SAOA RULES

SOUTH AFRICAN OPTOMETRIC ASSOCIATION

1. INTRODUCTION AND INTERPRETATION

1.1. These Rules are made in accordance with the Memorandum of Incorporation and expressions used in the Memorandum of Incorporation shall bear the same meanings as those defined below.

1.2. Should the provisions of these Rules in any way conflict with the ethical rules of the H.P.C.S.A., the rules of the H.P.C.S.A. shall apply. These Rules shall be read in all aspects subject to the rules of the H.P.C.S.A.

1.3. In these Rules, unless the context otherwise requires, the following terms shall have the meanings assigned to them hereunder and cognate expressions shall have corresponding meanings, namely:

1.3.1. The Association" means the South African Optometric Association incorporated as a non-profit company;

1.3.2 "the Rules" means the Rules of the Association passed in accordance with the provisions of Article 19 of the SAOA MOI;

1.3.3 "the Chief Executive Officer" / "CEO" means the person appointed as such, if any, by the Board in terms of Article 11.3;

1.3.4 "the Companies Act" means Act No. 71 of 2008, as amended or any Act which replaces it;

1.3.5 "the Council" means the Health Professions Council of South Africa established in terms of the Health Professions Act, 1974, as amended from time to time, or its successor in title;

1.3.6 "the Board" means the board of directors;

1.3.7 "The Disciplinary Committee" means the committee established by the Board to deal with disciplinary matters in terms of Article 11.6;

1.3.8 "the Ethics Committee" means the committee established by the Board to deal with ethical matters in terms of Article 11.5;

1.3.9 "the Financial Director" means the person appointed as such, if any, by the Board in terms of Article 11.3;

1.3.10 "former member" means members whose membership has ceased;

1.3.11 “levies” means the once-off amounts due by ordinary, affiliate or associate members as are required by the Association, which amounts are set in terms of the Rules;

1.3.12 “member” means the persons referred to in clause 4

1.3.13 “Memorandum” means the Memorandum of Association of the Association;

1.3.14 “the Ombudsman” means the person appointed as such by the Board in terms of Article 11.6;

1.3.15 “the President” means the person appointed as such by the Board in terms of Article 11.2;

1.3.16 “the Vice President” means the person appointed as such by the Board in terms of Article 11.2’

1.3.17 “re-entrance fees” means the amount payable by members on being re-admitted to the Association, which amount is set in terms of the Rules;

1.3.18 "the Republic" means the Republic of South Africa;

1.3.19 “roll of members” means the register of members kept in terms of the Statutes;

1.3.20 "the Statutes" means the Companies Act and any and every other statute or ordinance from time to time in force concerning companies and necessarily affecting the Association;

1.3.21 “the SAOA” means the South African Optometric Association;

1.3.22 “Surplus” means the amount by which the SAOA income exceeds its total expenditure. The surplus is the opposite of deficit;

1.3.23 “membership fees” means the amount payable annually by members of the Association, which amount is set in terms of the Rules;

1.3.24 "Sign" shall include the reproduction of signature by printing or any other mechanical or electronic process including partly the one and partly the other process and "signature" has the corresponding meaning;

1.3.25 "SAOA" shall mean the South African Optometric Association.

1.3.26 writing" shall include printing, typewriting or any other mechanical or electronic process, or partly one and partly the other; and

1.4 expressions defined in the Companies Act, or any statutory modification thereof, in force at the date on which these Articles become binding on the Association shall have the meanings so defined;

1.5 words in the singular number shall include the plural and words in the plural number shall include the singular and words importing the masculine gender shall include females;

1.6 where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

1.7 expressions defined in these Articles shall bear the same meanings in the Memorandum and the Rules;

1.8 where any term is defined within the context of any particular Article in these Articles, the term so defined, unless it is clear from the Article in question that the term so defined has limited application to the relevant Article, shall bear the meaning ascribed to it for all purposes in terms of these Articles, notwithstanding that that term has not been defined in this interpretation clause;

1.9 the rule of construction that the contract shall be interpreted against the party responsible for the drafting or preparation of the agreement, shall not apply.

2. APPLICATIONS FOR MEMBERSHIP

2. 1. Any person wishing to be admitted or re-admitted as an ordinary, affiliate, student or associate member, must apply to the Board in writing, which application must contain:

2. 1.1. Full personal details including, full names, business and residential addresses and identity number;

2. 1.2. The type of membership being applied for;

2. 1.3. a notarially certified copy of the applicant's certificate of registration with the Council.

