



## **CONSTITUTION**

Of  
Non-Profit Organisation

**5 Star To Health**

Adopted by 5 Star To Health, 6 February 2020

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## **1. PREAMBLE**

We, as the directors of 5 Star To Health, hereby recognise the importance of diversity within the historical context of our country as a whole. We commit ourselves to building and sustaining an institution that upholds the principles of equity and equality as envisioned in section 9 of the Constitution of the Republic of South Africa and maintaining a democratic institution founded on principles entrenched in the Bill of Rights of the Constitution of the Republic of South Africa. We hereby organise ourselves into a democratically elected group of directors. Volunteers are accepted based on a 3-month period and the managing team is accepted based on a 6-month basis.

## **2. NAME OF THE ORGANISATION**

- 2.1.** The name of the organisation shall be known as 5 Star To Health
- 2.2.** The representative council shall be known as the directors of the organisation
- 2.3.** The structure shall be known as the following:
  - 2.3.1.** CEO
  - 2.3.2.** Managing Director
  - 2.3.3.** Student and Residency Director
  - 2.3.5.** Public Associations Director
  - 2.3.6.** Social and Marketing Director
  - 2.3.7.** Event Planning Director
  - 2.3.8.** Volunteers

## **3. ESTABLISHMENT**

- 3.1.** The directors, managing members and volunteers is hereby established in accordance with the Act (as amended), the Institutional Statute and the Institutional Rules, and is subject to the provisions of this Constitution.
- 3.2.** The CEO and board of directors shall, in terms of section 35 of the Act and the Institutional Statute, be the highest Governance Body.

## **4. OBJECTIVES**

- 4.1.** The managing members along with their specific group of volunteers are to fulfil their duty of their portfolio.
- 4.2.** Each portfolio is to help each other in the completion of their tasks as discussed in meetings.
- 4.3.** 5 Star To Health only works with sanitary products. Containers are filled and distributed to organisations that are in need.
- 4.4.** 5 Star To Health must show the importance of hygiene and how hygiene can prevent illness.
- 4.5.** 5 Star To Health and all its members must aim to include all students on and off campuses at different universities to join the NPO.
- 4.6.** All members are to teach people how to use the products correctly on outreaches as discussed in the meetings.

## **5. FOUNDING PRINCIPLES AND CORPORATE GOVERNANCE**

- 5.1.** The following founding principles shall be upheld by all the members a part of 5 Star To Health:
  - 5.1.1.** Loyalty
  - 5.1.2.** Non-complacency;
  - 5.1.3.** Honesty;

- 5.1.4. Non-racialism and Non-sexism;
- 5.1.5. Democracy;
- 5.1.6. Ubuntu;
- 5.1.7. Equity and Equality;
- 5.1.8. Cooperative Governance;
- 5.1.9. Accountability and Transparency; and
- 5.1.10. Integrity.

5.2. General provisions of cooperative governance: The Directors, Managing members and Volunteers is committed to the values of cooperative and good governance.

## **6. MEMBERS BILL OF RIGHTS**

### **6.1. Members rights:**

#### **6.1. Equality**

All Members are equal and no Member shall be subjected to unfair discrimination based on, and not limited to race, gender, socio-economic status, nationality, language, ethnic or social origin, political or other belief, sexual orientation, disability, age or academic year group, academic discipline, Campus or any arbitrary ground.

#### **6.2. Confidentiality of Member records**

Subject to the laws of the Republic of South Africa, every Member has the right to confidentiality of his or her records, and no information contained in such records may be divulged without the permission of the Member.

#### **6.3. Dignity**

**6.3.1.** Subject to the applicable rules, regulations and provisions of the Company, every Member has the right to dignity.

**6.3.2.** Every Member has inherent dignity and the right to have his or her dignity respected and protected.

#### **6.4. Privacy**

Subject to the applicable rules, regulations and provisions of the Company, every Member has the right to privacy.

#### **6.5. Right to vote**

Every Member has the right to vote in Elections for electing representatives on Director structures, to do so in secret, and to make himself or herself available for election to these structures, subject to the Eligibility Requirements of such structures, if such Eligibility Requirements are fair and reasonable in the context of this Constitution.

