Management Committee

13.1. In addition to anything contained in this Constitution and subject to the limitations stipulated in paragraph 13.3, the Management Committee shall be entitled to incur expenditure in the furtherance of its duties and take action in all matters on behalf of the Wi-Fi Forum SA.

13.2. The Management Committee is empowered to:

13.2.1. Administer the assets of the Wi-Fi Forum SA generally;

13.2.2. Open and close accounts at registered commercial banks in South Africa on behalf of the Wi-Fi Forum SA;

13.2.3. Issue press statements on behalf of the Wi-Fi Forum SA;

13.2.4. Approve or decline membership applications (as specified in 8 above);

13.2.5. Suspend or terminate membership (as specified in 9 above);

13.2.6. Call special general meetings (as specified in 15 below); and

13.2.7. Appoint committees from time to time (as contemplated in 16 below).

13.3. The powers of the Management Committee shall be limited to the extent that it must seek the approval of the general membership before:

13.3.1. Determining membership fees (as specified in 10.3 above);

13.3.2. Determining membership categories and rights and obligations attaching thereto;

13.3.3. Entering into any contracts, other than in the ordinary course of performing its duties in terms hereof;

13.3.4. Undertaking business transactions where the total amount of the transaction exceeds the Wi-Fi Forum SA's income during the previous three months.

14. General Meetings

14.1. There will be not less than one general meeting during any six-month period.

14.2. A quorum for meetings shall be one third of all members, present in person or via a videoconferencing link; or ten members, whichever is the smaller number.

14.3. Each member with voting rights shall have the number of votes attaching to its membership category at each meeting.

14.4. Unless otherwise specified in this Constitution, decisions at General Meetings shall be made by simple majority of votes cast either in person or by proxy.

14.5. All meetings will be open to all members and to any other interested observer at the discretion of the Management Committee.

15. Annual and Special General Meetings

- 15.1. There shall be 1 (one) annual general meeting not less than once every calendar year, which meeting will be held not less than 10 (ten) months after and not more than 14 (fourteen) months after the previous annual general meeting, and members will be given at least 21 (twenty one) days' notice thereof.
- 15.2. The Management Committee may call a special general meeting at any time, provided that at least 14 days' notice of any special general meeting is given to members.
- 15.3. The provisions of 14.2 to 14.4 above, inclusive, shall apply mutatis mutandis.

16. Committees

- 16.1. Committees may be formed by the Management Committee, at its sole discretion and from time to time, to deal with specific issues in accordance with a statement of objectives, as determined by the Management Committee.
- 16.2. Each committee must have a chairperson, which will be appointed by the Management Committee.
- 16.3. Minutes of each committee meeting must be submitted to the Management Committee within fourteen days of such meeting taking place.
- 16.4. Members of the Management Committee will be *ex officio* members of any such committee.

17. Restriction on distribution of profits and utilisation of funds

- 17.1. The Wi-Fi Forum SA shall not distribute any of its profits or gains to any person or entity and shall utilise its funds solely for the achievement of the objectives for which it has been established.

18. Management of funds

- 18.1. All moneys received on behalf of the Wi-Fi Forum SA shall be deposited in one or more accounts as contemplated in 12.8.1 and 13.2.2 above.
- 18.2. All payments to be made on behalf of the Wi-Fi Forum SA shall be made by electronic funds transfer.
- 18.3. Deposits into any such account may be made on the signature of any one Management Committee member, but all other operations on any such account shall be made with the prior written authorisation of no less than two members of the Management Committee.
- 18.4. Proper books of the accounts of the Wi-Fi Forum SA will be kept as contemplated in clause 12.8 above. Such books, together with all other papers and documents connected with or relating to the Wi-Fi Forum SA, shall be kept at such place as may be determined from time to time by the Management Committee and must be accessible to each of the members upon request.

19. Indemnity

- 19.1. Each member of the Wi-Fi Forum SA is indemnified out of and from the funds and property of the Wi-Fi Forum SA, against all losses, charges, costs, damages and other liability which that member may suffer or incur as a result of executing his duties as a member, save to the extent that such member acted negligently or fraudulently.
- 19.2. No member shall be answerable or deemed to be in any way responsible for any act or default of any other member or for any deficiency or insufficiency of any title or security whatsoever taken by the Wi-Fi Forum SA, save to the extent that such member acted negligently or fraudulently.
- 19.3. No member shall be liable for any losses occasioned by the commercial bank or other persons with whom monies or securities of the Wi-Fi Forum SA are deposited or entrusted for safe custody, investment or otherwise, nor for any loss, misfortune or damage which may happen or take place in the execution of that members duties or as a result thereof, save to the extent that such member acted negligently or fraudulently.
- 19.4. Wi-Fi Forum SA will not be liable for any acts or omissions of its members in regard to this Constitution or any other policies or codes adopted by the Wi-Fi Forum SA.

20. Dissolution

- 20.1. The Wi-Fi Forum SA shall be dissolved upon a resolution to that effect by two-thirds of the members at a general meeting or at a special general meeting convened for that purpose provided that notice of the proposed resolution is given to members not less than 14 days before the date of the meeting.
- 20.2. Upon the dissolution of the Wi-Fi Forum SA, the Management Committee shall, after making provision for the costs of such dissolution, distribute the accumulated funds of the Wi-Fi Forum SA to an Association not for Gain or Non Profit Corporation with similar objectives to those of the Wi-Fi Forum SA, as may be determined by the Management Committee in its sole discretion.

21. Alteration of the Constitution

- 21.1. This Constitution or any part thereof may be altered by a resolution passed by not less than 75% (seventy five percent) of members present at a general meeting or a special meeting convened for this purpose, provided that at least 14 (fourteen) days' notice of such special meeting is given to members.

22. Miscellaneous

- 22.1. The Wi-Fi Forum SA may not be used by any representative, liaison body or industry sector to further its own business interests, outside of its Vision, Mission and Objectives.
- 22.2. No action may be taken against a member or a member's representative whether in terms of clause 9 above or otherwise, unless a report was tabled to the Management Committee and reasonable opportunity was given to the member or the member's representative to defend such member's position.

22.3. Where this Constitution refers to a vote or voting, such vote or voting may take place in person, by proxy or electronically. Provided that any electronic voting process is reasonably capable of providing a functional equivalent of an in person vote.

22.4. Where this Constitution refers to a majority such term shall mean a simple majority of members:

22.4.1. present in person or by proxy; and/or

22.4.2. participating in an electronic voting process.

Constitution of Wi-Fi Forum SA

Version 0.6

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