

# CONSTITUTION OF THE SOUTH AFRICAN SUGAR ASSOCIATION

## 1. Name and registered office

- 1.1 Name: The name of the Association shall be the “South African Sugar Association”.
- 1.2 Registered Office: The registered office of the Association shall be situated in the greater Durban area.

## 2. Membership and representation

### 2.1 Membership:

2.1.1 The members of the Association shall be 2 Federations (hereinafter referred to as “the Federations”), the South African Sugar Milling and Refining Federation (representing millers and/or refiners which are “Milling Groups” as defined in clause 2.1.3) hereinafter referred to as “the SMRF” and the South African Cane Farmers’ Federation (representing all growers except miller-cum-planters hereinafter referred to as “MCP”) hereinafter referred to as “the CFF”.

2.1.2 An MCP is a grower which is wholly owned by a Milling Group but excluding:

2.1.2.1 any venture, without limitation and irrespective of its form, in which other growers have any interest (including a minority interest);

2.1.2.2 any venture which operates on communal land, irrespective of whether or not a Milling Group owns that venture.

2.1.3 A “Milling Group” is a miller or refiner which produces at least 50 000 tons of saleable sugar or saleable sugar equivalent per season which is produced from South African sugar cane or beet.

### 2.2 Representation:

2.2.1 Each Federation shall comprise 24 representatives.

2.2.2 Each Federation shall be represented by 24 delegates.

2.2.3 Each Federation shall appoint the number of delegates nominated by each of its members proportional to the number of representatives on that Federation who are appointed by each such member.

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2.2.4 The documents constituting each Federation must be consistent with this Constitution and to the extent that such documents are inconsistent, the provisions of this Constitution shall apply.

2.3 **The SMRF**

2.3.1 The SMRF's members shall be Milling Groups.

2.3.2 Each Milling Group which is a member of the SMRF may appoint that number of representatives proportional to the historical 3 season average saleable sugar or saleable sugar equivalent share which each Milling Group's production bears to total average production of all Milling Groups for the same 3 seasons, provided that if the production calculation results in a Milling Group/s not being represented by at least 1 representative, the SMRF must nominate 1 representative representing that Milling Group/s and recalculate production based entitlement of those Milling Groups which are entitled to appoint 1 or more representatives, in order to determine each such Milling Group's entitlement to nominate the remaining representatives.

2.4 **The CFF**

2.4.1 The CFF's members shall be Cane Growers' Associations (hereinafter referred to as "CGA") which comply with the minimum requirements set out in this clause 2.4.1 read with clause 2.4.2. Each CGA shall be:

2.4.1.1 a juristic person; and

2.4.1.2 which achieves each season, the minimum threshold required to appoint 1 representative to the CFF calculated as specified in clause 2.4.3; and

2.4.1.3 which is registered as a member of the CFF for the forthcoming season by 31 December of the current season; and

2.4.1.4 which is formed for the purpose of promoting the interests of growers excluding MCP and the Association; and

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- 2.4.1.5 whose members are growers (excluding MCP and the Association) who have delivered cane to a mill during the current season or are contracted in terms of the Sugar Industry Agreement, referred to in section 4 of the Act (hereinafter referred to as the "Agreement") to deliver cane to a mill during the forthcoming season and who complete and deliver as prescribed in the Agreement the form prescribed by the CFF (hereinafter referred to as the "CGA Membership Form") confirming their membership of the CGA for the forthcoming season.
- 2.4.2 In calculating the total quantity of cane delivered by the members of each CGA for the purposes of calculating the CFF membership threshold in terms of clause 2.4.1.2:
- 2.4.2.1 each member's cane deliveries in the immediately preceding 3 consecutive seasons shall be used irrespective of whether that member was a member of that CGA or any CGA for all 3 seasons; and
- 2.4.2.2 where a member alienates or otherwise transfers, or leases his farm/s to someone else, the cane deliveries from that farm for the immediately preceding 3 consecutive seasons shall be attributed to the person who acquires or leases that farm when calculating cane deliveries for the purposes of calculating whether a CGA achieves the minimum threshold for membership of the CFF.
- 2.4.3 Each CGA shall be entitled to appoint that percentage of the 24 CFF representatives and through the CFF, the same number of delegates, which results from the following calculation:
- 2.4.3.1 calculating the percentage which the total quantity of cane that all growers who are members of that CGA delivered to mills comprises of the total quantity of all cane delivered by all growers who are members of all the CGAs to mills, in both cases calculated over the immediately preceding 3 consecutive seasons;
- 2.4.3.2 calculating the percentage which each CGA's members comprise of all CGAs' members; and
- 2.4.3.3 adding those percentages together and dividing the sum of those percentages by 2. For clarity only, this calculation is illustrated by the following example: if

