

# THE NEXT CLUB

## CONSTITUTION OF THE NEXT CLUB: JANUARY 2020

### INDEX

#### Clause Heading

1. Name	- 2
2. Background	- 2
1. Mission	- 2
2. Vision	- 2
3. Key Objectives	- 2
4. Goals	- 2
5. Club Rules	- 3
6. Responsible Use	- 4
7. Cannabis clubs	- 4
8. What are the advantages of a Cannabis Club	- 5
9. The Purpose of The Next Club's Stokvel Growers Co-op.	- 5
10. How does The Next Club Stokvel Co-op work?	- 5
11. The Next Club as a non-profit association	- 6
12. The Next Club Stokvel Co-op Partners	- 7 - 10
3. History	- 10 - 13
4. Legal Status	- 13
5. Non-profit distributing character	- 13
6. Powers	- 13
7. Members	- 13
8. Structure of the Association	- 14 -16
9. Financial Matters	- 16
10. Amendments to the Constitution and Dissolution	- 16
11. Indemnity	- 17
12. Disputes	- 17
<b>Schedule B: General administrative duties and investment powers.</b>	- 17
<b>Schedule C: Schedule of Initial Members.</b>	- 18

## 1. THE NAME:

The name of the Voluntary Association is: **The Next Cannabis social Club and Stokvel growers Co-op** – hereafter called *The Next Club* or the "Association"

## 2. BACKGROUND OF THE NEXT CLUB:

### A: The Next Club and Stokvel growers Co-op 2020 Manifesto:

1. **The Mission of The Next Club as a private Cannabis Club and Stokvel grower's Co-op, is to provide**
2. The Vision of The Next Club is to
3. **The Key Objectives of The Next Club is to**
4. **The Goals of The Next Club** are to educate, cultivate, share and consume legally.
5. The Next Club house and it's facilities are a work in progress and will be open \_\_\_\_\_, and will always be working towards supporting the crafts/ products of our local people.
6. We believe that **private self medication** with historically/ traditionally and overwhelmingly proven herbs is part of the solution to:
  - a. **The crisis in modern western health such as cancer ...**
  - b. **The crisis i.t.o. alcoholism...**
  - c. **The crisis i.t.o. over the counter drug use...**
  - d. **The crisis i.t.o. Psychological problems/ depression...**
  - e. **As well as the crisis i.t.o. hard drugs like tik, herion, cat, coke...**
  - f. **As such we are Cannabis activists/ believers and are not interested in any illegal operations, or to become a problem for anyone.**
7. Members can enjoy our peaceful, cannabis friendly environment, with up to \_\_\_\_\_ **non member friends**, provided that they can do so respectfully, harmoniously and peacefully. See Club rules. Members are responsible for their guests.
8. The members of The Next Club and Stokvel growers Co-op have appointed The Next Club, to use its best endeavours to cultivate a maximum of X?X Cannabis plant per season, per member, on their behalf, as part of the Stokvel collective growers Co-op. Stokvels are invitation-only clubs of twelve or more people serving as rotating credit unions or saving schemes in South Africa.
9. The Management Committee has appointed **Grower1** and **Property owner1** to manage the Stokvel Co-op and to keep thorough records of all expenses relating to plant management or production costs thereof. In addition **Treasurer1** will provide records, transparency and ensure a **non profit based operation** of the Stokvel Co-op.
10. **No cannabis itself may be sold by the Club, the Stokvel Co-op, or any of its members.** You may however barter/ trade with other members regarding the cost of plant management, but not of the cannabis itself. **The Club does not sell any Cannabis product** – if successful in cultivating any plants in the Stokvel Co-op, the members have agreed to be liable for the actual costs of

*the care, nurturing, harvesting, trimming, drying, curing, processing, packaging and secure storage – or the plant management fees thereof – if satisfied with the quality thereof.*

11. *The Stokvel Co-op produce is available to any member at the plant management fees plus a handling cost. No warranty of any amount or quality of member's product is implied or made other than it will be an honest and fully transparent effort to make exceptional, organic, medicinal plant produce available at the dead cost thereof to our members.*