#### **6.6. Access to information**

Every Member has the right to:

**6.6.1.** Be informed of decisions that affect him or her as a Member;

**6.6.2.** Be informed about the programme of the company by its directors

#### **6.7. Enforcement**

Any Member has the right to directly, or by representation, approach the CEO/Founder for mediation when his or her rights have been violated by another structure or members within the structure.

## **7.COMPOSITION**

### **7.1. Directors**

Board of Directors that are signed directors of the official organisation of 5 Star To Health

**7.1.1** CEO

**7.1.2** Student and Residency Manager

**7.1.3** Public Associations Manager

**7.1.4** Event Planning Manager

**7.1.5** Social and Marketing Manager

### **7.2. Members**

Apart from the Founder member and board of directors, each practice (one per province) will have 5 Managing Members

**7.2.1** Managing Director

**7.2.2** Student and Residency Manager

**7.2.3** Public Associations Manager

**7.2.4** Event Planning Manager

**7.2.5** Social and Marketing Manager

### **7.3. Volunteers**

Each portfolio run by one manager can have a maximum of 20 volunteers i.e. 100 volunteers in total

## **8. FUNCTIONS, POWERS AND DUTIES OF ALL MEMBERS**

### **8.1 The Directors:**

8.1.1 Determines the agenda for Directors meetings;

8.1.2 Manages the day-to-day issues of the company;

8.1.3 Makes important decisions in urgent cases where it is not practically feasible to convene a meeting of the members.

8.1.4 Fulfils any duties that the Founder member and CEO delegates to it; and

8.1.5 Must fulfil any other function that this Constitution assigns to it.

8.2 Decisions taken by the Directors must be approved by the Founder Member (CEO) at a later meeting in order to take effect and any decisions taken by the Directors can be set aside by the Founder (CEO) at a later meeting.

### **8.3 The Managing Members of each practice (as stated in 7.2)**

8.3.1 The Managing Member will lead the practice and make final decisions in all regard once discussed with the CEO.

8.3.2 All the portfolios must complete the work that they have been given and the description of their assigned job in membership contracts must be adhered to.

8.4 Managing members must be older than 18 years of age (legal age) and volunteers must be older than 14 years of age. Volunteers under the age of 18 must have signed parental consent to be a part of the organisation. Parental signature is required for underaged volunteers in all documentation that is required.

## 9. TERMINATION OF MEMBERSHIP

9.1 A person shall cease to be a Member if:

9.1.1 Her/His conduct damages the good name and reputation of the Company

9.1.2 S/he is found guilty by the Directors of serious neglect of duty as a Managing Member/Volunteer

9.1.3 The Directors, with Sufficient Consensus, passes a motion of no confidence in the Managing Member/Volunteer.

9.1.4 S/he resigns as a Director/Managing Member/Volunteer.

9.1.5 A Director is found guilty by the CEO of serious neglect of duty as a Director

9.1.6 The CEO, with Sufficient Consensus, passes a motion of no confidence in the Director.

9.2 If the Board of Directors becomes aware that a Managing Member might be in breach of any of the provisions stated in the managing member contracts, the Directors must inform the relevant Member in writing of:

9.2.1 The alleged breach

9.2.2 Her/His suspension from the Company until a final decision by the Company regarding termination of her/his membership.

9.2.3 Her/His right to submit written representations to the directors in respect of any intended termination of membership; and

9.2.4 The timeframes for the submission of any such representations to the Directors, which shall not be less than 48 (FORTY-EIGHT) hours from receipt by the Member of the Notice of suspension, and the date of the meeting at which the Member shall be allowed to present her/his representations to the Council.

9.3 If the Directors, having heard representations by the Managing Member/Volunteer, decides to terminate the membership of the Managing Member/Volunteer, such termination shall be effective from such date as determined by the Directors in its decision.

9.4 A Managing Member/Volunteer whose membership has been terminated by the Directors may lodge an appeal to the CEO/Founder within 7 (SEVEN) days for a review of the decision by the Directors to terminate her/his membership.

9.5 The termination of the membership of a Managing Member/Volunteer in accordance with the provisions found in the contracts signed shall not affect the right of the company to take further executive action against the Managing Member in accordance with the Founder Member.