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the total quantity of cane delivered by all of a CGA's members to all mills during the immediately preceding 3 consecutive seasons comprises 10% of the total quantity of all cane delivered by all growers to mills during the immediately preceding 3 consecutive seasons and if the CGA Membership Forms delivered with the guaranteed cane delivery estimates indicate that that CGA's members comprise 28% of all CGAs' members, then that CGA shall be entitled to appoint  $10\% + 28\% = 38\%$  divided by 2 = 19% of 24 representatives and through the CFF, delegates, that is 4.5 representatives and through the CFF, 4.5 delegates, which will be rounded up to 5 representatives and through the CFF, 5 delegates.

2.4.4 Every year the CFF, at its cost, must appoint an independent auditor to verify the membership of each CGA and the number of delegates of the CFF which each CGA is entitled to appoint.

2.4.5 Reference to the members of a CGA is a reference to grower codes as they exist on the growers' register with the Sugar Industry Administration Board. The membership of each CGA will be determined based on the number of grower codes held by members of the CGA in question irrespective of how each CGA structures itself legally.

2.5 For the purposes of calculating the number of delegates appointed, or Councillors nominated, by a Federation, less than half a percentage point shall be rounded down, and half or more of a percentage point shall be rounded up. If this rounding down or up calculation results in a number of delegates which differs from 24 or a number of Councillors which differs from 16, the affected Federation shall decide how to deal with that situation so that the total number of delegates appointed is 24 and the total number of Councillors nominated is 16 and that Federation shall notify the Association accordingly.

### 3. **Administration**

3.1 The affairs of the Association shall be administered by a Council consisting of an independent Chairperson who meets the requirements set out in clause 3.11, 2 Vice-Chairpersons (1 nominated by the SMRF and 1 nominated by the CFF), and 32 Councillors appointed annually at the general meeting.

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- 3.2 16 Councillors and alternates shall be nominated by the SMRF proportional to the historical 3 season average saleable sugar or saleable sugar equivalent share which each Milling Group's production bears to total average production of all Milling Groups for the same 3 seasons, provided that if the production calculation results in a Milling Group/s not being represented by at least 1 Councillor, the SMRF must nominate 1 Councillor representing that Milling Group/s and recalculate production based entitlement of those Milling Groups which are entitled to appoint 1 or more Councillors, in order to determine each such Milling Group's entitlement to nominate the remaining Councillors. In this Constitution, the Councillors nominated by the SMRF shall hereinafter be referred to as the "SMRF Councillors".
- 3.3 16 Councillors and alternates shall be nominated by the CFF, hereinafter referred to as the "CFF Councillors". The CFF shall nominate the CFF Councillors on the same basis as set out in clause 2.2.3, read with the changes necessary in the context.
- 3.4 Each Federation may nominate 1 alternate for each of their nominated Councillors.
- 3.5 At least 30 days before the Association's annual general meeting each year, each Federation must notify the Association of the names of its appointed delegates and nominated Councillors and alternates for the ensuing year and together with that notification, each Federation shall provide the Association with an independent auditor's certificate and underlying calculations done by those auditors confirming the calculation of each Federation's member representation proportions as reflected in the delegate appointments and Councillor and alternate nominations in terms of clause 2.2.3 (subject to the provisos in clause 2.3.2 and 3.2 in respect of the SMRF, whichever applies), read with any changes necessary in the context.
- 3.6 Any Councillor failing to attend 3 consecutive meetings without leave of absence from the Council shall vacate office.
- 3.7 Vacancies of delegates, Councillors or alternates shall be filled by the Federation which appointed the delegate or nominated the Councillor or alternate provided that any delegate, Councillor or alternate vacancy shall be filled so as to maintain the proportional representation referred to in clause 2.2.3, subject to the provisos in clause 2.3.2 and 3.2 in respect of the SMRF, whichever applies.

