

## Friendly Societies

### Application for Registration Guidelines

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This document serves the main purpose of providing guidance to the persons who apply to NAMFISA (“the Authority”), to be registered as Friendly Societies under the Friendly Societies Act, 1956 (Act No. 25 of 1956) (“the Act”).

#### 1. The Model Rules of a Friendly Society

The document titled “Model Rules for Friendly Societies” is mainly a skeleton document that serves the purpose of guiding applicants when they structure the rules for the Friendly Society they would like to register.

In the document, instructions are made in curl brackets, {}, and are brown in color. Rules may be added to the skeleton document or amended as deemed necessary, but should at the same time be in line with the Act. The set of rules to be submitted to the Authority with/without any additional rules or amendments to the skeleton document will be subject to approval by the Authority.

**Note:** A page with the signatures of each of the members of the Management Committee must be included in the set of rules. The set of rules must then be initialed on **each and every page**, excluding the page on which the signatures are made.

## 2. The Checklist of all documents to be submitted to the Authority alongside the application

A checklist is attached to this document, to ensure that the applicant submits all the documents and information as required by the Authority.

Should the applicant fail to attach all the necessary documents to the application, as indicated on the checklist, no review will be done on the application until such document(s) is/are submitted to the Authority within the timeline that shall be communicated to the applicant.

## 3. The object(s) of a Friendly Society

Please note that it is highly recommended that the applicant ensures that its objective is in line with the following:

### Objects for which Friendly Societies may be established

As per Section 2 (1) of the Act, a friendly may be established for one or more of the following objects, namely:

- the relief or maintenance during minority, old age, widowhood, sickness or other infirmity, whether bodily or mental, of members or their husbands, wives, widows, widowers, children or other relatives or dependants;
- the granting of annuities, whether immediate or deferred, to members or to nominees of members, or the endowment of members or nominees of members;
- the insurance of a sum of money to be paid or other benefit to be provided-
  - (i) on birth of a member's child; or
  - (ii) on the death of a member or any other person mentioned in paragraph (a) or in the form of an endowment insurance on the life of a member or such a person; or
  - (iii) towards the expenses in connection with the death or funeral of any member or any such person; or
  - (iv) during a period of confined mourning by a member or such a person;
- the insurance against fire or other contingencies of the implements of the trade or calling of any member;
- the provision of a sum of money on a member's leaving the service of his employer owing to dismissal, resignation or otherwise, unless in the opinion of the registrar the principal object

is the provision of a sum of money on a member's leaving such service because of marriage or intended marriage;

- the relief or maintenance of members, or any group of members, when unemployed or in distressed circumstances otherwise than in consequence of the existence of a strike or lockout as defined in section one of the Industrial Conciliation Act, 1956 (Act 28 of 1956);
- the provision of sums of money for the advancement of the education or training of members or of the children of members;
- such other business as the Governor-General may by proclamation in the Gazette declare to be business in respect of which a friendly society may be established.

#### Objects for which Friendly Societies **may not be** established

As per Section 2 (1) of the Act, no association or business shall be regarded as a friendly society if:

- none of the persons entitled to the benefits specified in subsection (1) contributes to such association or business; or
- any of its activities fall within the objects of a pension fund organization as set out in paragraph (a) or (b) of the definition of "pension fund organization" in section one of the Pension Funds Act, 1956; or
- in terms of its rules each member is entitled at all times to withdraw the full amount of his contributions, subject to such notice as may be prescribed in its rules; or
- the benefits mentioned in subsection (1) are provided exclusively by way of loans which in terms of its rules must be repaid.

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## Friendly Societies

### Application for Registration Checklist

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Please tick the documents as submitted to NAMFISA for the application of registration as a Friendly Society.

