

Constitution of the **Romance Writers' Organisation of South Africa**

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1. BACKGROUND

The Romance Writers' Organisation of South Africa (hereafter referred to as the 'Association') was founded in 2014 by fourteen members. The group has evolved over several years, to include writers resident in South Africa as well as international members. It now represents a diverse range of writers, both published and unpublished, who write in the romantic novel genre.

2. NAME

The name of the Association is: Romance Writers' Organisation of South Africa.

3. OBJECTIVES

The Association is a public, non-profit organisation established for the following objectives:

- 3.1 To provide support, encouragement and professional development to romance writers, especially to writers resident in Southern Africa and/or of South African descent.
- 3.2 To enhance and promote the diverse range of romantic fiction and to encourage and reward good writing within the genre.
- 3.3 To support writers of romantic fiction, from beginners to successfully published authors, through networking, information, resources, an online community and local meetings.
- 3.4 To act as ambassadors for the genre of romantic fiction within Southern Africa.

4. LEGAL STATUS

The Association is a Voluntary Association under South African Law, with its own legal identity which is separate from its individual members. The Association shall continue to exist even if the members change. The Association may own property, enter into contracts, and sue or be sued in its own name.

5. NON-PROFIT DISTRIBUTING CHARACTER

- 5.1 The income and property of the Association shall be used solely for the promotion of its stated objectives. The members and the office-bearers shall have no rights to the property or other assets of the Association by virtue of them being members or office-bearers. No portion of the income or property of the Association shall be paid or distributed directly or indirectly to any person (other than in the ordinary course of undertaking any public benefit activity) or to any member of the Association or Executive Committee, except as:
- 5.1.1 reasonable compensation for services actually rendered to the Association;
 - 5.1.2 reimbursement of actual costs or expenses reasonably incurred on behalf of the Association.
- 5.2 Upon the dissolution of the Association, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit organisation which the Executive Committee (and failing which any division of the High Court) considers appropriate and which:
- 5.2.1 is a similar public benefit organisation which has been approved in terms of section 30 of the Income Tax Act, or
 - 5.2.2 any institution, board or body which is exempt from tax under the provisions of section 10(1)(cA), which has as its sole or principal objective the carrying on of any public benefit activity.
- 5.3 The Association has applied to the Commissioner for the South African Revenue Service for exemption from appropriate taxes and duties. In compliance with the provisions of the Income Tax Act 58 of 1962, the provisions set out in the attached Schedule A shall bind the Association and qualify this Constitution.

6. POWERS

The Association, acting through its Executive Committee, or at General Meeting, shall have all the powers necessary for it to carry out its stated objectives effectively. Such powers shall include, but not be limited to, the General Investment and Administrative Powers set out in the attached Schedule B.

7. MEMBERS

1. The initial membership shall be those persons whose names and signatures appear on the attached Schedule C.
2. The Executive Committee may admit further members, subject to due compliance with any conditions of membership (including payment of any membership fees) which the Executive Committee may stipulate from time to time.

3. The Executive Committee may suspend or terminate the membership of any member deemed to have broken the Association's Code of Conduct (addendum D) or who has not paid their annual membership fees, provided that:
 - 3.1 At least (14) fourteen days prior written notice is given to all members of the Executive Committee of the intention to terminate a membership; and
 - 3.2 At least (14) fourteen days prior written notice is given to the member concerned. The notice shall invite the member to make written or verbal representations to the meeting as the member may consider appropriate.During the 14 day notice period, the Executive Committee may suspend a member's membership should it deem the action appropriate.

8. STRUCTURE

8.1 The Executive Committee

8.1.1 Powers

- 8.1.1.1 The affairs of the Association shall be controlled and managed by the Executive Committee. Subject to the terms of this Constitution and to the resolutions of members in a General Meeting, the Executive Committee may exercise all the powers of the Association.
- 8.1.1.2 In a General Meeting, the Association may review, approve or amend any decision taken by the Executive Committee but no such resolution of the Association shall invalidate any prior action taken by the Executive Committee in accordance with the provisions of this Constitution.

