



## Company Information

Registered Name of Company

Physical Address

Postal Address

Postal Code

Telephone Number

Fax Number

Company Email Address

Website Address

Main Products/Services

## International Business

Is the Company involved in international business?

Import/Export?

Global presence?

Brief description of any other international involvement.

## Authorised Representative Contact

Main Contact (Authorised Representative)

Job Title

Telephone

Cell Phone Number

Email

## Key Executives

Name of CEO/Managing Director (if not the main contact)

Name of Financial Director/Manager

Telephone

Email

Brief description of any other key executive information.

<b>Fax Number</b>		<b>Contact Number</b>	
<b>Vat Number</b>			
<b>NANE OF ADDITIONAL CONTACT PEOPLE</b>			
<b>Name</b>	<b>Position</b>	<b>Email</b>	<b>Cellphone</b>

## LEMBA BUSINESS COUNCIL

### MEMBERSHIP AGREEMENT

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_ by and between  
the Lemba Business Council NPC (hereinafter referred to as "LBC") and

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(hereinafter called the "**Member**")

The parties to this Agreement hereby agree to the terms of this agreement and intend to join together in a cooperative effort to support LBC and to maintain a mechanism whereby the LBC forum can be used to promote the interests of organised business and business growth. The parties hereby agree to the following terms and conditions:

1. Following application for, and admission to, membership by LBC, the abovementioned Company is classified as being one of the following:

- a. Corporate member
- b. Individual member
- c. Incubation member (non-paying individual)
- d. Association member (non-paying individual)

### **Member's rights**

2. Upon payment of the relevant membership fee, the paid-up Member has the right to receive the following:

2.1 Copies of the annual financial statements of LBC;

2.2 All services rendered by LBC, including receiving all notices, publications, reports and literature issued by LBC; and

2.3 Notice of LBC general meetings and opportunity to attend, speak and vote at LBC general meetings.

3. All communication to LBC must be addressed to [admin@lembabusinesscouncil.co.za](mailto:admin@lembabusinesscouncil.co.za). To the extent that any changes are not notified in respect of the recipient and the respective membership, electronic communication will continue to be sent to the member.

### **Member's duties**

4. The Member agrees to the following:

4.1 The Objects of the Company as defined in the Memorandum of Incorporation (a copy of which will be provided by LBC);

4.2 Endorse the Rules of LBC (a copy of which will be provided by LBC).

4.3 The contents of the LBC Code of Conduct (a copy of which will be provided by LBC); and

4.4 Payment of the membership fee shall be effected by means of electronic funds transfer.

### **Admission to Membership**

5. The Executives of LBC is entitled to either admit or refuse any applicant for membership without furnishing reasons. Furthermore, the Executives is entitled to impose conditions upon membership as it deems fit, which may include the payment of membership subscriptions or other charges.

5.1. Any admission to membership shall only become effective when the applicant for membership has paid in full the prescribed subscription fee.

## **Termination of Membership**

7. The Company's Membership shall be terminated in the following instances:

7.1 upon receipt by LBC of notice in writing (addressed to [admin@lembabusinesscouncil.co.za](mailto:admin@lembabusinesscouncil.co.za)) from the Member concerned;

7.2 upon the issue of a final order of sequestration or liquidation of or commencement of business rescue proceedings against the Member concerned;

7.3 upon any Member ceasing to carry on business;

7.4 upon the death of any Member, or upon any Member being declared insane or incapable of managing his own affairs;

7.5 If a Member fails to pay any Member's membership fee or any other charges levied on the Member, on the due date thereof, and remains in default for more than 30 (thirty) days after the date of a written notice from the Executives calling upon the Member to remedy such default, provided that such Member shall be afforded the opportunity of stating its case at such meeting of the Executives or some other appropriate forum, either personally or through a person bona fide in its employment;

7.6 in the sole discretion of the Executives, such Member is guilty of conduct contrary to the Objects of LBC or if such Member is guilty of conduct which has brought, or is likely to bring LBC or its business into disrepute; provided that such Member shall be furnished with full particulars of such alleged conduct and provided further that such Member shall be afforded an opportunity of stating its case, whether at a meeting of the Executives or the LBC Council, or at any other appropriate forum, either personally or through a person bona fide in its employment;

7.7 in the event of non-compliance by a Member with any such obligations as may attach to his Membership, upon the expiration of a period of 1 (one) month reckoned from the date of written notice by LBC to the Member concerned, requiring the remedying of such default and the Member's failure so to remedy within the period; save that the Executives shall be entitled to extend the period of grace allowed to a particular Member to such extent and for such reasons as it may in its sole and absolute discretion deem appropriate; and/or

7.8 upon the passing of a resolution to this effect by a duly convened general meeting of LBC.

**8. A Member who resigns in terms of clause 6 hereof -**

8.1 shall be bound by the provisions of LBC's Memorandum of Incorporation and any Rules of LBC until the date of the final termination of its Membership; and

8.2 shall not be entitled to any refund and shall be liable for its financial and/or any other responsibilities to LBC, including any arrears which are due up to the date of expiry of its period of notice; and

8.3 shall be liable for the payment of subscriptions for any particular year unless the resignation was submitted in writing prior to the 31 December of the previous year.

9. I, the undersigned, undertake to abide by the Memorandum of Incorporation of LBC, the terms of this agreement and to pay my subscriptions annually. I acknowledge that this membership continues until such time as it is **cancelled by way of written communication addressed to [admin@lembabusinesscouncil.co.za](mailto:admin@lembabusinesscouncil.co.za)**.

SIGNED AT \_\_\_\_\_ on \_\_\_\_\_

MEMBER SIGNATURE: \_\_\_\_\_

NAME AND SURNAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

LBC REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME AND SURNAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_

LBC REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME AND SURNAME: \_\_\_\_\_

CAPACITY: \_\_\_\_\_