RULES

OF **INDEPENDENT CONNECTED AUDIOLOGY NETWORK NPC**

Registration Number: 2024/098095/08

1 PREAMBLE

1.1 These Rules are intended to support the practical implementation of the provisions and procedures outlined in the Memorandum of Incorporation of **Independent Audiology Network NPC** (the "Company").

1.2 To achieve these objectives, every Member is required to respect and adhere to these Rules.

1.3 These Rules have been established in accordance with the Memorandum of Incorporation ("MOI") of the Company and are binding on all Members, including any interpretation or decision made by the Directors regarding these Rules.

1.4 The Directors of the Company may, from time to time, amend these Rules, and such amendments shall be binding on every Member.

1.5 The Board of Directors is entrusted with the authority and responsibility to enforce and uphold these Rules.

2 INTERPRETATION

2.1 In these Rules, headings are for convenience only and shall not be used in its interpretation and, unless the context clearly indicates a contrary intention, an expression which denotes -

2.1.1 any gender, includes the other genders;

2.1.2 a natural person, includes an artificial or juristic person and *vice versa*;

2.1.3 the singular, includes the plural and *vice versa*; and

2.1.4 words that are defined in the Companies Act, 2008 and in the MOI bear the same meaning in these Rules as in the Act.

2.2 In the event of any inconsistency or conflict between the provisions of these Rules and those contained in the MOI, the provisions of the MOI shall take precedence.

2.3 Each term, condition, right, and obligation set out in these Rules (collectively referred to for convenience as the “provisions”) is separate and independent from the others. If any specific provision, or part of a provision, is declared invalid or unenforceable, such invalidity will not affect the validity or enforceability of the remaining provisions or any part thereof.

2.4 Any extension of time, waiver, leniency, or concession granted by the Directors in respect of any provision of these Rules shall not be interpreted as a waiver of the Directors’ rights. Such actions shall not prevent the Directors from later enforcing or applying the Rules strictly and in full, including exercising any rights or obligations against a Member in accordance with these Rules.

3 PRINCIPLES OF COMMITMENT OF THE BOARD OF DIRECTORS

3.1 The Directors of the Board of the Company commit to the following in dealings with each other, within the context of the committee, and in dealings with members or the public:

3.1.1 **Integrity: Act with honesty, transparency, and fairness in all dealings with each other.**

3.1.1.1 Directors commit to always providing full information to the committee, reflecting each person's knowledge set at any time.

3.1.1.2 Should new knowledge come to the attention of any director, and especially when this information may materially or potentially alter the decisions made by the committee, it will be shared with committee members at the first opportunity to do so.

3.1.2 **Objectivity: Make decisions based on evidence and merit, avoiding personal biases.**

3.1.2.1 Directors agree to manage their relationships with members; non-members; colleagues and other industry

partners without bias based on personal opinions.

3.1.2.2 Should a bias be present, the director will bring the bias to the attention of other committee members, and if such bias is recognized to have the capacity to affect the director's participation in any given task involving the subject of the bias, the director shall recuse themselves from the process.

3.1.3 **Confidentiality: Protect sensitive information and maintain privacy.**

3.1.3.1 Directors agree that the existing or any proposed goals, objectives and subgoals of the NPA, will be proposed to the committee prior to any discussion outside of the committee with any other individual or in any social media context.

3.1.3.2 No commitments or discussions with external parties can be held without consultation with the Directors.

3.1.3.3 Directors agree that decisions that are taken by the group are both binding (per majority vote) and confidential.

3.1.3.4 Directors undertake to maintain the confidentiality of the workings of the NPA and opinions of the committee, even after they have resigned as a director.

3.1.4 **Professional Competence: Strive for continuous learning and improvement in relevant skills.**

3.1.4.1 As representatives of the NPA, Directors undertake to lead by example in their own clinical endeavours, maintaining the ethical responsibility towards continued

professional development.

3.1.4.2 Directors also commit to only providing advice to others, or care for patients, within their own skillset and experience.

3.2 PROFESSIONAL BEHAVIOUR

3.2.1 Directors will avoid any disparagement of other professionals (individuals/groups).

3.2.2 Directors will approach relationships with all industry stakeholders with an attitude of good faith and respect.

3.2.3 Directors acknowledge that while on the committee, each director is recognised to be a leader and example in the audiology community. This means that, while we are individuals and professionals within our own right, our actions, advertising, communication and clinical behaviours are also seen as a reflection of each other, and of the Company.

3.2.4 For this reason, directors must take the image of the Company and each other into consideration when acting in our personal capacities and shall consult with other directors in at any time when our own actions could play a role in the perception of the broader community.

3.3 **RESIGNATION AND APPOINTMENT**

3.3.1 A director can be removed should any of the principles as outlined above, be contravened, by a majority (over 50%) of the remaining directors.

3.3.2 A director can voluntarily resign at any time, with 2 calendar months'

notice.

3.4 **General:**

3.4.1 At all times, directors will be conscious of the potential for contravention of the committee principles above, and the subset of definitions as below, and act accordingly:

3.4.1.1 **Conflict of Interest:** Disclose any potential conflicts of interest and recuse oneself from decisions where a conflict exists.