8.1.2 Election

- 8.1.2.1 The members of the first Executive Committee shall be elected by a consensus of the majority of the membership, either in writing or at a General Meeting, notice of such meeting having been given to all members at least (14) fourteen days in advance.
- 8.1.2.2 Thereafter, the Executive Committee shall be re-elected on an annual basis, with no limitation on the number of terms any one member may stand for re-election. Nomination and election of the new Executive Committee is to take place either in writing, at a General Meeting, or via an approved online election platform, notice of such meeting or election having been given to all members at least (14) fourteen days in advance.
- 8.1.2.3 Executive Committee members must be fully paid-up members of the Association, should have no pending Code of Conduct complaints against them, and should have been members of the organisation for at least one year.

8.1.3 Composition

- 8.1.3.1 The Executive Committee shall comprise at least three but not more than nine members.

- 8.1.3.2 The Executive Committee may co-opt additional non-voting members as it may consider appropriate from time to time. The co-opted members shall serve for such period as the Executive Committee considers appropriate.
- 8.1.4 **Chairperson**
 - 8.1.4.1 The Chairperson shall be chosen from among the elected Executive Committee members, at the first Executive Committee meeting convened following the annual election.
 - 8.1.4.2 The Chairperson should be a published author, with a minimum of two books published in the last three years preceding their appointment.
 - 8.1.4.3 The Chairperson should have been a member of the Executive Committee for at least one year preceding their appointment.
 - 8.1.4.4 The Chairperson is limited to three terms as Chairperson, but may stand again after a break of at least two terms.
- 8.1.5 **Executive Committee Member Vacating Office**
 - 8.1.5.1 The office of an Executive Committee member shall be vacated if a member:
 - 8.1.5.1.1 resigns; or
 - 8.1.5.1.2 is removed by the Executive Committee, by resolution adopted by at least two thirds (2/3) of its members in office from time to time, being not less than the required minimum of three.
 - 8.1.5.2 Should a position on the Executive Committee fall vacant, the Executive Committee, by resolution adopted by at least two-thirds (2/3) of its members, may co-opt a member/s to fill the vacancy/ies.
- 8.1.6 **Procedure at Executive Committee Meetings**
 - 8.1.6.1 The Executive Committee shall conduct its meetings and regulate its proceedings as it finds convenient, provided that:
 - 8.1.6.1.1 The Chairperson, or in his or her absence, the Vice-Chairperson, shall chair all meetings of the Executive Committee which he or she attends. In the absence of the Chairperson and the Vice-Chairperson, the remaining members of the Executive Committee shall elect a Chairperson from those attending.
 - 8.1.6.1.2 The Chairperson shall convene a meeting of the Executive Committee at least quarterly. At the written request of any two (2) members of the Executive Committee the Chairperson may also convene additional meetings at any other time with seven (7) days' written notice to all members of the Executive Committee.

- 8.1.6.1.3 The quorum necessary for the transaction of any business by the Executive Committee shall be two-thirds (2/3) of the Executive Committee members serving at any given time.
- 8.1.6.1.4 At meetings of the Executive Committee each member shall have one (1) vote.
- 8.1.6.1.5 Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.
- 8.1.6.1.6 Proper minutes shall be kept of the proceedings of the Executive Committee, and a record of the persons present at each meeting. The minutes shall be signed by the member who chairs the meeting, and shall be available at all times for inspection or copying by any member of the Executive Committee, and on two (2) days' notice to the Secretary or his or her deputy, by any member of the Association.
- 8.1.6.1.7 A resolution signed by all members of the Executive Committee shall be as valid as if passed at a duly convened meeting of the Executive Committee.
- 8.1.7 The Executive Committee may delegate any of its powers to any of its members, or to a special purpose committee. The member, committee, employee or agent to whom such delegation is made shall conform to any regulations and procedures that may be stipulated by the Executive Committee from time to time.
- 8.1.8 Members of special purpose committees should be fully paid-up members of the Association, and should have no pending Code of Conduct complaints against them.
- 8.1.9 The Executive Committee may appoint a Chief Executive and other officers and employees as it may consider necessary from time to time upon such terms and conditions as it may consider appropriate.