2.1.4. a written undertaking to abide by the MOI and Rules of the Association as amended from time to time;

2.2. In the event that the Board rejects an application for admittance or re-admittance to the Association:

2.2.1. the Board shall not be obliged to disclose its reasons for the rejection of an application for admittance or readmittance to anyone other than the applicant except where the applicant appeals the decision to a general meeting of the association;

2.2.2. the Board shall notify the applicant of his right to appeal to a general meeting of the Association in accordance with the following procedures:

2.2.2.1. the applicant must notify the Board in writing of his desire to appeal to a general meeting of the Association and, at his discretion, provide the Board with a written motivation in support of his admittance or re-admittance;

2.2.2.2. the Board must put the issue on the agenda for the next general meeting and must ensure that a document setting out its reasons for refusing the application for admittance or re-admittance to membership and a document from the applicant motivating for his admittance or re-admittance, if any, is/are circulated to the members prior to the general meeting; and

2.2.2.3. the members in general meeting shall deal with the appeal by way of an ordinary resolution.

2.3. Upon being admitted as a member of the Association, a member shall be provided with a numbered certificate signed by the President and another director of the Association, which certificate shall remain the property of the Association and shall be returned to the Association upon the member ceasing to be a member for any reason.

3. ROLL OF MEMBERS

3.1. An up to date list of the names, addresses and classes of membership of all members of the Association shall be maintained by the Association and may be disseminated to membership upon request in accordance with any relevant laws of the Republic of South Africa.

3.2. Every member shall notify the Board by means of a signed notification in writing of any change of his personal details including: names, residential and business addresses within thirty (30) days thereof.

3.3. The roll of members shall be available for inspection at every general meeting of the Association.

4. RIGHTS AND PRIVILEGES OF MEMBERS

4.1. Every member shall have the right to:

4.1.1. disclose his membership of the Association to the public subject to the rules governing advertising laid down by the Council;

4.1.2. display any symbols or logos or other distinctive marks of the Association on stationary, displays and signs used in connection with the member's practise.

4.1.3. attend at any meeting of the Association other than meetings of the Board, the Disciplinary Committee and regional representatives unless invited thereto;

4.1.4. nominate ordinary members / non practising ordinary members for election to the Board.

4.1.5. any information or communication held by the Board, upon a request therefor in writing by a member, other than information which the Board may or must refuse to grant access to in terms of applicable legislation or considered not to be in the interest of the Association or the profession to make public at that time;

4.1.6. utilise the facilities of and services offered by the Association;

4.1.7. receive the official publications, if any, of the Association on payment of the purchase price to be determined by the Board.

4.2. An ordinary member and non-practising ordinary member may employ affixes that are approved by the SAOA Professional Development committee in terms of the regulations of the HPCSA and other relevant organisations.

4.3. Any Voting member may vote at any general meeting of the Association.

5. MEMBERSHIP FEES, RE-ENTRANCE FEES AND LEVIES AND PAYMENTS BY MEMBERS OF THE BOARD

5.1.1 The Board may propose membership fees, re-entrance fees, levies and rebates and discounts thereon for, *inter alia*, early payment it being recorded that such membership fees, re-entrance fees and levies may vary depending on the category of membership, which membership fees, re-entrance fees and levies shall become binding on the ordinary, ordinary non-practising, affiliate and associate members if approved by the members in a general meeting.

5.1.2. Membership fees for members may be inclusive of all added value benefits. However, added value benefits are not necessarily included within membership fees for affiliate, associate, honorary members or any member that is granted reduced or gratis membership.

5.1.3. In circumstances considered to be 'extraordinary', such as, but not restricted to late dissemination of invoices, system anomalies, etc., the Board may, at their sole discretion, extend the timeframe for the payment of dues by members for a period deemed reasonable.

5.2. In proposing the membership fee, re-entrance fees and levies referred to in clause 5.1, the Board may:

5.1.1. propose discounts for:

5.1.1.1. ordinary members who are employees of other ordinary members;

5.1.1.2. non-practising ordinary members;

5.1.1.3. ordinary and affiliate members who are over 70 (seventy) years of age;

5.1.1.4. ordinary, non-practising, affiliate or associate members who were student members prior to becoming ordinary, affiliate or associate members; and

5.1.1.5. directors, in respect of their membership fees; and

5. 1.2. Waive such membership fees, re-entrance fees and levies for ordinary, affiliate and associate members who are over 70 (seventy) years of age.

5.2. The Board may, in its sole discretion, allow reduction in membership fees to ordinary, affiliate and associate members.

5.4. All membership fees shall become due and payable in advance on the date as determined by the Board or on such terms as agreed to by the Board. Failure to pay membership fees within 90 days from due date may result in the termination of the defaulting member's membership, provided that the Association has given the defaulting member 14 days written notice to make payment.

5.6 Levies shall become due and payable within 90 (ninety) days of the general meeting of the Association having approved same. Failure to pay the levies on due date shall terminate membership provided two weeks written notice of such termination is given by the Board.

5.7 The liability of members is limited to the amounts set out in paragraph ___ and the amounts, if any, contributed by way of fees and levies as contemplated in clause 5 above, subject to clause 5.8 below.

6. REGIONAL REPRESENTATIVES

The Board may appoint a member, other than a student member, practising or residing in a particular geographical area within the Republic, as a regional representative for such geographical area provided that a member cannot be a regional representative for more than one geographical area. Should it deem fit, the Board may appoint more than one regional representative for a particular geographical area within the Republic.

