

**MEMORANDUM OF ASSOCIATION OF A COMPANY NOT HAVING A SHARE CAPITAL**  
(SECTION 54(1); REGULATION 17(1) AND 17(2))

**Registration Number of Company: 2002/026810/08**

*(as amended on 30 September 2004)*

1. NAME OF COMPANY

1.1 The name of the company is **PIETERMARITZBURG CHAMBER OF BUSINESS** (ASSOCIATION INCORPORATED UNDER SECTION 21).

1.2 The name of the company in the other official language of the Republic is: nil.

1.3 The shortened form of the name of the company is: nil.

2. PURPOSE DESCRIBING THE MAIN BUSINESS

The promotion and support of business within Pietermaritzburg, Msunduzi, Umgungundlovu and the Midlands region in order to contribute to the growth and development of the local economy.

3. MAIN OBJECT

Is to promote and support economic growth and development of business in Pietermaritzburg, Msunduzi, Umgungundlovu and the Midlands region of KwaZulu-Natal.

4. ANCILLARY OBJECTS

For the promotion of the main object, the following are the ancillary objects of the Company:

4.1 To promote business, expertise, job creation, vocational training and education for small and micro business;

4.2 To use every legitimate means to encourage and induce all persons who qualify for membership to become a member of the Association;

4.3 To provide for small, medium and micro support services, amongst members which are demand driven;

4.4 To promote the general welfare of members in respect of any identified projects undertaken;

4.5 To foster a spirit of solidarity, provide opportunities for the exchange of views and ideas, to enable members to speak with one voice on matters of national, regional and international interests or importance;

4.6 To liaise with other institutions with similar aims and objects and contribute to the needs of members;

4.7 To undertake research and documentation to facilitate entry in internationally and nationally, to train people to be able to understand what they are doing;

4.8 To maintain and address community needs for business.

## 5. POWERS

5.1 The specific powers or part of any powers of the Company, if any, which are excluded from the plenary powers set out in Schedule 2 of the Act. The power referred to in (s), (k), (l), (m), (p) and (q) are excluded.

5.2 The specific powers or part of any specific powers of the Company set out in Schedule 2 of the Act which are qualified under section 34 of the Act are:

5.2.1 Item (f) is amended to read:

“The Company may not make loans other than to the beneficiaries of the trust.”

5.2.2 Item (n) is amended to read:

“to remunerate any person or persons in cash for services rendered in its formation or in the development of its business.”

5.2.3 Item (o) is amended to read:

“to make donations only in accordance with the main object, but excluding its directors and members.”

5.2.4 Item (r) is amended to read:

“to pay gratuities and pensions and establish pension schemes and other incentive schemes in respect of its employees, except to its members.”

5.3 The specific powers of part of any powers of the Company which will only be executed in accordance with the main object are powers (a), (b) and (c).

## 6. CONDITIONS

6.1 The net income (including donations) of the Company which has not been expended as envisaged in the definition of “educational or training purposes” and which is available for investment as envisaged in the definition, may only be invested with one or more financial institutions as defined in section 1 of the Financial Institutions (Investment of Funds) Act, 1984, and in shares listed on a licensed stock exchange as defined in the Stock Exchanged Control Act, 1985 (Act No. 1 of 1985).

6.2 Upon its winding up, deregistration or dissolution, the assets of the Association remaining after the satisfaction of all its liabilities shall be given or transferred to a company having the same or similar objects as defined in section 10(1)(d)(iii) of the Income Tax Act to be determined by the members of the Company at or before the time of its dissolution, or failing such determination, by the court.

6.3 The Company may not acquire immovable property for letting purposes nor may they engage in any trading operations or speculative transactions. This includes, inter alia, ordinary trading operations in the commercial sense, speculative transactions, dividend stripping activities as well as the letting of property on a systematic or regular basis.

6.4 All donations to the Association shall be irrevocable and unconditional.

6.5 The activities of the Company shall be confined to the Republic of South Africa.

6.6 The income and property of the Company, whencesoever derived, shall be applied solely towards the promotion of its main object, and no portion thereof shall be paid or transferred

directly or indirectly, by way of dividend, bonus or otherwise howsoever, to the members of the Company or to its controlling or controlled company, provided that nothing herein contained shall prevent the payment in good faith or reasonable remuneration to any officer or servant of the Company or to any member thereof in return for any services actually rendered to the Association.

- 6.7 The Company is to be administered in such a manner as to preclude any donor from deriving any monetary advantage from moneys paid into or out of the special fund.
- 6.8 At least 75% of the net revenue (including donations) of the Company is to be expended in the furtherance of its objects within a period of twelve months from the end of the financial year during which it accrued, provided that where funds are to be accumulated for a specific capital project, the permission of the Receiver of Revenue should be obtained.
- 6.9 The Company may not utilize its funds for the granting of bursary to any person but may only distribute its funds to a University or College as defined in section 18A.
- 6.10 No amendment may be made to the Memorandum of Association without the prior approval of the Commissioner for Inland Revenue.
- 6.11 The power to pledge, mortgage or hypothecate the assets of the trust or to enter into suretyships may only be exercised in accordance with the objects for which the Company was formed.

## 7. GUARANTEE

- 7.1 The liability of members is limited to the amount referred to in sub-paragraph 7.2.
- 7.2 Each member undertakes to contribute to the assets of the company in the event of it being wound up while it is a member or within one year afterwards, for payment of the debts and liabilities of the Company contracted before it ceases to be a member, and of the costs, charges and expenses of the winding-up and for adjustment of the rights of the contributories among themselves such amount as may be required not exceeding R250,00 (TWO HUNDRED AND FIFTY RAND).

## 8. PRE-INCORPORATION CONTRACTS (IF ANY):

None

## 9. ASSOCIATION CLAUSE

We, the several persons whose full names, occupation, residential, business and postal addresses are subscribed, are desirous of being formed into a company in pursuance of this Memorandum of Association, and we respectively agree to become members of the Company.