

CODE OF CONDUCT POLICY FOR ALL MEMBERS OF THE WITBANK CHAMBER OF COMMERCE AND INDUSTRY

1. DEFINITIONS AND INTERPRETATIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Code of Conduct, or in any other schedules hereto, bear the meanings ascribed to them below and cognate expressions bear corresponding meanings:

- 1.1. "Applicable Laws" means all national, provincial, local and municipal legislation, regulations, statutes, by-laws, consents and/or other laws of any relevant governmental authority and any other instrument having the force of law as may be issued and in force from time to time relating to or connected with the activities contemplated under these Terms and Conditions;
- 1.2. "Board" means the Board members of WCCI;
- 1.3. "WCCI" means The Witbank Chamber of Commerce and Industry (Pty) Ltd;
- 1.4. "WCCI App" means any and every application on the world wide web controlled by or owned by WCCI;
- 1.5. "Members" means members of the WCCI;
- 1.6. "Personal Information" means information about an identifiable, natural person and where applicable, a juristic person, including, but not limited to information about: race; gender; sex; pregnancy; marital status; nationality; ethnic or social origin; colour; sexual orientation; age; physical or mental health; well-being; disability; religion; conscience; belief; culture; language; birth; education; medical, financial, criminal or employment history; any identifying number, symbol, e-mail, postal or physical address, telephone number; location; any online identifier; any other particular assignment of the person; biometric information; personal opinions, views or preferences of the person or the views or opinions of another individual about the person; correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence; and the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person.
- 1.7. "POPI" means the Protections of Personal Information Act 4 of 2013, as amended from time to time;
- 1.8. "Staff" means all Employees of WCCI;

- 1.9. "Third Party Websites" means links or references to other Websites which are outside of WCCI NPC's control, including those of advertisers;
- 1.10. "This Code of Conduct" means Code of Conduct Policy for all members of the Witbank Chamber of Commerce and Industry (Pty) Ltd;
- 1.11. "User" means a person who uses and/or access computer Software and/or Material via the WCCI App;
- 1.12. "Website" means WCCI website at www.durbanchamber.co.za;

In terms of this Code of Conduct singular words include the plural and plural words include the singular. An expression which denotes any gender includes the other genders and a natural person includes a legal person and vice versa.

2. PURPOSE

- 2.1. In order to give practical effect to the relationship between WCCI and the Members and to advance the interests of WCCI and its Members, all Members are expected to comply with this Code of Conduct.
- 2.2. This Code of Conduct should act as a guideline to Members as to what is expected of them from an ethical point of view, both in their individual conduct and their relationship with others. Compliance with this Code of Conduct can be expected to enhance professionalism and help to ensure confidence in the WCCI.

3. INTRODUCTION

- 3.1. The WCCI provides a network to build opportunities for local and international organisations encouraging trade and investment in Witbank (Mpumalanga) Province. The WCCI provides its Members and the business community at large with practical support and advice, delivered through a range of scheduled events and other interventions.
- 3.2. Although this Code of Conduct was drafted to be as comprehensive as possible, it is not exhaustive in regulating standards of conduct and may need improvement from time to time.

3.3. The WCCI recapitulates our basic values and principles as follows:

- 3.3.1.** Accountability: taking responsibility for our actions;
- 3.3.2.** Leadership: courageous, influential and exemplary in word and deed, with drive, tenacity and urgency;
- 3.3.3.** Inclusivity and diversity: involvement and celebrating our differences;
- 3.3.4.** Innovation: adaptable and improvising;
- 3.3.5.** Integrity: ethical, trustworthy, reliable with people and processes.

3.4. The primary purpose of this Code of Conduct is a positive one namely, to promote exemplary conduct which includes honesty, civility, equality, constantly reminding Members to show due consideration and courtesy to other Members, clients, customers and stakeholders. These key elements of this Code of Conduct are the pillars that will ensure that the WCCI indeed operates in business for a better world.

3.5. In joining the WCCI, Members agree to respect and abide by this Code of Conduct.

4. ENTITLEMENT TO MEMBERSHIP

- 4.1.** The WCCI embraces diversity and as such we do not restrict membership by reason of nationality, gender, political and religious affiliation.
- 4.2.** Individual membership is not available at this time. Any company or business organisation that is a registered entity is entitled to join the WCCI.
- 4.3.** Companies registered outside of the Republic of South Africa should join as an 'International Member'.

5. TERMS OF MEMBERSHIP

The obligations and responsibilities of all Members are as follows:

- 5.1.** To maintain the highest standards of conduct and engage in the WCCI events in a professional and dignified manner acting with integrity and respectfulness at all times.
- 5.2.** Not to speak/make comments on behalf of the WCCI or hold oneself as having authority to do so unless specifically requested/instructed or having obtained prior written consent to do so from the President of the WCCI.