	Document Name		Tick
1	Business Plan	<input type="checkbox"/>	<input type="checkbox"/>
2	2 Sets of the Society's Rules	<input type="checkbox"/>	<input type="checkbox"/>
3	Certificate by a Valuator (certifying that the Society's Rules are financially Sound)  (See Section 5(2) of the Friendly Societies Act, 1956 (Act No. 25 1956))	<input type="checkbox"/>	<input type="checkbox"/>
4	Projected financial Statements (for the next 5 year)	<input type="checkbox"/>	<input type="checkbox"/>

5	Completed Fit and Proper Sheets (Principal Officer and the Interim Management Committee members)		
6	Curriculum Vitae (Principal Officer and the Interim Management Committee members)		

**Kindly please note that a registration fee of N\$ 20.00 is payable once NAMFISA is satisfied with the submitted rules.**



**MODEL RULES  
FOR  
FRIENDLY SOCIETIES**

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**TO BE REGISTERED UNDER THE FRIENDLY SOCIETIES ACT, 1956 (ACT NO. 25 OF 1956).**

**ENQUIRIES**

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*Note: All the items indicated in curl brackets, {}, are instructions/guidelines and refer to sections in the Friendly Societies Act, 1956 (Act No. 25 of 1956).*

**1. NAME {Section 6} and {Section 13 (a)}**

The name of the Society is *{name of Society}* Friendly Society, hereinafter referred to as “the Society”. The abbreviated name is *{inset the abbreviation}. {If applicable}*

**2. LEGAL PERSONA {Section 7(1)}**

The Society shall, under its registered name, and so far as its activities are concerned with any of its objects as set out in section two of the Act, become a body corporate capable of suing and being sued in its corporate name and of doing all such things as may be necessary for or incidental to the exercise of its powers or the performance of its functions in terms of its rules.

**3. THE REGISTERED OFFICE {Section 9} and {Section 13(a)}**

**3.1** The registered office of the Society is situated at *{insert the physical address of the Society which must be within the borders of the Republic of Namibia}*. The Society’s Management Committee may transfer such office to any other location in the Republic of Namibia, should circumstances so dictate and the Members of the Society as well as the Registrar shall be notified accordingly in terms of rule *{insert the applicable rule number that refers to rule amendments}*.

**3.2** Correspondence to the Society may be addressed to:

*{Provide postal address}*

The address may be amended by the Executive Committee by written notice to the Registrar.

#### 4. DEFINITIONS

*{Note: All the terms used in the rules, including the ones listed below, should be defined in accordance with the Friendly Societies Act, 1956 (Act No. 25 of 1956) (“the Act”).*

*{Omit the words that are not used in the Rules}*

**4.1 In these rules, the following words are defined as:**

*{Any terms used in the rules that need to be clarified or defined, may be listed and defined under this section}.*

**4.1.1 “Act”**

**4.1.2 “Approval”**

**4.1.3 “Auditor”**

**4.1.4 “Claims”**

**4.1.5 “Expenses”**

**4.1.6 “Contribution”**

**4.1.7 “Dependant”**

**4.1.8 “Fit and proper”**

**4.1.9 “Funds”**

**4.1.10 “Management Committee”**

#### 4.2 As in the Act, the following words or expressions are defined as:

- 4.2.1 “Actuary”
- 4.2.2 “Assets”
- 4.2.3 “Court”
- 4.2.4 “Financial year”
- 4.2.5 “Friendly Society”
- 4.2.6 “Liabilities”
- 4.2.7 “Market Value”
- 4.2.8 “Member”
- 4.2.9 “Officer”
- 4.2.10 “Person”
- 4.2.11 “Prescribed”
- 4.2.12 “Principal Officer”
- 4.2.13 “Registered”
- 4.2.14 “Registered Office”
- 4.2.15 “Registrar”
- 4.2.16 “Regulation”
- 4.2.17 “Rules”
- 4.2.18 “Society”
- 4.2.19 “Valuator”

#### 5. OBJECTS {Section 2} and {Section 13 (b)}

The Object or Objects of the Society shall be to provide *{Insert the type of benefits}* benefits to its Members and their Eligible Dependants (if any) to be made available on *{describe the event}*, towards the expenses in connection with *{mention what the benefits include}*.