12. **CannaClub Rules:**

- a. ***Don't be a doos.***
- b. ***Respect : Yourself, your family...Others. Their: Opinions/ culture/ religion/ beliefs/ belongings/ sexual orientation....Nature and all life..... SAPS members and the Law.***
- c. ***No illegal substances Refer to rule 1.***
- d. ***No under 18's in the Clubhouse or smoking areas.***

13. **Responsible use:**

*By responsible use we mean that you must have **respect for the herb** just like with all other medicine. If you over consume high THC Cannabis - to be on a constant high - you will be depriving yourself from many of the actual benefits, and end up "munging" - over eating/ thinking/ dreaming (having espliffanies), but keep on procrastinating, and getting nothing done in real life.*

*While not harmful like alcohol, or most over the counter drugs, long term constant high THC use may lead to confusion, a complete waste of your valuable time, sleeplessness, agitation....underachievement etc. which causes a whole range of other stress factors, and fears in life and in health, and which again places you right back where you started, or defying the reason you started using the herb in the first place.....simply because you chose to over consume a non-addictive but powerful herb, just as the case would be with alcohol, cough syrup, other chemical drugs, and even some herbs, veggies or spices.*

*The above is even truer and potentially more **harmful for minors** where the brain, thought, and lifestyle patterns, are still developing. You cannot over consume cannabis at any one time, as it will make you sick – "greenies" - with a good measure of paranoia (just to make sure you do not take more, or take any other stupid risks). So you have to consume High THC Cannabis responsibly just like alcohol or other meds, if you choose to do so.*

***High CBD – low THC medicinal Cannabis products do not give you a "high". Unheated/ inactivated high THC material such as in a veggie juice also does not give you a "high" sensation.***

B: **The Next Club and Stokvel growers Co-op, Memorandum Of Understanding – 2020/21:**

1. **CANNABIS CLUBS :**

*A Cannabis Social Club, sometimes called a Teapad, is a model of legal regulation of the cannabis market organised as non-profit organizations in which cannabis is cultivated and*

*enjoyed collectively. Cannabis Social Clubs became popular in the United States during prohibition.*

*A Cannabis Social Club is a concept of the pan-European non-government organization ENCOD conceived in 2005, as a way to enable legal production and distribution of cannabis for adults. Cannabis Social Clubs are non-commercial organizations which organize the professional, collective cultivation of limited amounts of cannabis, just enough to cover the personal needs of their club members.*

*These places differ from Cannabis coffee shops in that those openly sell cannabis, while social clubs are not selling cannabis, and are only accessible to members. Today Cannabis Social Clubs can be found in: New Zealand, Spain - more than 200 cannabis clubs in the area of Barcelona alone- , Belgium, France, The Netherlands, Slovenia, Austria, Germany, Switzerland, United States etc.....*

## **2. WHAT ARE THE ADVANTAGES OF A CANNABIS CLUB?**

*Cannabis Clubs have many advantages but the biggest is that they provide safety since they do away with the need to obtain cannabis on the black market. As a result of the entire process from seed to harvest being under the eyes of the club, it means that there is no low quality, stretched, moulded or laced products and no high prices.*

*In addition, the beneficial social aspect of the club cannot be understated. The club's members educate and advise other members and the general public on safe medicinal cannabis use.*

## **3. THE PURPOSE OF THE NEXT CLUB'S STOKVEL growers CO-OP**

*The Stokvel Co-op comprises of: The Next Club, it's members and the Stokvel Co-op partners. These help members with education and the safe, shared, cultivation and consumption of cannabis. The growing, processing and distribution of high quality cannabis to the Stokvel members are managed and overseen by the Stokvel Co-op partners.*

*It is important to understand that The Stokvel Co-op is only growing for it's members and that you cannot obtain cannabis from it as a non-member.*

