



**BRACKENRIDGE ESTATE  
HOME OWNERS' ASSOCIATION  
CONSTITUTION**

## **1. NAME AND ESTABLISHMENT AND JURISDICTION**

- 1.1** The name of the Association is the **BRACKENRIDGE ESTATE HOME OWNERS' ASSOCIATION**;
- 1.2** The Association is constituted and has been established by the members as a Home Owners' Association pursuant to, *inter alia*, the provisions of Section 29 of the Land Use Planning Ordinance No. 15 of 1985 in respect of the Township laid out on Erf No. 8230 Plettenberg Bay situate in the Municipality of Plettenberg Bay Division of Knysna, Western Cape Province.
- 1.3** The jurisdiction of the Home Owners Association shall extend to that area and those erven of the Brackenridge Township Development in respect of which the Plettenberg Bay Municipality has issued a Certificate of Completion in respect of the installation of services to the Township (hereinafter referred to as Certificate of Completion) as from the first day of the month following the day on which the Certificate has been issued

## **2. THE ASSOCIATION**

### **2.1 MAIN BUSINESS**

The Main Business of the Association is the promotion, advancement and protection of the interests of the Members, in their capacity as such, at BRACKENRIDGE ESTATE.

### **2.2 MAIN OBJECTS**

- 2.2.1 The main objects of the Association shall be to promote the communal interest of the Members and shall include but not be limited to:
  - 2.2.1.1 The care, maintenance, upkeep and control of the Common Area, i.e. that portion of the development that does not form part of the layout for residential/commercial erven, including all services constructed within the Common Area and to ensure that applicable Municipal Services are supplied to BRACKENRIDGE ESTATE as more fully described in the Services Agreement;
  - 2.2.1.2 The formulation and enforcement of rules and regulations at BRACKENRIDGE ESTATE;
  - 2.2.1.3 The formulation and enforcement of aesthetic and environmental standards and Architectural Guidelines at BRACKENRIDGE ESTATE;
  - 2.2.1.4 The provision and maintenance of access and egress control, and the management of the security at BRACKENRIDGE ESTATE;

- 2.2.1.5 To own Common Property and any improvements erected thereon and to have servitudes registered in its favour over erven in BRACKENRIDGE ESTATE for the benefit of one or more erven in BRACKENRIDGE ESTATE;
  - 2.2.1.6 To ensure that all Erven shall have been developed by not later than the dates set out in the Agreements of Sale;
  - 2.2.1.7 The preservation of the low-density residential nature of BRACKENRIDGE ESTATE and the implementation of the Environmental Management plan.
  - 2.2.1.8 To utilise such portion/s of the common property specifically for the benefit of the functioning of the Association's Township, provided that such action has been authorised by Special Resolution of the Association.
- 2.2.2 Without limiting the generality of the powers specifically referred to below, the Association shall, subject to this constitution, have the power to do such acts as may be necessary to accomplish the objects referred to herein.

### **2.3 MEMBERSHIP**

- 2.3.1 Membership of the Association shall be compulsory for every registered owner of the Erf, and the transferee of an Erf shall be deemed to have become a Member of the Association, subject to all the obligations of membership, forthwith upon registration of transfer of an Erf into his name.
  - 2.3.2 As regards Brackenridge Property (Proprietary) Limited (hereinafter referred to as the Developer), it shall be deemed a member of each Erf it owns in respect of which the Municipality of Plettenberg Bay has issued a Certificate of Completion as to the installation of services (hereinafter referred to a Certificate of Completion);
- 2.4** A Member shall not be entitled to sell or transfer a Erf unless it is a condition of the sale and / or transfer that:
- 2.4.1 the transferee shall become a Member of the Association;
  - 2.4.2 the registration of the transfer of the Erf into the name of that transferee shall *ipso facto* constitute the transferee as a Member of the Association;
  - 2.4.3 he first obtains the written consent of the Association, which consent shall be given without undue delay provided the purchaser of such Erf agrees in writing to abide by these presents, and provided the Member shall have paid all amounts due by him to the Association for the period up to the date of transfer of the Erf;

