

**TRUST DEED**

**OF**

**THE DURBAN HIGH SCHOOL FOUNDATION TRUST**

Previously called "The Durban High School and Old Boys' Memorial Trust"

IT 1146/1946/PMB

PBO 930022185

## **DEED OF VARIATION (2020)**

in respect of

### **THE DURBAN HIGH SCHOOL FOUNDATION TRUST**

Previously called "The Durban High School and Old Boys' Memorial Trust"

Master's reference number: IT 1146/1946/PMB

SARS reference number: PBO 930022185

by

**SIZWE MELUSI ALI NXEDLANA**

**(ID NO. 811205 5486 083)**

**DAMIAN JAMES ROBERT JUDGE**

**(ID NO. 830728 5061 082)**

**LANCE BRENDAN CORBETT**

**(ID NO. 680902 5082 080)**

**FAISAL ISMAIL SULIMAN**

**(ID NO. 671126 5025 086);**

**LINDA ZONDI**

**(ID NO. 760424 5409 083);**

**DON BASILDON ALLAWAY**

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**(ID NO. 470122 5039 089)**

(collectively "the Trustees")

**1. INTRODUCTION**

- 1.1 The Durban High School and Old Boys Memorial Trust ("the Trust") was constituted by written deed executed on 20 June 1946 ("the 1946 Trust Deed").
- 1.2 The 1946 Trust Deed was varied by Deeds of Amendment executed on 26 November 1976, 30 March 1983, 24 November 1992, 14 March 1996 and on or about 24 April 1996.
- 1.3 The 1946 Trust Deed, as amended, was substituted in its entirety with a new trust deed last signed on 14 November 2012 ("the 2012 Trust Deed").
- 1.4 The 2012 Trust Deed was amended by Deeds of Variation last signed on 22 April 2013 and 26 August 2013 and was replaced and further amended by a Deed of Variation last signed on 10 July 2015, in terms of which the 2013 amendments together with additional changes were consolidated in the replacement Deed of Trust ("the 2015 Trust Deed") annexed to the 2015 Deed of Variation;
- 1.5 The Trustees have now resolved to amend the 2015 Trust Deed in certain respects and this Deed of Variation provides for such amendments.

**2. AMENDMENT**

- 2.1 In terms of clause 23.2 of the 2015 Trust Deed, as amended, the Trustees hereby unanimously waive the requirement of notice to be given to them.
- 2.2 The Trustees hereby confirm that a copy of this proposed amendment has been lodged with the School's governing body, and, once this Deed of

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Variation has been concluded, a copy of it will be submitted to the South African Revenue Service as required in terms of clause 23.3 of the 2015 Trust Deed.

2.3 The Trustees hereby unanimously agree to amend the 2015 Trust Deed, as amended, by replacing the Trust Deed in its entirety with annexure "A".

3. **GENERAL**

3.1 This Deed of Variation may be signed by the parties in any number of counterparts, each of which will be deemed to be an original, but all of which will together constitute one and the same deed of amendment.

3.2 This Deed of Variation will be effective as from the date upon which the last signing of the parties hereto signs this deed.

4. **SIGNATURES**

4.1 SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
**SIZWE MELUSI ALI NXEDLANA**

4.2 SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
**DAMIAN JAMES ROBERT JUDGE**

4.3 SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

\_\_\_\_\_  
**LANCE BRENDAN CORBETT**

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4.4 SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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**FAISAL ISMAIL SULIMAN**

4.5 SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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**LINDA ZONDI**

4.6 SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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**DON BASILDON ALLAWAY**

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**TRUST DEED OF  
THE DURBAN HIGH SCHOOL FOUNDATION TRUST**

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## 1. DEFINITIONS AND INTERPRETATION

1.1 In this Trust Deed the following words will have the meanings given to them hereunder except where the context indicates otherwise:

1.1.1 "Auditors" means the Trust's current auditors, as appointed by the Trustees in terms of clause 15.9;

1.1.2 "Authorised Signatories" means the Chairman and the CEO of the Trust;

1.1.3 "Business Day" means any Day other than a Saturday, Sunday or South African public holiday;

1.1.4 "Chairman" means the chairman of the Board of Trustees;

1.1.5 "CEO" means the chief executive officer of the Trust responsible for the day-to-day management and operation of the Trust's activities;

1.1.6 "the Club" means the Durban High School and Old Boys' Club, established by a written constitution adopted on 4 June 1951;

1.1.7 "Compliance Attorneys" means Shepstone and Wylie Inc represented by a senior member or partner from time to time appointed by the Chairman or CEO of the Compliance Attorneys, its successors and assigns, or any other firm of attorneys selected by the Trustees and approved by the Protector in terms of clause 26;

1.1.8 "Connected Persons" means connected persons as defined in the Income Tax Act;

1.1.9 "Day" means a calendar day;

1.1.10 "DPHS" means Durban Preparatory High School, a primary school currently situated at 99 Gordon Road, Morningside, Durban;

1.1.11 "Founders" means the founders of the Trust, being Arthur Clive Martin, the then Headmaster of the School and Basil Lindsay Goble, the then Chairman of the Club;

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- 1.1.12 "Governing Body" means the governing body of the School;
- 1.1.13 "Income Tax Act" means the Income Tax Act No 58 of 1962, as amended, re-enacted or substituted from time to time;
- 1.1.14 "Month" means a month calculated from a particular Day in one month to the Day before the Day numerically corresponding to it in the following month;
- 1.1.15 "Old Boy/s" means past pupil/s of the School;
- 1.1.16 "Protector" means Garlicke and Bousfield Inc represented by a senior member or partner from time to time appointed by the Chairman or CEO of the Protector, its successors or assigns, or any other firm of attorneys appointed by the President of the Law Society of KwaZulu-Natal in the event that the Protector ceases to exist, resigns as Protector by way of written notice to the Trustees or does not perform its functions;
- 1.1.17 "Trust" means the Durban High School Foundation Trust, previously known as the Durban High School and Old Boys' Memorial Trust, established by the 1946 Trust Deed;
- 1.1.18 "Trustee/s" means collectively or individually the Trustees of the Trust, as replaced from time to time;
- 1.1.19 "Trust Deed" means this Trust Deed, being a variation of the original trust deed in terms of which the Trust was established and which was executed on 20 June 1946 as was subsequently amended by various Deeds of Variation last signed on 14 November 2012, 22 April 2013, 26 August 2013 and 10 July 2015, respectively;
- 1.1.20 "SARS" means the South African Revenue Service;
- 1.1.21 "the School" means the Durban High School, currently situated at 255 St Thomas Road, Berea, Durban, South Africa;
- 1.1.22 "Urgent Meeting" means a Trustees' meeting called to deal with urgent business;
- 1.1.23 "Year" means a year calculated from a particular Day in one year to the Day before the Day numerically corresponding to it in the following year.