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- 3.8 The Chairperson and Vice Chairpersons shall be appointed annually at the general meeting of the Association on such terms as the Association may deem fit. The Vice-Chairpersons may be delegates but shall not be Councillors. Casual vacancies occurring in the office of the Chairperson shall be filled by Council and casual vacancies in the office of each Vice-Chairperson shall be filled by the Federation who nominated that Vice-Chairperson, such appointees to hold office until the following general meeting.
- 3.9 The Council may elect an executive committee from its own members consisting of such number as the Council may decide, and shall also elect such other committees as it may consider necessary. The Council shall determine the duties of any committee appointed by it and shall have the right to alter such duties from time to time. Committees shall without undue delay report to the Council. All committees shall be subject to the directions, and under the control of, the Council. Unless otherwise agreed both Federations shall be equally represented on every committee. The Chairperson and Vice-Chairpersons of the Association shall be ex-officio members of all committees if not actually appointed thereto.
- 3.10 Auditors shall be appointed by the Council.
- 3.11 In order to qualify as independent, the Association's independent Chairperson and the Association's audit committee's independent chairperson must be independent in character and judgement and free of relationships and circumstances which are likely to affect, or could appear to affect this independence. The Chairperson shall exercise objective and unfettered judgment and shall have no interest, position, association, or relationship, which when judged from the perspective of a reasonable and informed third party, is likely to influence unduly or cause bias in decision-making. <sup>1</sup>

#### 4. **Objects**

The Association is established in order to carry out all functions assigned to the Council or the Association by or in terms of the Sugar Act, 1978 (Act No. 9 of 1978) (hereinafter

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<sup>1</sup> Definition drawn for convenience from King IV Report on Corporate Governance for South Africa, 2016, Institute of Directors of Southern Africa, page 13

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referred to as the "Act"), or the Agreement, and in particular but without limiting the generality of the foregoing -

- 4.1 to promote, foster, regulate, co-ordinate and assist with the production, storage, transport, handling and sale of sugar industry products;
- 4.2 to take such steps as may be considered desirable to increase the consumption of sugar industry products;
- 4.3 to promote reciprocal and/or preferential arrangements in respect of duties and tariffs, with the object of fostering and stimulating the promotion of the sugar industry in South Africa;
- 4.4 to represent the views of the sugar industry to Parliament, Government and other public bodies and officials in the Republic of South Africa, and elsewhere, in such manner as the Council may deem expedient: Provided that a member shall not approach, or make representations to, the Government of the Republic of South Africa or any Government Department, or Parliament, on any matter affecting, or of general interest to, the sugar industry, without first giving the Association 10 days' written notice of its intention to do so;
- 4.5 to provide machinery for examining and settling major grievances between the Federations;
- 4.6 to establish from time to time an experiment station or experiment stations and a training and other operating centre or centres, and for such purposes to raise such loans with or without security for such amounts, and at such rates of interest and subject to such terms as may from time to time be necessary;
- 4.7 to promote and assist in the cause of education and other areas of social responsibility in the Republic of South Africa or elsewhere;
- 4.8 to take steps for the improvement of the technical knowledge of persons engaged in the sugar industry;
- 4.9 to collect and circulate statistics and other information on all matters of interest to the sugar industry; and

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- 4.10 to do all such things as are in the opinion of the Association necessary, proper or advisable for the advancement generally of the sugar industry, or which are incidental or conducive to the attainment of all or any of the above objects, including the formation of any company, body or fund or the holding of any shares in any company formed to implement such objects and perform such functions.

