FINANCIAL SUPPORT POLICY

PART I

PRELIMINARY

Section 1

1. Short Title

1.1. This Policy shall be known as the **AAAIC Financial Support Policy, 2026**.

1.2. This Policy is adopted by the National Executive Committee in terms of the Constitution of **ARISE AFRIKA ARISE INDEPENDENT CONGRESS ("AAAIC")**.

1.3. This Policy shall be read together with—

(a) the Constitution of AAAIC;
(b) all Regulations made under the Constitution;
(c) all resolutions lawfully adopted by the National Congress or the National Executive Committee relating to financial support;
(d) all applicable laws of the Republic of South Africa.

1.4. In the event of any inconsistency between this Policy and the Constitution, the Constitution shall prevail to the extent of the inconsistency.

1.5. Nothing contained in this Policy shall be interpreted as limiting or diminishing any constitutional obligation imposed upon members or office bearers under Rule 8.1.3 of the Constitution.

Section 2

2. Objects of the Policy

The objects of this Policy are to—

(a) give practical effect to Rule 8.1.3 of the Constitution;
(b) establish a transparent, fair and accountable framework governing financial support by members of the Party;
(c) promote a culture of collective responsibility and shared ownership of the Party;
(d) ensure that members contribute financially according to their respective means;
(e) establish uniform standards for the implementation of Rule 8.1.3 throughout all structures of the Party;
(f) provide certainty regarding the rights, duties and responsibilities of members concerning financial support;
(g) protect the Party against arbitrary or inconsistent implementation of Rule 8.1.3;
(h) promote financial sustainability and organisational independence;
(i) ensure that Party activities are funded primarily through lawful, ethical and transparent means;
(j) establish procedures for monitoring, recording and administering financial contributions;
(k) provide fair administrative procedures before any adverse decision arising from alleged non-compliance with Rule 8.1.3 is taken;
(l) promote constitutional discipline while recognising genuine financial hardship;
(m) ensure that implementation of this Policy is consistent with the values of Ubuntu, fairness, accountability and justice embodied in the Constitution.

Section 3

3. Application of the Policy

3.1. This Policy applies to every person who holds membership of the Party.

3.2. Without limiting subsection (1), this Policy applies to :

(a) ordinary members;
(b) branch office bearers;

(c) regional office bearers;
(d) provincial office bearers;
(e) members of the National Executive Committee;
(f) members serving on committees established under the Constitution;
(g) volunteers where expressly provided for;
(h) elected public representatives deployed by the Party;
(i) appointed public representatives deployed by the Party;
(j) any person occupying a leadership position established under the Constitution.

3.3. Every member accepts the obligations imposed by this Policy upon :

(a) applying for membership;
(b) renewing membership;
(c) accepting appointment to any Party office;
(d) accepting nomination as a Party candidate for public office;
(e) accepting deployment by the Party into public office.

3.4. Compliance with this Policy constitutes a continuing obligation throughout the duration of Party membership.

3.5. The obligations imposed by this Policy shall be interpreted consistently with :

(a) the Constitution;
(b) the principles of natural justice;
(c) procedural fairness;
(d) proportionality;
(e) good governance;
(f) constitutional accountability.

3.6. Nothing contained in this Policy shall be interpreted as requiring any member to make financial contributions beyond that member's objectively demonstrable financial means.

3.7. Financial inability shall not, of itself, constitute misconduct, provided that the member has complied with the disclosure and exemption procedures prescribed by this Policy.

PART II

INTERPRETATION AND GENERAL PRINCIPLES

Section 4

4. Interpretation and Definitions

4.1. Interpretation

Unless the context indicates otherwise—

(a) words importing the singular include the plural, and vice versa;

(b) words importing any gender include every other gender;

(c) a reference to a natural person includes, where applicable, a juristic person;

(d) any reference to the Constitution means the Constitution of ARISE AFRIKA ARISE INDEPENDENT CONGRESS, as amended from time to time;

(e) headings are inserted for convenience only and do not affect the interpretation of this Policy;

(f) where any provision is capable of more than one interpretation, the interpretation that best promotes the objects of the Constitution, this Policy and the values of the Party shall prevail;

(g) where this Policy confers a discretionary power upon any Party structure or office bearer, that discretion shall be exercised :

(i) lawfully;

(ii) reasonably;

(iii) procedurally fairly;

(iv) in good faith;

(v) without bias;

(vi) consistently in relation to similarly situated members.

4.2. Definitions

In this Policy, unless the context indicates otherwise :

"Committee" means any committee established under the Constitution or by resolution of a competent structure of the Party.

"*Constitution"* means the Constitution of ARISE AFRIKA ARISE INDEPENDENT CONGRESS (AAAIC), as amended from time to time.

"*Contribution"* means any lawful financial support, whether monetary or otherwise where expressly recognised by this Policy.

"*Deployed Public Representative*" means any member deployed by the Party into an elected or appointed public office, including but not limited to—

(a) Municipal Councillors;

(b) Members of Provincial Legislatures;

(c) Members of Parliament;

(d) Executive office bearers;

(e) any other public office determined by the National Executive Committee.