- 2.5** A member shall be obliged to give the Association notice in writing forthwith, upon the sale of any Erf owned by him and upon the transfer of the Erf into the name of the intended Purchaser. The member in question shall also be obliged to furnish the Association with a Municipal Rates Clearance Certificate prior to registration.
- 2.6** The registered owner of an Erf may not resign as a Member of the Association or cease to be a Member of the Association.
- 2.7** The rights and obligations of a Member shall not be transferable and every Member shall:
- 2.7.1 to the best of his ability further the objects and interests of the Association;
  - 2.7.2 observe all Regulations;
  - 2.7.3 not subdivide or consolidate their erven nor may they obtain any authority or permission to change the use of their erf without the prior written consent of the Association.
  - 2.7.4 not be entitled, without the prior written approval of the Trustee Committee, to make any alterations to any building or Erven or do anything that will affect the architectural style or aesthetic appearance of the buildings within BRACKENRIDGE ESTATE;
  - 2.7.5 be obliged to ensure that each Erf owned by him shall have been developed by not later than the date so stipulated in the Deed of Sale which resulted in the original transfer of such Erf or Erven from the Developer to the first owner of that Erf or those Erven, by the erection of a dwelling/s in conformity with the architectural guidelines, in force from time to time;
  - 2.7.6 be obliged to submit any building plan, whether such plan is for new construction, renovation, alteration and / or addition, to the Architectural Review committee referred to in paragraph 2.9.3 hereunder for examination and approval and signature prior to the submission of such plan to the Municipality or other local authority for approval;
- 2.8** Nothing contained in the Constitution shall prevent a Member from ceding his rights in terms of the Constitution as security to the Mortgagee of the Members' Erf.
- 2.9 HOUSE RULES, ARCHITECTURAL GUIDELINES AND OTHER REGULATIONS**
- 2.9.1 Members, their guests and their tenants and any person entering the Estate, shall be subject to all relevant Regulations.

- 2.9.2 Regulations govern, *inter alia*:
- 2.9.2.1 the Members' rights of use, access to, occupation and enjoyment of the Common Area;
  - 2.9.2.2 the control of pets and other animals at BRACKENRIDGE ESTATE;
  - 2.9.2.3 the external appearance of and the maintenance and use of the Common Area and the buildings or other improvements erected thereon;
  - 2.9.2.4 the external appearance and maintenance of buildings or other improvements or structures erected at BRACKENRIDGE ESTATE and on Erven, architectural and aesthetic style and design criteria, and the type of plants and maintenance of gardens;
  - 2.9.2.5 the execution of building work within BRACKENRIDGE ESTATE and to impose a builder's levy of R20 000.00 to be paid to the Home Owner's Association on submission of the building plans to the Architectural Review committee, which amount is made up as follows:
    - 2.9.2.5.1 A non-refundable R5 000.00 in respect of the submission and approval of the buildings plans, and
    - 2.9.2.5.2 A non-refundable R15 000.00 to provide for reinstating damage to the Estate during building operations.
  - 2.9.2.6 the code of conduct at BRACKENRIDGE ESTATE required of builders, other contractors and owners wishing to execute work within BRACKENRIDGE ESTATE;
  - 2.9.2.7 the conditions of access to and egress from BRACKENRIDGE ESTATE;
  - 2.9.2.8 security and the communications infrastructure within BRACKENRIDGE ESTATE;
  - 2.9.2.9 dispute and disciplinary measures relating to Members and others having access to BRACKENRIDGE ESTATE in relation to matters affecting BRACKENRIDGE ESTATE;
  - 2.9.2.10 the furtherance and promotion of the affairs of the Association;
  - 2.9.2.11 the management of the affairs of the Association;
  - 2.9.2.12 the conduct of the Trustee Committee;

- 2.9.2.13 the conduct at BRACKENRIDGE ESTATE of Members and any person resident on or entering the Estate;
- 2.9.2.14 any matter that may assist the Association and its representative organs in administering and governing the activities of the Association generally;
- 2.9.2.15 the utilization of Erven and dwellings at BRACKENRIDGE ESTATE;
- 2.9.2.16 the determination and imposition of fines, which shall become debt owing to the Association.
- 2.9.2.17 The conditions of access to and egress from an erf which shall not be altered without the prior written consent of the association;

2.9.3 There shall be appointed an Architectural Review committee consisting of an architect, at least two Trustee Members, one being a nominee of the Developer and one other Trustee member and such other suitably qualified persons, who need not be Members, as the Home Owners Association may from time to time decide. The architect shall be nominated by the Home Owners Association from time to time. The Committee shall elect the Chairman from their group. The Chairman shall not have a casting vote.