3.4.1.2 **Transparency:** Maintain open communication and provide clear explanations for decisions.

3.4.1.3 **Accountability:** Take responsibility for actions and decisions.

3.4.1.4 **Fairness:** Treat all individuals equitably and impartially.

3.4.1.5 **Due Diligence:** Conduct thorough research and analysis before making decisions.

3.4.1.6 **Respect for Diversity:** Value and respect diverse perspectives and opinions.

3.4.1.7 **Timeliness:** Adhere to deadlines and timelines for tasks and decisions.

3.4.1.8 **Effective Communication:** Use clear and concise language in all communications.

3.4.1.9 **Collaboration:** Work cooperatively with other committee members to achieve common goals.

3.4.1.10 **Compliance:** Adhere to all relevant laws, regulations, and organizational policies of the organization and the profession.

3.5 Additional Considerations:

3.5.1 **Ethical Guidelines:** Adhere to the specific ethical guidelines and codes of conduct applicable to the profession of Audiology

3.5.2 **Whistleblower Protection:** Procedures for reporting ethical concerns start within the committee and the committee acts as a group to report concerns to authorities and regulators to mitigate adverse responses to any individual director and to act without fear of retaliation.

3.5.3 **Regular Review:** The directors undertake to have an annual review of the committee's MOU, ethical practices and procedures, with a view to adapting measures if any need for change is identified. Change is only effective if agreed upon IN WRITING by the majority (more than 50%) of directors.

3.5.4 **Training:** The directors agree to discuss any errors that may occur and, if additional training in ethics and professional conduct is identified, undertake to provide it to our committee members.

4 MEMBERSHIP

4.1 The Company has the absolute discretion to approve or reject membership in accordance with the eligibility criteria as set out hereunder and in terms of the Rules of the Company.

4.2 As a prerequisite for membership:

4.2.1 a member must be a registered independent practicing audiologist or acoustician, within the Republic of South Africa; and

4.2.2 a member must be registered with the Health Professions Council of South Africa (the "Council"). The Company reserves the right to refuse an applicant, or suspend or terminate any membership in the event that a member is, in respect of the Council:

4.2.2.1 Under investigation by the Council;

4.2.2.2 Is facing disciplinary action by the Council;

4.2.2.3 Has been suspended or deregistered by the Council; or

4.2.2.4 Has or has in the past had a complaint/s against him/her which is, in the sole and exclusive opinion of the Board, of sufficient gravity to warrant an applicant's refusal, or the disbarment, suspension or termination of membership by the Company.

4.3 Persons wishing to apply for membership of the Company shall make application to the Board in a manner and on an application form as the Board prescribes from time to time. Applications for membership must be submitted to the Board and must be accompanied by any documents likely to assist the Board in considering the application. An application for membership of the Company will include an undertaking by the applicant to subscribe to and be bound by this Memorandum, the Company's policies as laid down (including "Code of Conduct"), and such ethical standards as are laid down by any entity to which the Company is a subscribing member.

4.4 The decision to admit an applicant for membership, to decide the class of membership of the applicant or to reject the application is at the sole and absolute discretion of the Board. The decision of the Board in this regard is final and binding and there is no basis of any appeal against such decision.

4.5 An applicant for membership will be admitted with the consent of the Board, provided that the applicant meets the following criteria:

4.5.1 A Member must be a registered independent practising audiologist or acoustician, within the Republic of South Africa;

4.5.2 All Members must agree and adhere to the Company's code of ethics, as attached in Annexure A hereto;

4.5.3 All Members must be registered with the Health Professions Council of South Africa (the "Council"). The Company reserves the right to suspend or terminate any membership in the event that a Member is, in respect of the Council:

4.5.3.1 Under investigation by the Council;

4.5.3.2 Is facing disciplinary action by the Council;

4.5.3.3 Has been suspended or deregistered by the Council; or

4.5.3.4 Has or has in the past had complaint/s against him/her which is, in the sole and exclusive opinion of the Company, of sufficient gravity to warrant refusal, suspension or termination of membership by the Company.

4.6 The classes of membership, shall be:

4.6.1 Category 1 shall be a Primary Full member. A Primary Full member is defined as the nominated primary audiologist or acoustician representing an independent private practice being either an owner, shareholder or partner;

4.6.2 Category 2 shall be a Secondary Full member. A Secondary Full member is defined as an audiologist or acoustician being a co-owner, partner or shareholder of the independent practice who has a nominated Primary Full member;

4.6.3 Category 3 shall be an Employed member. An Employed member is defined as a registered audiologist or acoustician who is employed by an independent practice who may or may not be/have a Primary Full member, where the Employed member holds no shareholding within the independent practice or any independent practice being represented by

a member with the Company;

4.6.4 Category 4 shall be a Community Service Audiologist or Extern. A Community Service Audiologist or Extern shall mean a registered audiologist who renders his/her service at an approved community service centre and who does not render the services of a registered audiologist within an independent private practice; and

4.6.5 Category 5 shall be a student, studying towards qualification as an audiologist or acoustician.

4.7 Categories 1 and 2 shall be voting members of the Company.

4.8 Categories 3, 4 and 5 shall not have voting rights.

4.9 Every member is obliged to comply with the provisions of the MOI, Rules, Code of Conduct and contribute to the accomplishment of the objectives of the Company, within the limits of their skills and commitments.