5. **Powers of Council**

Without prejudice to the general power conferred upon the Council by clause 4 it shall have and exercise the following powers and functions -

- 5.1 carry out all functions assigned to the Council or the Association in terms of the Act and the Agreement published thereunder;
- 5.2 do all such things as may be incidental to the proper carrying out of the foregoing powers and of the functions hereby entrusted to it;
- 5.3 delegate all or any of its powers conferred upon it by clause 4 and this clause to any committee referred to in clause 3; any decision or act duly arrived at or performed pursuant to any such delegation being deemed to be the decision or act of the Council itself;
- 5.4 appoint an executive director, directors, managers and staff as may be required, on such terms and conditions as it may determine from time to time;
- 5.5 enter into any agreement with such person or body, whether within the Republic of South Africa or outside, on such terms and conditions as the Association may think fit;
- 5.6 take out and hold patents, trade marks and designs;
- 5.7 form or become associated with such company or body as the Association may think necessary or desirable and, in so doing, collaborate with such one or more persons or bodies as the Association may, if it thinks fit, select;
- 5.8 acquire or hold shares in such companies or bodies as the Council may consider



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desirable;

- 5.9 acquire, deal with and dispose of both movable and immovable property;
- 5.10 determine the quantity of sugar required for the local market, the quantity of carry-over stocks, the quantity of sugar to be exported each year, and each mill's share of these quantities, subject only to the provisions of the Agreement and any regulation published under section 10 of the Act;
- 5.11 purchase, sell or deal in any sugar industry products or form any companies or bodies to purchase, sell or deal in any sugar industry products and act as the agent of any company or body in the purchase or sale of any sugar industry products;
- 5.12 originate, carry on, direct and control such publicity as the Association may deem it appropriate to undertake on behalf of the sugar industry in connection with the promotion and sale of sugar industry products in the local market and the export market;
- 5.13 make donations to whatever cause or for whatever purpose the Council may decide and sponsor where deemed advisable and in the interests of the sugar industry, development, the arts, sport or whatever other activity the Council may elect to support;
- 5.14 further the objects of the Association, promote and assist in the cause of education in the Republic of South Africa, or elsewhere, create one or more trusts upon such terms and conditions as the Council shall from time to time decide; contribute to any such trust such sum or sums of money as the Council shall from time to time decide; from time to time appoint a trustee or trustees of any such trust; remove any such trustee from office and fill vacancies occurring in the office of trustee under any such trust; confer upon the trustee of any such trust all such powers and duties as the Council shall from time to time deem necessary or expedient; and generally do all such things and execute all such documents as the Council may from time to time deem necessary or expedient for any of the aforesaid purposes;
- 5.15 appoint auditors and determine their remuneration for the audit of the year concerned;

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- 5.16 give the auditors appointed in terms of sub-clause 5.15 at all times such access to the records, books and vouchers of the Association as they may require, and ensure that the auditors receive such information and explanations as they may require;
- 5.17 determine the price per metric ton of sucrose in cane and any other designated agricultural product in respect of each year not later than the end thereof, and estimate such price at the commencement of each year and thereafter monthly during the year for the purpose of enabling payments to be made to growers in accordance with the provisions of the Agreement;
- 5.18 impose levies in respect of industry obligations in accordance with the Agreement, and where in the exercise of its objects it is necessary or appropriate for the Association to raise money from a particular grower, miller or refiner or from a group of growers, millers or refiners in respect of expenditure which does not constitute an industry obligation as contemplated by the Agreement, impose levies on the appropriate group of growers, millers or refiners;
- 5.19 incur such expenditure as it may deem necessary or desirable in carrying out the powers granted to it hereunder and in order to enable the Association to attain its objects hereinbefore set out and to fulfil the functions ascribed to the Association under the Act, and the Agreement published thereunder;
- 5.20 consider and decide on the persons or classes of persons to whom or the trades to which rebates shall be made in relation to the purchase of any sugar industry products, and fix the amount or amounts of such rebates in which event the Association shall bear the cost of the rebate, the amount of which shall be an industry obligation;
- 5.21 open a banking account or accounts as provided in clause 6, and determine who shall be responsible for the operation thereof;
- 5.22 raise loans for such amounts and on such terms and conditions as the Association may think fit, and give security therefor;
- 5.23 grant loans with or without security for such amounts, on such terms and conditions, with or without interest, as the Association may determine;