7. ANNUAL GENERAL MEETINGS OF THE ASSOCIATION

7.1. Annual general meetings shall be in accordance with the Company Act.

7.2. At least 21 (twenty-one) clear days, notice of an annual general meeting shall be given in writing specifying the date, time and venue thereof.

7.3. Any member may submit a resolution for consideration by the annual general meeting, provided that notice in writing of the proposed resolution be received by the Board at least 30 (thirty) days before the proposed date of the annual general meeting.

7.4. The notice of the annual general meeting shall include:

0.4.1. an agenda detailing the business of the meeting, together with any annexures thereto;

0.4.2. the minutes of the previous annual general meeting; and

0.4.3. a statement on the current financial affairs of the Association.

8. ELECTIONS OF THE BOARD

8.1. Directors elected to the Board shall hold office for a period of three consecutive years, to be calculated from one AGM to the next AGM.

8.1.1. A director may not serve on the Board for more than 2 consecutive terms as defined in terms of clause 8.1.

8.1.2. A President shall serve a term of 2 years and an additional 1 year as ex officio as Immediate Past president.

8.2. Only Voting members are eligible to be elected as directors and the procedure for electing directors is as follows:

8.2.1. At least 50% of the Board elected must be black as defined in the transformation blueprint which forms part of the Memorandum of Incorporation.

8.2.2. The Board shall designate three people, who need not be members, to be the ballot officer and two scrutineers (one of which is to be a representative of the Auditors of the Association), respectively.

8.2.3. Nominations and voting shall be conducted by electronic means as the preferred mechanism;

8.2.3.1. Nominations and voting may be conducted via the post but to be regarded as a contingency where electronic voting may not be possible

or in such circumstance where postal voting may be preferred for whatever reason, as determined by the Board.

8.2.4. Not more than 90 (ninety) days and not less than 60 (sixty) days before the annual general meeting of the Association the ballot officer shall, by notice in writing to the members, call for nominations for the Board and stipulate a date, not less than 40 (forty) days before the annual general meeting, by when such nominations are to be received by him. Such notice shall contain the following information:

8.2.4.1. the date, time and venue of the annual general meeting;

8.2.4.2. a list of current directors and a record of their attendance and non-attendance at meetings of the Board;

8.2.4.3. the names of the directors whose terms of office are due to end;

8.2.4.4. the names of the directors who are prepared to accept re-nomination for election to the Board; and

8.2.4.5. the address to which nominations should be sent.

8.2.5. Nominations shall be in writing and shall state:

0.2.5.1. the full names of the nominee;

0.2.5.2. full names of the nominator;

0.2.5.3. a declaration signed by the nominee that he has accepted nomination and knows of no circumstance which may preclude such acceptance.

8.2.6. As soon as possible after the closing date for nominations, the ballot officer shall:

8.2.6.1. open the nomination forms in the presence of the two scrutineers and prepare a list of nominations in consultation with the two scrutineers;

8.2.6.2. furnish the Board with the list of nominees for confirmation that they are ordinary or non-practicing ordinary members.

8.2.7. Nominees may submit a written election manifesto not exceeding 500 (five hundred) words to the ballot officer for circulation to the members other than student and associate members.

8.2.8 At least 28 (twenty eight) days before the annual general meeting, the ballot officer shall send to each member other than student and associate members:

8.2.8.1. a voting paper listing the names of each nominee eligible for election to the Board;

8.2.8.2. the election manifestos, if any, of all nominees eligible for election to the Board;

8.2.8.3. instructions as to how to register an effective secret vote stipulating the date by which votes have to be received by the ballot officer;

8.2.8.4. an envelope marked only with the letter “A” which envelope is to contain the duly completed voting paper;

8.2.8.5. a form requiring a signed declaration to the effect that:

(a) the voter is a member entitled to vote in elections for the Board; and

(b) no other vote will be cast by the member;

8.2.8.6. an envelope addressed to the ballot officer which will contain the envelope referred to in paragraph 8.2.7.4 and the form referred to in 8.2.7.5.

8.2.9. The day after the closing date for voting, the ballot officer shall open the voting forms in the presence of the two scrutineers and prepare a list of elected directors in consultation with the two scrutineers.

8.2.10. The ballot officer shall inform the Board of the results of the election and shall announce the names of the duly elected directors at the annual general meeting.

8.2.11. The ballot officer shall keep the nominations and voting forms, respectively, in two sealed envelopes for a period of six months, after which such forms may be destroyed.

9. **MOTIONS OF NO CONFIDENCE BY MEMBERS**

9.1 A motion of no confidence (alternatively vote of no confidence, censure motion or no-confidence motion) is a statement or vote which states that a person or persons in a position of responsibility or authority —be it the Association Directors, individually or collectively, or senior office bearers, —is no longer deemed fit to hold that position. This may be based on said person or persons falling short in some respect, failing to carry out obligations, or making choices that other members feel is detrimental...