2.9.4 The Architectural Review Committee

- 2.9.4.1 shall, in any deliberations be bound by the Architectural Guidelines and other relevant Regulations in force at the time and
- 2.9.4.2 may recommend changes to the Architectural Guidelines for consideration by the Trustee Committee and / or Association in general meeting.
- 2.9.4.3 shall ensure that all building plans are approved by the Architectural Review Committee and are signed by their architects prior to submission to the Municipality for any approval under the National Building Regulations and Building Standards Act 103 of 1977.

**2.10** Dwellings of BRACKENRIDGE ESTATE shall be for single-family occupation, whether by Members, their guests or tenants. Exceptions to this clause shall be subject to the prior written approval of the Association.

**2.11 MEMBERS' OBLIGATION**

2.11.1 Each Member undertakes to the Association that he shall comply with:

2.11.1.1 the provisions of this Constitution;

2.11.1.2 any Regulation;

### **3. LEGAL STATUS AND LIMITED LIABILITY**

**3.1** The association is a common law corporate body and as such:

3.1.1 its assets, liabilities, rights and obligations vest in it independently of its members;

3.1.2 it may not distribute any of its profits and gains to any person and it will use its funds solely for the objects for which it has been established and for investment;

3.1.3 it will have perpetual succession;

3.1.4 it may sue or be sued in its own name.

**3.2** The members will not by reason of their membership be liable individually, jointly or severally for the liabilities and obligations of the association.

### **4. FINANCIAL AFFAIRS**

#### **4.1 FINANCIAL YEAR END**

4.1.1 The financial year-end of the Association shall be the 30<sup>th</sup> September of each year, and may be changed only by Ordinary Resolution of Members.

#### **4.2 LEVIES**

4.2.1 Levies shall be made on Members as from the date of registration of transfer into the name of the member, for the purposes of meeting all the Expenditure which the Association has properly incurred, or to which it may be reasonably anticipated that the Association will necessarily or reasonably be put by way of:

4.2.1.1 maintenance, repair, improvement and keeping in order and condition of the Common Area;

4.2.1.2 erection of or alterations to buildings;

4.2.1.3 payment of all rates and other charges payable by the Association in respect of the Common Area;

4.2.1.4 payment for gardening service/s, security and all other services rendered to the common area to the Association;

- 4.2.1.5 payment of all expenses necessarily or reasonably incurred in connection with the management of the Association, the Common Area and the Association's affairs and the execution of its objects.
- 4.2.2 As and when it becomes necessary the Home Owners Association shall be entitled to impose special levies by special resolution taken at a General Meeting on members in addition to the annual levies should the needs for such additional levies arise or circumstances so dictate.
- 4.2.3 The Developer will be responsible for levies in respect of unsold erven in respect of which a certificate of completion has been issued by the Consulting Engineer to the Municipality. The maintenance and upkeep and any costs relating to erven not so certified, shall remain the liability of the Developer until so certified.
- 4.2.4 If the annual levy is not paid within thirty (30) days of due date or should a member be in arrears for three months if the levy is paid monthly, then such levy shall become delinquent, and the Association may institute legal proceedings against the member for the recovery thereof and the costs as between attorney and client of such proceedings shall be added to the levy due by the delinquent member. A member whose levy is delinquent for the current year shall not be entitled to be nominated as a member of the Trustee committee or to vote at a General Meeting.

Interest on arrears shall be levied at the prime overdraft rate charged by the Home Owners Association's bank from time to time. The date of imposition of such amended rate shall be determined by the Trustees.

#### **4.3 INCOME TAX EXEMPTION**

- 4.3.1 The sole object of the association must be to manage the collective interests common to all its members, which includes expenditure applicable to the common property of such members and the collection of levies for which such members are liable.
- 4.3.2 The association is not permitted to distribute its funds to any person other than to similar association of persons.
- 4.3.3 On dissolution the remaining assets must be distributed to a similar association of persons, which is also exempt from income tax in terms of section 10(1)(e)(iii) of the Act.
- 4.3.4 Any amendments to the Constitution must be submitted to the Commissioner for the South African Revenue Service.