1.2 Whenever any number of days is prescribed, it excludes the first and includes the last Day..

1.3 A reference to any legislation will be construed as a reference to that legislation as at the date of signature of this Trust Deed and as may be amended, re-enacted or substituted from time to time.

1.4 Unless inconsistent with the context, words signifying any one gender will include the others, words signifying the singular will include the plural and vice versa and words signifying natural persons will include artificial persons and vice versa.

## 2. **INTRODUCTION AND ESTABLISHMENT OF THE TRUST**

2.1 The name of the Trust is the Durban High School Foundation Trust.

2.2 The Trust was originally established in 1946 by a donation of 500 pounds from the Founders.

## 3. **DONATIONS**

3.1 The Founders or any other person may add to or increase the capital of the Trust by a donation or otherwise.

3.2 Donations to the Trust may be received from any source in or outside South Africa.

## 4. **LEGAL STATUS**

4.1 All assets acquired and all liabilities incurred by the Trustees in their capacity as the Trustees of the Trust vest in the Trustees in that capacity and must be administered by them as a separate fund.

4.2 The Trust may sue or be sued in its own name.

4.3 Assets of the Trust shall be registered in the name of the Trust, provided that, and only if so required by any legislation or regulations, the assets

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may be registered in the names of the Trustees for the time being on behalf of and for the benefit of the Trust.

**5. BENEFICIARIES**

The income and capital beneficiaries of the Trust ("the Beneficiaries") are:

- 5.1 the School, as the primary and default Beneficiary; and
- 5.2 as secondary and optional Beneficiaries, any trust, association, club, activity or cause supporting the School or comprising or supporting the School's Old Boys, including DPHS and any trust or association established for the benefit of DPHS, and which is in furtherance of the aims and heritage of the School, but only if and to the extent selected by unanimous resolution of the Trustees at the time of making a distribution and only if such trust, association, club, activity or cause is a public benefit organisation approved in terms of section 30 of the Income Tax Act, 1962, as amended, or an institution, board or body contemplated in section 10(1)(cA)(i) of the Income Tax Act, 1962, as amended, carrying on any public benefit activity approved for section 18A purposes;
- 5.3 as further optional Beneficiaries, tertiary education institutions, but only to the extent to which funds have been donated to the Trust with the recommendation that those funds be used for the tertiary education of Old Boys and the trustees elect to do so, and only if such tertiary education institution is a public benefit organisation approved in terms of section 30 of the Income Tax Act, 1962, as amended, or an institution, board or body contemplated in section 10(1)(cA)(i) of the Income Tax Act, 1962, as amended.

**6. PROPORTION OF BENEFITS**

- 6.1 The Trustees must distribute such amounts as they resolve to be necessary or desirable as benefits from the Trust to the School, as the primary Beneficiary, and the Trust may, but is not obliged to, distribute benefits to the secondary Beneficiaries described in clauses 5.2 and/or 5.3 above, provided the Trustees have unanimously agreed on the identity/ies

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of the secondary Beneficiaries and the amounts of such benefits to be distributed to the secondary Beneficiaries, prior to making each such distribution.

6.2 The Trustees may determine the value of any income or capital distributed to the Beneficiaries for the purposes of complying with clause 6.1, provided they do so on reasonable grounds and seek the advice of expert valuers where appropriate.

6.3 The Beneficiaries, set out in clause 5, are discretionary beneficiaries and have no rights whatsoever:

6.3.1 to receive any benefit from the Trust unless and until the Trustees, in their sole discretion, so elect;

6.3.2 to claim any of the assets of the Trust or rights flowing from such assets unless and until the Trustees, in their sole discretion, so elect.

6.4 The exercise of a discretion to award any benefit to a Beneficiary may be varied or revoked at any time before the benefit is paid or delivered to or for the benefit of the Beneficiary.

6.5 Any part of the income or capital of the Trust Fund which the Trustees decide to use for the benefit of a Beneficiary may, in the Trustee's discretion, be :

6.5.1 paid to the Beneficiary;

6.5.2 applied for the Beneficiary's benefit or, in the case of the School, for the benefit of any past or current pupils of the School, and in such manner as the Trustees may determine, including, but not being limited to the provision of bursaries and scholarships or other benefits for past, current or future pupils of the School or the construction or development of facilities for any of the Beneficiaries expended by the Trust on buildings and equipment for the School; and/or

6.5.3 vested in the Beneficiary by crediting it to the Beneficiary in the books of account of the Trust and, in this event the Trustees may at any time, either pay to the Beneficiary the income or capital so vested in the

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Beneficiary (together with any further income that has accrued on the income) or apply it for the Beneficiary's benefit.

- 6.6 The Trustees must not award a benefit to or for the benefit of a Beneficiary, if:
- 6.6.1 an application has been lodged for the provisional or final liquidation, winding-up or business rescue proceedings of the Beneficiary, unless such application has been withdrawn or refused;
  - 6.6.2 the Trustees believe that the benefit has been attached or is likely, in the opinion of the Trustees, to be subject to judicial attachment; or
  - 6.6.3 if the commitment to the benefit by the Trust is for a period of longer than 3 years, except if the benefit is a bursary for up to 5 years schooling at the School. The provisions of this sub clause 6.6.3 shall not preclude the Trustees from renewing such commitment for a subsequent period(s) not exceeding 3 (three) years from time to time. [Proposed by Don for consideration]
- 6.7 A Beneficiary may not cede, either outright or as security, the right to any benefit without the Trustees' prior written consent.