9.6 No member involved in the company is allowed to out vote or terminate the rule of the Founding Member of 5 Star To Health.

## **10. MEETINGS OF THE DIRECTORS**

- 10.1 The Directors shall meet at least once every month or as otherwise determined by the Directors, except during recognised public holidays.
- 10.2 The Directors, in addition, has 1 (ONE) Annual General Meeting which shall take place no later than the last day of the first academic term.
- 10.3 The Directors will also have 4 (FOUR) Open Forum Meetings per annum, which may be attended by all members and volunteers of 5 Star To Health.
- 10.4 Proper notice of Director meetings must be given to all Members at least 48 (FORTY-EIGHT) hours prior to a meeting, and must state the date, time, venue, and agenda for the meeting. Such notice may be affected by way of registered mail, e-mail invitations, mobile phone SMS or any other social-media communication channels.
- 10.5 The Managing Director must ensure that full minutes of every Council meeting are noted and made available to Members no later than 7 (SEVEN) days after the meeting.
- 10.6 A special Council meeting may be convened by the Managing Director by order of the CEO or by written request of 5 (FIVE) Members and notice of such a special meeting shall be given to all Members at least 12 (TWELVE) hours prior to such a special meeting.
- 10.7 Every Member shall be entitled to vote, and each Member entitled to vote represents 1 (ONE) vote. In the event of a tie, the deciding vote will be determined by the CEO. The Founder member has final say regardless of the vote outcome determined by directors, volunteers and managing members.
- 10.8 The same rules of meetings with directors is applied to the different practices' managing members. The managing members will decide on the meeting rules of their practices' volunteers.

## **11. DISPUTE RESOLUTION**

- 11.1 Any dispute between Volunteers in respect of the execution by the Managing Members of its functions or the interpretation of this Constitution shall be resolved by the Managing Members by Sufficient Consensus.
- 11.2 Where the Managing Members cannot resolve a dispute by Sufficient Consensus, the dispute shall be referred to the Board of Directors including the CEO for resolution by Sufficient Consensus.
- 11.3 Any dispute that has failed to be resolved by the Directors and CEO shall be referred by the Founder of 5 Star To Health for mediation. The Volunteers, Managing Members and Directors as well as CEO may mediate between the parties to the dispute in an attempt to conciliate a resolution of the dispute.

## **12. PRESERVATION AND UPDATING**

The Managing Director must ensure that a copy of this Annexure is preserved and is available for inspection on request by the Managing Members and Volunteers. The CEO must also ensure that all approved amendments of this Constitution are recorded.

### **13. POPI ACT**

The protection of personal information act no. 4 of 2013 of the parliament of the Republic of South Africa ought to be adhered to. A pdf explanation will be provided along with the email agreement and all signed contracts.

### **14. WAIVER, RELEASE OF LIABILITY AND INDEMNITY FORM**

All members must sign a waiver and release form once they have agreed to the terms stipulated. This may include but is not limited to:

1. Members agree to release and agree not to sue 5 Star To Health or its officers, directors, employees, sub-contractors, sponsors, agents and affiliates from all present and future claims that may be made by me, my family, estate, heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my participation in the Volunteer Activities wherever, whenever, or however the same may occur.
2. Members also need to agree to a publicity release. Members hereby grants 5 Star To Health the absolute and irrevocable right and permission to use, publish, broadcast and/or copyright the use of Managers name, address, voice, photograph and/or likeness, caricature, and personal information, in its current form or as retouched, digitized, cropped, altered, distorted or modified in any way, in any and all advertising, promotional, or other materials based upon or derived from the Volunteer Activities in any manner, in any media whatsoever for any and all purposes, including by way of example but without limitation advertising, promoting or publicizing products and services throughout the universe, in perpetuity, in any and all media now known or hereafter devised (including without limitation on the Internet), without additional compensation.

All documentation provided in this regard will contain all the necessary information and further elaboration on the waiver and release as well as indemnity agreement.

### **15. ADHERING TO THE CONSTITUTION**

The constitution and all the rules, laws and agreements made and signed must be adhered to and followed by at all times and by all members. If any of the above is not adhered to, immediate termination will be considered and enacted by the Founding Member.