## 6. MEMBERSHIP

### 6.1 Eligibility

*{In the case of a non-restricted Society, use the following wording}.*

In accordance with Rule 8, the Society's membership is open to any person. *{Any additions such as age restriction}*

*{OR in the case of a Society with a restricted membership, use the following wording}.*

In accordance with Rule *{insert the applicable rule}*, the Society's membership is restricted to *{Mention the restrictions and any other conditions depending on the Society's object(s) as well as any other additions such as age restrictions}*.

### 6.2 Membership of Minors

*{Any such Rule should be in accordance with Section 16}*

### 6.3 Membership of Married Women

*{Any such Rule should be in accordance with Section 17}*

### 6.4 Dependant Registration

*{Describe the process of registering dependants}*

## 7. MEMEBRSHIP CLASSES (If any) {Section 13(d)}

(It is important that an Annexure is attached to the Rules by each Friendly Society that has different membership options available, clearly distinguishing between the said options/classes)

A member must, on admission, choose to participate in any of the following available options, detailed in Annexure.... *{Insert relevant reference of the Annexure}*:

*{List the options and give a description of each option. In the referenced Annexure, each option should have a corresponding benefit amount, as per Rule {insert the applicable rule}, and should be specified in Namibian Dollars}*

## 8. REQUIREMENTS FOR ADMISSION TO MEMBERSHIP {Section 13 (d)}

8.1 Application for membership shall be made by *{State the application process in the case of first application and in the case of re-admission where membership has been terminated}*.

8.2 Each applicant shall in respect of himself and his Eligible Dependants, furnish satisfactory evidence of *{State the documents required upon application for membership, e.g. identity documents, marriage certificates, birth certificates and so forth}*, together with such other information as the Executive Committee may reasonably require.

8.3 *{State conditions under which the Executive Committee, in its absolute discretion, may decline admission to membership in the event that a member fails to disclose certain information as required by these Rules}*

## 9. TERMS AND CONDITIONS APPLICABLE TO MEMBERSHIP

Every member will, on admission to membership, receive a detailed summary of the Society's Rules which shall include contributions, benefits and limitations *{if any}*, the member's rights and obligations. Members and any person who claims any benefit under these Rules or whose claim is derived from a person so claiming are bound by these Rules as amended from time to time. *{Section 15}*

## 10. MEMBER TO PROVIDE INFORMATION – CHANGE IN MEMBER STATUS

### 10.1 Change of address of Member

A member must notify the Society within *{Insert number of days}* days of any change of address including his/her domicile.

**10.2** *{Any other change in information that the Society requires a member to submit to the Society can be listed here. Time limits should be provided as well}*

The Society shall not be held liable if a member's rights are prejudiced or forfeited as a result of the member's neglecting to comply with the requirements of this rule.

## 11. WAITING PERIODS

The Society may impose on a Member in respect of whom an application is made for membership or admission as a dependant:

**11.1** a general waiting period of up to *{Insert number of months}* months; and

**11.2** a condition-specific waiting period of up to *{Insert number of months}* months, where applicable subject to the following conditions:

*{List the conditions}*

## **12. TERMINATION OF MEMEBERSHIP *{Section 13 (d)}***

### **12.1 Voluntary termination of membership**

A member may voluntarily terminate his/her membership of the Society on giving *{Insert the number of months}* month(s) written notice of his/her intention to do so to the Executive Committee. All rights to benefits shall cease after the last day of membership. *{State the period after which the membership shall cease following the date of resignation of the member}*

### **12.2 Death**

Membership of a member naturally terminates on his/her death.

### **12.3 Failure to pay amounts due to the Society**

Failure to pay contributions/premiums due in terms of the Society's Rules, after having been afforded a reasonable opportunity to pay the outstanding contributions/premiums, may result in the termination of membership.

### **12.4 Refunds to Members**

In the event that a member's membership has been terminated, whether by resignation, death or by any other circumstances as per the Rules including the failure to pay amounts

due to the Society, such Members shall not be entitled to any refund of money which had become due and payable to the Society.