9.2. "No Confidence" leads to compulsory resignation of the person or persons concerned.

9.3. A Motion of No Confidence against an Office Bearer of the SAOA, including the President and/or Board of Directors shall be put forward in the form of a Special

Resolution at a Special General Meeting convened by Members of the SAOA in Good Standing in accordance with the Constitution of the SAOA.

9.3.1. However, Notice of the SGM to address a Motion of No Confidence shall be disseminated to members of the SAOA not less than 21 clear days in advance of the meeting.

9.3.2. Such Notice shall include the alleged reasons for the Motion.

9.4. A Motion of No Confidence shall be substantiated by the alleged reasons by a Spokesperson or Spokespersons representing the members who called for the SGM to be considered and discussed by voting members of the SAOA at the SGM.

9.5. The person or persons against whom the Motion of No Confidence has/have the right of reply and shall be entitled to provide testimony as to why the Motion of No Confidence should not be carried.

9.6. A Motion of No Confidence shall be passed only in the event of 75% of voting members present at the AGM in good standing who have voted in favour of such motion.

9.7. Proxy votes **may be** entertained at SGM's convened to address a Motion of No Confidence

9.8. Should a Motion of No Confidence be carried at a Special General Meeting as per Clause 16 above, the person or persons against whom the Vote of No Confidence has been adopted is/ are entitled to appeal against such vote.

9.9. Such appeal is to be formally lodged with the SAOA **Ombudsperson** within 7 days of the passing of the Motion of No Confidence and the SAOA membership informed accordingly..

9.10. **In the event of appeal being lodged by the person or persons against whom the Motion of No Confidence has been instituted a Council of not more than 6 persons is to be formed, to be facilitated by the Ombudsperson.**

9.11. Persons to serve on the Council may or may not be members of the SAOA.

9.12. **In the event of a tied vote within the Appeal Council, the elected Chairperson shall have a second or casting vote.**

9.14. The Appeal meeting shall be convened within 40 days of the official lodging of the appeal.

9.15. The persons or persons against whom the Vote of No Confidence has been instituted shall be entitled to any representation of choice at the Appeal hearing.

9.16. The Procedure of the Appeal hearing shall be conducted in accordance with Annexure A.

9.17. The conclusions reached and decisions taken by the Council shall be final.

10. **MOTIONS OF NO CONFIDENCE BY BOARD MEMBERS**

10.1. A Motion of No Confidence by Directors is restricted to a motion against the elected President or Vice President.

10.2. A Motion of No Confidence may be proposed by a single Director to be considered by the Board.

10.3. The Notice for the Motion of No Confidence shall be disseminated to all Board members, not less than 12 clear days in advance of a Board meeting which may be convened to specifically address the proposed Motion.

10.4. The Director proposing the Motion of No Confidence shall be entitled to present his/her case for the Motion to be adopted and the person or persons against whom the Motion has been proposed shall be entitled to reply.

10.5. The conclusions reached shall be on the basis of a simple majority and shall be final.

11. DISBURSEMENTS

Refer Financial Policies and Procedures.

12. AWARDS

12.1. An Awards Committee shall be appointed by the Board comprising of not more than three SAOA members in good standing who will be mandated to decide on the awards as follows:

12.1.1. The Distinguished Service Award:

To be awarded to a member in recognition of special services rendered to the Association and/or to the optometrically-related professions. The format of the award shall be a bronze medallion in the form of the Association's Heraldic Coat of Arms, suspended from a ribbon suitably mounted so that it is suspended below an engraved metal strip indicating the nature of the award and the recipient's name;

12.1.2. The Certificate of Tribute

To be awarded to a member in recognition of loyal and faithful service to the Association. The format shall be a suitably worded certificate; and

12.1.3. The Certificate of Appreciation

To be awarded to a non-member of the Association in appreciation of special services rendered to the Association and/or the optometrically- related professions. The format shall be a suitably worded certificate.

12.1.4. The Certificate of Merit

To be awarded to an upstanding member of the community primarily for efforts which benefit the community and based on nominations received from the membership. The format shall be a suitably worded certificate.

12.2. **Nominations for award recipients may be forwarded to the Awards Committee by both SAOA members in good standing as well as members of the Board;**

12.3. A 'President's Discretion' award may be awarded to an individual or individuals for exemplary and/or outstanding services to the SAOA and/or professions of optometry and/or dispensing opticianry at the sole discretion of the incumbent President each year, to be presented at the AGM.

13. CODE OF ETHICS

It shall be the ideal, the resolve and the duty of each member of the Association to act in accordance with the following:

13.1. Relationship with Patients and Society

13.1.1. To keep the visual welfare of the patient uppermost at all times.

13.1.2. The member shall protect patients from unwarranted physical and mental discomfort, distress, harm, danger, deprivations and from unnecessary procedures.