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- 5.24 invest money as provided in terms of clause 6 on such terms and conditions as the Council may decide.
  - 5.25 institute, conduct or defend, settle or abandon any legal proceedings and compromise or submit to arbitration any claims by or against the Association or the Council; and
  - 5.26 guarantee staff housing loans on such terms and conditions as may be prescribed.

## 6. **Finance**

- 6.1 The funds of the Association shall be banked in the name of South African Sugar Association, or in the name of any committee, fund, division or department of the Association duly appointed or established in terms hereof. An amount paid on behalf of the Association or any such committee, fund, division or department thereof shall be paid in such manner and under such authorizations as the Council may from time to time determine.
- 6.2 No profits or gains of the Association may be distributed to the members of the Association or any other persons and the funds of the Association shall be utilised solely for investment or the objects set out in clause 4.
- 6.3 The provisions of sub-clause 6.2 shall not be interpreted to prevent the Association from authorising or empowering any company, the operations of which are ancillary or complementary to the objects of the Association and all the shares of which are held by the Association, to pay profits or gains made by such company into any stabilisation or similar fund, established in terms of the Agreement.
- 6.4 The funds of the Association shall be invested only with registered financial institutions as defined in section 1 of the Financial Institutions (Protection of Funds) Act, 28 of 2001, and/or in securities listed on a stock exchange as defined in the Financial Markets Act, 19 of 2012, and shall be invested in the name of the South African Sugar Association, or in the name of any committee, fund division or department of the Association duly appointed or established in terms hereof. An amount paid on behalf of

the Association or any such committee, fund, division or department thereof shall be paid in such manner and under such authorisations as the Council may from time to time determine.

## **7. Meetings**

- 7.1 All meetings of the Association and of the Council shall be presided over by the Chairperson of the Association and in his absence by whichever of the Vice-Chairpersons is nominated by the Chairperson for each meeting, failing which, by a chairperson elected by the meeting.
- 7.2 The audit committee of the Association shall be chaired by an independent chairperson other than the Association's Chairperson. Local Pest, Disease and Variety Control Committees established in terms of the Agreement shall be chaired by persons appointed by Council. All meetings of the Association's committees except the audit committee and Local Pest, Disease and Variety Control Committees shall be presided over by 1 of the Vice-Chairpersons. If the chairperson of any of the Association's committees is absent for any reason, the meeting shall be chaired by a chairperson elected by the meeting.
- 7.3 A general meeting of the delegates of the Association shall be held once in every year within 6 months after the close of the financial year at such time and place as may be determined by the Council. The purpose of this meeting shall be to consider the report by the Council on the year's working of the Association and the duly audited annual financial statements for the past year, to elect a Chairperson and Vice-Chairpersons, to appoint Councillors and alternates, and to conclude such other business as it is competent to attend to. The meeting may also transact any special business.
- 7.4 The Council may call a special meeting of the delegates of the Association whenever it deems it necessary and the Chairperson, or in his absence either Vice-Chairperson, shall call a special meeting of delegates of the Association whenever requested by either Federation to do so. Particulars of the special business to be attended to at a general or special meeting of the Association shall be given in the notice calling the meeting.