## 7. **OBJECTS OF THE TRUST**

The objects of the Trust are to:

- 7.1 initiate and participate in fundraising ventures in order to raise funds for the Beneficiaries;
- 7.2 promote the goals and objects of the Beneficiaries; and
- 7.3 provide funds or assets to the Beneficiaries;
- 7.4 provide information and other support services to the School, any other person or entity identified by the Trustees or donors of the Trust;
- 7.5 build and strengthen partnerships between the School, its Old Boys, the public and other educational institutions including DPHS and any trust or association established to benefit DPHS;

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- 7.6 establish and govern a credible, professional and high calibre entity that donors would want to support; and
- 7.7 generally promote any objects which in the view of the Trustees may be advantageous or likely to benefit or encourage the development or extension of the School.

**8. ACTIVITIES OF THE TRUST**

- 8.1 The Trust must carry on its activities in a non-profit manner and with an altruistic intent.
- 8.2 The Trust is required to utilise its funds solely for the object for which it has been established or to invest such funds:
  - 8.2.1 with a financial institution as defined in section 1 of the Financial Services Board Act 97 of 1990; or
  - 8.2.2 in securities listed on an exchange as defined in section 1 of the Financial Markets Act, 19 of 2012; or
  - 8.2.3 in licenced regulated investment unit trusts; or
  - 8.2.4 in such investments as may be stipulated by any donor of any donation to the Trust, up to the amount of the donation as adjusted by accumulated gains or losses from time to time if applicable.
- 8.3 The Trust is prohibited from accepting any donation which is revocable at the instance of the donor for reasons other than a material failure to conform to the designated purposes and conditions of such donation, including any misrepresentation with regard to the tax deductibility thereof in terms of section 18A of the Income Tax Act.
- 8.4 The Trust may not invest in or accept the donation of any asset which has an attached liability.
- 8.5 The Trustees must procure that the required income tax returns together with the relevant supporting documents as may be stipulated are submitted to SARS each Year.

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- 8.6 The Trustees may not permit the Trust to be used as part of any transaction, operation or scheme to reduce, avoid or postpone liability for any tax.
- 8.7 No part of the income or funds of the Trust may be paid or otherwise made available (other than bona fide remuneration which is paid for and is commensurate with services rendered) for the personal benefit of any member, Trustee, director, employee, official or donor of the Trust.
- 8.8 The Trust may not pay any remuneration to any employee, office bearer, member or other person which is "excessive", having regard to what is generally considered reasonable in the sector and in relation to the service rendered and may not economically benefit any person in a manner which is inconsistent with its objects, as stipulated by section 30(3)(d) of the Income Tax Act, 58 of 1962, except to the extent that such statutory provision is amended or repealed and then only with approval by way of a resolution of the Trustees.
- 8.9 The Trustees may not directly or indirectly distribute any of the trust funds to any person other than in the course of undertaking the Trust's object or activities.
- 8.10 The Trust may not use its resources directly or indirectly to support, advance or oppose any political party.
- 8.11 No activity of the Trust may directly or indirectly promote the economic self-interest of any fiduciary or employee of the Trust otherwise than by way of reasonable remuneration.
- 8.12 None of the Trust's funds may be distributed to any person other than in the course of undertaking its public benefit activities.
- 8.13 No single person or entity may directly or indirectly control the decision making powers relating to the Trust.
- 8.14 The funds of the Trust must be used solely for the objects for which it was established.

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**9. SECTION 18A DONATIONS**

- 9.1 At least 50% of the funds received by or accrued to the Trust by way of donations which qualify the donors for a tax deduction in terms of section 18A of the Income Tax Act, must be distributed, whether directly or indirectly, by the Trust in the furtherance of its objects within 12 Months from the financial year end during which such funds were received or such other periods as may be determined by SARS from time to time.
- 9.2 The Trust must ensure that all donations which qualify for a tax deduction in terms of section 18A of the Income Tax Act, will be utilised by the Beneficiaries solely in carrying out a public benefit activity contemplated in the Income Tax Act.
- 9.3 In the event that any changes in these requirements or the public benefit organisation requirements are made in the Income Tax Act or other legislation or by SARS, then the Trustees must procure that this Trust Deed is amended to comply.
- 9.4 The Trust may only issue a receipt contemplated in section 18(2) of the Income Tax Act in respect of any donation to the extent that:
- 9.4.1 the Trust will, within 12 months after the end of the relevant year of assessment, distribute or incur the obligation to distribute at least 50% of all funds received by way of donation during that year in respect of which receipts were issued; and
- 9.4.2 if the Trust provides funds to public benefit organisations, institutions, boards or bodies that carry on public benefit activities contemplated in Part II of the Ninth Schedule to the Income Tax Act and to other entities, that donation will be utilised solely to provide funds to a public benefit organisation, institution, board or body contemplated in subsection 18A(1)(a) of the Income Tax Act, which will utilise those funds solely in carrying on activities contemplated in Part II of the Ninth Schedule to the Income Tax Act.
- 9.5 The Trust must distribute or incur the obligation to distribute all amounts received in respect of investment assets held by it, other than amounts received in respect of disposals of those investment assets to any public

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benefit organisation, institution, board or body contemplated in section 18A(1)(a) of the Income Tax Act, no later than six months after every 5 years from 1 March 2015.

- 9.6 The Trust must obtain and retain an audit certificate confirming that all donations received or accrued in that year in respect of which receipts were issued in terms of section 18(2) of the Income Tax Act, were utilised in accordance with the requirements of clause 9.4 above in the manner contemplated clause 9.4.

[Erika to review and confirm.]

## 10. TRUSTEES

### NUMBER OF TRUSTEES

- 10.1 There must at all times be not less than 5 Trustees and not more than 12 Trustees, provided that none of the Trustees may be Connected Persons in relation to the others.
- 10.2 Only natural persons may be trustees.
- 10.3 If the number of Trustees in office at any time is less than 5, the remaining Trustees are obliged to assume additional Trustees in accordance with the provisions of clauses 10.4 and 10.7.2, so that the number of Trustees is restored to 5 within 3 months (or such longer period as is reasonably necessary) of a shortfall in the minimum number arising. Lodging the necessary documents for appointment of further Trustees at the office of the Master within the aforesaid period shall be construed as a full and sufficient discharge of the Trustees' duties in this regard.