8.2 **General Meetings**

8.2.1 **Annual General Meeting**

- 8.2.1.1 An Annual General Meeting of the Association shall be held within a period of fifteen (15) months of the adoption of this Constitution. Subsequent Annual General Meetings shall be held within three (3) months of the end of each financial year.
- 8.2.1.2 Annual General Meetings shall be convened by the Chairperson on not less than twenty-one (21) days' prior written notice to all members entitled to attend the meeting. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting. It shall also include a form for nominating a proxy to vote on behalf of a member who is unable to attend. Proxy

forms should be completed and returned to the Chairperson not less than four (4) days before the date of the meeting.

8.2.1.3 Annual General Meetings may be held online via electronic means of communication, if so agreed by the Executive Committee.

8.2.1.4 The business of an Annual General Meeting shall include:

8.2.1.4.1 the presentation and adoption of the Annual Report;

8.2.1.4.2 the consideration of the Annual Financial Statements;

8.2.1.4.3 the election of members to serve on the Executive Committee for the following year;

8.2.1.4.4 the appointment of Auditors;

8.2.1.4.5 other matters as may be considered appropriate.

8.2.2 Other General Meetings

8.2.2.1 Other General Meetings of the Association shall be convened at any time by the Chairperson or at the written request of:

8.2.2.1.1 the Executive Committee;

8.2.2.1.2 one quarter (1/4) of the members of the Association.

8.2.2.2 Any General Meeting other than the Annual General Meeting shall be convened on not less than fourteen (14) days written notice to all members. The notice shall state the date, time and place of the meeting, a proxy voting form and, in broad terms, the business to be transacted at the meeting provided that: should the Chairperson, having been requested to give such notice, fail to give it within seven (7) days of the request, the persons requesting the meeting shall be entitled themselves to give notice of and to convene the meeting. In this case, the proxy voting forms shall be returned to the convenor of the meeting.

8.2.3 Quorum

8.2.3.1 A quorum constituting a General Meeting of the Association shall be one quarter (1/4) of the members.

8.2.3.2 Should any General Meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to another date, which shall be within seven (7) days thereafter. The notice reflecting such adjournment shall be given to the persons and in the manner provided for in this Constitution. At such reconvened General Meeting, the members then present or represented shall be deemed to constitute a quorum.

8.2.4 Resolutions and Voting

8.2.4.1 At all General Meetings, a resolution put to the vote shall be decided by means of a show of hands or by ballot. A vote by ballot shall be held only if demanded by the Chairperson or not less than one third (1/3) of the persons voting in person or

by proxy. The result of the vote shall be the resolution of the meeting.

8.2.4.2 Each member present or represented at such meeting shall be entitled to one (1) vote, excepting members nominated by members to vote by proxy for them, in which case the nominated member will have one (1) additional vote for each proxy form received by the Chairperson four (4) days prior to the meeting.

8.2.4.3 Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.

8.2.5 **Minutes**

Proper minutes shall be kept of the proceedings of all General Meetings, and a record of the persons present at each meeting. The minutes shall be signed by the Chairperson of the meeting, and shall be available for inspection or copying by any member on two (2) days' notice to the Secretary or his or her deputy.

8.2.6 **Powers**

Subject to the provisions of Clause 8.1.1.2 above, a duly convened General Meeting of the Association, at which a quorum is present, is competent to carry out all the objectives and to exercise all the powers of the Association as set out in this Constitution.

8.2.7 **Notices of Meetings**

8.2.7.1 Notice of all meetings provided for in this Constitution, shall be delivered in writing, via post or electronic mail, to the last address notified by each person concerned to the Association, or in any other manner as the Executive Committee may decide from time to time.

8.2.7.2 The accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting.

8.2.7.3 If posted, notices shall be deemed to have been received seven (7) days after posting.

9. FINANCIAL MATTERS

9.1 **Bank Account**

The Executive Committee shall open a bank account in the name of the Association with a registered Bank or Building Society. The Executive Committee shall ensure that all monies received by the Association are deposited in the abovementioned bank account as soon as possible after receipt.