### 13. CONTRIBUTIONS *{Section 13(c)}*

13.1 Each member shall contribute to the Society an initial contribution of N\$ *{amount}* on or before *{State when}* and succeeding contribution fees of N\$ *{amount}* per month that shall be paid no later than the *{insert the day}* of each month. Contributions shall be *{paid to/collected by}* *{name/venue/account and method of payment}*.

*{OR in the case of Societies with different membership classes, the following wording can be used}*

*{Note: (It is important that an Annexure is attached to the Rules by each Friendly Society, clearly illustrating the different contribution fees for each member option/class)}*

The total monthly contributions payable to the Society by or in respect of a member are as stipulated in Annexure.... *{Insert the relevant Reference of the said Annexure}*.

13.2 Contributions shall be due monthly in advance or in arrears as may be determined by the Executive Committee and be payable not later than the *{insert day}* day of each month.

13.3 An official proof of payment in the form of *{Describe}* shall be issued by *{mention the person(s) responsible}* to the member for each and every contribution received.

13.4 In the event where contributions or any other debt owing to the Society, have not been paid within *{insert days or months}* of the due date, the Society shall have the right to:

*{List the actions to be taken by the Society which should include suspension of membership and issuing of notices. Time-frames should be included as well}*



13.5 In the event that payments are brought up to date, and provided that membership has not been cancelled in accordance with Rule *{insert the applicable rule}*, a member shall once again be entitled to his/her benefits. *{The Society may present the Rule in a way deemed necessary by the Interim Management Committee}*

#### 14. OTHER FUNDS *{Section 13(c)(l)}*

Additional fees may be required from a member of the Society if *{mention the reason}* and only if it is required to do so by the *{mention the person or committee responsible}* of the Society.

*{Any additions} {Also mention whether such additional contributions are payable under a separate table and the maintenance of a separate account for such contributions}*

Any other manner in which funds are to be raised:

*{List}*

The Society shall use these funds to cater for *{list the types of expenses}*.

#### 15. FINES AND NON-FORFEITURES *{Section 13(f)}*

15.1 If the contributions payable in terms of Rule *{insert the applicable rule}* are more than *{insert the number of months}* months in arrears, any claims of benefits in terms of these rules shall be forfeited in respect of the member and or any of his/her eligible dependants.

15.2 If the contributions payable in terms of Rule *{insert the applicable rule}* are more than *{insert the number of months}* months in arrears, membership shall be terminated.

15.3 The liability of a member to the Society is limited to the amount of his/her unpaid contributions together with any sums disbursed by the Society on his/her behalf or on behalf of his/her dependants which has not been paid to the Society.

15.4 In the event of a member ceasing to be a member of the Society, any amount still owing by such member is a debt due to the Society.

*{Fines and non-forfeitures, if any, to be imposed on members can be stated under this Rule}*

## 16. BENEFITS

*Note: (It is important that an Annexure is attached to the set of Rules clearly illustrating each benefit amount in Namibian Dollars per member option/class, if any)*

Members are entitled to benefits *{state when and to what extend members are entitled to benefits or on which event(s)}*, and such benefits extend through the member to his/her dependants.

*{In the case of a Society with various benefit options, the following can be added}*

A member is entitled to change from one benefit option to another subject to the following conditions:

*{List the conditions here}*

## 17. CLAIMS AND CLAIM PROCEDURE

Every claim submitted to the Society in respect of rendering of a relevant service as contemplated in these Rules, must be accompanied by *{mention the documents deemed necessary}*.

*{Outline the claims procedure here, clearly describing the process and stating timelines as well as how benefit payments will be made to the service providers}*

## **18. GOVERNANCE**

**18.1** The affairs of the Society shall be administered by a Principal Officer, a Management Committee consisting of *{Insert the number of committee members}* persons and other staff as the Executive Committee may deem necessary.

**18.2** The Principal Officer and all the members of the Management Committee shall be fit and proper to manage the affairs of the Society.