### APPOINTMENT OF TRUSTEES

- 10.4 The Trustees of the Trust shall be appointed having regard to the following requirements and on the basis that the appointment of a Trustee must be approved by a simple majority resolution of the other Trustees, holding office at the time:
- 10.4.1 a majority of the trustees must be Old Boys of the School; and

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- 10.4.2 at least one trustee must be independent, in that he must not be a past pupil of the School, not a parent of a current pupil of the School and must be suitably academically qualified with at least 10 years' professional or business experience, or have specific expertise in the administration of trusts.
- 10.5 The current Headmaster and Chairman of the Governing Body shall be permanent invitees to meetings of the Trustees. (Such ex-officio invitees shall be entitled to participate in discussions at the meetings but shall not be entitled to a vote.)
- 10.6 Trustees are appointed for 3-year terms, and shall immediately be deemed to have resigned at the end of each 3-year term but may be nominated for re-election by a majority of the balance of the Trustees each time for up to four consecutive terms only. A Trustee may hold office for a maximum of 4 consecutive terms of 3 years each term.
- 10.7 At any time the Trustees may assume any person, who is resident in the Republic of South Africa, as a Trustee either to supplement the number of Trustees or to replace a Trustee who has ceased to hold office for any reason, provided that, in assuming any new Trustee or appointing any Trustee or replacing any Trustee who has ceased to hold office for any reason, the remaining Trustees must endeavour to ensure that :
- 10.7.1 the new Trustee is suitably qualified in terms of the respective requirements of clauses 10.1, 10.2 and 10.4; and
- 10.7.2 there is a high and appropriate level of skills and qualifications among the Trustees, taking into account academic qualifications, business expertise, professional knowledge and general experience and in particular that, among all the trustees, persons with the following skills and experience are included:
- 10.7.2.1 a person qualified as a chartered accountant, registered with the South African Institute of Chartered Accountants or its successor;
- 10.7.2.2 a person who is a legal practitioner (attorney or advocate) and who has not less than 5 years' experience as such or a retired judge; and

10.7.3 the new Trustee provides his written consent to be bound by the provisions of this Trust Deed.

10.8 A newly appointed Trustee must, within 14 Business Days of being asked to do so by the other Trustees, the CEO or any other employees of or consultants to the Trust, sign any documents and do whatever else is necessary to give effect to his appointment.

10.9 For clarity, it is recorded that the CEO of the Trust is not a Trustee and has no voting rights as a Trustee. The Chairman must invite the CEO to attend Trustee meetings for the purpose of reporting on the Trust's activities but the CEO may not vote at such meetings.

**[ Perhaps better to retain sub-heading" CURRENT TRUSTEES" ]**

10.10 By their signature to this Trust Deed, each of the current Trustees hereby agrees to be bound by the provisions of this Trust Deed.

**RESIGNATION, REMOVAL AND DISQUALIFICATION OF TRUSTEES**

10.11 A Trustee may resign on written notice to the other Trustees.

10.12 A Trustee may be removed as a Trustee, at any time, by way of a resolution passed by at least 75% of the remaining Trustees. (The Trustee who is the subject of the proposed removal shall not be entitled to vote on the resolution.)

10.13 A person is disqualified from being a Trustee if such person:

10.13.1 is an unrehabilitated insolvent or if he is sequestrated during his period of office as a trustee ; [The above is the possible replacement sub-clause, as discussed , for consideration plus approval by CS.]

10.13.2 is or has been insane or declared incapable of managing his affairs or has been declared a prodigal; or

10.13.3 has committed an offence (under the laws of any country) involving dishonesty or any other offence for which he is sentenced to imprisonment without the option of a fine; or

10.13.4 is 74 years of age or older.

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**TRUSTEE CEASES TO HOLD OFFICE**

- 10.14 A Trustee immediately ceases to hold office if :
  - 10.14.1 he resigns in terms of clause 10.11;
  - 10.14.2 he is removed in terms of clause 10.12;
  - 10.14.3 in the case of a Trustee appointed in terms of clause 10.4.2, he ceases to be independent;
  - 10.14.4 he is disqualified from being a Trustee in terms of clause 10.13;
  - 10.14.5 his fourth consecutive term of office expires; or
  - 10.14.6 he is absent from 3 consecutive Trustees' meetings without an approved leave of absence from the other Trustees; or
  - 10.14.7 he dies.
- 10.15 Should any Trustee who ceases to hold office fail to sign any documents and do whatever else is necessary to give effect thereto, the CEO is deemed to have been irrevocably authorised as attorney and agent of the defaulting Trustee to sign all documents and do all things necessary in his stead.

**REMUNERATION**

- 10.16 The Trustees who are Old Boys of the School shall not be entitled to remuneration in their capacities as Trustees but, subject to clause 8.8, the Independent Trustees are entitled to reasonable remuneration taking into account all relevant factors including the time expended, the amount, importance, complexity, difficulty and novelty of the work done, the skill, specialised knowledge and responsibility involved, the value of the assets under their administration and the income accruing on such assets. All Trustees are entitled to be reimbursed for all reasonable and pre-approved direct expenses incurred by them in attending to the Trust's affairs and business.
- 10.17 Subject to clause 8.8, any Trustee who is engaged in any profession or business (of which he is a member) may, if authorised by a resolution of

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the Trustees, perform any act for the Trust in his professional or business capacity. A Trustee, or any firm of which a Trustee is a member or employee, may act for the Trust, including acts which the Trustee could do personally, and may charge reasonable fees for so doing, subject to clause 8.8.

**11. EXEMPTION FROM THE LODGEMENT OF SECURITY**

The Master of the High Court or any other official or authority under whose direction the Trust or any part thereof may be administered, is hereby directed to dispense with the lodgement of any security by the Trustees.

**12. DECISIONS OF TRUSTEES**

12.1 Except as provided otherwise in this Trust Deed, all decisions of the Trustees must be passed by a simple majority.

12.2 In the event of an equality of votes, the Chairman shall have a second, casting vote.

12.3 A resolution in writing, signed by all the Trustees who are entitled to vote on that resolution, will be as effective as if it had been passed at a Trustees' meeting duly convened, held and constituted.

12.4 The Trustees may delegate their powers to one or more of their number, and in particular they may appoint one or more of their number for the purpose of executing any documents required by the Trust for any purpose whatsoever.

