



**The Companies Act No 71 of 2008
Section 21 NPO**

**MEMORANDUM OF ASSOCIATION
OF THE DAMPPROOFING & WATERPROOFING ASSOCIATION
OF SOUTHERN AFRICA**

1. The name of the company (“The Association”) is The Dampproofing & Waterproofing Association of Southern Africa.
2. The Registered office of the Association is to be situated in South Africa.
3. The objects for which the Association is established are:
 - 3.1. to promote and assist business engaged directly or indirectly in the Dampproofing and Waterproofing industries or restoration or in related industries and to further the commercial and other interests of those businesses;
 - 3.2. to provide for the formation and exchange of views on any question connected with the conduct of any trade or business with which any of the members of the Association is associated;
 - 3.3. to represent, express and give effect to the opinions of the members of the Association;
 - 3.4. to promote or oppose bills in Parliament or other measures affecting members of the Association and to lobby Ministries or any other regulatory body;
 - 3.5. to collect and circulate statistics and information;
 - 3.6. to undertake and arrange for the settlement of disputes by arbitration or any other method;
 - 3.7. to enter into agreements for the advancement of trade and business and the protection of persons engaged in commerce and industry;
 - 3.8. to subscribe to and promote the aims and objects of any society or association having objects similar to all or any of the objects of the Association and to encourage and to support any society, association or movement for the improvement of commercial law;

3.9. to undertake research into the special problems of the Dampproofing and waterproofing of buildings and of preserving or restoring buildings in general.

4. In furtherance of the principal objects but not otherwise the Association shall have the power:

4.1. to purchase, take on lease or in exchange, hire or otherwise acquire any real and personal estate which may appear convenient;

4.2. to accept any gift of property, whether subject to any special trust or not, for any purpose within the principal objects;

4.3. to take such steps by personal or written appeals, public meetings or otherwise as may seem expedient for the purpose of procuring contributions to the funds of the Association;

4.4. to print and publish any newspapers, periodicals, books or leaflets;

4.5. to sell, lease, mortgage or otherwise deal with all or any part of the property of the Association;

4.6. to borrow and raise money and secure its repayment in any manner;

4.7. to invest the funds of the Association in or upon such investments, securities or property as may be thought fit;

4.8. to undertake and execute any trusts or any agency business which may seem conducive to any of the principal objects;

4.9. to establish and support, and to aid in the establishment and support of any other association formed to promote all or any of the principal objects;

4.10. to amalgamate with any companies, institutions, societies or associations having objects wholly or in part similar to those of the Association;

4.11. to purchase or otherwise acquire and undertake all or any part of the property, assets and liabilities of any body with which the Association is authorized to amalgamate;

4.12. to transfer all or any part of the property, assets and liabilities of the Association to any body with which the Association is authorized to amalgamate;

4.13. to do all such other lawful things as are incidental or conducive to the pursuit or to the attainment of any of the principal objects.

5. The income of the Association, from wherever derived, shall be applied solely in promoting the above objects, and no dividend shall be paid and no distribution shall be made to its members in cash or otherwise.

6. The liability of the members is limited.

7. Every member of the Association undertakes to contribute such amount as may be required not exceeding R50 to its assets if it should be wound up while he is a member or within one year after he ceases to be a member, for payment of the debts and liabilities of the Association contracted before he ceases to be a member, and of the costs, charges and expenses of winding up, and for the adjustment of the rights of the contributories among themselves.

8. If on the winding up of the Association there remains any surplus after the satisfaction of all its debts and liabilities, the surplus shall not be distributed among the members of the Association, but shall be given or transferred to some other body (whether or not it is a member of the Association) having objects similar to those of the Association, or to another body the objects of which are the promotion of charity and anything incidental or conducive thereto.

WE, the company whose name and address is subscribed, wish to be formed into a company in pursuance of this memorandum of association.

Name and address of Subscriber

Name: THE DAMPPROOFING AND WATERPROOFING ASSOCIATION OF SOUTHERN AFRICA

Signed on behalf of The Dampproofing and Waterproofing Association of Southern Africa by:

Full Names:

Address:

Signature: Dated:

Witness to the above signature:

Full Names:

Address:

Signature: Dated: