

# CONSTITUTION of The South African Institute of the Interior Design Professions (IID)

Constitution and Code of Professional Practice

## 1. Name

- 1.1 The name of the Association (herein after called “The Association”) is “The South African Institute of the Interior Design Professions”.
- 1.2 The abbreviated form shall be IID.

## 2. Legal Status

2.1 The Association shall be a body corporate not for gain (Registered as a Section 21 company), with perpetual succession, with all the powers of a persona-in-law and shall be capable in law of suing and being sued in its corporate name and of acquiring, holding and alienating property, movable and unmoveable, and of performing all such acts as are necessary for or incidental to the carrying out of its objectives and the performance of its functions and duties in terms of its Constitution.

2.2 All members of the Association serving on any committee or council or performing any other official duty on behalf of the Association are hereby held indemnified by all members of the Association jointly against a suit or action in law in respect of any matter or thing done by them or any of them in the execution of their duties in terms of this Constitution.

## 3. Definitions

In this Constitution the following words and expressions shall have the meaning hereby assigned to them:

### 3.1 Institute

3.1.1 Means The South African Institute of the Interior Design Professions and is the representative body in the Republic of South Africa for professional interior decorators, interior designers and interior architects.

### 3.2 The Design

3.2.1 The design and/or the details of the design are the designer’s conclusion as to the means by which the required properties of a system or artefact or aggregation of artefacts may be provided.

### 3.3 Designer

3.3.1 One who practices either interior design, interior decorating or interior architecture.

3.3.2 A professional designer is one who practises design for reward and who is recognised as such by the Institute.

### 3.4 Gender

“He” and “his” shall also be understood to mean “she” and “hers” throughout this Constitution.

## 3.5 IFI

3.5.1 International Federation of Interior Architects/Designers based in Singapore.

## 4. Objectives

The objectives of the Institute are to promote, establish and maintain:

4.1 Recognition of the professional status of its members in the interior decorating, interior design and interior architecture sectors.

4.2 To improve the standards of interior decorating, interior design and interior architecture, its education and practice.

4.3 To facilitate communication between members and industry in the local and international arena.

4.4 To develop and foster international collaboration through IFI’s members’ countries.

4.5. To implement a Code of Professional Conduct applicable to practising members.

4.6 To promote the economic benefits and general awareness of good design to government, industry and commerce at all levels.

## 5. Powers

The powers of the Institute are:

5.1 Generally to act and implement actions as may be required for the achievement of its objectives as laid down in this Constitution.

5.2 To initiate, encourage, promote or oppose any legislation affecting the interests of the profession.

5.3 To promote or oppose, undertake or assist either financially or otherwise, so far as may be lawful, any litigation affecting the Institute or its members or profession.

5.4 To subscribe to, become a member of and co-operate with any organisation whose objectives are altogether or in part similar to those of the Institute and to procure from and communicate to such organisations any information as may be likely to forward the objectives of the Institute.

5.5 To promote the education and training of interior decorators, interior designers and interior architects and to assist and co-operate with any statutory or other bodies concerned therewith.



5.6 To conduct, assist or encourage design research and to publish the results where desirable.

5.7 To take such steps with regard to the publication, distribution and disposal of journals, papers, lectures and other forms of printed matter as it may deem necessary, and generally to publish information of service or interest to members and the public.

5.8 To convene seminars and any other gatherings or meetings as and when considered necessary.

5.9 To provide opportunities for and organise the holding of permanent or periodic exhibitions either of the work of members or any works of interest or service to its members.

5.10 To assist in the settlement of disputed points of professional practice in accordance with the Code of Professional Conduct (Section 13) and this Constitution.

5.11 To determine and prescribe the standard of professional competence which shall be required to gain admittance to membership of the Institute.

5.12 To censure, suspend or expel a member who has been found guilty of unethical conduct.

5.13 To determine and prescribe what conduct on the part of a member constitutes unethical conduct and enquire into and deal with any case of alleged unethical conduct in accordance with the Code of Professional Conduct (Section 13) and this Constitution.

5.14 To compile, revise and publish lists and registers of members.

5.15 To refer any external party who may require the services of one or more of the Institute's members to the IID's website. The list of all members or a selected list of names of members may only be sold or supplied to an external party who approaches the Institute upon approval by the National Council.

5.16 To compile, arrange and promote the adoption of equitable forms of contract and other documents used in the practice of design.

5.17 To procure information for members as to the standing responsibility of parties with whom they propose to transact business in accordance with local and international trends.

5.18 To undertake, grant, accept and/or operate any trusts, scholarships, bursaries, awards and prizes that may lawfully be undertaken by the Institute and may be conducive to its objectives.

5.19 To host, endorse, promote, assist and encourage the holding of open or limited competitions provided that the rules, organisation and judging of such competitions are in sympathy with the objectives of the Institute and in conformity with the requirements of the IFI.

5.20 To receive, hold and administer any donations, bequests or endowments consisting of property of any description, which may be given for the furtherance of any of the objectives of the Institute.

5.21 To open an account or accounts with any registered financial institution and to draw, accept and endorse bills, cheques, promissory notes and other negotiable instruments.

5.22 To borrow, lend or raise money with or without security and, if secured, secured by means which may include mortgage of Institutes property or by overdraft from its bankers.

5.23 To purchase, take on, lease or in exchange, hire or otherwise acquire any movable or immovable property, rights or privileges.

5.24 To invest any monies of the Institute not immediately required for any of its objectives or commitments in such a manner as may from time to time be determined, provided that the income or profits from any investment shall be applied to the furtherance of the objectives of the Association.

5.25 To improve, develop, manage, sell, exchange, lease, donate, subdivide, consolidate, dispose of, turn to account or otherwise deal with all or any part of the property and rights of the Institute.

5.26 To effect such insurance as may be necessary for the protection of the Institutes' property.

5.27 To secure insurance or other cover indemnifying the Institute against any contingent losses or claims howsoever arising.

5.28 To charge a registration fee and such other fees or special levies as may be necessary and to waive or reduce any such fee or levy in any case which may appear to merit such consideration.

5.29 To charge an annual subscription payable by each member and to waive or reduce subscriptions in any case which may appear to merit such consideration.

5.30 To determine travelling and subsistence allowances payable to members or officials attending meetings of the National Council, Secretariat or of any committee thereof, to members or officials performing any special services and to any member or official authorised by the National Council to visit any place in the interests of the Institute.

5.31 To cause to be designed and registered a seal and/or other symbols of the Institute and to prescribe for the use of such seal and/or other symbols.

5.32 To make regulations, rules, and/or laws and from time to time alter, amend or rescind the same, for the carrying out of the business of the Institute and to provide for all other matters, which in terms of this Constitution may be prescribed.

5.33 To guarantee the performance of any official obligation by any officer or servant of the Institute whilst carrying out his duties as such as authorised by the National Council in the interests of the Institute.

5.34 To apply the income and profit of the Institute from whatever source derived, solely towards the promotion of the objectives of the Institute as set forth in this Constitution and no portion thereof shall be paid or transferred directly or indirectly by way of dividend or

bonus or otherwise - or in any manner whatsoever - to any member or members; provided that nothing herein shall prevent the payment in good faith of remuneration to any officers or servants of the Institute or to any member of the Institute or other person in return for any services actually rendered to the Institute as authorised by the National Council.

## 6. Membership

The Institute comprises practising and non-practising members.

6.1 The categories of practising members are:

### 6.1.1 Professional Interior Decorator

Any person who has obtained a minimum full time one-year qualification from an accredited educational institution and a minimum of five years practical experience, or any individual who has been practising for a minimum of six years and who has satisfied the National Council of his/her professional competence and suitability and by compliance with the requirements set out in the application form.