### **5. MEETINGS**

#### **5.1 VOTING**



- 5.1.1 Unless otherwise provided, at every General Meeting every Member in Person or by proxy and entitled to vote shall have one vote for each Erf registered in his name provided that if a Erf is registered in more that one name, they shall jointly have one vote.
- 5.1.2 In the case of the Developer it shall have one vote in respect of each erf in respect of which of Certificate of Completion has been issued by the Consulting Engineer to the Municipality.
- 5.1.3 Notwithstanding the aforementioned it is determined that up to the stage that 80% of the Erven in terms of General Plan SG No. 901/2002 has been registered in the names of other owners, the Developer shall have the majority vote.

## **6. THE TRUSTEE COMMITTEE**

- 6.1 The Trustee Committee members shall consist of not less than four (4) and not more than seven (7) persons who shall be members or the spouses of members. Any Trustee Committee member shall be eligible for re-election.
- 6.2 Until such time as the Association has held its First Annual General Meeting the duties of the Trustee Committee shall be carried out by the Developer.
- 6.3 The Developer shall be entitled to nominate and appoint four (4) of the initial Trustee Committee Members at the First Annual General Meeting of the Association.

## **7. VACATION OF OFFICE**

A Trustee Committee member shall cease to hold office as such if:

- 7.1 by notice in writing to the Trustee Committee that he resigns his office;
- 7.2 he is or becomes of unsound mind;
- 7.3 he surrenders his estate as insolvent or his estate is sequestrated;
- 7.4 he is convicted of an offence which involves dishonesty;
- 7.5 he absents himself from three consecutive meetings of the Trustee Committee members without special leave of absence from the Trustee Committee;
- 7.6 by resolution of a general meeting of the Association he is removed from his office;
- 7.7 he ceases to be registered owner of an erf or his subscription becomes delinquent in terms of Clause 21.5.

## **8. TRUST MEETINGS AND PROCEDURES**

- 8.1** The Trustee Committee members shall meet at such time and place as shall be decided by the Trustee Committee from time to time.
- 8.2** Three Trustee Committee members may at any time convene a meeting of the Trustee Committee by giving to the other Trustee Committee members no less than 10 days written notice of the proposed meeting, which notice shall specify the reason for calling such a meeting; provided that in cases of emergency such shorter notice as is reasonable in the circumstances may be given.
- 8.3** Four Trustee Committee members shall form a quorum at any meeting of the Trustee Committee. Should a quorum not be reached the meeting will be held a week later at the same time and venue and whoever is present will constitute a quorum.
- 8.4** Within seven (7) days of the First Annual General Meeting the Trustee Committee shall meet and elect from its Trustee Committee members a Chairman. The Chairman elected shall hold office as such until a new Chairman is elected.
- 8.5** All matter at any meeting of the Trustee Committee members shall be determined by a majority of those present and voting. In the event of any equality of votes, the Chairman of any meeting shall have a casting as well as a deliberate vote.
- 8.6** The Trustee Committee may from time to time appoint a Secretary and a Treasurer, or a Secretary/Treasurer.
- 8.7** The Trustee Committee shall keep minutes of all its meetings, which shall be available for inspection by any member on request.

## **9. POWERS**

The Management and Administration of the Association shall vest in the Trustee Committee which may exercise all such powers of the Association and do, on behalf of the Association, all such acts as may be exercised and done by the Association itself. Without in any way limiting the generality of the foregoing, such powers shall include but not be limited to the following:

- 9.1** the performance of such acts as are necessary to accomplish the objects expressed or implied herein;
- 9.2** the investment and re-investment of monies of the Association not immediately required, in such manner as may from time to time be determined;
- 9.3** the operation of a banking account with all powers required by such operations;
- 9.4** the making of, entering into and carrying out of contracts or agreements for any of the purposes of the Association;
- 9.5** the employment and payment of agents, servants and any other parties;

- 9.6 the making, amendment and repeal of rules which shall be binding upon Trustee Committee members as if they form part of this constitution;
- 9.7 the right to sue and to defend actions in the name of the Association and to appoint legal representatives for this purpose;
- 9.8 the levying of a subscription payable by members as provided in Clause 4.2 hereof;
- 9.9 the preservation of the architectural theme of the Development and the adjudication upon any proposed extension, addition and/or alterations to the property or erections situate thereon within the Development in accordance with the Design Guidelines.
- 9.10 to enforce servitudes registered over erven in BRACKENRIDGE ESTATE in favour of the Association for the benefit of members of the Association.
- 9.11 to develop, alienate, sell or let such portion/s of the common property specifically for the benefit of the functioning of the Association's Township, provided that such action has been authorised by Special Resolution of the Association.
- 9.12 to collect the penalty levies imposed by the Developer for the benefit of the Association in the event of a member not complying with the building restriction period, together with interest thereon, if in arrear, at the prescribed rate provided in paragraph 4.2.4.