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- 7.5 Subject to the provisions of clause 7.6 at least 21 days' notice of every general and/or special meeting of the Association, shall be given to all delegates.
- 7.6 In the case of an emergency the Chairperson, or in his absence either Vice-Chairperson, may convene a special meeting on less than 7 days' notice.
- 7.7 Notwithstanding the provisions of clause 7.6, this Constitution shall not be amended at a special meeting of which less than 21 days' notice has been given.
- 7.8 The period of notice for meetings shall be calculated from the day of the posting or delivery of the said notice, whichever date is the earlier.
- 7.9 The quorum for the general meeting of the Association shall be 27 delegates personally present, with each Federation having at least 11 delegates present. The quorum for any special meeting of the Association shall be 13 delegates personally present, of whom at least 6 shall be delegates from each Federation. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or, if that date is a public holiday, to the next succeeding day other than a public holiday, and if at such adjourned meeting a quorum is not present, within half an hour from the time appointed for the meeting, the members present shall be a quorum.
- 7.10 Meetings of the Council shall be held as occasion may require, but at least once a quarter. At meetings of the Council, 9 Councillors personally present shall form a quorum provided that they include at least 3 Councillors nominated by each Federation. If within half an hour from the time appointed for the meeting a quorum is not present, the meeting shall stand adjourned to the same day in the next week at the same time and place, or, if that day is a public holiday, to the next succeeding day other than a public holiday; and if at such adjourned meeting a quorum is not present within half an hour from the time appointed for the meeting the members present shall be a quorum.
- 7.11 Any member of either Federation or any other person may by consent of the meeting attend as an observer any meeting of the Council or of any committee or subcommittee appointed by the Association or the Council. The Department of Trade and Industry (or its successor, from time to time) may elect to attend as an observer at any meeting of the Council.

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**8. Voting**

8.1 At general and special meetings of the Association each delegate shall be entitled to 1 vote. All questions arising at such meetings shall be determined by a majority representing more than 70% of the votes of the delegates present at the meeting provided that such majority includes votes from both Federations. The Chairperson and Vice-Chairpersons shall not exercise a vote at such meetings. This shall not apply, however, to any delegate who may be appointed to take the chair at such meetings in the absence of the Chairperson or Vice-Chairpersons.

8.2 At all meetings of the Council each Councillor or, in his absence, his alternate, shall be entitled to 1 vote. All questions arising at such meetings shall be determined by a majority representing more than 70% of the votes cast provided such majority includes votes of Councillors (or in their absence, their alternates) nominated by both Federations. The Chairperson and Vice-Chairpersons shall not exercise a vote at such meetings. This shall not apply, however, to any person who may be appointed to take the chair at such meetings in the absence of the Chairperson or Vice-Chairpersons.

8.3 The proviso to sub-clauses 8.1 and 8.2 of this clause shall not apply if the meeting be one which has stood adjourned for lack of a quorum. At such adjourned meetings questions shall be determined by the required majority (that is more than 70%) of votes of those present whether the majority includes votes from both Federations or not.

8.4 Unless otherwise determined by the Council -

8.4.1 at all meetings of committees appointed in terms of clause 3.9, each member or in his absence his alternate, shall be entitled to 1 vote;

8.4.2 all questions arising at such meetings shall be determined by a majority representing 70% of the votes cast, provided such majority includes votes of members (or in their absence their alternates) representing both Federations;

8.4.3 the Chairperson and Vice-Chairpersons of the Association, whether appointed to or as ex-officio members of such committees, shall not exercise a vote at such meetings.

**9. Third parties**

In the event of the Association or Council refusing or neglecting to impose any levy which is required for the purpose of meeting any obligation or liability duly incurred by them with regard to any third party, such party shall be entitled to make application to the Court to compel the imposition of such levy to such extent as may be required in accordance with the powers conferred in this Constitution, failing which, for an order authorising and directing that such levy shall be imposed by some person or persons duly appointed thereto by the Court.

**10. Indemnity**

The Association's Chairperson, Vice-Chairpersons and every member of the Council or of any committee appointed by it (and every employee of the Association) is hereby indemnified and held harmless by the Association against any personal liability incurred by him/her arising out of or in connection with the due and diligent exercise or performance by the Council or by any such committee of any of the powers and functions which are or may be conferred upon it by or pursuant to this Constitution. Any liability imposed upon the Association by this clause may be met by means of a levy imposed under clause 5 and shall for that purpose be deemed to be an industry obligation.