**13. CHAIRMAN**

13.1 The Trustees must elect a Chairman who will hold office for 3 Years.

13.2 A Chairman must be elected every 3 Years and the retiring Chairman will be eligible for re-election, provided that he may only serve for 2 consecutive terms.

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- 13.3 Should the Chairman be absent from a duly convened Trustees' meeting, those Trustees present, providing they constitute a quorum, must appoint one of their number to chair the Trustees' Meeting.

**14. MEETINGS OF TRUSTEES**

- 14.1 The Trustees must meet not less than 3 times in each calendar year. The Trustees may, subject to the provisions of this agreement, adjourn and otherwise regulate their meetings as they deem fit.

- 14.2 The Trustees may participate in and act at any meeting by way of any electronic communication or any other equipment by means of which all the people at the meeting can hear each other, including by teleconference, Skype or videoconference. Trustees who participate in meetings in this way are deemed to be attending and present at the meeting in person.

- 14.3 Any resolutions or other decisions or agreements of the Trustees are valid if they are:

- 14.3.1 adopted by a majority of Trustees present at a duly convened trustee meeting; or

- 14.3.2 adopted by written consent of a majority of Trustees given in person or by electronic communication, if all of the trustees have received prior notice of the matter to be decided; or

- 14.3.3 adopted by written consent of all the Trustees for the time being, on a round robin basis, which may be signed in counterparts.

**NOTICE OF TRUSTEES' MEETING**

- 14.4 Any 3 Trustees may require the Chairman to summon a meeting at any time, provided that written motivation for the meeting is submitted to the Chairman by the Trustees requesting the meeting.

- 14.5 At least 10 Business Days notice of a meeting must be given, except where, with the agreement of the Chairman, it is necessary to hold an

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Urgent Meeting, in which event lesser notice may be given. Such lesser notice must be condoned by all the Trustees.

- 14.6 Telephonic advice of a meeting will be deemed sufficient notice provided that it is immediately thereafter confirmed in writing.

**QUORUM**

- 14.7 The quorum necessary for the transaction of the business of the Trustees is 5 Trustees.

- 14.8 If a quorum is not present at a Trustees meeting within 30 minutes of the meeting being due to begin, the meeting will be adjourned to the same time, at the same place, on the same day of the week in the next week or such other time, place and date as those Trustees present may agree to, provided they give notice of the changed time, place and date to the absent Trustees.

- 14.9 Every Trustee not present must be notified of any adjournment of a meeting by phone, fax or electronic mail as soon as possible after the adjournment.

- 14.10 At the adjourned meeting, the Trustees present will be deemed to form a quorum and they may only deal with the business on the agenda for the original meeting.

**MINUTES**

- 14.11 The Trustees must keep minutes of all Trustees' meetings, including but not limited to:

- 14.11.1 all appointments of officers, officials and employees, employed with or without remuneration, by the Trustees;

- 14.11.2 the names of the Trustees and the persons of every committee appointed by the Trustees, present at a Trustees' meeting; and

- 14.11.3 all resolutions and proceedings of the Trustees.

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**15. DUTIES OF THE TRUSTEES**

The Trustees must:

- 15.1 act as Trustees of the Trust;
- 15.2 in the performance of their duties and the exercise of their powers, act with the care, diligence and skill which can reasonably be expected of a person who manages the affairs of another;
- 15.3 administer and oversee the management of the affairs of the Trust and particularly conserve and develop the funds of the Trust;
- 15.4 comply with all relevant legislation, including but not limited to the Income Tax Act, 58 of 1962 and the Trust Property Control Act 57 of 1988;
- 15.5 provide strategic and policy direction to the Trust;
- 15.6 take cognisance of the provisions of the constitution and/or mission statement of the School;
- 15.7 consider whether certain projects that are presented for consideration to the Trustees and which are for the benefit of the School, are to be funded by the Trust, whether wholly or partially;
- 15.8 [This deletion was proposed in Erika's draft of June 2018, presumably on the basis that the power to appoint a CEO etc is covered in clause 16.2 below but without the obligation of doing so?]appoint auditors of the Trust and in this regard it is recorded that the first auditors are BDO Spencer Stuart of Durban, who shall hold office until replaced by a resolution of the Trustees to that effect;
- 15.9 pay all expenses of and incidental to the operation of the Trust; and
- 15.10 discharge their duties and responsibilities in terms of this Trust Deed and comply with the conditions stipulated herein.

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**16. POWERS OF THE TRUSTEES**

Subject to the terms and conditions of this Trust Deed, the Trustees will have unfettered discretion to determine all matters relating to the administration and strategic direction of the Trust and arising therefrom. The Trustees are hereby vested with such powers as are usually enjoyed by Trustees and without prejudice to the generality of this provision, and in addition to the powers elsewhere herein set out, the Trustees will have the following rights and powers, namely to:

- 16.1 delegate such powers as may be necessary for the proper execution of their duties to such persons, organisations or entities they deem fit;
- 16.2 appoint a CEO and any other persons, as may be deemed necessary or desirable, as officials or employees of the Trust;
- 16.3 subject to clause 8.8, determine the remuneration, if any, to be paid to the CEO or any other person employed by the Trust;
- 16.4 dismiss any persons employed by the Trust, including the CEO, for good and sufficient reasons;
- 16.5 engage the services of professional practitioners, agents, independent contractors and tradesmen for the performance of work and the rendering of services necessary or incidental to the affairs or property of the Trust and to pay for any such professional services;
- 16.6 engage in fund-raising activities provided that:
  - 16.6.1 should the services of a fund-raiser be used for the collection of contributions, the commission, remuneration and expenses of the fund-raiser must not exceed a percentage of the total proceeds of the collection as determined by the Trustees and whose remuneration for any funds raised should be disclosed to a potential donor or those representing him/her before any donation from him/her or his/her estate, as the case may be, is accepted ; and
  - 16.6.2 such fund-raising activities must be conducted under the supervision and control of the Trustees;

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- 16.7 operate any banking account, make deposits and receive cheques, deposits, promissory notes and/or bills of exchange;
- 16.8 purchase, take on lease, or otherwise acquire and hold any immovable or movable property which the Trustees may think necessary or convenient to fulfil the objects of the Trust;
- 16.9 sell, improve, manage, develop, transfer, exchange, dispose of, mortgage, pledge, turn to account, lease out on a systematic basis or otherwise deal with all and any kind of property, both movable and immovable, and any assets or rights acquired or to be acquired by the Trust and pay any rates, taxes and other charges including insurance premiums thereon, repairs and the like provided that the Trustees will not have the power to enter into any transactions or investments of a patently speculative nature; and
- 16.10 borrow or raise money by bank overdraft or in such other manner as the Trustees may deem advisable and, if necessary, secure the repayment of moneys so borrowed by passing or registering mortgage bonds and/or notarial bonds (whether special or general), over any or all of the assets or properties of the Trust and/or pledge any securities or rights of whatsoever kind of the Trust and pledge the whole or a portion of the revenue of the Trust.