13.1.3. A patient's personal information shall be preserved in absolute secrecy unless otherwise required by law, and shall be used for the benefit of the patient only. Such information may be communicated to another practitioner after securing the patient's consent.

13.1.4. To ensure that patients are fully informed of their rights and their corresponding obligations by providing clear professional information.

13.1.5. To aid patients in making informed judgments and choices.

13.1.6. To ensure as far as reasonably possible that no person lacks for visual care, regardless of his financial status.

13.1.7. Patients can be advised only, and if a patient chooses to disregard such advice the member cannot insist upon its acceptance.

13.1.8. The findings or copy of prescription of a patient must, at such patient's request, be forwarded to another professional.

13.1.9. If a patient requests another opinion, a summary of findings shall be made available to the new practitioner.

13.1.10. A patient is entitled to return for further consultations if there is dissatisfaction with any aspect of the service rendered. In such circumstances, the patient must be treated with courtesy and understanding. If the problem cannot be resolved the patient shall be offered a referral to another practitioner.

13.2. Relationship with Colleagues / Optometrically-Related Professionals

13.2.1. **A SAOA member shall embrace a spirit of collegiality within his/her own profession as well as allied professions**

13.2.1.1. The good relations that exist between a member and his colleagues should also be fostered between the member and members of affiliate professions, in order to facilitate referral and inter-professional consultation for the benefit of patients.

13.2.1.1.1. It is incumbent upon a member to advise patients to consult with an optometric colleague or refer them for other professional care when necessary.

13.2.1.1.2. It is incumbent upon a member to promote in every possible way, in collaboration with the Association, better care of the visual needs of the public.

13.2.1.1.3. It is incumbent upon a member to promote and maintain cordial and unselfish relations with members of his own and other professions to promote the exchange of information for the benefit of the public.

13.2.1.1.4. To practise in such a way so as to merit public confidence in the integrity of the optometrically-related professions.

13.2.1.1.5. It is incumbent upon a member to collaborate with other members of the health care community in meeting the health needs of patients.

13.2.2. If it becomes evident that a patient's needs would be better met by seeking the care of a member of another professional discipline, the patient shall be referred accordingly. In such event:

13.2.2.1. a letter setting out any relevant information and the reason for referral shall be provided; and

13.2.2.2. while a particular practitioner may be recommended, it must be made clear that a patient may consult a practitioner of his own choice.

13.2.3. The member shall refer a patient to a colleague when he feels that he is unable to render the services required by such patient, but subject to:

13.2.3.1. contacting the colleague to whom the patient is referred; and

13.2.3.2. charging independently for services provided.

13.2.4. Certifications, reports and other similar documents signed by a member in his professional capacity shall be strictly accurate in all respects. Facts and expressions of opinion shall be clearly differentiated.

13.2.5. When establishing a new practice, a member shall, as a matter of courtesy, advise colleagues who are already established in the area of his intention to commence practise.

13.3. <u>Employer / Employee Relationship</u>

13.3.1. Employment shall not be offered to an employee of a colleague unless such employee first approaches the member of his own initiative or in response to an advertisement.

13.3.2. Members shall strive to ensure that cordial relations between employers and employees is maintained for the benefit of patients through:

13.3.2.1. ensuring that all lay staff respect the confidential nature of all patient records;

13.3.2.2. desisting from offering employees payments which may discourage impartial advice to patients or be construed as a perverse incentive;

13.3.2.3. giving employee members the freedom to exercise their independent professional judgment and the full range of their professional skills;

13.3.2.4. offering salaries and employment benefits that are consistent with those offered in the surrounding locality;

13.3.2.5. not removing or copying patient records while being employed by another member; and

13.3.2.6. employing only duly qualified members to examine patients.

13.3.3. A member who is employed by another member and who intends to practise for his own account in the same locality shall not inform the patients of his employer that he intends to commence practice nor influence them in any manner to consult him in future.

13.4. Dispensing

113.4.1. Optical dispensing is an integral and important part of optometry's service to the community. Members shall continue the practice of maintaining control over and responsibility for the dispensing of their own prescriptions within their practice.

113.4.2. Any materials supplied by a member must be of good quality.

113.4.3. If a member dispenses a prescription that is not his own, the member shall make the patient aware that he/she is responsible only for the dispensing and not the prescription itself. It is unethical for him/her to comment thereon to the patient in a manner that would undermine the prescriber.

113.4.4. If an error in the writing of the prescription is evident or suspected, it is the duty of the dispensing member to consult directly with the prescribing practitioner prior to dispensing the prescription.

113.4.5. Should the dispensed ophthalmic aid prove unsatisfactory it is the member's duty to check the dispensing details and, if no error is found, to advise the patient to consult the practitioner who prescribed such aid again.

113.4.6. The dispensing of contact lenses other than from a previous prescription or to a member's own patient, may not be carried out without contacting the practitioner who fitted the lenses for permission to do so.