## **4. HOW DOES THE NEXT CLUB'S STOKVEL CO-OP WORK?**

*The Next Club's members are all members of The Next Club's Stokvel growers Co-op, which offers maximum transparency since the entire process, literally from planting the seeds to the finished product is supervised, by the Stokvel Co-op partners, on one private property, and is non-profit based.*

*Members withdraw produce from the Stokvel Co-op against the plant management and handling costs associated, without any additional costs, as determined by how much cannabis produce the particular members need, be it for medicinal use or for recreation.*

*The Stokvel Co-op endeavors to cultivate a maximum of x?x Cannabis plants per season, per member, as part of a collective members or Stokvel growers CO-op.*

### **A. Supply Follows Demand**

The Stokvel Co-op is unlikely to ever grow more cannabis than its members require. Supply follows demand and not vice versa. If it does such product will **be destroyed by chipping and composting.**

The demand of the Stokvel Co-op members which **number in excess of** \_\_\_\_\_ is broadly known. This allows the Stokvel Co-op to attempt to produce the expected quantities as required for all the members. From this the following objectives and key expectations were derived by the Management Committee for the 2020/ 21 and first official Stokvel Co-op season:

**a. Organic Outdoor:**

- a. Finest High grade sungrown medicinal produce.
- b. Fully Organic.
- c. The aim is for a x?x Cannabis tree outdoor harvest which constitutes less than \_\_\_\_\_ trees per Stokvel Co-op member.
- d. At no stage will there be more than \_\_\_\_\_ trees in the outdoor grow patch and more than \_\_\_\_\_ seedlings/ mothers in the nursery associated with the above.

14. Once established the aim of the Stokvel Co-op for 2020/21 will be around \_\_\_\_\_ plants per season, all grown, harvested, dried, cured etc. on **the same private property.**

15. Available to the Stokvel members at the plant management plus handling - and fully transparent - costs thereof.

16. With a wide variety of medicinal strains.

17. At an end price to the member of around half the cost as available anywhere else for a comparable product.

**B. The Stokvel Co-op is a Non-Profit Association**

The Next Club is a non-profit association and if there is any financial benefit at some point, this will be used to promote the goals of The Next Club, and not of the members or partners.

Together with the main goals which are to: **Educate, safely cultivate and consume** - the club is also aiming to generate employment opportunities or to produce related goods and services. These activities will always be within the law.

**C. The Stokvel Co-op Offers Transparency:**

- a. The Next Club has formed a Stokvel growers Co-op in partnership with:
  - i. Grower1
  - ii. Property owner1
  - iii. Treasurer1

- b. The purpose of the Stokvel Co-op partnerships is for the partners to manage the Stokvel cultivation, and to keep thorough records of all expenses such as: Water, rent, labour, composting, establishment, planting, nurture, curing, processing, storage, security etc. , as well as all key stock control values such as harvesting weight, dry weight etc. thereof.*
- c. **The Stokvel Co-op does not sell any Cannabis product** – if successful in cultivating any produce in the Stokvel grow, the Stokvel members are liable for the actual costs of the care, nurturing, harvesting, trimming, drying, curing, processing, packaging and secure storage or the **plant management and handling cost thereof**, if satisfied with the product, as per membership agreement.*
- d. Stokvel produce can be offered to any member at the production and handling cost as previously described. No warranty of any amount or quality of member's product is implied or made other than it will be an honest transparent effort to make exceptional, natural medicinal plant produce available at the non profit or dead cost thereof to our members legally.*
- e. The financial risk remains with the Stokvel Co-op partners and not the members. There are no membership fees to date.*
- f. Reports about activities and spending will be provided at the Annual General Assembly – which means that the Stokvel Co-op partners is keeping records of all activities, spending and income.*
- g. The above records will be available to members, or the authorities on request.*
- h. As a member, you don't need to worry about your privacy since registration data and registration of production is anonymized.*

#### **D. The Stokvel Co-op is Health Orientated**

*For cannabis cultivation, we want to grow organically without the use of potentially harmful pesticides and chemicals, while continuously improving the soil. In a similar way, we are aiming to educate about problematic use of cannabis. The safe and responsible consumption is one of our highest priorities.*