**17. INVESTMENTS**

- 17.1 The Trustees must:
  - 17.1.1 subject to clause 8.2, invest or re-invest any monies not immediately required for ordinary working expenditure, with power to change and exchange such investments from time to time; and
  - 17.1.2 decide whether any amounts received from the investments of the Trust must constitute capital or interest.
- 17.2 All investments or re-investments must be made in the name of the Trust and it will be permissible for any 2 of the Authorised Signatories to give any power of attorney necessary for the transfer of fixed property, shares, securities and likewise to sign any documents necessary to lodge, cancel or cede bonds or other securities, provided that the Trust may appoint one

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or more professional asset managers for the purpose of the control, management and reinvestment of certain of the assets of the Trust and to this end, may authorise, on suitable terms and conditions, representatives of the asset managers to transfer shares, securities and the like of the Trust.

17.3 The Trustees may not hold or acquire shares or loans or participations of any nature in any private companies, trusts, partnerships or similar on behalf of the Trust, other than if required by a donor as envisaged in clause 8.2.4.

17.4 The Trustees must ensure that a monthly investment report is prepared and circulated amongst the trustees which must set out the Trust's total investments, the institution in which the amounts or assets are invested, the annual growth in such investment and any other information which the Trustees consider relevant.

## 18. **OPENING OF BANK ACCOUNTS AND PAYMENTS**

18.1 The Trustees must:

18.1.1 deposit all amounts received by or accruing to the Trust into the Trust's bank account; and

18.1.2 make all payments by way of cheques, drawn on the Trust's bank account and signed by an Authorised Signatory or electronic fund transfers authorised by an Authorised Signatory, unless otherwise unanimously agreed by the Trustees.

18.2 The signature of any 2 of the Authorised Signatories is required to open a bank account on behalf of the Trust.

18.3 The Trust may make duly authorised payments by way of electronic funds transfer.

18.4 All electronic funds transfers and other payments must be authorised in accordance with the Trust's internal authorisation policy document. [Query: Does the Trust have an internal authorisation policy document?]

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- 18.5 Any liability of the Trust to make payment, whether by way of electronic funds transfer, cheque, cash or otherwise, where the provisions of both this clause 17 and the most current internal authorisation policy document regarding payments have not been complied with, will be recoverable personally from the person/s who made or authorised such payment.

**19. AUDITORS AND BOOKS OF ACCOUNT**

- 19.1 The Trustees must cause proper books of account to be kept on behalf of the Trust and ensure that these books of account are audited each financial year by the Auditors.
- 19.2 The Trustees must cause monthly management accounts for the Trust to be prepared and circulated to all Trustees, which must detail all income and expenses accrued to or incurred by the Trust in the past month and all assets and liabilities of the Trust and which must include a copy of the current bank statement for the Trust as an attachment.
- 19.3 The Trustees must, within 6 Months after each financial year end, cause annual financial statements of the Trust to be prepared for the previous financial year in accordance with all applicable financial reporting standards and prevailing accounting practices, setting out:
- 19.3.1 the assets of the Trust including the current valuation of any assets other than cash;
  - 19.3.2 the liabilities, if any, of the Trust;
  - 19.3.3 a revenue and expenditure account for the Year;
  - 19.3.4 a schedule showing all amounts loaned or paid by the Trust to the School and the purposes for which such loans or payments have been made; and
  - 19.3.5 such commentary on the financial affairs of the Trust and on its general activities as the Trustees may deem appropriate (this commentary will constitute an annual report on the Trust).

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- 19.4 The Trustees must provide the Auditors with access to all books of account, vouchers and records of the Trustees and must provide the Auditors with such additional information and explanations as may be necessary for the proper performance of their duties.
- 19.5 A copy of the bank statement referred to in clause 19.2, duly signed by the Chairman and the CEO, must be furnished to each Trustee.
- 19.6 The annual audited financial statements of the Trust must be placed in the public domain within 9 months of each financial year end in a manner determined by the Trustees but which must include publication in full on the Trust's website.

**20. FINANCIAL YEAR END**

The financial year end of the Trust is 31 December.

**21. LIABILITY OF THE TRUSTEES**

- 21.1 Subject to clause 21.2, a Trustee will not be liable for any loss to the Trust or trust fund by reason of any mistake or omission made in good faith by himself, his employees or agents or by reason of any other matter or thing, except fraud or wilful wrong doing by such Trustee. In particular, no Trustee will be liable for the negligence or fault of any person employed by the Trustees or for any loss as a result of the inability of the Trustees to recover the whole or any part of the principal or interest of any investments made by the Trustees in pursuance of the powers herein contained.
- 21.2 In the performance of his duties and the exercise of his powers, a Trustee must act with the care, diligence and skill which can reasonably be expected of a person who manages the affairs of another.
- 21.3 Subject to compliance with the provisions of clause 21.2, the Trust indemnifies and holds harmless each Trustee against all claims, demands and actions of whatever nature that may be made upon or brought against him or them, either jointly or severally and arising out of or in connection with his or their duties as Trustees.