113.5. Providers / Wholesalers

113.5.1. Members shall not enter into any agreements with suppliers, firms or financial institutions that in any way limit their professional freedom or reduce standards of patient care.

113.6. All Optometrically-Related Practitioners

13.6.1. Avoid incompetent, unethical or illegal practices;

113.6.2. Comprehensive and accurate records shall be maintained for each patient. In this regard:

113.6.2.1. records shall be kept of the findings of any examination for a minimum period of 6 years, the opinion expressed, the advice given and all the actions taken; and

113.6.2.2. in the event of professional advice having been given and the patient signifying that he would choose to disregard such advice, relating thereto the facts shall be carefully recorded.

113.6.3. Guard against misinformation and misrepresentation concerning vision care and optometrically-related services;

113.6.4. The member's course of action shall be determined by the needs of the patient;

113.6.5. Following a consultation, the member shall ensure that the patient is under no duress to have the prescription dispensed;

113.6.6. The member is obliged to keep abreast of developments in his area of practise so that his patients receive the benefits of all acknowledged improvements in visual care by:

113.6.6.1. attending scientific meetings and educational courses; and

113.6.6.2. maintaining a core library of basic texts and subscriptions to clinical journals.

113.6.7. Maintain his/her office and practice in keeping with professional standards;

113.6.8. Preserve the independence of the profession;

113.6.9. **It is an obligation of each optometrist to claim for professional services rendered from third party payers by correctly making use of the SAOA tariff codes by ensuring that each claim accurately reflects actual services and materials provided and on the dates such services were provided.**

13.6.10. It is the duty of an optometrist to provide:

113.6.9.1. consultations, examinations and prescriptive services for all age groups, whether this be in general optometric practice or by concentrating on specific fields, which may incorporate the provision of optical appliances;

113.6.9.2. advice on ocular conditions;

113.6.9.3. continuing aftercare to both patient and appliance; and

113.6.9.4. public access to optometrically-related services.

113.7. Advertising

113.7.1. The members will abide the rules set out by the HPCSA the Advertising Standards Authority and The Consumers Protection Act.

13.7.2 The member shall maintain at all times the honour and dignity of the profession. This is achieved by abstaining from any behaviour in his professional, public and private life that could discredit the profession.

113.7.3. A member must exercise care not to take undue advantage of opportunities for personal publicity.

113.7.4. Since the basis of professional practice is the quality of the service rendered, a member shall not advertise in an attempt to disparage his colleagues.

113.7.5. No member shall -

113.7.5.1. display any diplomas or crests that are not recognised by the Association;

113.7.5.2. display recognised diplomas, crests or testimonials publicly except in the inner premises of his establishment; or

113.7.5.3. give press interviews other than as is provided for elsewhere in the Rules.

113.7.6. The member shall refrain from:

113.7.6.1. implying superiority or pre-eminence over colleagues;

113.7.6.2. commenting disparagingly on the ability of other optometrically-related professionals; or

113.7.6.3. publicly airing personal views and differences of a professional nature which should be confined to professional meetings and journals.

113.7.7. In the event that a member is requested to comment through the media on a matter pertaining to his professional activities, the member shall:

113.7.1.1. follow the procedure of the Public Relations Protocol of the SAOA when making a public statement; refrain from making any public statement;

113.7.1.2. direct the person making the enquiry to the Board, which shall designate a member to act as spokesperson for the Association in making such comment;

113.7.1.3. a member designated as the Association's spokesperson(at the discretion of the Board) in terms of clause 11.7.6.2 shall:

(a) conduct himself decorously and honestly and base his statements on fact as far as possible;

(b) and avoid using the media for personal gain or the advocacy of his personal views relating to vision care or the profession.

113.7.8. It is permissible to render services at *pro amico* rates or even *pro deo* rates in extraordinary circumstances. Members shall advise patients who cannot afford optometric treatment of those agencies and institutions that may be able to assist them if they do not provide such services.

113.7.9. It is permissible to display within the member's practice premises only a discreet statement indicating the desired methods of payment for services rendered.

113.7.10. Members shall refrain from quoting fees without sufficient details.

113.7.11. Member shall not discuss the fees charged by other practitioners with a patient.

113.7.12. A member shall desist from paying or accepting referral fees or from offering to or receiving from persons in affiliate professions, any inducement in respect of directing patients to each other's practises.

113.7.13. If a member feels obliged to defend himself or his profession against criticism by a member of another profession, the association would encourage the use of the office or ombudsman to resolve the matter amicably where possible.

113.8. Premises

113.8.1. Practice names shall comply with the applicable statutory provisions.

113.8.2. Premises shall be designed and maintained so as to be in the harmony with member's professional status and to this end, members shall:

113.8.2.1. provide consulting rooms with adequate space for a reception area, an optometric dispensing area, if applicable, and an examination room;

113.8.2.2. construct the examination room in such a manner as will ensure that proceedings between the member and his patients take place out of public view and are confidential.

