

# Constitution of IkamvaYouth

## 1. BACKGROUND

- 1.1. This organisation developed out of a project that was started by Joy Olivier and Makhosi Gogwana in March 2003.

## 2. NAME

- 2.1. The name of the organisation is "Ikamva Lisezandleni Zethu" hereafter referred to as "Ikamva". This name literally translated means "The future is in our hands", thereby reflecting the main aim of the movement to help brighten the future of the previously disadvantaged South African student.

## 3. OBJECTS

- 3.1. Ikamva is a public non-profit organisation established to broaden post-school options for previously disadvantaged school leavers, by improving matric grades, facilitating application to tertiary education institutions and for financial aid, and organizing work experience. Ikamva aims to achieve this through:
  - 3.1.1. Providing free tutoring to learners in Grades 11 and 12
  - 3.1.2. Providing free career guidance counseling
  - 3.1.3. Organising work experience/job shadowing
  - 3.1.4. Having a well-stocked resource centre in the library, where learners can access admission and financial aid application forms, curricula of various tertiary education institutions and study aid materials
  - 3.1.5. Organising access to Information and Communication Technologies (ICTs), and passing on computer literacy skills, utilizing relevant software for extra tutoring resources and enabling learners to become part of the Information Society
  - 3.1.6. Organising and presenting career exhibitions and related events, such as seminars, lectures, life skills courses, conferences and symposiums
  - 3.1.7. Giving advice to learners on studying methods
  - 3.1.8. Effecting closer liaison, co-operation and social communication between the educators, parents and learners and other stake-holders in Education and Training
  - 3.1.9. Attaining liaison and cooperation with other bodies such as municipal authorities, the various departments of education, universities, departments responsible for training, arts and culture, sports and recreation, representatives of the press, the electronic media, etc.
  - 3.1.10. Collecting money, which will, together with all donations gained on a coincidental basis, be reserved and administrated to promote the above objectives

## 4. LEGAL STATUS

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

## 5. NON-PROFIT DISTRIBUTING CHARACTER

- 5.1. The income and property of Ikamva shall be used solely for the promotion of its stated objectives. The members and the office-bearers shall have no rights to the property or other assets of Ikamva solely by virtue of them being members or office-bearers. No portion of the income or property of Ikamva 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 Ikamva or its Management Committee, except as:
  - 5.1.1. Reasonable compensation for services actually rendered to Ikamva;
  - 5.1.2. Reimbursement of actual costs or expenses reasonably incurred on behalf of Ikamva.

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- 5.2. Upon the dissolution of Ikamva, 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 Ikamva; and should Ikamva become an approved public benefit organisation:
- 5.2.1. Is a similar public benefit organisation which has been approved in terms of section 30 of the Income Tax Act, or
  - 5.2.2. Any institution, board or body which is exempt from tax under the provisions of section 10(1)(cA), which has as its sole or principal object the carrying on of any public benefit activity, or
  - 5.2.3. Any department of state or administration in the national or provincial or local sphere of government of the Republic contemplated in section 10(1) (a) or (b).
- 5.3. Ikamva intends to apply to the Commissioner for the South African Revenue Service exemption from appropriate taxes and duties. In compliance with the provisions of the Income Tax Act, the provisions set out in the attached Schedule A shall bind Ikamva and qualify this Constitution.

## **6. POWERS**

- 6.1. Ikamva, acting through its Management Committee, or at General Meeting, shall have all the powers necessary for it to carry out its stated objectives effectively. Such powers shall include, but not be limited to, the General Investment and Administrative Powers set out in the attached Schedule B.

## **7. MEMBERS**

- 7.1. No persons shall be refused membership on the grounds of race, colour, creed, relation, sexual affiliation, disability, age or sex.
- 7.2. The initial membership shall be those persons whose names and signatures appear on the attached Schedule C.
- 7.3. The Management Committee may admit further members from time to time:
- 7.3.1. 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
  - 7.3.2. In accordance with the following criteria:
    - 7.3.2.1. Potential members are committed to the cause of broadening post-school options for school leavers, in addressing poverty, unemployment and youth involved in criminal activities
  - 7.3.3. The Management Committee may suspend or terminate the membership of any member provided that:
  - 7.3.4. At least (30) thirty days prior written notice is given to all members of the Management Committee of the intention to terminate a membership; and
  - 7.3.5. At least (30) thirty 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.
- 7.4. The decision of the Management Committee to admit an applicant to membership, or to suspend or terminate a membership shall lapse unless confirmed by a resolution of two thirds of the members of Ikamva present at the next General Meeting.
- 7.5. Neither the Management Committee nor Ikamva shall be required to give reasons for their decisions with respect to membership.