### 6.1.2 Professional Interior Designer

Any person who has obtained a minimum full time three-year diploma or degree from an accredited educational institution and a minimum of three years practical experience, or any individual who has been practising for a minimum of six years and who has satisfied the National Council of his/her professional competence and suitability and by compliance with the requirements set out in the application form.

### 6.1.3 Professional Interior Architect

Any person who has obtained a minimum full time five-year articulated qualification from an Architectural Learning Site and a minimum of two years practical experience, and who has satisfied the National Council of his/her professional competence and by compliance with the requirements set out in the application form and satisfied the National selection committee of his professional competence and suitability.

### 6.1.4 Candidate Member

Any person who has obtained the minimum qualification from an accredited educational institution, relevant in the discipline of their application, and/or is employed within the field and who intends applying for professional membership in terms of 6.1.1 → 6.1.3 by compliance with the requirements set out in the Institute's application form, and satisfied the National Council of his/her professional commitment and suitability.

### 6.1.5. Interior Design Educator

Any person who has obtained a minimum three-year qualification from an accredited institution and a minimum of three years teaching experience and whose primary source of income is derived as an educator in any of the Interior Design disciplines may apply for full membership in the category of Interior Design Educator. The applicant will have to satisfy the National Council of his/her competence and compliance with the requirements set out in the Institute's application form.

Any person intending to apply as an Interior Design Educator and who has not yet qualified for the minimum 3 years teaching experience needs to apply as a Candidate member.

### 6.1.6 Professional Corporate Member

Any large design consultancy or design department that has been practising interior decoration, interior design or interior architecture for a minimum of five years and employs five or more qualified and/or experienced interior architects / interior designers / interior decorators that meet all eligibility requirements and that satisfies the National Council of its professional commitment and suitability by compliance with requirements set out in the application form, may apply for professional corporate membership of the Institute.

6.2 The categories of non-practising members are:

### 6.2.1 Honorary Fellow

Honorary Fellowship is awarded to distinguished persons whom the National Council wishes to honour and so elect because of their significant impact on or contribution to the Institute and/or the Interior Design profession.

Any person who is not qualified to be nominated for practising membership but who is a person of distinction whom the National Council wishes to honour and so elect because of his/her services to the Association and/or to the profession or the field of design by compliance with the requirements set out in the Institute's application form and who has satisfied the National selection committee of his professional commitment and suitability.

### 6.2.2 Affiliate Member

Any Company, institution or person who practices a trade or enterprise allied to but not practicing as an interior decorator, interior designer or interior architect may apply for affiliate membership of the Institute by satisfying the National Selection Committee of its professional commitment and suitability by compliance with the requirements set out in the application form. A minimum of five years trading experience is required.

### 6.2.3 Approved Education Member

Any educational institution approved and accredited by the South African Department of Education and offering a minimum one-year full time tertiary program in interior decorating and three-year full time tertiary program in interior interior design or interior architecture may apply for membership in the category of Approved Education Member.

### 6.2.4 Corporate Member

Any company who practices a trade or enterprise allied to the Interior Design industry may apply for corporate membership of the Institute by satisfying the National Council of its professional commitment and suitability by compliance with the requirements set out in the application form. A minimum of five years trading experience is required.

### 6.2.5 Founding Member

Any statutory body, public or private, whose management body wishes to support the Institute in attaining its objectives may apply to, or be invited by the National Council to become a Founding member of the Institute by compliance with the requirements set out in the Institute's application form and satisfy the National Selection Committee of its professional commitment and suitability.



### 6.3 Application for Membership

6.3.1 Application for membership (with the exception of 6.2.1 - which is by invitation) shall be made to the National Council on the prescribed form and accompanied by such other information, examples of work, etc., as the National Council may require.

6.3.2 National Council shall at its sole discretion consider or have a Select Committee convened to consider membership as required, in accordance with the Institute's prescribed membership approval criteria.