14. ENFORCEMENT OF THE **MEMORANDUM OF INCORPORATION** AND THE RULES

14.1. Ethics Committee

14.1.1. The Ethics Committee shall:

14.1.1.1. Depending on the matter at hand consist of members appointed by the Board, it being recorded that any other person may be co-opted onto the Ethics Committee by the Ethics Committee should such person's specialist expertise be required;

14.1.1.2. when necessary in the interests of maintaining the highest standards of ethical behaviour by members, review and propose amendments to or a replacement of the Code of Ethics to the Board;

14.1.1.3. report on its activities to the Board when applicable; and

14.1.1.4. liaise with other health care professions on ethical matters.

14.2. **Ombudsperson**

14.2.1. The Board shall appoint an ordinary member of the association as the Ombudsperson.

14.2.2. The role of the **Ombudsperson** is to attempt to resolve any complaints within the optical industry brought to his attention by the public and/or other members of the Association as expeditiously as possible.

14.2.3. Where a complaint involves an alleged violation of the MOI or the Rules and the Ombudsman is unable to resolve the matter, he shall refer the complaint against the member to the Disciplinary Committee, or the Sub-Committee established by the Board to handle such matters.

14.2.4. The term of an Ombudsperson should be five years with an option to extend for one more term at the discretion of the Directors.

14.2.5. The Board shall appoint an ordinary member of the association as the Deputy-ombudsperson.

14.2.6. The role of the Deputy-ombudsperson is to attempt to help the Ombudsperson to resolve any complaints within the optical industry, brought to their attention by the public and/or other members of the Association as expeditiously as possible.

14.2.7. The term of a Deputy-ombudsperson should be five years with an option to extend for one more term at the discretion of the directors.

14.2.8. It is advisable that the Deputy-ombudsperson succeeds the Ombudsperson when their term at office comes to an end, at the discretion of the Board.

14.2.9. Role of the Ombudsperson: See Annexure A annexed hereto.

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14.3. <u>Disciplinary Committee</u>

14.3.1. The Disciplinary Committee may consist of not more than 6 (six) members appointed by the Board when required, and is responsible for hearing and adjudicating any complaints laid against a member for an alleged violation of the Memorandum, the Articles of Association or the Rules referred to it by the Ombudsman, and for deciding upon the action to be taken against the member, where appropriate, and/or making recommendations to the Board.

14.3.2 Procedures of the Disciplinary Committee:

14.3.2.1. When a complaint against a member is received by the Disciplinary Committee, it shall, as soon as practicable, give the member concerned written notice of the complaint by registered mail, setting out sufficient details of the complaint to enable the member to respond thereto and at least one

month's notice of a date upon which a hearing shall be held into the complaint.

14.3.2.2. In the event of an admission of guilt, the member wishing the matter to be heard by the Disciplinary Committee, the matter shall be set down for hearing on the date determined by the Disciplinary Committee.

14.3.2.4. The Disciplinary Committee may engage such legal or other assistance as it deems necessary in respect of disciplinary proceedings.

14.3.2.5. A member who is the subject of a disciplinary hearing is entitled to representation there at.

14.3.2.6. The procedure at the hearing shall be determined by the Disciplinary Committee in accordance with the requirements of just administrative action, provided that:

(a) at all times, the Disciplinary Committee shall be impartial;

(b) the hearing shall be recorded;

(c) the complainant shall be given an opportunity to present argument and to lead evidence, including witnesses;

(d) the member who is the subject of the hearing shall be given an opportunity to rebut any evidence against him through any means including giving evidence himself, presenting evidence by other witnesses and presenting argument; and

(e) the Disciplinary Committee shall decide whether to dismiss the complaint or find the member guilty on the basis of a majority vote.

14.3.2.7 In the event of the Disciplinary Committee finding the member guilty of a violation of the Code of Ethics, Memorandum of Association and Articles of Association after completion of the hearing and after hearing evidence in mitigation, if any, it may:

(a) impose one or more of the following penalties:

(i) an admonition;

(ii) suspension from the Association for a period not exceeding one year;

(iii) any other appropriate penalty, including a suspended penalty; and/or expulsion

(b) refer the complaint to the Board for further consideration, in which case it shall forward a transcript of the hearing together with any documentation relating thereto to the Board for a decision thereon; and/or

(c) refer the complaint to any relevant authority in terms of 12.3.5 below

14.3.2.8 Within fourteen (14) days of the decision made by the Disciplinary Committee of its finding and the imposition of a penalty, any member may appeal against such finding and/or penalty to the Board in writing.

14.3.3 Decisions by the Board on Appeals against Findings imposed by the Disciplinary Committee:

14.3.3.1 The Board may determine the procedure for the hearing of an appeal to it by a member against a finding by the Disciplinary Committee, it being recorded that an oral hearing is not mandatory and that members of the Disciplinary Committee may not take part in any decision of the Board on an appeal.