## **8. STRUCTURE OF IKAMVA**

- 8.1. The Management Committee
- 8.1.1. Powers
    - 8.1.1.1. The affairs of Ikamva shall be controlled and managed by the Management Committee. Subject to the terms of this constitution and

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to the resolutions of members in General Meeting, the Management Committee may exercise all the powers of Ikamva.

8.1.1.2. In General Meeting, Ikamva may review, approve or amend any decision taken by the Management Committee but no such resolution of Ikamva shall invalidate any prior action taken by the Management Committee in accordance with the provisions of this Constitution.

### **8.1.2. Election**

8.1.2.1. The members of the first Management Committee shall be elected at the General Meeting at which this Constitution is adopted, and shall hold office until the first Annual General Meeting held after such appointment, when all of them shall resign. At the first Annual General Meeting, a new Management Committee shall be elected. Thereafter, a new Management Committee shall be elected at each succeeding Annual General Meeting.

8.1.2.2. Resigning Management Committee members shall be eligible for re-election or co-option.

8.1.2.3. Management Committee members shall be members of Ikamva.

### **8.1.3. Composition**

8.1.3.1. The Management Committee shall comprise at least (5) five but no more than (20) twenty members. The membership of the Management Committee shall comprise:

8.1.3.1.1. The Chairperson;

8.1.3.1.2. The Vice-Chairperson;

8.1.3.1.3. The Treasurer;

8.1.3.1.4. The Secretary

8.1.3.1.5. The Public Relations Officer

8.1.3.1.6. The Careers Officer

8.1.3.1.7. The Transport Coordinator

8.1.3.1.8. The Academic Officer

8.1.3.1.9. The IT Officer

8.1.3.1.10. The Student Representative for each school

8.1.3.1.11. The Resource Centre Officer

8.1.3.1.12. The Communications Officer

8.1.3.1.13. Additional members

8.1.3.2. The Management Committee may co-opt up to 10 additional non-voting members as it may consider appropriate from time to time. The co-opted members shall serve for such a period as the management committee considers appropriate.

### **8.1.4. Roles and duties**

8.1.4.1. The Chairperson's duties are to:

8.1.4.1.1. Conduct and direct all meetings

8.1.4.1.2. Take decisions, in consultation with the secretary, on administrative matters in accordance with the constitution

8.1.4.1.3. Annually revise and maintain, in consultation with the secretary, Ikamva's business plan and monitor progress towards achieving the objectives of the business plan.

8.1.4.1.4. Monitor the activities of the Management Committee to ensure procedures are being followed in accordance with the constitution.

8.1.4.1.5. Ensure that minutes of all Management Committee meetings are kept and approved.

8.1.4.1.6. Be a signatory of the cheque account, along with the Secretary and Treasurer

8.1.4.1.7. Provide the Director of Non-profit Organisations with:

- A narrative report of Ikamva's activities in the prescribed form together with Ikamva's financial statements and the accounting officer's report within nine months after the end of Ikamva's financial year,
- The names and physical, business and residential addresses of Ikamva's office-bearers within one month after any appointment or election of Ikamva's office-

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bearers (even if their appointment or election did not result in any changes to Ikamva's office-bearers),

- A physical address in the Republic for the service of documents to be received from the Directorate of Non-profit Organisations,
- Notice of any change of address within one month before a new address for service of documents will take effect, and
- Such other information that may be required by the Director in terms of the [NPO] Act.

8.1.4.2. the Vice-Chairperson's duties are to:

- 8.1.4.2.1. Write project progress reports and the Annual Report
- 8.1.4.2.2. Organise project evaluations at least once a year for each objective area
- 8.1.4.2.3. Conduct research on issues pertinent to the project, ensuring valid and reliable capturing of learner feedback, grades, demographics and other data, and conducting analyses
- 8.1.4.2.4. Support the Chairperson in his or her duties, and fulfill them whenever the Chairperson is unable or needs assistance

8.1.4.3. the Treasurer's duties are to:

- 8.1.4.3.1. Be aware at all times of the financial situation of Ikamva.
- 8.1.4.3.2. Keep accounting records of Ikamva's income, expenditure, assets and liabilities to the standards of generally accepted accounting practice.
- 8.1.4.3.3. Draw up financial statements, within six months after the end of Ikamva's financial year, which must include at least:
  - a statement of income and expenditure for that financial year, and
  - a balance sheet showing its assets, liabilities and financial position at the end of that financial year.
  - arrange for a written report, within two months after drawing up Ikamva's financial statements, to be compiled by an accounting officer and submitted to Ikamva stating whether or not:
    - o the financial statements of Ikamva are consistent with its accounting records,
    - o the accounting policies of the organisation are appropriate and have been appropriately applied in the preparation of the financial statements, and
    - o Ikamva has complied with the provisions of the Nonprofit Organisations Act of 1997 and of its constitution which relate to financial matters.
- 8.1.4.3.4. Preserve the books of account, supporting vouchers, income and expenditure statements, balance sheets and accounting officer's reports, in an original or reproduced form, for a prescribed period.
- 8.1.4.3.5. Notify the Directorate of Non-Profit Organisations at least one month before moving to a new address.
- 8.1.4.3.6. Open and maintain the Ikamva bank account.
- 8.1.4.3.7. Deposit donations and funds received by Ikamva into the Ikamva bank account.
- 8.1.4.3.8. Reimburse volunteers for their services and any expenses they might have incurred on behalf of Ikamva.
- 8.1.4.3.9. Pay the accounts of Ikamva.

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- 8.1.4.3.10. Inform the Chairperson of any important financial transactions.
- 8.1.4.3.11. Be a signatory of the cheque account, along with the Chairperson and Secretary.

8.1.4.4. the Secretary's duties are to:

- 8.1.4.4.1. Draw up agendas for meetings with the Chairperson
- 8.1.4.4.2. Take decisions, in consultation with the Chairperson, on administrative matters in accordance with the constitution

8.1.4.5. the Public Relations Officer's duties are to:

- 8.1.4.5.1. Co-ordinate the recruitment of volunteers and
- 8.1.4.5.2. Co-ordinate the recruitment of learners along with the student representatives
- 8.1.4.5.3. Promote the organization through all forms of media

8.1.4.6. The Fundraising Officer's duties are to:

- 8.1.4.6.1. Establish a database of potential sources of funding and prepare funding applications and submissions as required
- 8.1.4.6.2. Develop and implement funding strategies to ensure financial independence
- 8.1.4.6.3. Establish and maintain collaborations with funding institutions and persons
- 8.1.4.6.4. Oversee, coordinate and diversify funding base from other sources e.g. Develop strategies to solicit funds, in-kind gifts and donations from the corporate sector
- 8.1.4.6.5. Oversee the donor stewardship cycle including ensuring donations and general thank-you letters for general and special donations
- 8.1.4.6.6. Supervise and train event-based volunteers, co-op students and part-time staff involved in fundraising activities
- 8.1.4.6.7. Serve as liaison and coordinator for special community funds and projects, along with Chairperson and Treasurer
- 8.1.4.6.8. Develop new fundraising initiatives and implement project activities as various community constituents to support fundraising objectives
- 8.1.4.6.9. Develop and recommend modifications to existing, and/or new procedures, in order to improve efficiencies
- 8.1.4.6.10. Coordinate the control, deposit and reporting procedure pertinent to donations

8.1.4.7. the Careers Officer's duties are to:

- 8.1.4.7.1. Organise career counselors for each Saturday session
- 8.1.4.7.2. Organise work experience/ job shadowing for learners
- 8.1.4.7.3. Co-ordinate a careers day at which people from various fields speak with the learners
- 8.1.4.7.4. Work closely with the Careers Research and Information Centre (CRIC) in promoting broader options for school leavers by sharing information with the learners
- 8.1.4.7.5. Work with the resource centre and IT officers in ensuring that information about jobs and training opportunities is made available on the project notice board and website

8.1.4.8. The Transport Coordinator's duties are to:

- 8.1.4.8.1. Ensure that Volunteers have transport from Observatory to Khayelitsha
- 8.1.4.8.2. Organise transport for project members for project outings from Khayelitsha

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- 8.1.4.8.3. The Academic Officer's duties are to:
- 8.1.4.8.4. Co-ordinate volunteer attendance for each Saturday session, ensuring that there are sufficient numbers of volunteers, and promoting relevant subject representation
- 8.1.4.8.5. Be aware of the exam timetables and ensure relevant subject representation during this time
- 8.1.4.8.6. Work with the resource centre officer in ensuring that application forms, course information and financial aid application forms are available in the library, and to assist learners in filling these out
  