### 6.4 Registration Fees and Annual Membership Fees

6.4.1 Every application for membership shall be made through to the National Office.

6.4.2 The National Council shall determine annually the membership fee payable by all categories of members and shall inform each member of the subscription due by him.

6.4.3 The annual membership fee for any year shall be due on the 1 July of each year. Members who join the Institute before or after 1 July will be charged an appropriate deduction in proportion to the annual amount due.

6.4.4 The National Council shall have the power to waive, reduce or remit any fee or subscription.

6.4.5 The National Council shall have the further power to make a special levy upon members for special purposes.

### 6.5 Duration and Termination of Membership

6.5.1 Every member shall remain a member, with all rights and liabilities, until his membership is terminated in accordance with the provisions of this Constitution.

6.5.2 A member shall cease to be a member:

6.5.2.1 Upon receipt of a letter from the National Council accepting his written resignation from membership.

6.5.2.2 Upon failure to pay the subscriptions or due portion thereof within 60 days after such omission has been made known by the Secretary, by letter addressed to such member at his last known address.

6.5.2.3 Upon expulsion from membership by the National Council.

6.5.2.4 If any member is alleged to be guilty of a breach of the rules or of improper conduct, or if the member has in the opinion of the National Council, ceased to be a desirable member, such member shall be called before the National Council or its appointed disciplinary committee, and failing a satisfactory explanation, may be cautioned, asked to resign or be expelled.

6.5.2.5 The National Council shall be specifically summoned to consider questions under 6.5.2.4 and notice shall be sent to the member at least 7 days prior to the meeting. Before coming to a decision, the National Council shall hear any explanation which such

member may desire to give, together with any evidence in support of, such explanation tendered. No member shall be cautioned, required to resign or be expelled unless the Resolution is supported by at least three-quarters of the full Council.

6.5.2.6 Any member disregarding any rules or regulations of the Institute or being guilty of conduct which is, in the opinion of the Council, inimical to the interests of the Institute, shall be liable for expulsion by the majority of the full National Council, subject however, to a right of appeal to the next Ordinary Meeting of the National Council, whose decision shall be final and binding.

6.5.2.7 No refund of any subscription or levy or part thereof shall be made to a person ceasing to be member and he/she shall, in any event, remain liable to the Institute for any subscriptions, levies or other debts or obligations due by him/her.

### 6.6 Re-admission

No person who has been a member of the Institute shall be eligible for re-admission to membership until he has paid all arrears of subscriptions and/or levy due by him to the Institute at the date when his membership ceased, together with any expenses which may have been incurred in respect of the above mentioned arrears and provided that his re-admission is approved by the National Council.

### 6.7 Roll of Members

6.7.1 The name of every practising member and fellow shall be entered in a roll to be called the Roll of Members.

6.7.2 Separate rolls shall be kept for each category of non-practising members.

### 6.8 Letters of Designation

In order to designate their membership of the Institute, members shall be entitled to use the following letters of designation:

6.8.1 Professional Interior Architect - **IID Interior Architect**

6.8.2 Professional Interior Designer - **IID Interior Designer**

6.8.3 Professional Interior Decorator - **IID Interior Decorator**

6.8.4 Founding - **IID Founding**

6.8.5 Corporate - **IID Corporate**

6.8.6 Affiliate - **IID Affiliate**

6.8.7 Approved Educational Institution - **Approved by IID**

6.8.8 Interior Design Educator - **IID Interior Design Educator**

6.8.9 Candidate - **Candidate IID [Interior Architect]  
Candidate IID [Interior Designer]  
Candidate IID [Interior Decorator]**

6.8.10 Professional Corporate – **IID Professional Corporate**

6.8.11 President of National Council - **IID President**

6.8.12 Past President of National Council - **IID Past President**

6.8.13 Honorary - **IID Honorary Fellow**

## 6.9 Rights of Members

6.9.1 Every member in every category detailed under Section 6.1.1 → 6.2.5 shall receive an appropriate certificate of membership. The certificate shall remain the property of the Institute and shall be surrendered on demand.

