

## Terms and Conditions of Membership

Policy Number:	650	Effective Date	1 January 2018
Revision	1.0	Supersedes	
Applies to:	All Members of SANEA		

*Exceptions to this policy may be approved at Level 2 per the Delegation of Authority policy (Policy 400) and must be reported to Level 3.*

### **Purpose:**

The purpose of this policy is to detail the Terms and Conditions applicable to SANEA Membership.

### **Terms and Conditions:**

#### General

1. By signing the application form the applicant agrees to abide by the policies and rules of SANEA, as published and amended by SANEA from time to time..
2. The person signing the application form warrants that (s)he is authorised to do so on behalf of the applicant and that the information provided in the application form is accurate, true, correct and complete.
3. SANEA has the right, in its sole discretion to refuse any application for membership without being required to provide any reasons for its decision to do so.

#### Membership

4. The membership year runs from 1 January until 31 December.
5. Membership is renewed automatically at the end of each membership year, unless cancelled before 31 January of the relevant membership year by way of written notice by either party or otherwise terminated in terms of these standard terms and conditions.

#### Membership Fees

6. Membership fees are payable per annum in advance and are non-refundable.
7. Membership fees for new memberships are payable upon confirmation of membership.
8. Membership fees for the membership year becomes due on 1 January of the year.
9. Membership fees must be paid by 31 January for the membership year, unless SANEA has agreed otherwise in writing.
10. For the avoidance of doubt, the membership fee for the relevant membership year will not be due if membership is terminated by the 31<sup>st</sup> January of the relevant membership year.
11. If the member fails to pay their membership fees as set out above, SANEA has the right to suspend member privileges until the debt is settled and/or to terminate the member's membership.
12. For the avoidance of doubt, termination of membership does not relieve the member of the obligation to settle outstanding debts to SANEA

#### Termination of Membership

13. Memberships for the relevant membership year can be terminated by either party by way of written notice before 31 January of that year.

#### Costs

14. All legal costs, including costs as between attorney and own client, charges and disbursements incurred by SANE A in enforcing any of the provisions of these terms and conditions and costs and disbursements incurred in collecting and endeavouring to collect all or any amounts payable in terms of these terms and conditions and all collection commissions, and all other fees and charges of a like nature, shall be for the account of the member and shall be payable on demand.

#### Privacy and Data Protection

15. The member understands and agrees that their personal information (including contact details, identity numbers and other information provided by the member in their application form) may be processed by SANE A from time to time for the purposes of communicating with members, managing the allocation of members to appropriate categories of membership and other management purposes. The member consents to SANE A processing their personal information for the purposes set out above.

#### Waiting Period

16. In the case of members who have resigned or have been suspended or have had their membership revoked, SANE A may, at its sole discretion, invoke a waiting period before the member can be re-admitted to membership. This waiting period shall typically be twice the number of years by which the member's subscriptions were in arrears at the time of their resignation, suspension or revocation. Settlement of arrears fees at the time of application for re-admission will reduce the waiting period proportionately.

#### Notices

17. The parties choose, for the purposes of any notices required under these terms and conditions, the following addresses:
  - (i) **SANE A:** [sanea@sanea.org.za](mailto:sanea@sanea.org.za)
  - (ii) **Applicant:** The email address shown on the application form.