- 8.1.4.9. the IT Officer's duties are to:
  - 8.1.4.9.1. Establish and maintain a project website fulfilling two objectives:
    - Providing information for potential learners, volunteers, funders, partners and other interested parties, and
    - Housing relevant project information, databases, a project noticeboard, links to resources etc
  - 8.1.4.9.2. Create reliable databases for project information to be stored
  - 8.1.4.9.3. Work along with the library's IT staff member in ensuring that the computers are operating effectively
  
- 8.1.4.10. the Student Representative for each school's duties are to:
  - 8.1.4.10.1. Communicate between students, volunteers and the rest of the Management Committee
  - 8.1.4.10.2. Be responsible for student recruitment at their affiliated institution
  - 8.1.4.10.3. Learn skills and acquire knowledge towards being able to fulfill other positions within the Committee Management .
  
- 8.1.5. Management Committee member Vacating Office
  - 8.1.5.1. The office of a Management Committee member shall be vacated if a member:
    - 8.1.5.1.1. Resigns; or
    - 8.1.5.1.2. Becomes unfit and/or incapable of acting as such; or
    - 8.1.5.1.3. 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
    - 8.1.5.1.4. is removed by the Management Committee, by resolution adopted by at least three quarters (3/4) of its members in office from time to time, being not less than the required minimum ???. 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 Ikamva in General Meeting.
  - 8.1.5.2. Should a position on the Management Committee fall vacant, the Management Committee, by resolution adopted at least two-thirds (2/3) of its members, may (and if the vacancy reduces the number of members to less than seven (7), shall) co-opt a member/s to fill the vacancy/ies. The office of any person so co-opted as member of the Management Committee shall lapse unless confirmed by resolution of members at the next General Meeting.
  
- 8.1.6. Procedure at Management Committee Meetings
  - 8.1.6.1. The Management Committee shall conduct its meetings & regulate its proceedings as it finds convenient, provided that:

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- 8.1.6.1.1. The Chairperson, or Vice-Chairperson chairs each meeting or appointing another committee member to do so
- 8.1.6.1.2. 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.
- 8.1.6.1.3. The quorum necessary for the transaction of any business by the Management Committee shall be two thirds (2/3) of the management committee members serving at any given time
- 8.1.6.1.4. At meetings of the management committee each member shall have one (1) vote.
- 8.1.6.1.5. Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have to cast a second vote.
- 8.1.6.1.6. Proper minutes shall be kept of the proceedings on the management committee, and a record of the persons present at each meeting. The minutes shall be signed by the member who chairs the meeting, and shall be available at all times for inspection or copying by any member of the Management Committee, and/or on two (2) days notice to the secretary or her or his deputy, by any member of Ikamva.
- 8.1.6.1.7. A resolution signed by all members of the management Committee shall be as valid as if passed at a duly convened meeting of the Management Committee
- 8.1.6.2. 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 a delegation is made shall conform to any regulations and procedures that may be stipulated by the Management Committee from time to time.
- 8.1.6.3. The Management Committee may appoint a Chief Executive and other officers and employees as it may consider necessary from time to time upon such terms and conditions as it may consider appropriate

## **8.2. General Meetings**

### **8.2.1. Annual General Meeting**

- 8.2.1.1. An Annual General meeting of Ikamva shall be held within a period of fifteen (15) months of the adoption of the constitution. Subsequent Annual General Meetings shall be held within three (3) months of the end of the financial year.
- 8.2.1.2. Annual General Meetings shall be convened by the Chairperson on not less than twenty one (21) days prior written notice to all members entitled to attend the meeting. This notice shall state the date, time and place of the meeting and in broad terms the business to be transacted at the meeting.
- 8.2.1.3. The business of an Annual General meeting shall include:
  - 8.2.1.3.1. The presentation and adoption of the minutes of the previous Annual General Meeting;
  - 8.2.1.3.2. The presentation and adoption of the annual narrative report of Ikamva;
  - 8.2.1.3.3. The consideration of the Annual Financial Statements;
  - 8.2.1.3.4. The election of members to serve on the Management Committee for the following year;
  - 8.2.1.3.5. Presentation of the annual business plan, budget and programme of action for the following year;
  - 8.2.1.3.6. The appointment of Auditors;
  - 8.2.1.3.7. Other matters as may be considered appropriate.

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### 8.2.2. Other General meetings

8.2.2.1. Other general meetings of Ikamva shall be convened at any time by the Chairperson or at the written request of:

8.2.2.1.1. The Management Committee

8.2.2.1.2. The lesser of one quarter (1/4) or \_\_\_\_\_ of the members of Ikamva

8.2.2.2. Any general meeting other than the Annual General Meeting shall be convened on not less than fourteen (14) days written 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 as the meeting: Provided that: Should the Chairperson, having been requested to give such notice fails to give it within seven (7) days of the request, the persons requesting the meeting shall be entitled to give notice and to convene the meeting.