6.9.2 Every member in good standing shall be entitled:-

6.9.2.1 To receive all notices, circulars and other documents issued to members.

6.9.2.2 To receive, at the sole discretion of the National Council, such assistance in any matter as may be rendered in terms of this Constitution.

6.9.2.3 To vote on any resolution put to any General Meeting of any Region of the Institute.

6.9.3 Corporate, Founding, Candidate, Affiliate and Approved Educational members shall be entitled to such rights and privileges as prescribed by the National Council from time to time.

6.9.4 Professional Corporate, Founding, Corporate, Affiliate and Approved Educational members shall nominate and have only one person at any one time to represent them in the Institute.

6.9.5 No member shall have any rights whatsoever to a share in or a participation in any assets belonging to the Institute.

## 6.10 Liabilities of Members

6.10.1 The liability of each member is limited to the amount of a subscription, levy or other debt owing by him to the Institute.

6.10.2 All members and representative persons shall notify the National Council of any change of address or employment, partnership or association.

6.10.3 Any member whose annual subscription, levy or other debts are not paid within 60 days of the due date, or within such further period as the National Council may in any particular case allow, shall not be entitled to any privileges, including voting rights, and after a further period of 2 months of non-payment shall be struck off the roll of members by the National Council. Any monies due by a member so removed shall, nevertheless, remain a debt due to the Institute.

6.10.4 Resignation is effected by a letter received by the National office no later than three months before the end of the financial year.

6.10.5 Any member having retired from, or no longer being actively engaged in the profession may, on application and at the discretion of National Council, pay such reduced subscription as may be prescribed. Provided that should such a member recommence the practice of design, he/she shall be liable for the full subscription from that time.

6.10.6 Every member shall, by signature of the application for membership, subscribe to the Code of Professional Conduct of the Institute. Any member alleged to have breached the Code of Professional Conduct shall be entitled, on summons by the National Council, to answer any allegation/s. The National Council, after hearing the member shall make a finding and, failing a satisfactory explanation, may caution the member, request the member to resign or terminate the offenders membership. In any disciplinary matter in terms of 6.10.6, the member shall have right of appeal to the next general meeting of members.

## Management and Administration Principles

7.1 Management of the Institute is vested solely in the National Council, which is hereby constituted.

### 7.2. The composition of National Council is:

7.2.1. President

7.2.2. President Elect

7.2.3. Managing Director

7.2.4. Financial Director

7.2.5. Marketing Director

7.2.6. Education Director

7.2.7. One representative from each of the Regions of the Institute.

7.2.8. Immediate Past President.

7.3. The National Council may adjust the compilation or create an additional portfolio if needed.

7.4. National Council is required by this Constitution to hold not less than 4 meetings per year, of which one may be the National AGM, in its terms of office.

7.5 The duly elected representative for each Region is required by this Constitution to hold not less than 4 meetings per year.

## 8. Certain Procedures are Common to National Council

8.1 Notices for Convening a National AGM.

8.1.1 The Secretary shall send out such notices not less than three full weeks prior to the date of the Annual General Meeting.

8.1.2 The Notices shall furnish the following information:

8.1.3 Agenda of the meeting.

8.1.4 Names of Candidates for Office together with names of the proposer and seconder and a statement from those nominated, with a CV.

8.1.5 The President of the National Council will hold a second or casting vote.

## 8.2 Retirement of Office Bearers and other National Council Members

8.2.1 On completion of a 2 year term of office all such persons shall retire. They may offer themselves for re-election for another 2 year term. Totalling a maximum of 4 years.