#### **E. Open Dialogue with Authorities and other Clubs**

*Constructive dialogue with authorities is welcomed and actively encouraged. We strongly believe that the international ENCOD model for social cannabis clubs will work for SA as well as it has elsewhere and it is one of the models we propose and support. Other Clubs are free to use our Next Club ENCOD based model Constitution as a base for their own, provided that they do give some acknowledgement to The Cannacub members, and advise us on any improvements due.*

- F. Once 50% of the available product's plant management costs has been retrieved Treasurer1 will do an analysis of stock on hand vs targets, as outlined, and introduce an adjustment percentage on all product, if needed. This happens at 80% again to try and ensure a zero profit situation.*

**THIS M.O.U. WAS ADOPTED BY THE MANAGEMENT COMMITTEE AND THE STOKVEL CO-OP PARTNERS IN JANUARY 2020 AT THE NEXT CLUB, FOR THE NEXT 2 GROW SEASONS. DEC. 2019 - JUNE 2021.**

## **C: The history of The Next Club and Stokvel growers Co-op:**

### **1. History - Summary:**

a. The Next cannabis club and growers Co-op was founded by \_\_\_\_\_ and \_\_\_\_\_ after the historic March 2017 **W/Cape High Court ruling**, because people that wants to / needs to use Cannabis for medicinal purposes, are forced to buy/ transport the product illegally and this has great risk as well as much negative impact :

#### **a. Risk factors:**

1. You generally have to deal with criminal elements, resulting in many dangers such as being robbed, or being constantly enticed into dangerous, addictive, hard chemical drugs... In dodgy areas that has its own risk factors.
2. Once in your possession you have to transport it and from taking possession you are committing a crime for which you can still easily be arrested. If arrested you will be treated like a criminal and you may be locked up with many other true criminals. If found with a large quantity you will be dealt with as a drug dealer – forcing you to do many small quantity high risk trips. If you happen to be black you are even more likely to be stopped/ searched....
3. Then there is the produce itself which may be cut/ laced/ sprayed/ mixed with anything from drain detergent to Tik/ Mandrugs. Alternatively due to inadequate storage and handling practises it is common to end up with produce that have mould/ fungi / bugs or bacteria infestation, or with low quality plant produce, or that has been exposed to chemical spray/ treatments/ sunlight – having little medicinal value.... **you just cannot be certain unless the plants are grown where the environment is controlled/ regulated.**

b. The **Greater negative impact** is that you are supporting organized crime to the long term detriment of society as a whole.

**b.** As a consequence the Next Cannabis Club and grower' s co-op was founded to:

- a. Educate members in all aspects including responsible consumption.
- b. Allow members thereof to have access to a limited amount **of high quality Cannabis plants/ produce, grown for them, or by them, for their own medicinal purposes, in a shared environment.**
- c. Enable members that may be in need of finding the: Grow space, time, knowledge, skills, inclination, access to facilities/ water/ funds/ security.....
- d. Enable members that does not have the desire/ ability to grow plants of their own with love and dedication, much less with the very best of medicinal plant strains, and in the best of modern, secure, hygienic, eco wise, hydroponic greenhouse or organic growing conditions.....

- c. *The Next Club was founded on \_\_\_\_\_, and a Management Committee was elected in \_\_\_\_\_.*
- d. *The Co-op requirements were determined and Co-op partners were selected. A memorandum of understanding was formalized for 2 grow seasons - 2020/21, and as included above.*
- e. *The outdoor patch was established with top strains and is being continuously upgraded by the Co-op partners.*

### **3. THE LEGAL STATUS**

*The Association is a body corporate with its own legal identity which is separate from its individual members. The Association shall continue to exist even if the members change. The Association may own/ lease property, enter into contracts, and sue or be sued in its own name.*