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## 22. ANNUAL GENERAL MEETINGS

22.1 The Trustees must hold a general meeting annually and must invite the following persons to attend, by written notice given on not less than 20 (twenty) Business Days before the date of the meeting by written or email notice and/or by the placing of the notice on the Trust's website :

22.1.1 current and past Trustees of the Trust;

22.1.2 all donors who, during the past financial year, have donated to the Trust amounts, goods or services valued at R10 000 or more, increased annually by the Trustees in accordance with the headline consumer price index for urban areas as published by Statistics South Africa in that year;

22.1.3 any lifetime donors who, in any financial year, have donated to the Trust amounts, goods or services valued at R250 000 or more increased annually by the Trustees in accordance with the headline consumer price index for urban areas as published by Statistics South Africa in that year;

22.1.4 the present and past chairmen of the governing body of the School who have held those positions at any time during the previous 5 years;

22.1.5 the current and all past headmasters of the School; and

22.1.6 all current and past Head Boys, Academic Duxes and Presidents of the DHS Students Representative Council. [If the above invitees are to be specifically mentioned in the notice, it would be advisable to prepare a standard notice to be used each year, and published on the Trust's website, which will incorporate items 22.1.1 to 22.1.6 i.e. describing who is invited to the AGM. It is apparent that the invitees are limited to the people contemplated in the above sub-clauses, but I don't think that it will be strictly necessary to specify names of the invitees.]

22.2 The agenda will be determined by the Trustees and included in the notice and will at least include:

22.2.1 confirmation of the agenda, timeous notice of the AGM having been given and that the meeting is quorate;

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- 22.2.2 the presentation of the Trust's audited annual financial statements for the prior calendar year;
- 22.2.3 an explanation of any changes, if applicable, made to the Trust Deed during the prior calendar year;
- 22.2.4 a report on the activities of the Trust in the previous calendar year and current calendar year to date; and
- 22.2.5 the tabling of the curriculum vitae of any new Trustees;
- 22.2.6 an annual compliance certificate from the Compliance Attorneys prepared as part of the year end audit confirming that all of the provisions of the Trust Deed have been complied with in that year or detailing any non-compliance with the Trust Deed and which Trustees were, in their opinion, responsible for such non-compliance, if possible; provided always however that the Compliance Attorneys will not be required to report on compliance relating to the accounting and taxation obligations of the Trust but will be required to report on any breach or qualification in regard thereto which is reported by the Trust's auditors;
- 22.2.7 if the certificate referred to in clause 22.2.6 indicates that any of the provisions of the Trust Deed have not been complied with, a written report from the Trustees indicating the actions they intend to take to rectify the points of non-compliance and the time frame for those actions.
- 22.3 The Trustees and those involved with the preparation of any AGM are encouraged to take steps, before and after the giving of the notice of the AGM, to ascertain the number of persons intending to attend the AGM with a view to selecting a suitable venue or changing an existing venue should circumstances require such a change. Steps should be taken to notify all concerned with the address of the venue of the AGM and, if applicable, any changes thereto. **[To be considered]**
- 22.4 Those present at the meeting shall be entitled to condone any failure to observe the provisions of this Trust Deed relating to the convening of, notice of and the conducting of the AGM, whether real or perceived, provided always that if condonation is given on the basis that steps are to

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be taken to mitigate any prejudice that might have occurred as a consequence of such failure to comply with the provisions of the Trust Deed relating to the AGM, the Trustees must procure that such steps are duly taken. [In this respect, should there be an incident of *vis major* or *casus fortuitus* (such as a pandemic) which renders it impossible or impractical to comply strictly with the provisions of this clause 22, the Trustees shall be entitled to determine how to proceed with the annual general meeting in those circumstances, which may include the meeting being conducted through technology in the form of a “virtual meeting”.] [Slight paraphrasing of Don’s proposals to be considered]

- 22.5 The Trustees will determine if any matters are to be put to the forum for a vote or not and whether such vote will be binding on the Trustees or merely advisory.
- 22.6 The provisions of this Trust Deed regarding the requirements for a valid meeting of the Trustees shall apply, mutatis mutandis, also to the AGM save to the extent otherwise specified or implied in this clause 22 and subject also to the provisions of clause 22.4 above relating to condonation.

### 23. **AMENDMENT OF TRUST DEED**

- 23.1 The terms of this Trust Deed may be amended by either –
  - 23.1.1 unanimous agreement in writing by the Trustees or;
  - 23.1.2 by a resolution taken by the Trustees at a Trustees’ meeting and approved by at least 75% of all the Trustees at that time, provided that:
    - 23.1.2.1 such vote must be taken at a duly called and properly quorate meeting of the Trustees; and
    - 23.1.2.2 unless waived by all Trustees in writing, not less than 20 (Twenty) Business Days’ notice of the intention to amend this Trust Deed is given in writing to each Trustee specifying the date, time and place of the meeting at which such amendment will be considered and giving precise details of the amendment intended, the reasons

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therefore and the meaning and effect of the amendment and a copy of this notice (if applicable) is also delivered to the Governing Body.

23.2 Copies of all amendments of this Trust Deed, from time to time must be submitted, as soon as reasonably practicable in the circumstances, to the South African Revenue Service.

23.3 Notwithstanding anything to the contrary contained in this clause 23, any proposed amendment to the definition of the Beneficiaries must be approved, either in writing or by a vote at a meeting of the Trustees by all of the Trustees (that is the full complement of the Trustees at the time) for the amendment to be valid.

#### 24. **DISSOLUTION OF THE TRUST**

The Trust may be terminated by the Trustees at any time, by a vote by Trustees receiving at least 75% approval of all the Trustees, provided that:

24.1 there are a minimum of 5 trustees in office all voting in favour of the termination;

24.2 such vote must be taken at a duly called and properly quorate meeting of the Trustees;

24.3 not less than 20 (twenty) Business Days' notice of the intention to terminate this Trust Deed is given in writing to each Trustee specifying the date, time and place of the meeting at which such termination will be considered and giving precise reasons for the termination, and a copy of this notice is also delivered to the Governing Body;

24.4 the Trust shall not terminate as long as the primary beneficiary, being the School, exists unless there is a unanimous of the Trustees to that effect and there are the minimum required number of Trustees then in office; and

24.5 the Trust shall immediately be terminated if the primary beneficiary, being the School, ceases to exist, provided that the Trustees shall not terminate the Trust within a period of 5 years after the cessation of the existence of the School if there are secondary beneficiaries receiving benefits at that time of that the School ceases to exist.