## 9. Quorum at National AGM

9.1. A quorum in the case of National AGM shall be 30% of eligible attendees. In the event of no quorum being present within half an hour of the time called for the Meeting, it shall be adjourned for one week and then be considered properly constituted, irrespective of attendance.

### 9.2. Voting at National Annual General Meetings:

9.2.1. Voting for Election shall be by secret ballot.

9.2.2. Voting on Resolutions shall be by a show of hands.

9.2.3. Decision shall be by simple majority.

9.2.4. The President of National Council and the President Elect will hold a second or casting vote.

9.3. The National Council is required by this Constitution to hold an **Annual General Meeting** once every year, for the purpose of:-

9.3.1. Hearing the annual reports of the retiring office bearers.

9.3.2. Electing new office bearers.

9.3.3. Receiving, deliberating and voting on resolutions from National Council.

## 10. Eligibility for Office on National Council

10.1. All fully paid members of good standing are eligible to be elected as an office bearer to National Council.

## 11. Management and Administration Functions

11.1 The Institute is managed and controlled by the National Council and, as the executive body of the Institute, the Powers as mentioned in Section 5 of this Constitution are embodied in the National Council and, without derogating in any way from the generality of this power, the National Council shall:

11.1.1 Submit annually to the AGM a report on the affairs of the Institute and profession.

11.1.2 Submit annual audited statements of accounts of the Institute for the previous financial year.

11.1.3 Control the financial affairs of the Institute and make such levies on and grants to Regions of the Institute as may be necessary.

11.1.4 Determine annually the subscriptions payable by all categories of members and by each member.

11.1.5 Make by-laws not inconsistent with this Constitution.

11.1.6 Define what shall constitute unethical conduct on the part of any of the Institute's members in terms of Section 13 of this Constitution.

11.1.7 Prescribe the mode and method of enquiry into unethical conduct on the part of any member and the conditions to be imposed in respect of such conduct.

11.1.8 Provide for the definition and requirements for all categories of membership of the Institute and accept or reject, without prejudice, any application for any category as so defined.

11.1.9. Notify the Regions of any changes in the roll of their members, changes in members' addresses, practices, and related matters.

11.1.10. Hold a referendum of members on any matter affecting the Institute or the profession.

11.2. The National Council may:

11.2.1. Appoint members or a member of the National Council or any other member or members of the Institute or any other person to represent the Institute or any other body in terms of Section 5 of this Constitution.

11.2.2 Appoint committees or subcommittees, delegate any of their powers or duties to any person or persons and prescribe rules for regulating their proceedings, including:

11.2.2.1. The evaluation of all applications for all categories of membership of the Institute as set out in Section 6 of this Constitution.

11.2.2.2. The evaluation of all cases of alleged unethical conduct as referred to in Section 13 of this Constitution.

11.2.3. In all matters not herein defined or described the National Council shall take such action and make such decisions in the interests of the Institute and the profession as it deems fit so long as such actions and decisions are not in conflict or at variance with any of the provisions of this Constitution.

## 12. Amendments to Constitution

This Constitution may be extended, amplified or amended in any manner by a resolution at an AGM of this Constitution and adopted by the required two thirds majority.

## 13. Code of Professional Conduct

The observance of this Code is a condition of membership of the Institute. The Council may reprimand, suspend or expel any member or in the case of corporate and founding members request resignation, as defined in Section 6.5 to 6.6 of this Constitution, who infringes this Code, or who, in its opinion, conducts himself in any manner which discredits the profession.

Any questions, which may arise as to the interpretation of this Code, are to be referred to the National Council whose decision is final. The National Council may consult the President of the IFI and/or Past-Presidents to assist in their decision making process.

Members conducting a design practice in partnership or association with non-members shall be responsible for the observance of this Code by themselves and by all members of the organisation.

Members working or seeking work in a country other than the Republic of South Africa shall at all times observe the relevant Code of Conduct of the National Institute concerned, subject to that Institute being a member of the IFI.