## **10. VALIDITY OF ACTS OF THE TRUSTEE COMMITTEE MEMBERS**

Any act performed by Trustee Committee members shall, notwithstanding that it is after the performance of the act discovered that there was some defect in the appointment or continuance in office of any Trustee Committee member, be as valid as if such Trustee Committee member has been duly appointed in office.

## **11. REMUNERATION**

Trustee Committee members shall be entitled to be repaid all reasonable and necessary expenses incurred by them in connection with and incidental to the performance of their duties as Trustee Committee members but save as aforesaid, shall not be entitled to any other remuneration, fees or salary, in respect of the performance of such duties.

## **12. INDEMNITY**

No Trustee Committee member shall be liable to the Association or to any member thereof, or to any other person whomsoever for any act or omission by himself, by the Association or by its servants or agents. A Trustee Committee member shall be indemnified by the Association against any loss or damage suffered by him in consequence of any purported liability, provided that such member has, upon the basis of information known to him, or which should reasonably have been known to him, acted in good faith and without gross negligence.

### **13. GENERAL MEETINGS OF THE ASSOCIATION**

- 13.1** The Association shall before 15 March in each year, hold a general meeting as its Annual General Meeting, in addition to any other general meetings during that year, and shall specify the meeting as such in the notices, calling the Meeting.
- 13.2** As soon as 20 erven have been transferred the First Annual General Meeting shall be convened unless this has already transpired at the instance of the Developer.
- 13.3** Such Annual General Meeting shall be held at such time and place, subject to the foregoing provisions, as the Trustee Committee shall decide from time to time.
- 13.4** All general meetings other than Annual General Meetings shall be called special general meetings.
- 13.5** The Trustee Committee may, whenever they think fit, convene a special general meeting.
- 13.6** A special resolution means a resolution passed at an Annual General Meeting or any other General Meeting whereat members present in person or by proxy represent not less than 30% of the total vote and passed by a majority of at least 75% of the total votes represented by members present in person or by proxy.

### **14. NOTICE OF MEETINGS**

A General Meeting shall be convened on not less than twenty-one (21) days notice in writing.

All notices shall be sent to the member's email address, or by normal post to the member's elected address, or the member's fax number, or delivered to and receipted personally by the member, whichever mode of notification has been elected by the member in writing. If posted, the notice shall be deemed to be delivered 7 days after the date on which it was posted. If a member has failed to elect a specific notification, notice shall be sent by email or post at the address supplied to the Association at the time of becoming the registered owner or subsequent notice. Any amendment of address or notification mode shall be effected in writing to the Association.

The notice shall be inclusive of the day on which it is given and shall specify the place, the day and the hour of the meeting and, the general nature of the matter to be discussed, provided that any meeting shall, notwithstanding that it is called by shorter notice than that specified, be deemed to have been correctly called if it is so agreed by eighty per cent of the members present.

### **15. VALIDITY OF MEETINGS**

The accidental omission of giving notice of a meeting to, or the non-receipt of a notice of a meeting by any person entitled to receive such notice, shall not invalidate the proceedings of that meeting, provided that the notice requirements referred to in Clause 14 have been complied with.

## **16. QUORUM FOR GENERAL MEETINGS**

No matters shall be discussed at any meeting unless a quorum is present when the meeting commences. A quorum shall be members present in person or by proxy and holding not less than 30% of the total number of votes available to be cast by members at the time that the meeting commences. Should a quorum not be reached the meeting will be held a week later at the same time and venue and whoever is present will constitute a quorum.

## **17. CHAIRMAN**

The Chairman of the Trustee Committee shall preside at every General Meeting.