### **4. NON-PROFIT DISTRIBUTING CHARACTER**

- 1. *The income and property of the Association shall be used solely for the promotion of its stated objectives. The members, partners and the office-bearers shall have no rights to the property or other assets of the Association solely by virtue of them being members, partners or office-bearers. No portion of the income or property of the Association shall be paid or distributed directly or indirectly to any person (otherwise than in the ordinary course of undertaking any public benefit activity) or to any member of the Association or Management Committee, except as:*
  - 1. *Reasonable compensation for services actually rendered to the Association;*
  - 2. *Reimbursement of actual costs or expenses reasonably incurred on behalf of the Association.*
  - 3. *Upon the dissolution of the Association, after all debts and commitments have been paid, any remaining assets shall not be paid to or distributed amongst members, but shall be transferred by donation to some other non-profit organization which the Management Committee (and failing which any division of the High Court) considers appropriate and which has objectives the same or similar to the objectives of the Association.*

### **6. POWERS**

*The Association, acting through its Management Committee, shall have all the powers necessary for it to carry out its stated objectives effectively.*

### **7. MEMBERS**

- 1. *The members are those whose names appear on the attached Schedule C.*
- 2. *The Management Committee may admit further members:*
  - 1. *Subject to due compliance with any conditions of membership (including payment of any membership fees) which the Management Committee may stipulate from time to time; and*
  - 2. *The Management Committee may suspend or terminate the membership of any member provided that:*
    - 1. *At least (14) fourteen days prior written notice is given to the member concerned. The notice shall invite the member to make written or verbal representations to the meeting as the member may consider appropriate.*



2. *The decision rests with the Management Committee to invite, or admit an applicant to membership, or to suspend or to terminate a membership. Suspension will be reviewed monthly and termination quarterly by the Management Committee.*
3. *Neither the Management Committee nor the Association shall be required to give reasons for their decisions with respect to membership.*

## **8. STRUCTURE OF THE ASSOCIATION:**

### **1. The Management Committee**

#### **1. Powers**

1. *The affairs of the Association shall be controlled and managed by the Management Committee. Subject to the terms of this constitution, the Management Committee may exercise all the powers of the Association.*
2. *In General Meeting, the Association may review, any decision taken by the Management Committee but no resolution of the Association shall invalidate any prior or future action taken by the Management Committee in accordance with the provisions of this Constitution.*

#### **2. Election**

1. *The members of the Management Committee shall hold office until they resign or are asked to resign.*
2. *Resigning Management Committee members shall be eligible for re-election.*
3. *Management Committee members shall be members of the Association.*

#### **3. Composition**

1. *The Management Committee shall comprise of at least 3 but not more than 5 members. The membership of the Management Committee comprisea of:*
  1. *the Chairperson:*
  2. *the Vice-Chairperson:*
  3. *the Treasurer and Secretary:*
  4. *Grower1:*
  5. *The Management Committee may co-opt up to 2 additional non-voting members as it may consider appropriate from time to time. The co-opted members shall serve for such period as the Management Committee considers appropriate.*

#### **4. Management Committee Member Vacating Office**

1. *The office of a Management Committee member shall be vacated if a member:*
  1. *resigns; or*
  2. *becomes unfit and/or incapable of acting as such; or*
  3. *would be disqualified, in terms of the Companies Act or equivalent legislation in force from time to time, from acting as a Director of a Company; or*
  4. *is removed by agreement between the chairperson, treasurer and the vice chairperson.*
  5. *The Management Committee shall not be obliged to furnish reasons for its decision/s regarding removal except to the member removed and to the members of the Association in General Meeting.*
2. *Should a position on the Management Committee fall vacant, the Management Committee, by resolution adopted will appoint a replacement member to fill the vacancy.*

#### **5. Procedure at Management Committee Meetings**

1. *The Management Committee shall conduct its meetings and regulate its proceedings as it finds convenient, provided that:*