### 13.1 The Member's Responsibility to the Community

13.1.1 A Member accepts a professional obligation to further the social and aesthetic standards of the community.

13.1.2 A Member shall act in keeping with the honour and dignity of the profession.

13.1.3 A Member shall not consciously assume or accept a position in which his personal interests conflict with his professional duty.

13.1.4 A Member accepts professional responsibility to act in the best interests of the ecology and the natural environment.

13.1.5 A Member must represent them self correctly and may not refer to themselves as 'interior architect', 'interior designer' or 'interior decorator' without being certified, qualified and/or experienced as such.

### 13.2. The Member's Responsibility to his Client

13.2.1 A Member shall act in his client's interests and use his best endeavours within the limits of his professional duties.

13.2.2 A Member shall not work simultaneously on assignments, which are in direct competition without the agreement of the clients or employers concerned except in specific cases where it is the convention of a particular trade for a designer to work at the same time for various competitors.

13.2.3 A Member shall treat all knowledge of his client's intentions, production methods and/or business organisation as confidential and shall not, at any time, divulge such information without the consent of his client. It is the member's responsibility to ensure that all members of his staff are similarly bound to confidentiality.

13.2.4 A Member shall not release for publication any confidential information about the work he is doing or has completed, unless his client or employer has given prior consent. Such consent shall, however, not be unreasonably withheld by the client.

### 13.3 The Member's Responsibility to Other Members

13.3.1 A Member shall not knowingly accept any professional assignment upon which another member has been or is acting without notifying the other member and until he is satisfied that the former appointment has been properly terminated.

13.3.2 A Member shall not attempt, directly or indirectly, to supplant another member, nor may he compete with another member by means of unethical inducement.

13.3.3 A Member must be fair in criticism and shall not denigrate the work or reputation of a fellow member.

13.3.4 A Member shall not accept instructions from his client or employer, which knowingly involve plagiarism, nor shall he consciously act in any manner involving plagiarism.

### 13.4 Remuneration

13.4.1 A Member shall work only for a fee, a royalty and/or a salary. Separate charges shall be allowed, where necessary, for time spent on contracting or supplying services on behalf of the client.

13.4.2 A Member shall not undertake any work at the invitation of a client without payment of an appropriate remuneration. A Member may, however, undertake work without fee or at a reduced rate for charitable or non-profit making organisations.

13.4.3 A Member who is financially concerned with any company, firm or business, which may benefit from any recommendations made by him in the course of his work, shall notify his client or employer of this fact in advance.

13.4.4 A Member who is asked to advise on the selection of designers shall accept no payment in any form from the designer recommended.

### 13.5. Publicity

13.5.1 A Member may take paid advertising space in any media or publish publicity material in which to advertise his professional services, provided all information is truthful, factual and does not make any unsubstantiated claims. It must be fair to clients and other designers in accordance with the dignity of the profession.

13.5.2 A Member may approach a potential client or employer only in a professional manner.

13.5.3 A Member may allow his name to be used by clients, employers, agents or others in advertisements only in connection with factual statements of goods or services offered and provided the statements in such advertisements are not harmful to other members or detrimental to the dignity of the profession.

13.5.4 A Member shall not allow his name to be associated with the realisation of a design, which has been changed by the client as it is no longer to be substantially the original work of the member.

### 13.6 Conditions of Engagement

13.6.1 Members may negotiate conditions of engagement to their and their clients' satisfaction according to the circumstances of any particular project provided that fees for design services shall always be confirmed in writing as well as the form of service being supplied.

13.6.2. Exclusive services or retainers in a particular field of design may be secured by agreement between client and member.

13.6.3. Upon the premature cancellation of any agreement by the client, the member is entitled to payment for services rendered in relation to the time and expenses involved.

13.6.4. Any dispute or difference arising out of the Contract shall be resolved under the provision of the Arbitration Act.