## **18. VOTES**

Subject to Paragraph 5.1.3 above, at all general meetings resolutions put to the vote shall take place by show of hands unless by majority vote the meeting decides that voting shall be by ballot, in which even the ballot shall take place immediately. Voting, whether by show of hands or by ballot, shall take place in accordance with the following provisions:

- 18.1** each member present in person shall have one vote for every erf registered in his name;
- 18.2** each person present as proxy for a member shall have one vote for every erf registered in the name of the member for whom he is proxy.
- 18.3** each member and person present as proxy for a member shall indicate clearly how he casts each vote to which he is entitled as aforesaid.
- 18.4** the Developer or its duly authorized representative shall have one vote for each un-transferred erf in respect of which a Certificate of Completion has been issued.
- 18.5** all resolutions shall, except as otherwise provided herein, be by simple majority of those members present in person or proxy at the meeting and voting.
- 18.6** the chairman of the meeting shall count the votes cast for and against the resolution and shall declare it carried or lost as the case may be.

## **19. AGENDA**

In addition, to any other matters required to be dealt with at an Annual General Meeting, the following matters shall be dealt with at every Annual General Meeting:

- 19.1** the consideration of the Chairman's report;
- 19.2** the election of the Trustee Committee;
- 19.3** the consideration of the report of the Auditors and fixing of their remuneration;

- 19.4** the confirmation of any budget proposed by the Trustee Committee;
- 19.5** the consideration of any other matters raised at the meeting including any resolutions proposed for adoption by such meeting, and the voting upon any such resolutions;
- 19.6** the confirmation of the annual subscription and any special levy determined by the Trustee Committee for the year.
- 19.7** this constitution may only be amended by a special resolution as defined in Clause 13.6.

## **20. PROXY**

Votes may be given either personally or by proxy.

- 20.1** The instrument appointing a proxy shall be in writing in the common form, or any form approved by the Trustee Committee under the hand of the appointer, or of his attorney duly authorized in writing, or if such appointer is a company, under the hand of an officer duly authorized in that behalf.
- 20.2** The instrument of appointing a proxy, together with the power of attorney (if any) under which it is signed or a certified copy thereof shall be deposited at the domicilium citandi of the Association at least three days before the time appointed for holding the meeting, or adjourned meeting, at which the person named in such instrument proposes to vote; otherwise the person so named shall not be entitled to vote in respect thereof.

## **21. DESIGN MANUAL**

This document must be read with the applicable Design Manual and should there be any conflict then the provisions of this document will prevail.

## **22. BOUNDARY WALL/S OR FENCE**

Each Erf situated on any boundary of Brackenridge Estate will be made subject to the Developer's right (which will be ceded to the Association) to have the boundary wall and/or fence of Brackenridge Estate erected on the Erf. The erection thereof will be done in such a way as to ensure the minimum encroachment onto the Erf, but the specification and dimensions of the wall or fence are in the discretion of the seller, provided the height and width thereof is reasonable, bearing in mind the security purpose thereof. The Developer and/or the Association is/are entitled at all times to enter upon the relevant Erven in the Development on which the security wall and/or fences is/are erected in order to maintain and/or repair and/or replace such wall and/or fence or to inspect it.

## **23. DISPUTE RESOLUTION**

**23.1** Any unresolved dispute between the parties arising out of or in connection with this Agreement, including its existence, application, breach, interpretation, validity, termination or cancellation shall be submitted to and decided by arbitration in terms of The Arbitration Act, 1965, of the Republic of South Africa, subject to the following provisions:

23.1.1 The tribunal shall consist of one arbitrator.

23.1.2 The arbitration proceedings shall be in accordance with the formalities and/or procedures determined by the arbitrator.

23.1.3 The arbitration shall be held in Plettenberg Bay.

23.1.4 The language of the arbitration shall be English.

23.1.5 The arbitration shall be binding and not be appealable to any court in any jurisdiction. Any party may however enter such decision in any court having competent jurisdiction.

23.1.6 The parties shall endeavour to ensure that the arbitration is completed within 90 days after notice requiring the claim to be referred to arbitration is given.

23.1.7 The decision of the arbitrator shall be in writing. The arbitrator shall give reasons for his award.

23.1.8 The proceedings and decision shall be confidential to the parties and their advisers.

**23.2** Unless the parties agree otherwise, the arbitrator shall be a practicing attorney or advocate of not less than 10 years standing, who, in the absence of agreement reached within 14 days of the arbitration being demanded, shall be appointed by the chairperson or acting chairperson of the Cape Law Council.

**23.3** This arbitration clause shall not preclude a party from seeking urgent relief in a court of appropriate jurisdiction, where grounds for urgency exist.

**24. DOMICILIUM**

The domicilium of the Association shall be Plettenberg Bay.