**11. Amendment of Constitution**

No amendment to this Constitution shall be made unless decided upon by a vote at a general or special meeting for which a period of notice has been given in accordance with the provisions of clause 7.4. Any such amendment shall be conditional upon the consent of the Minister (as contemplated in section 2 of the Act) being obtained for such amendment and the publication of such amendment in terms of section 2(2) of the Act. The publication of such amendment in terms of the said section shall be conclusive proof of the consent of the Minister concerned thereto. A copy of each amendment to the Constitution shall be submitted to the Commissioner of the South African Revenue Service.

**12. Dissolution of Association**

Any assets remaining after dissolution of the Association shall be transferred, whether by way of donation or otherwise, only to some other institution, board or body which has

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been granted exemption from income tax in terms of section 10(1)(cA)(i) of the Income Tax Act, 1962, and whose objects are similar to those of the Association.

**13. Interpretation**

In this Constitution unless the context indicates otherwise, any word or expression to which a meaning has been assigned in the Act or the Agreement shall have that meaning.

**14. Withdrawal of Government Notice**

Government Notice No. R860 of 27 April 1979 is hereby withdrawn with effect from 1 April 2018.

**15. 2018 Amendments**

15.1 This Constitution as amended at the special meetings of the Association's delegates held before and on 16 April 2018 (the "2018 Constitution"), is deemed to have been amended with effect from 1 April 2018.

15.2 The publication of the 2018 Constitution in terms of section 2(2) of the Act is conclusive proof of the consent of the Minister thereto.

15.3 Anything done from 1 April 2018 until the date of publication of the 2018 Constitution, both dates included, and which is done in accordance with, or to give effect to, the Constitution, as it was before its amendment with effect from 1 April 2018, shall be deemed to be valid and lawful. Neither the Association nor any of its delegates, Councillors, members, employees, contractors or agents nor any miller, refiner nor grower shall be liable for anything done in accordance with, or to give effect to, the 2018 Constitution between 1 April 2018 and the date on which the 2018 Constitution is published, both dates included.

**16. 2018/2019 Season Transitional Provisions**



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- 16.1 From 1 April 2018 until 30 September 2018, both days included and despite clauses 2.4.1 and 2.4.2, the South African Cane Growers' Association NPC and the South African Farmers Development Association shall be deemed to be:
- 16.1.1 CGAs;
- 16.1.2 entitled to appoint equal number of delegates to the Association on behalf of the CFF;
- 16.1.3 entitled to nominate equal numbers of Councillors for appointment to the Association on behalf of the CFF;
- 16.1.4 entitled to equal representation on the Association's committees, on behalf of the CFF.
- 16.2 From 1 April 2018 until 30 September 2018, both days included and for the purposes of clause 2.1.1, the South African Cane Growers' Association NPC and the South African Farmers Development Association together are deemed to be the CFF and shall individually be members of the CFF having equal standing.
- 16.3 From 1 April 2018 until 30 September 2018, both days included, all questions arising at meetings of the delegates of the Association, at meetings of the Association's Council and at meetings of all the Association's committees shall be determined by a majority representing 80% or more of the votes cast, provided that such majority includes votes cast by appointees of, or nominees from, both Federations.
- 16.4 Despite clause 7.3, a special meeting of the delegates of the Association shall be held at such time and place as may be determined by the Association's Council to elect a Chairperson and Vice-Chairpersons and to appoint Councillors and alternates.
- 16.5 The persons holding office as the Association's Chairperson and Vice Chairperson respectively on 31 March 2018 shall continue to hold those offices until the independent Chairperson and Vice-Chairpersons contemplated in clauses 3.1 and 3.11 are appointed at the special meeting of the Association's delegates contemplated in clause 16.4.