### 13.7 Additional Instruction and/or Change of Brief

13.7.1. If the client's original instructions are subsequently varied or augmented during the course of a project, a fee pro rata for the additional work shall be chargeable.

### 13.8 Design Registration

13.8.1 When the client acquires the ownership of a design, the member shall, where desired, assist in any application for design registration.

### 13.9. Patents, Copyright and Trademarks

13.9.1 All patentable or copyrightable material, which may be originated by the member during the development of a project, shall remain his property unless or until a separate agreement is entered into assigning patent or copyrights in part or in full, as may be desired by the member and the client.

### 13.10. Design Alteration

13.10.1. A design shall not be altered or adapted by the client without the member's explicit consent.

### 13.11. Design Credits

13.11.1. A member shall be entitled to claim authorship of a design for which he has been responsible and his consent shall be obtained before his name or signature is reproduced on any finished product or otherwise published by the client.

### 14. Dissolution of the Institute

14.1. The Institute may only be dissolved at a National Annual General meeting or a Special General Meeting of the National Council convened for that purpose, by the required majority vote against a resolution properly proposed and seconded.

14.2. Failing the achievement of a quorum, those present shall convene another Special General Meeting within a period of seven days and if a quorum is again lacking, the Council members present shall immediately serve notice on all absent members that they propose to declare the Institute dissolved.

14.3. On dissolution, the National Council shall act as trustees for the realisation of all assets, moveable and immovable, of the Institute.

14.4. All monies and assets belonging to the Institute shall be divided equally, at the discretion of the National Council, after all debts have been paid and all expenses met, to the existing members.

14.5. The National Council shall, at the same time, appoint a firm of accountants to supervise the realisation of assets, and the transfer of monies and assets. A complete report, signed by the firm of

accountants and the members of the National Council, shall be prepared at the end of the proceedings and circulated to all members who were in good standing with the Institute at the time of dissolution.

### 15. International Federation of Interior Architects/Designers (IFI)

15.1 The Institute shall actively participate in the activities of the IFI with the aims of:

15.1.1. Developing professional design management in the interest of the Institute;

15.1.2 Providing developmental benefits in the sphere of professional design practice to the Institute's members by distributing information, invitations and publications generated, distributed and/or published by the IFI; and

15.1.3. Promoting South African design in the international arena through publishing press releases; distribution of Institute's publications, securing endorsements for events, competitions and awards and participation in international conferences, seminars, exhibitions, meetings and other events.

15.2. The Institute shall maintain its annual membership to the IFI until such time as the Institute, at a National General Meeting, decides to terminate its membership on condition that:

15.2.1. The Institute is financially unable to pay the membership fees.

15.2.2. The majority of the IFI's policies dramatically contradict the powers of the Institute as stipulated in Section 5.

15.2.3. The Institute's membership is terminated by the IFI due to reasonable conditions.

15.3. The National Council shall consult eligible Institute members on the nomination of representative delegates to the General Assemblies of the IFI.

15.3.2. Only Fellows, Members, Affiliate, Education Members and the Executive Officer of the Institute shall be eligible for nomination as delegates to the General Assemblies of the IFI.

### 16. Endorsements

16.1. The National Council may, on behalf of the Institute, endorse conferences, seminars, workshops, exhibitions, courses, bursary schemes, competitions, awards, publications and other events and initiatives on condition that it does not contradict any clause of this Constitution.

16.2. Endorsements shall be considered in accordance with the regulations of the IFI.

16.3. The Institute may charge reasonable endorsement fees.

16.4. The management team of endorsed initiatives must strictly comply with the regulatory specifications defined by the National Council.

16.5. A minimum of two National Council members or two designated Institute delegates must be part of the management teams of endorsed initiatives.

16.6. Organisers of Institute's endorsed initiatives may not publicise or claim endorsement without written proof of such an endorsement issued by the National Council.

16.7. The term of endorsement must be clearly specified by the National Council and the specifications thereof must be regularly reviewed.

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