1. *The Chairperson, or in his or her absence, the Vice-Chairperson, or the treasurer shall chair all meetings of the Management Committee which he or she attends.*
  2. *The Chairperson shall convene a meeting of the Management Committee, quarterly and at the written request of any two (2) members of the Management Committee and may convene such a meeting at any other time.*
  3. *The authority necessary for the transaction of any business by the Management Committee shall be (2) members of the Management Committee provided that one is the treasurer, at any given time.*
  4. *At meetings of the Management Committee each member shall have one (1) vote.*
  5. *Questions arising shall be decided agreement between the chair, vice chair and treasurer. If not unanimous then by a majority of Management Committee votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.*
  6. *A resolution signed by the chair, vice chair and 2 members of the Management Committee shall be as valid as if passed at a duly convened meeting of the Management Committee.*
  6. *The Management Committee may delegate any of its powers to any of its members, or to a special purpose committee. The member, committee, employee or agent to whom such delegation is made shall conform to any regulations and procedures that may be stipulated by the Management Committee from time to time.*
  7. *The Management Committee may appoint other officers and employees as it may consider necessary from time to time upon such terms and conditions as it may consider appropriate.*
2. *General Meetings*
1. *Annual General Meeting*
    1. *An Annual General Meeting of the Association shall be held within a period of fifteen (15) months of the adoption of this Constitution thus in March 2021. Subsequent Annual General Meetings shall be held in March of each financial year.*
    2. *Annual General Meetings shall be convened on not less than (14) days prior written notice to all members entitled to attend via social media/ sms/ what's-up/ telegram. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.*
    3. *The business of an Annual General Meeting shall include:*
      1. *the presentation of the Annual Report;*
      2. *the consideration of the Annual Financial Statements;*
      3. *other matters as may be considered appropriate.*
  2. *Other General Meetings*
    1. *Other General Meetings of the Association shall be convened at any time by the Chair or Vice chair of the Management Committee;*
    2. *Any General Meeting other than the Annual General Meeting shall be convened on not less than seven (7) days notice to all members. The notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.*
  3. *Notices*
    1. *Notice of all meetings provided for in this Constitution, shall be delivered personally, or by social media/ cellphone app, or in any other manner as the Management Committee may decide from time to time.*
    2. *The accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting.*
    3. *If posted, notices shall be deemed to have been received seven (7) days after posting.*

## **9. FINANCIAL MATTERS:**

### **1. Bank Account**

*The Management Committee shall open a bank account in the name of the Association with a registered Bank or Building Society. The Treasurer shall ensure that all monies received by the Association are deposited in the abovementioned bank account as soon as possible after receipt.*

### **2. Signatures**

*All cheques, promissory notes and other documents requiring signature on behalf of the Association shall be signed by the treasurer of the Management Committee.*

### **3. Financial Year End**

*The Association's financial year end shall be: February 2021*

### **4. Financial Records**

*The Management Committee shall ensure that the Association keeps proper records and books of account which fairly reflect the affairs of the Association.*

### **5. Annual Narrative Report and Financial Statements**

- 1. The Management Committee shall ensure that the Association prepares an annual narrative report describing the Association's activities and an Annual Financial Statement for each financial year. The Annual Financial Statements shall conform with generally accepted accounting principles and shall include a statement of income and expenditure and a balance sheet of assets and liabilities.*
- 2. After drawing up the Annual Financial Statements, the Management Committee shall ensure that the books of account and financial statements are audited and certified in the customary manner by an independent practising chartered accountant.*
- 3. A copy of the Annual Financial Statements and annual narrative report shall be made available to all members as soon as possible after the close of the financial year, upon request.*

## **10. AMENDMENTS TO THE CONSTITUTION AND DISSOLUTION**

*The terms of this Constitution may be amended, the name of the Association may be changed and the Association may be dissolved by Management Committee resolution.*

## **11. INDEMNITY**

- 1. Subject to the provisions of any relevant statute, members of the Management Committee and other office bearers shall be indemnified by the Association for all acts done by them in good faith on its behalf.*