14.3.3.2 The Board may make any order it deems just in the circumstances including, upholding or dismissing the appeal or imposing another penalty. .

14.3.4 Decisions by the Board in respect of Disciplinary Committee Recommendations to Expel Members:

14.3.4.1. The Board shall give written notice to a member that the Disciplinary Committee has referred the complaint for further consideration by the Board and shall invite the member to, at the Board' sole discretion, submit written representations and/or attend at an oral hearing.

14.3.4.2 The Board shall determine the procedure for the oral hearing, if any.

14.3.4.3 The Board shall consider the transcript and other documentation placed before it by the Disciplinary Committee and any written and/or oral representations made by the member concerned, if any.

14.3.4.4 The Board may make any order it deems just in the circumstances including confirming the order of expulsion, other recommendations, or changing the Disciplinary Committee's finding of a violation of the Memorandum of Incorporation or the Code of Ethics as contained in these Rules.

14.3.4.5 The Board may, in addition to making an order, refer the matter to the Ethical Committee of the Professional Board of Optometry at the Council or any other authority to warrant such action if, in its opinion, the matter is sufficiently serious.

14.3.4.6 Orders to expel members may be published in the Association's publication.

14.3.5 Right to refer a complaint to the relevant authority:

Notwithstanding anything contained herein, the Disciplinary Committee may refer the matter to any committee of the Professional Board of Optometry at the Council or to any other relevant authority if, in its opinion, any matter warrants such a referral.

14.3.5.1 Orders to expel members shall be published in the Association's publication.

14.3.6. Decisions by the Board on Appeals against Findings of and Penalties imposed by the Disciplinary Committee:

14.3.6.1. The Board may determine the procedure for the hearing of an appeal to it by a member against a finding of and/or a penalty imposed by the Disciplinary Committee, it being recorded that an oral hearing is not mandatory and that members of the Disciplinary Committee may not take part in any decision of the Board on an appeal.

14.3.6.2. The Board may make any order it deems just in the circumstances including, upholding or dismissing the appeal or imposing another penalty.

ANNEXURE A

OMBUDSMAN COMPLAINTS PROCESS

1. **Receiving a complaint**

A complaint can be in writing, by telephone, fax or e-mail, and in person to the SAOA office

The complaint has to include the following:

- name, address and telephone numbers
- a summary of the complaint which has to include a detailed account of who was involved, what, when and where it happened and why the situation is unfair or wrong
- What have you done to try and resolve the matter and the results?
- Copies of relevant letters or other documents
- The results you are seeking

ASSESSING A COMPLAINT

The process involves the understanding of the nature of the complaint, by contacting the complainant for further clarification of the matter.

The issues that maybe considered during assessment include

1. whether the complaint is within the Ombudsman jurisdiction.

2. whether the complainant has try to resolve with the person the complaint is against and what was the outcome.

3. whether the complaint would be more appropriately dealt with by a different statutory body (HPCSA, CMS etc.) the Ombudsman can facilitate a referral.

MAKING A PRELIMINARY INQUIRIES

After the complaint is assessed and is within the ombudsman jurisdiction, preliminary inquiries are conducted under the following premise

1. Inviting the party to respond to the issues raised in a complaint

2. Inspect files and documents when are made available by both parties

3. Research relevant information

4. Interview independent witnesses if are available

5. Seek independent advice once all relevant information has been gathered and all the parties have been a proper opportunity to respond or comment

Then the Ombudsman will formulate a view about the complaint and both parties will be notified of a course of action (action plan). In this process the Ombudsman will where necessary try to negotiate a resolution between the two parties

If we consider that the person the complaint is against has acted unfairly and will not negotiate a suitable resolution, the ombudsman is able to report the matter to the CEO of the SAOA, statutory body concern (within the jurisdiction of the complaint with the view for remedial action.

CONCIALIATION AND MEDIATION

This process clearly defines the ombudsman's role in any dispute resolution. It is a voluntary process which means that both parties in a dispute must agree to the process of conciliation and mediation.

The privilege is that anything discussed or any document prepared specifically for conciliation or mediation remains confidential

The process is non-adversarial; it is an alternative to a lawsuit

The Ombudsman can halt or cancel the mediation or conciliation process if the process is likely not to bring the two parties into an agreement regarding a complaint

FORMAL INVESTIGATION

The Ombudsman may determine to conduct a formal investigation into a complaint as a result of the preliminary inquiries.

The process is conducted in cases which are serious and complex.

Complaints which are in the public interest or raised issues of systemic problems within the profession

Powers of Ombudsman in a formal investigation

- power to enter premises and inspect records
- power to require any person to answer any question concerning the matter

The ombudsman may make recommendations as a result of an investigation

- Report the matter to the relevant authorities.

TIME FRAMES

Investigating complaints can take some time due to the following factors

1. The complexity of the issues raised in a complaint
2. The need to obtain information from a number of affected parties
3. The need to provide procedural fairness
4. The ombudsman must be in regular contact until the matter is resolved