*{The following two clauses must be included in the Rule when registering a new Society}*

**18.3** An Interim Committee of .... *{Insert the number of members}* persons, duly appointed by *{insert the name(s) of the applicant(s)}*, must deal with all matters relating to the registration of the Society. They shall be authorised to sign and execute all documents to perform the duties of the Management Committee in accordance with these rules until such time of the election of the Management Committee at the first general meeting of the members.

**18.4** All contracts entered into and actions performed by the Interim Management Committee of the Society are subject to subsequent ratification by the Management Committee and subject to approval by the Registrar.

**19. THE PRINCIPAL OFFICER *{Section 10}* and *{Section 13(g)}*****19.1 Appointment**

The Management Committee shall appoint a Principal Officer. A Principal Officer shall serve the Society for a maximum period of *{Insert the number of years}* years and *{may/may not}* be re-appointed after his/her term has expired.

**19.2 The Principal Officer shall take up the following duties:**

*{List the duties}*

**19.3 The following persons are not eligible to be a Principal Officer:**

*{List the types of persons, stating the circumstances under which a person is not eligible to be a Principal Officer}*

**20. OTHER STAFF**

*{Describe such other Staff, their duties to the Society and the person or body responsible for such appointments. Also state whether such persons shall be remunerated or not}*

**21. THE MANAGEMENT COMMITTEE *{Section 13(g)}***

The Management Committee is responsible for the proper and sound management of the Society, in terms of these Rules and in accordance with the Act.

## 21.1 Appointment

The Management Committee shall be constituted as follows:

21.1.1 At least *{insert the number of members}* members who shall be appointed by *{state the person(s) or body responsible}*.

21.1.2 The Chairman of the Management Committee as appointed by *{State the person or body responsible}*.

21.1.3 The Deputy Chairman as appointed by *{State the person or body responsible}*.

21.1.4 The Principal Officer as appointed in terms of Rule **{insert the applicable rule}**.

21.1.5 At least *{number of members}* Members as elected by the members of the Society.

## 21.2 Term of office.

Members of the Management Committee shall serve a maximum office term of *{Insert number of years}* years and *{may/may not}* be re-appointed.

## 21.3 Removal

Any member of the Management Committee may at any time be removed by *{State the person(s) or body responsible}* or may resign at any time by giving notice of his intension to do so in writing to *{State the person(s) or body responsible}*.

## 21.4 The Management Committee shall be responsible for:

*{List and discuss the responsibilities}*

*{responsibilities should include appointment of staff, ensuring proper control systems, obtaining expert advice relating to the business of the society, ensuring that the Rules,*

*operation and administration of the Society comply with the provisions of the Act, protecting confidentiality of member records, disclosing information to the Registrar, appointing the auditor and actuary, etc.}*

**21.5 The Management Committee has the power to:**

*{List and discuss the powers. The powers and duties should include decisions pertaining to benefit claims}*

**21.6 The following persons are not eligible to serve as Members of the Management Committee:**

*{List the types of persons}*

**21.7 Any Member of the Executive Committee shall cease to hold office if:**

*{List and describe the circumstances}*

**21.8 A member who ceased to hold office shall be replaced by an appointment in accordance with the provisions of Rule *{insert the applicable rule}*.**

**21.9 Management Committee Meetings**

**21.9.1** The Management Committee shall meet at least *{Insert the number of times not less than 4 times}* times per year to conduct the business of the Society when required by *{sate the person(s) responsible}*.

**21.9.2** *{Insert the number of members}* members of the Executive Committee shall form a quorum and minutes of all the meetings shall be kept.

*{State the manner in which decisions shall be made at such meetings}*

21.9.3 The Chairperson may summon a Special Management Committee Meeting should the necessity to do so arise. He shall notify each Member of the Management Committee in writing of the time and place of the meeting at least *{Insert number of days}* days prior to such meeting.

21.9.4 Any *{Insert a number of members}* Members of the Management Committee may request the Chairperson to summon a Special Management Committee meeting, stating the matters to be discussed at such meeting.