9.2 **Signatures**

All cheques, promissory notes and other documents requiring signature on behalf of the Association shall be signed by two (2) of the Executive Committee members.

9.3 **Financial Year End**

The Association's financial year end shall be end of June each year.

9.4 **Financial Records**

The Executive Committee shall ensure that the Association keeps proper records and books of account which fairly reflect the affairs of the Association.

9.5 **Annual Narrative Report and Financial Statements**

9.5.1 The Executive Committee shall ensure that the Association prepares an Annual Narrative Report describing the Association's activities and Annual Financial Statements for each financial year. The Annual Financial Statements shall conform to Generally Accepted Accounting Principles and shall include a Statement of Income and Expenditure and a Balance Sheet of Assets and Liabilities.

9.5.2 Within three (3) months after drawing up the Annual Financial Statements, the Executive Committee shall ensure that:

9.5.2.1 the Association arranges for an Accounting Officer to certify that the Annual Financial Statements are consistent with the financial records of the Association and that its accounting policies are appropriate and have been appropriately applied in the preparation of its financial statements; or

9.5.2.2 the books of account and financial statements are audited and certified in the customary manner by an independent practising chartered accountant.

9.5.3 A copy of the Annual Financial Statements and Annual Narrative Report shall be made available to all members as soon as possible after the close of the financial year.

9.6 **ROSA ownership of a registered company**

9.6.1 Where ROSA owns more than ten percent of the shares of any registered company, said company will be represented at a shareholder's meeting by any member of ROSA who is also a director of said company. Where there are no members of ROSA who are directors of the company present, then they will be represented by the Chairperson or a representative that the Chairperson appoints.

9.6.2 No documents pertaining to the company owned by ROSA, such as annual financial statements, will be distributed at an Annual General Meeting of ROSA. If a member of ROSA wishes to see such documents, they may approach the Chairperson, and such documents will be provided for that person.

10. AMENDMENTS TO THE CONSTITUTION AND DISSOLUTION

The terms of this Constitution may be amended, the name of the Association may be changed and the Association may be dissolved by resolution of sixty six per cent (66%) of the members present at a General Meeting: provided that proper notice of the meeting is given not less than twenty-one (21) days prior to the date of the Meeting and such notice states the nature of the resolution to be proposed.

11. INDEMNITY

11.1 Subject to the provisions of any relevant statute, members of the Executive Committee and other office bearers shall be indemnified by the Association for all acts done by them in good faith on its behalf. It shall be the duty of the

Association to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into, or act done by him or her, in his or her said capacity, in the discharge, in good faith, of his or her duties on behalf of the Association.

- 11.2 Subject to the provisions of any relevant statute, no member of the Executive Committee and/or other office bearer of the Association shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the Association, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.

12. DISPUTES

- 12.1 In the event of a serious disagreement between the members of the Executive Committee and/or the Association regarding the interpretation of this Constitution then any two (2) Executive Committee members or any five (5) members of the Association shall be entitled to declare a dispute. Such declaration shall be in writing, state the issue in dispute, and be addressed to the Executive Committee.
- 12.2 The Executive Committee shall consider such declaration within two (2) weeks of receiving it. Should the Executive Committee not be able to resolve the dispute to the satisfaction of the person(s) declaring it, the dispute shall be referred either to a mediator or arbitrator.
- 12.3 Should the dispute be referred to a mediator, the person(s) declaring the dispute and the Executive Committee must agree on a suitable mediator and to the costs of such mediation. A mediator may recommend an appropriate resolution of the dispute.
- 12.4 In the absence of agreement regarding a mediator or should mediation not resolve the dispute, the dispute shall be referred to arbitration. The arbitrator shall be such suitably qualified person/s as the person(s) declaring the dispute and the Executive Committee may mutually agree. Alternatively, each of the parties shall be entitled to nominate one (1) arbitrator, who shall act jointly with a third person to be nominated jointly by the respective nominees of the parties; on the basis that a majority decision of the appointed arbitrators shall be final and binding.
- 12.5 The arbitration shall be held on an informal basis, and the arbitrator shall have the power to determine the procedure to be adopted subject to principles of natural justice.
- 12.6 The arbitrator may base her/his award not only upon the applicable law but also upon the principles of equity and fairness.
- 12.7 The person(s) declaring the dispute and the Executive Committee, beforehand, may agree to share the costs of the arbitration. In the absence of such agreement the arbitrator shall decide which parties shall be liable for the costs.
- 12.8 The decision of the arbitrator shall be final and binding upon all parties and capable of being made an Order of Court on application by any of them.