4.10 The Board has the power to terminate or suspend a member's membership of the Company by resolution which is supported by a 75% (seventy five percent) majority of the votes exercised thereon by the directors in circumstances where the member does no longer meet the requirements as set out in the Rules.

4.11 The Board may at any time and in its sole discretion lift the suspension of membership of a member as envisaged above if approved by resolution which is supported by a 75% (seventy five percent) majority of the votes exercised thereon by the directors.

4.12 While the membership of a member is suspended as envisaged above for whatever reason, such member is not be entitled to attend and to vote at any meeting of members for the duration of such suspension.

4.13 A member whose membership has been suspended or terminated remains liable

for all sums that may at the date of suspension and/or termination of its membership be due by it to the Company and is not entitled to any refund of subscription monies already paid, nor will it have any claim against the Company or its officers, its property or its funds.

4.14 A member ceases to be a member of the Company if:

4.14.1 its membership is terminated in terms of clause 4.10 above; or

4.14.2 upon its resignation in terms of clause 4.16 below; or

4.14.3 dies;

4.14.4 fails to make punctual payment of any amount due to the Company and despite a written demand;

4.14.5 fails to discharge any of the member's obligations to the Company on due date or fails to comply with an any provisions of this MOI, Rules, code of conduct or any other regulation issued by the Company; or

4.14.6 is sequestrated, surrenders his/her estate;

4.14.7 is placed under curatorship.

4.15 A termination of membership will take effect immediately after notice in writing to the member concerned, or acceptance of such resignation by the Board, as the case may be.

4.16 Any member may resign by giving at least 2 (two) calendar months written notice to the Board.

4.17 Once membership has been terminated, members lose all of their rights and benefits in respect of the Company. In the event of a person wishing to be reinstated as a member, such person is obliged to submit a new application on

the basis set out in clause 4.3 above.

4.18 Upon the cessation of membership of a member, the Board has, in its discretion, the right to notify all persons with an interest therein, whether members of the Company or not, that the membership of the member in question has been terminated and the member hereby consents to such notification and will have no claim against the Company for any damages or loss of business that the member may suffer or incur as a result of such notification.

4.19 The Company maintains at its registered office a register of members of the Company as required by the Companies Act.

4.20 The members hereby acknowledge that the Company has locus standi and an interest in preventing a member whose membership has ceased from representing that it is a member of the Company, and the Company is accordingly be entitled to an interdict against such former member who persists or threatens to persist in making any such representation.

4.21 Members of the Company may not assign or transfer their membership to the Company to any person.

4.22 Meetings shall proceed in accordance with the MOI of the Company.

4.23 Members shall be obligated to:

4.23.1 pay all fees and charges due to the Company in terms of the Member's membership in accordance with the Membership Agreement and fees as adjusted and published from time to time;

4.23.2 inform the Company as soon as possible of any changes in material information which the member has previously supplied to the Company;

4.23.3 comply with the terms of MOI, Rules, Code of Conduct, Membership Agreement and all other policies of the Company, which shall be provided to the members from time to time;

4.23.4 adhere to all ethical standards, rules and regulations of the Council.

4.24 The members, unless authorised by resolution of the Company directors, may not create obligations or contract on behalf of the Company.

4.25 The members shall not engage in any activity which operates in conflict with the interests of the Company. All Members are furthermore obliged to notify the Company of any situation or activity which compromises, prejudices or is a conflict of interest to the Company.

4.26 MEMBERSHIP FEES

4.26.1 Members shall be responsible for the prompt payment of membership fees, due in terms of the Membership Agreement and fee schedule as published from time to time.

4.26.2 Membership fees shall be determined as per the fee schedule (as adjusted and updated from time to time) and which amount shall be payable monthly in advance, with the first payment being due on the effective date being the date of application (first payment) and subsequent payments being on the same day of the month every month thereafter.

4.26.3 The method of payment shall be as described and communicated from time to time by the Company. In the event of a change in payment method, the Company shall give 60 (SIXTY) days' notice in writing to the members of such proposed change.

4.26.4 the Company may review the membership fees from time to time. In the event of any changes in membership fees, the Company shall inform the members of such change in membership fee, in writing by giving 60 (SIXTY) days' notice of such change.

4.27 BREACH BY MEMBER

4.28 In the event of any party committing a breach of membership and fails to remedy such breach within 7 (SEVEN) days of written notice, then the Board may cancel the member’s membership.

4.29 the Board may, in its sole discretion, terminate a membership, on 7 (SEVEN) days written notice, if the Company is of the opinion that the Member no longer qualifies in terms of the terms of membership or if the member has breached any of its obligations, or has compromised any standards, codes, and ethics of the profession.