## **22. REMUNERATION OF OFFICERS (IF ANY) *{Section 13(g)}***

*{Insert the applicable person(s)} shall/shall not* be entitled to any remuneration, honorarium or any other fee in respect of services rendered in their capacity as **{describe or state the applicable title}**.

## **23. THE SOCIETY'S AUDITOR *{Section 11} and {Section 13(t)}***

23.1 The Executive Committee shall appoint an Auditor(s) in terms of section 11(1) of the Act, who shall not be an officer or member of the Executive Committee for such period and conditions as may be determined and may withdraw such appointment as deemed necessary.

*{List any other rules relating to the Society's Auditor. Such other rules must be in accordance with Section 23 of the Act}*

**24. ACTUARIAL SCRUTINY AND SEPARATE ACCOUNTS {Section 23} and {Section 13(i)(j)(k)}**

24.1 The Executive Committee shall appoint an Actuary for such period as deemed necessary and upon conditions as may be determined, may withdraw any such appointment and make a replacement.

*{List any other rules relating to actuarial scrutiny. Such other rules must be in accordance with Section 23 of the Act}*

**25. INDEMNIFICATION AND FIDELITY GUARANTEE**

25.1 The Executive Committee and any officer of the Society is indemnified by the Society against all proceedings, costs and expenses incurred by reason of any claim against/by the Society, not arising from their negligence, dishonest or fraud.

25.2 The Executive Committee must ensure that the Society is insured against loss resulting from dishonesty or fraud of any of its officers.

**26. EXPENSES**

*{This Rule should also be in line with Section 13(m) of the Act}*

All expenses in connection with:

*{List all the expenses which should include audit fees, administration costs, investment monies, legal advice obtained, etc.},*

of the Society shall be paid by the Society.



*{Any other rules regarding the Society's expenses may be outlined under this rule}*

## **27. PROFITS AND LOSSES {Section 13(n)}**

*{Describe the manner of determining profits and losses and of disposing such profits or providing for such losses}*

## **28. FINANCIAL YEAR OF THE SOCIETY {Section 1 – definition of “Financial Year”}**

The financial year of the Society extends from *{insert the date}* to *{insert the date}* of each year.

## **29. BANK ACCOUNT**

The Society must establish and maintain a bank account in its own name and under its direct control with a registered commercial bank. All monies received shall be deposited directly into such bank account. All payments must be made either by *{state the methods}* and shall be authorised by *{insert the number of members}* members of the Management Committee under the joint signatures of *{mention the persons responsible}*.

## **30. INVESTMENTS {Section 13(h)} and {Section 20}**

*{Describe the powers of investment of funds and the procedures thereof}*

*{The Rule should clearly state that all investments shall be made in the Society's name}*

### 31. CUSTODY OF SECURITIES, BOOKS, PAPERS AND OTHER EFFECTS OF THE SOCIETY *{Section 13(p)}* and *{Sections 22 to 30}*

Any mortgage bond, or any other security belonging to or held by the Society shall be kept in safe custody in a safe or a strong-room at the registered office of the Society or with any financial institution approved by the Executive Committee.

*{Discuss the Society's books of accounts, i.e. audited financial statements and when they should be submitted to the registrar}*

### 32. GENERAL MEETINGS *{Section 13(w)}*

#### 32.1 Annual General Meetings

*{Only members of the Society must constitute a quorum and vote at such meetings}*

32.1.1 The Annual General Meeting of the Society must be held not later than *{insert number of months not exceeding 6 months}* after the end of each financial year which may be shown to permit reasonable attendance by members.

32.1.2 The notice conveying the annual general meeting, containing the agenda and financial statement as well as proposed remuneration structures, if any, must be furnished to members and to the registrar at least 21 days before the date of the meeting.

32.1.3 Notices of motions to be placed before the annual general meeting must reach the *{mention the person(s) responsible}* not later than *{insert the number of days}* days prior to the meeting.