SCHEDULE A

REQUIREMENTS OF THE COMMISSIONER FOR THE SOUTH AFRICAN REVENUE SERVICE FOR EXEMPTION FROM TAXES AND DUTIES

As provided for in Clause 5.3 of this Constitution, the Association intends to apply to the Commissioner of the South African Revenue Service for the exemption from appropriate taxes and duties. In compliance with the anticipated requirements of the Commissioner in respect of such exemptions, the following provisions shall bind the Association:

1. In the case of a Public Benefit Organisation (PBO) seeking an exemption from income and other related taxes only, in terms of section 10(1)(cN) of the Income Tax Act, as amended: Carry out all its public benefit activities in accordance with section 30 of the Income Tax Act. Or, in the case of a PBO seeking a section 10(1)(cN) exemption from income and other related taxes and donor deductible status in terms of sections 10(1)(cN) and 18A, respectively, of the Income Tax Act, as amended: Carry on its public benefit activities in the Republic.
2. Only in the case of a PBO which provides funds solely to any income tax exempt PBO seeking a section 10(1)(cN) exemption from income and other related taxes only and section 18A donor deductible status, as described in section 18A(1)(b) of the Income Tax Act, as amended. During the year of assessment preceding the year of assessment during which the donation is received, distribute or incur the obligation to so distribute at least 75% of the funds received. Provided that the Minister may on good cause shown and subject to such conditions as he or she may determine, either generally or in a particular instance, waive, defer or reduce the obligation to distribute at least 75% of its funds having regard to the public interest and the purpose for which the relevant organisation wishes to accumulate those funds.
3. Carry on its public benefit activities in a non-profit manner.
4. Comply with such conditions, if any, as the Minister may prescribe by way of regulation to ensure that the activities and resources of the organisation are directed in the furtherance of its objects.
5. Submit to the Commissioner a copy of any amendment to the Constitution, Will or other written instrument under which it has been established.
6. Be required to have at least three persons, who are not connected persons in relation to each other, to accept the fiduciary responsibility of the organisation and no other single person directly or indirectly controls the decision making powers relating to that organisation: Provided that the provisions of this subparagraph shall not apply in respect of any trust established in terms of a will of any person who died on or before 31 December 2003.
7. In the event of the Association investing funds, invest such funds:
 1. with a financial institution as defined in section 1 of the Financial Services Board Act, 1990 (Act No. 97 of 1990); and/or