### 8.2.3. Quorum

8.2.3.1. A quorum constituting a General Meeting of Ikamva shall be the lesser of:

8.2.3.1.1. One quarter (1/4) of the members.

8.2.3.2. Should any General Meeting have been properly convened but no quorum be present, the meeting shall stand adjourned to another date, which shall be within seven (7) days thereafter. The notice reflecting such adjournment shall be given to the persons and in the manner provided for in this Constitution. At such reconvened General Meeting, the members then present or represented shall be deemed to constitute a quorum.

### 8.2.4. Resolutions and Voting

8.2.4.1. At all General Meetings, a resolution put to the vote shall be decided by means of a show of hands or by ballot. A vote by ballot shall be held only if demanded by the Chairperson or not less than one third (1/3) of the persons voting in person or by proxy. The result of the vote shall be the resolution of the meeting.

8.2.4.2. Each member present or represented at such meeting shall be entitled to one (1) vote.

8.2.4.3. Questions arising shall be decided by a majority of votes. Should there be an equality of votes the Chairperson shall have a casting or second vote.

### 8.2.5. Minutes

Proper minutes shall be kept of the proceedings of all General Meetings, and a record of the persons present at each meeting. The minutes shall be signed by the chairperson of the meeting, and shall be available for inspection or copying by any member on two (2) days notice to the Secretary or his or her deputy.

### 8.2.6. Powers

Subject to the provisions of Clause 8.1.1.2 above, a duly convened General Meeting of Ikamva, at which a quorum is present, is competent to carry out all the objectives and to exercise all the powers of Ikamva as set out in this Constitution.

## 8.3. Notices

8.3.1. Notice of all meetings provided for in this Constitution, shall be delivered personally, or sent by prepaid post, to the last address notified by each person concerned to Ikamva, or in any other manner as the Management Committee may decide from time to time.

8.3.2. The accidental omission to address notice/s to any person shall not invalidate the proceedings of any meeting.

8.3.3. If posted, notices shall be deemed to have been received seven (7) days after posting.

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### **9. FINANCIAL MATTERS**

#### **9.1. Bank Account**

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

#### **9.2. Signatures**

9.2.1. All cheques, promissory notes and other documents requiring signature on behalf of Ikamva shall be signed by two (2) of the Management Committee members.

9.2.2. Signatories are:

- Joy Olivier
- Makhosi Gogwana
- Daniel Bieber
- Charles Atkins

#### **9.3. Financial Year End**

9.3.1. Ikamva's financial year end shall be the 31st of November each year.

#### **9.4. Financial Records**

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

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

9.5.1. The Management Committee shall ensure that Ikamva prepares an annual narrative report describing Ikamva'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.

9.5.2. Within two (2) months 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 practicing chartered accountant.

9.5.3. 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.

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

10.1. The terms of this Constitution may be amended, the name of Ikamva may be changed and Ikamva may be dissolved by resolution of sixty six per cent (66%) of the members present at a General Meeting: provided that proper notice of the meeting is given not less than twenty-eight (28) days prior to the date of the Meeting and such notice states the nature of the resolution to be proposed.

### **11. INDEMNITY**

11.1. Subject to the provisions of any relevant statute, members of the Management Committee and other office bearers shall be indemnified by Ikamva for all acts done by them in good faith on its behalf. It shall be the duty of Ikamva to pay all costs and expenses which any such person incurs or becomes liable for as a result of any contract entered into, or act done by him or her, in his or her said capacity, in the discharge, in good faith, of his or her duties on behalf of Ikamva.

11.2. Subject to the provisions of any relevant statute, no member of the Management Committee and or other office bearer of Ikamva shall be liable for the acts, receipts, neglects or defaults of any other member or office bearer, or for any loss, damage or

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expense suffered by Ikamva, 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**

- 12.1. In the event of a serious disagreement between the members of the Management Committee and/or Ikamva regarding the interpretation of this Constitution then any two (2) Management Committee members or any five (5) members of Ikamva 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.
- 12.2. 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 person(s) declaring it, the dispute shall be referred either to a mediator or arbitrator.
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.
- 12.6. The arbitrator may base her/his award not only upon the applicable law but also upon the principles of equity and fairness.
- 12.7. 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.
- 12.8. 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.