32.1.4 At least *{insert the number of members which should depend on the Society's membership}* of members of the Society, present in person or in proxy, shall form a quorum. If a quorum is not present after a lapse of 30 minutes from the time fixed from the commencement of the meeting, the meeting must be postponed to a date determined by the Management Committee, with notice of such postponed meeting being issued in terms of Rule *{insert the applicable rule}*, and members then present constitute a quorum.

32.1.5 The financial statements specified in Rule *{insert the relevant rule}* shall be laid before the meeting.

*{Any other such rules regarding annual general meetings, which should include rules regarding any documents that should be made available to the meeting as well as rules regarding the members who may attend the meeting (e.g. only members in good standing), may be listed}*

## 32.2 Special General Meetings *{Section 13(w)}*

32.2.1 The Society may call a special general meeting of members if it is deemed necessary.

32.2.2 Only those matters forming the objects of the meeting may be discussed.

32.2.3 The notice conveying the annual general meeting, containing the must be furnished to members and to the registrar at least *{insert the number of days}* days before the date of the meeting.

32.2.4 At least *{insert the number of members}* of members of the Society, present in person or in proxy, shall form a quorum. If a quorum is not present after a lapse of 30

minutes from the time fixed from the commencement of the meeting, the meeting must be postponed to a date determined by the Management Committee, with notice of such postponed meeting being issued in terms of Rule *{insert the applicable rule}*, and members then present constitute a quorum.

*{Any other such rules regarding special general meetings may be listed}*

### **33. VOTING AT GENERAL MEETINGS *{Section 13(w)}***

*{Describe the manner in which voting shall be conducted at general meetings (for each type of general meeting), stating the persons who may vote and whether voting shall be done by means of show of hands or by ballot}*

### **34. COMPLAINTS AND DISPUTES**

#### **34.1 Complaints**

*{List the complaints procedure and how the Society will go about resolving complaints}*

#### **34.2 Disputes *{Section 13(r)}***

Any dispute, which may arise between a member or former member or a person claiming by virtue of such member and the Society or an officer of the Society, must be referred to by the Principal Officer to the Executive Committee for adjudication.

*{Describe the manner in which disputes shall be settled and state the responsible person(s) or body as well as time-lines}*

**35. MEMBER'S RIGHTS TO OBTAIN DOCUMENTS AND INSPECTION OF DOCUMENTS**

Any member must on request and on payment of a fee of N\$ *{insert amount} per page*, be supplied by the Society with a copy of the following documents:

*{List the documents which should include the Society's Rules, financial statements, etc.}*

**36. CONTRACTS AND OTHER DOCUMENTS BINDING THE SOCIETY *{Section 13(o)}***

*{Describe the manner in which contracts and other documents binding the Society shall be executed}.*

**37. TERMINATION OR DISSOLUTION OF THE SOCIETY *{Section 13(u)(v)}* and *{Section 37}***

*{Describe the voluntary dissolution process under this Rule and NOTE that it should be in line with Section 37 of the Act and should include the appointment of a liquidator as per section 13(v) of the Act}*

**38. AMALGAMATION AND TRANSFER OF BUSINESS *{Section 21}***

*{Describe the amalgamation and transfer process under this Rule and NOTE that it should be in line with Section 21 of the Act}*

**39. AMMENDMENT OF RULES *{Section 14}* and *{Section 13(q)}***

39.1 The Management Committee is entitled to alter or rescind any rule or annexure or to make any additional rule or annexure.

39.2 The Management Committee shall notify its members of any Rule amendments within *{insert number of days not less than 30 days}* after registration thereof.

39.3 No amendment, rescission or addition of any rule shall be valid unless it has been approved and registered by the Registrar.

**40. SUCH OTHER MATTERS AS THE REGISTRAR MAY APPROVE *{Rule 13(x)}***

***{Include such other matters here}***

**ANNEXURES**

*{All annexures mentioned in the rules should be attached to the Rules and numbered accordingly, e.g. Annexure A, Annexure B, etc.}*