2. in securities listed on a stock exchange as defined in section 1 of the Stock Exchanges Control Act, 1985 (Act No. 1 of 1985) ; and/or
 3. in such other prudent investments in financial instruments and assets as the Commissioner may determine after consultation with the Executive Officer of the Financial Services Board and the Director of Non-Profit Organisations; provided that the provisions of this sub-paragraph do not prohibit any such organisation from retaining any investment (other than any investment in the form of a business undertaking or trading activity or asset which is used in such business undertaking or trading activity) in the form that it was acquired by way of donation, bequest or inheritance.
8. Be prohibited from carrying on any business undertaking or trading activity, otherwise than to the extent that:
1. the gross income derived from such business undertaking or trading activity does not exceed the greater of :
 1. fifteen per cent (15%) of the gross receipts of such public benefit organisation; or
 2. twenty five thousand Rand (R25 000,00);
 2. the undertaking or activity is:
 1. integral and directly related to the sole object of such public benefit organisation; and
 2. carried out or conducted on a basis substantially the whole of which is directed towards the recovery of cost, and which would not result in unfair competition in relation to taxable entities;
 3. the undertaking or activity, if not integral and directly related to the sole object of such public benefit organisation as contemplated in clause 8.2.1, is of an occasional nature and undertaken substantially with assistance on a voluntary basis without compensation; or
 4. the undertaking or activity is approved by the Minister by notice in the Gazette, having regard to:
 1. the scope and benevolent nature of the undertaking or activity;
 2. the direct connection and interrelationship of the undertaking or activity with the sole purpose of the public benefit organisation;
 3. the profitability of the undertaking or activity; and
 4. the level of economic distortion that may be caused by the tax-exempt status of the public benefit organisation carrying out the undertaking or activity.
9. Be 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; provided that a donor (other than a donor which is an approved public benefit organisation or an institution, board or body which is exempt from tax in terms of section 10(1)(cA)(i), which has as its sole or principal object the carrying on or any public benefit activity) 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.

10. Ensure that it is not knowingly a party to, and does not knowingly permit itself to be used as part of any transaction, operation or scheme of which the sole or main purpose is or was the reduction, postponement or avoidance of liability for any tax, duty or levy, which, but for such transaction, operation or scheme, would have been or would have become payable by any person under the Act or any other Act administered by the Commissioner.
11. Has not and will not pay any remuneration as defined in the Fourth Schedule, to any employee, office bearer, member or other person, which is excessive, having regard to what is generally considered reasonable in the sector and in relation to the service rendered and has not and will not economically benefit any person in a manner which is not consistent with its objects.
12. Comply with such reporting requirements as may be determined by the Commissioner.
13. Take reasonable steps to ensure that the funds which it may provide to any association of persons as contemplated in section 30(b)(iii) of the Act are utilised for the purpose for which they are provided.
14. Become registered in terms of section 13(5) of the Non-Profit Organisations Act, 1997 (Act No. 71 of 1997), within such period as the Commissioner may determine, and comply with any other requirements imposed in terms of that Act, unless the Commissioner in consultation with the Director or Non-profit Organisations designated in terms of section 8 of the Non-profit Organisations Act, 1997, on good cause shown, otherwise directs.
15. Has not and will not use its resources directly or indirectly to support, advance or oppose any political party.
16. Ensure that any books of account, records or other documents relating to its affairs are:
 1. where kept in book form, retained and carefully preserved by any person in control of the organisation, for a period of at least four years after the date of the last entry in any such book; or
 2. where not kept in book form, are retained and carefully preserved by any person in control of the organisation, for a period of four years after the completion of the transaction, act or operation to which they relate.

SCHEDULE B

GENERAL ADMINISTRATIVE AND INVESTMENT POWERS

1. To employ staff and hire professional and other services.
2. To institute or defend any legal or arbitration proceedings and to settle any claims made by or against the Association.
3. To open and operate accounts with registered banks and building societies.
4. To make and vary investments and re-invest the proceeds of such investments on condition that any investments made by the Association shall be with Financial Institutions as defined in Schedule A Clause 7 above.
5. To accept donations made to the Association and retain them in the form in which they are received, or sell them and re-invest the proceeds.
6. With regard to movable and immovable property and tangible and intangible assets of whatsoever nature:
 1. to purchase or acquire property and assets;
 2. to maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of the Association;
 3. to donate and transfer the property and assets of the Association to organisations with the same or similar objectives and the same exemptions from taxes and duties to those of the Association.
7. To borrow and to use the property or assets of the Association as security for borrowing.
8. To guarantee the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of the Association.
9. To execute any act or deed in any deeds registry, mining titles or other public office.
10. To work in collaboration with other organisations and to amalgamate with any organisation with the same or similar objectives and the same exemptions from taxes and duties to those of the Association.
11. To exercise all the management and executive powers that are normally vested in the Board of Directors of a Company.
12. To exercise all the powers and authority of the Association not only in the Republic of South Africa but in any other part of the world.