2. *Subject to the provisions of any relevant statute, no member of the Management Committee and or other office bearer of the Association shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or expense suffered by the Association, which occurs in the execution of the duties of his or her office, unless it arises as a result of his or her dishonesty, or failure to exercise the degree of care, diligence and skill required by law.*

## **12. DISPUTES**

1. *In the event of a serious disagreement between the members of the Management Committee regarding the interpretation of this constitution then any three (3) Management Committee members of the Association shall be entitled to declare a dispute. Such declaration shall be in writing, state the issue in dispute, and be addressed to the Management Committee.*
2. *The Management Committee shall consider such declaration within two (2) weeks of receiving it. Should the Management Committee not be able to resolve the dispute to the satisfaction of the majority of the Management Committee, the dispute shall be referred either to a mediator or arbitrator.*
3. *Should the dispute be referred to a mediator, the person(s) declaring the dispute and the Management Committee must agree on a suitable mediator and to the costs of such mediation. A mediator may recommend an appropriate resolution of the dispute.*
4. *In the absence of agreement regarding a mediator or should mediation not resolve the dispute, the dispute shall be referred to arbitration. The arbitrator shall be such suitably qualified person/s as the person(s) declaring the dispute and the Management Committee may mutually agree. Alternatively, each of the parties shall be entitled to nominate one arbitrator, who shall act jointly with a third person to be nominated jointly by the respective nominees of the parties; on the basis that a majority decision of the appointed arbitrators shall be final and binding.*
5. *The arbitration shall be held on an informal basis, and the arbitrator shall have the power to determine the procedure to be adopted subject to principles of natural justice.*
6. *The arbitrator may base her/his award not only upon the applicable law but also upon the principles of equity and fairness.*
7. *The person(s) declaring the dispute and the Management Committee, beforehand, may agree to share the costs of the arbitration. In the absence of such agreement the arbitrator shall decide which parties shall be liable for the costs.*
8. *The decision of the arbitrator shall be final and binding upon all parties and capable of being made an Order of Court on application by any of them.*

## **SCHEDULE B**

### **GENERAL ADMINISTRATIVE AND INVESTMENT POWERS**

1. *To employ staff and hire professional and other services.*
2. *To institute or defend any legal or arbitration proceedings and to settle any claims made by or against the Association.*
3. *To open and operate accounts with registered banks and building societies.*
4. *To make and vary investments and re-invest the proceeds of such investments on condition that any investments made by the Association shall be with Registered Financial Institutions.*
5. *To accept donations made to the Association and retain them in the form in which they are received, or sell them and re-invest the proceeds.*
6. *With regard to movable and immovable property and tangible and intangible assets of whatsoever nature:*
  1. *to purchase or acquire property and assets;*

2. *to maintain, manage, develop, exchange, lease, sell, or in any way deal with the property and assets of the Association;*
3. *to donate and transfer the property and assets of the Association to organizations with the same or similar objectives and duties to those of the Association.*
7. *To borrow and to use the property or assets of the Association as security for borrowing;*
8. *To guarantee the performance of contracts or obligations of any person on condition that any such person is primarily engaged in activities which further the objectives of the Association.*
9. *To execute any act or deed in any deeds registry, mining titles or other public office.*
10. *To work in collaboration with other organizations and to amalgamate with any organization with the same or similar objectives and duties to those of the Association.*
11. *To exercise all the management and executive powers that are normally vested in the Board of Directors of a Company.*
12. *To exercise all the powers and authority of the Association not only in the Republic of South Africa but in any other part of the world.*

**SCHEDULE C**

**SCHEDULE OF MEMBERS, ATTACHED:**

**ADOPTION OF CONSTITUTION BY MANAGEMENT COMMITTEE ON \_\_\_\_\_ 2020**

**THE CHAIRPERSON:** \_\_\_\_\_

**THE VICE CHAIR:** \_\_\_\_\_

**THE TREASURER:** \_\_\_\_\_

**Grower1** \_\_\_\_\_

*Thank you for reading this, and assuring you of our capacity, dedication and desire in achieving our objectives and goals.*

*One love*

*The Next Club*