- 5.3. Not to conduct business in such a way that the Board deems, in its reasonable opinion, to be injurious or prejudicial to the character or interests or reputation of the WCCI.
- 5.4. To respect the confidentiality and privacy policies of the WCCI, the WCCI invitees, guests, other members and their guests which includes any anti-competitive or anti-trust activities by the Member.
- 5.5. Not to issue any malicious, critical, defamatory, abusive, threatening messages or statements in relation to WCCI, its Members, invitees or guests.
- 5.6. To act in accordance with Applicable Laws, of the Republic of South Africa.
- 5.7. To abide by the WCCI's Constitution and policy documents that may be issued or updated from time to time.
- 5.8. To ensure that any communication regarding the WCCI business is professional at all times.

6. BREACH

- 6.1. The WCCI aims to provide a safe and professional environment for Members, Staff and non-members to enjoy and prosper.
- 6.2. We do not tolerate discrimination, disrespectful or threatening behaviour in any form.
- 6.3. Any adverse behaviour experienced should be reported to info@[witbankchamber.co.za](mailto:info@witbankchamber.co.za)
- 6.4. The WCCI reserves the right to take appropriate action for non-compliance of the terms of Membership and/or this Code of Conduct which includes, but is not limited to, being excluded from the WCCI events and/or removal from the WCCI premises and/or suspension of membership and its benefits.
- 6.5. The WCCI reserves the right to terminate membership in the case of severe or persistent non-compliance of this Code of Conduct by a Member resulting in any membership fees paid whether in advance, full or pro rata being forfeited.

7. PROTECTION OF PERSONAL INFORMATION ACT (POPI) OBLIGATIONS

- 7.1. Our POPI, Privacy, and Email disclaimer policies are available on info@[witbankchamber.co.za](mailto:info@witbankchamber.co.za)

7.2. Members will gain access to The WCCI Membership directory which lists contact details of the lead individuals representing a member organisation.

7.3. As a Member you agree:

7.3.1. Not to share third party information without their consent thereto;

7.3.2. Not to spam or use any information in a manner that is or deemed to be inappropriate or invasive; and

7.3.3. Only share relevant information to all or certain members, after written consent of the membership team.

8. LIMITATION OF LIABILITY

8.1. The WCCI cannot be held liable for any inaccurate information published on the WCCI App/Website and/or any incorrect prices displayed on the WCCI App/Website, save where such liability arises from the gross negligence or wilful misconduct of the WCCI, its Staff, agents or authorised representatives. The Member is encouraged to contact the WCCI to report any possible malfunctions or errors by way of the WCCI's help page.

8.2. The WCCI shall not be liable for any direct, indirect, incidental, special or consequential loss or damages which might arise from the Members use of and/or reliance upon the WCCI App/Website or the content contained on the WCCI App/Website; or the Members inability to use the WCCI App/Website, and/or unlawful activity on the WCCI App/Website and/or any linked Third Party Website.

8.3. The User hereby indemnifies the WCCI against any loss, claim or damage which may be suffered by the Member arising in any way from the Members use of the WCCI App/Website and/or any linked Third Party Website.

9. USE OF MATERIAL

9.1. The WCCI App/Website contents including but not limited to text, software, photographs, graphics, illustrations, artwork, video, music, sound, names, logos, trademarks, service marks and other material are protected by Copyright.

9.2. Members are authorised to view/download a single copy of the material on the WCCI App/Website solely for personal/non-commercial use. Members may not sell, modify, reproduce, publicly display, distribute, or otherwise use the material in any way for any public/commercial purposes without the written permission of the WCCI.

- 9.3.** Written permission can be obtained by emailing us on info@[witbankchamber.co.za](mailto:info@witbankchamber.co.za)
- 9.4.** Any violation on the use of material warrants automatic termination of membership and any material obtained from the WCCI App/Website must be immediately destroyed.

10. MEMBERSHIP RENEWAL TERMS

- 10.1.** Annual membership commences from the date on which initial membership fees are received and will run twelve months from such date.
- 10.2.** Renewal of annual membership will be processed upon the receipt of the renewal payment and will be back-dated to the date on which previous membership expired.
- 10.3.** The Member will be notified via email no later than thirty (30) days before expiry of membership on the renewal process and payment methods.
- 10.4.** The WCCI will not be responsible for Members not receiving communication timeously in the event that Members fail to provide updated contact details.
- 10.5.** The WCCI shall continue to invoice for outstanding membership fees should the Member not give thirty (30) day notice in writing of resignation.

11. ACCESS TO MEMBER BENEFITS AND EVENTS

- 11.1.** Membership fees enable the WCCI to secure high quality speakers and presenters to present quality information at sector and area forums and other events for the benefit of our Members. Every Member in good standing (fees fully paid up) is entitled to access these benefits free of charge or at Members-only rates.
- 11.2.** Non-payment of membership fees will result in the Member being excluded/restricted/revoked in regards to:
- 11.2.1.** access to discounts and product discounts negotiated on their behalf by the WCCI;
 - 11.2.2.** AGM voting rights;
 - 11.2.3.** Outbound and inbound trade missions;
 - 11.2.4.** Member directories; and
 - 11.2.5.** Exclusive Member events.