SCHEDULE C

SCHEDULE OF INITIAL MEMBERS

Name	Address
1. Romy Sommer	1. Randburg, Gauteng
2. Amanda Verbaan	2. Krugersdorp, Gauteng
3. Rebecca Arata	3. Johannesburg, Gauteng
4. Marie Dry	4. Pretoria, Gauteng
5. Kathy Bosman	5. Newcastle, Kwazulu-Natal
6. Yolande Pienaar	6. Balfour, Mpumalanga
7. Inge Saunders	7. Worcester, Western Cape
8. Elsa Winckler	8. Betty's Bay, Western Cape
9. Ashleigh Bredenhann	9. Cape Town, Western Cape
10. April Vine	10. Cape Town, Western Cape
11. Gina Rossi	11. Monaco
12. Zee Monodee	12. Mauritius
13. Rae Rivers	13. Cape Town, Western Cape
14. Sharon Naicker	14. Polokwane, Limpopo

SCHEDULE D

CODE OF CONDUCT

Purpose

This Code of Conduct serves as a code of professional conduct for all ROSA members. The purpose of this Code is to encourage members to exhibit integrity, honesty, and other good professional practices, in a way that reflects the values of the organisation.

The principles of this Code of Conduct are a broad framework to guide our members' decision making, but do not dictate member conduct or represent all situations.

Code of Conduct

We encourage our members to:

- demonstrate honesty and integrity in all professional dealings.
- strive for excellence in the profession of romance writing.
- act in a way that does not bring ROSA or any of its members into disrepute.
- avoid making false or misleading statements about ROSA where such statements are injurious to the organisation, its reputation, or its purposes.
- avoid any conduct which may be injurious to ROSA, its purposes, or its members.
- show proper regard for ROSA's property, for confidential information, and for the privacy of ROSA's members.
- avoid intentional misrepresentation of ROSA membership credentials, either within the organisation or to the public.
- write their own original works, and not pass off the work of third parties as their own.
- support authorial and intellectual property rights, and refrain from plagiarism and copyright and/or intellectual property infringement.
- show respect to all fellow members, regardless of age, race, gender, sexual orientation or religion.
- respect differences in opinions and ideas.
- act in the interests of ROSA when performing any duties or obligations on behalf of the organisation, and avoid any conflict of interest.
- disclose any conflicts of interest, including but not limited to, recommending author services on any of the organisation's platforms or to its members without disclosing commissions or finder's fees that have been offered by the provider of said services in exchange for finding future business.
- observe and adhere to ROSA's Constitution, policies and any other rules that may from time to time be announced.

Disciplinary Action

A ROSA member may be subject to disciplinary action, including but not limited to revocation of membership, permanent expulsion from the organisation, or a ban from attending ROSA events or entering ROSA contests, if the actions of such member are determined by the Executive Committee to constitute one or more of the following:

1. Unauthorized use of ROSA property, including but not limited to funds or money, the organisation's name, logo, copyrighted information, or membership information.
2. Intentional copying or plagiarism of the written works of others (including but not limited to books, articles and/or manuscripts) with an intention to claim such work(s) as the member's.
3. Unauthorized use of the intellectual property of others, including but not limited to use of images, or another member's name, logo, trademarks or service marks, and/or copyrighted information.
4. Intentionally engaging in conduct with the intent of harming a member's career, reputation, or wellbeing. Specifically excluded from this section are true statements, personal disagreements, and honest discussions of books, social media posts, or marketing materials.
5. Intentionally making another member's personal, private identifying information public with the intent of harming the other member's career, reputation, or wellbeing, and the public broadcast of another member's private or sensitive information without explicit consent.
6. Harassment of other ROSA members in any form, via social media, online or in person, or of any non-members at any ROSA event. Harassment is defined as (i) offensive comments related to race, colour, ethnicity, age, gender, gender identity or expression, sexual orientation, disability, physical appearance, body size, or religion, (ii) inappropriate physical contact, and (iii) unwelcome sexual attention.

Before any disciplinary action is taken, the member will be given a chance to respond. All ROSA members have the right to be heard.