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**25. DISTRIBUTION OF ASSETS OF THE TRUST ON DISSOLUTION**

If, after the dissolution of the Trust, any capital, assets or revenue remaining after the payment of all debts and liabilities of the Trust, must be transferred as a free gift :

- 25.1 to one or more Beneficiaries, as provided for in clause 5; or
- 25.2 failing any or all of the Beneficiaries, then to any public benefit organisation which is tax-exempt in terms of section 10(1)(cN) of the Income Tax Act and which has similar nature and objects as Trust or the School; or to any institution, board or body which is exempt from tax under the provisions of section 10(1)(cA)(i) of the Income Tax Act, which has as its sole or principal object the carrying on of any public benefit activity and which has similar nature and objects as Trust or the School;

and, in either event, which recipient must be required to use that residue and those assets transferred to it solely for purposes of carrying on one or more public benefit activities as defined in the Income Tax Act.

**26. PROTECTOR**

- 26.1 Notwithstanding anything to the contrary contained herein, the prior or simultaneous written consent of the Protector is required by the Trustees if they exercise any power or pass any resolution to:
  - 26.1.1 change the terms of the Trust Deed in terms of clause 23;
  - 26.1.2 dissolve the Trust and distribute to Beneficiaries in terms of clause 24;
  - 26.1.3 change the Compliance Attorneys;
  - 26.1.4 change the Auditors in terms of clause 15.8; or
  - 26.1.5 make any income or capital awards or loans to secondary or optional Beneficiaries as defined in clauses 5.2 and/or 5.3 above.
- 26.2 The consent of the Protector shall not be unreasonably withheld or delayed.

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26.3 The Protector shall have the power to cause any or all of the Trustees to resign by notifying them and the Trust to that effect (a Resignation Notification) if there has been a compliance breach reported by the Compliance Attorneys in terms of clause 22.2.6 which has not been remediated within six months of the AGM or within twelve months of the previous financial year end if no AGM has been held, and in the event that the remaining Trustees (if any) do not appoint sufficient new Trustees who meet the requirements to be Trustees and together equal or exceed the minimum number of required Trustees within two months of the Resignation Notification, shall have the power to appoint new qualifying Trustees who would have a further six months to cause compliance, failing which the Protector may again issue a Resignation Notification.

26.4 The Trustees shall ensure that:

26.4.1 the Protector has free access to all the records of the Trust, of the Auditors pertaining to the Trust and of the Compliance Attorneys pertaining to the Trust on demand directly or through any agents appointed by the Protector from time to time;

26.4.2 the annual financial statements of the Trust, the annual Compliance Certificate and the Notice of AGM are made available to the Protector within six months of each financial year end.

## 27. **ARBITRATION**

27.1 It is agreed that in the event of any claim or dispute, difference, impasse or deadlock arising out of or in connection with this Deed, its validity or termination or for rectification of contract or specific performance, or with respect to an alleged breach of this Agreement (each or collectively "the Dispute"), the Parties shall seek to resolve the matter amicably through discussions between the Parties.

27.2 Only if the Parties fail to resolve the Dispute within 14 Business Days after a Party declares the Dispute in writing to the other Parties, may the aggrieved Party proceed to mediation, and, failing that, arbitration as set out below.

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**Mediation**

- 27.3 Any Dispute that is not resolved amicably shall proceed to mediation at a meeting or meetings to be held in Durban, South Africa, or such other place agreed by the parties in writing.
- 27.4 The mediation shall be conducted by an impartial mediator agreed between the Parties, or failing agreement in writing within 10 (ten) Business Days of request by either Party, appointed by the Protector.
- 27.5 Each Party shall be represented by a director or senior manager with full authority to settle the Dispute and may be assisted by a legal representative at any hearing before, or at any meeting or in any discussion with, the mediator.
- 27.6 The mediator shall, as he deems fit, follow formal or informal procedure and receive evidence or submissions orally or in writing, at joint meetings with the Parties or separately or from any Person whom he considers can assist him to facilitate a resolution of the Dispute.
- 27.7 The mediator shall have the power to propose to the Parties compromise settlements of the whole or any portion of the Dispute.
- 27.8 Each Party shall bear its own costs of the mediation, other than the costs of the mediator (and any venue hire) or, if applicable, the Protector, which shall be borne by the Parties in equal shares.
- 27.9 If the Dispute is not resolved by written agreement signed by the Parties within 20 (twenty) Business Days of the date that the mediator was appointed then the Dispute shall be finally resolved by arbitration.
- 27.10 All proceedings and discussions pursuant to the mediation including any evidence and submissions shall be on a privileged without prejudice basis and shall not be admissible in any arbitration or other legal proceedings.

**Arbitration**

- 27.11 Any Dispute that has not been resolved by mediation shall be referred to and finally determined by arbitration in Durban, South Africa.

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- 27.12 The arbitration shall be conducted under the Rules of the Association of Arbitrators of Southern Africa (“the AASA Rules”) and in the English language.
- 27.13 Proceedings shall be conducted before a single arbitrator who must be senior counsel with at least 15 years' experience, practicing at the KZN Bar and agreed between all the Parties in writing or, failing agreement within 7 Business Days of request by a Party, nominated by the chairman or his deputy of the KZN Society of Advocates, or its successor.
- 27.14 In addition to determining the main issues, the arbitrator shall assess the costs of arbitration and who is liable for such costs.
- 27.15 The Parties agree that the arbitrator’s award shall be in writing and shall be final and binding on them and shall be enforceable in terms of applicable Law, unless there is a manifest error.
- 27.16 Pending resolution of the Dispute, the Parties shall continue to implement this Agreement fully save where termination or cancellation is in dispute.

**Litigation**

- 27.17 This clause shall not prevent a Party from applying to any court of competent jurisdiction or from instituting legal proceedings:
- 27.17.1 for urgent or interim relief;
- 27.17.2 where no dispute has been declared in response to a due demand for payment or performance; or
- 27.17.3 where the proceedings include or involve any third party or cause of action not bound or governed by alternative dispute resolution in terms of this clause.

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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**SIZWE MELUSI ALI NXEDLANA**

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SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**DAMIAN JAMES ROBERT JUDGE**

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**LANCE BRENDAN CORBETT**

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**FAISAL ISMAIL SULIMAN**

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

**LINDA ZONDI**

SIGNED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 2020

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**DON BASILDON ALLAWAY**

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