"Financial Hardship" means a genuine inability to provide financial support due to circumstances beyond the reasonable control of a member, including—

(a) unemployment;

(b) illness;

(c) disability;

(d) retirement;

(e) temporary financial distress;

(f) any other circumstance recognised by the National Executive Committee.

"Financial Support" means every lawful financial contribution made by a member for the benefit of the Party in accordance with the Constitution and this Policy.

"Leader" means every elected, appointed or deployed office bearer of the Party.

"Member" means a person whose membership has been accepted and remains valid in accordance with the Constitution.

***"Member in Good Standing*"** bears the meaning assigned to it in the Constitution and any applicable Party policy.

"NEC" means the National Executive Committee.

"Office Bearer" means every person elected or appointed to any office created under the Constitution.

"Party" means ARISE AFRIKA ARISE INDEPENDENT CONGRESS (AAAIC).

"Policy" means this Financial Support Policy.

"Rule 8.1.3" means Rule 8.1.3 of the Constitution dealing with Financial Support.

"Within their means" means according to a member's objectively demonstrable financial ability, taking into account income, assets reasonably available for contribution, necessary living expenses, dependants and other relevant circumstances.

Section 5

5. Guiding Principles

The implementation of this Policy shall at all times be guided by the following principles—

5.1. Constitutional Supremacy

Every decision taken under this Policy shall be consistent with the Constitution.

5.2. Accountability

Membership of the Party carries both rights and corresponding responsibilities.

5.3. Shared Responsibility

The financial sustainability of the Party is the collective responsibility of all members.

5.4. Ability to Contribute

Financial support shall always be assessed according to the individual member's means and not according to arbitrary or uniform expectations.

5.5. Equity

Members with greater financial capacity may reasonably be expected to contribute more than members of limited means.

5.6. Leadership by Example

Every office bearer shall demonstrate commitment by providing exemplary support to the Party, recognising that leadership carries enhanced obligations.

5.7. Transparency

Financial contributions shall be administered in a transparent, accountable and auditable manner.

5.8. Procedural Fairness

No member shall suffer any adverse consequence under this Policy unless—

(a) informed of the alleged non-compliance;

(b) afforded reasonable opportunity to respond;

(c) the matter has been considered impartially;

(d) reasons for the decision have been provided.

5.9. Consistency

Comparable cases shall receive substantially similar treatment unless objectively distinguishable circumstances justify a different outcome.

5.10. Good Faith

Every member shall discharge his or her constitutional obligations honestly, faithfully and in the best interests of the Party.

5.11. Organisational Independence

The Party shall endeavour to maintain financial independence through the voluntary support of its members and lawful funding sources, thereby safeguarding its constitutional autonomy and political integrity.

Section 6

6. Constitutional Duty of Financial Support

6.1. General Duty

Every member has a continuing constitutional duty to contribute financially to the Party according to that member's means.

6.2. Nature of the Duty

The obligation imposed by Rule 8.1.3—

(a) is an incident of Party membership;

(b) arises voluntarily upon acceptance of membership;

(c) continues throughout the period of membership;

(d) forms part of the reciprocal obligations between the Party and its members.

6.3. Good Faith Compliance

Every member shall discharge the duty of financial support—

(a) honestly;

(b) voluntarily;

(c) consistently;

(d) in good faith;

(e) in accordance with this Policy.

6.4. Enhanced Responsibility of Leaders

Without derogating from the obligations applicable to all members, every leader shall—

(a) demonstrate exemplary commitment to the financial sustainability of the Party;

(b) actively promote a culture of financial responsibility;

(c) encourage voluntary compliance among members;

(d) refrain from conduct that undermines the objectives of Rule 8.1.3.

6.5. Deployed Public Representatives

Every deployed public representative shall comply with any additional financial obligations contained in—

(a) the Constitution;

(b) this Policy;

(c) any Deployment Agreement;

(d) any lawful resolution of the National Executive Committee.

6.6. No Automatic Monetary Obligation

Nothing in this Policy shall be interpreted as imposing a fixed monetary contribution upon every member unless such contribution—

(a) has been lawfully approved by the competent constitutional structure of the Party;

(b) is consistent with the Constitution;
(c) makes reasonable provision for exemptions based on financial hardship.

6.7. Duty to Disclose Financial Hardship

A member who is unable to fulfil the obligations imposed by this Policy shall promptly notify the appropriate Party structure in accordance with the procedures prescribed by this Policy.

6.8. Presumption of Good Faith

Until proven otherwise through fair procedures, every member shall be presumed to be acting in good faith regarding his or her financial obligations.

Section 7

7. Forms of Financial Support

7.1. General Principle

Financial support contemplated in Rule 8.1.3 of the Constitution may be rendered in any lawful form recognised by the Constitution, this Policy or any resolution of the National Executive Committee.

7.2. Recognised Forms of Financial Support

Subject to this Policy, financial support may include—

(a) annual membership subscriptions;
(b) periodic membership contributions;
(c) once-off voluntary donations;
(d) recurring voluntary donations;
(e) campaign contributions;
(f) fundraising contributions;
(g) contributions made in terms of a Leadership Financial Commitment Agreement;
(h) contributions made in terms of a Deployment Agreement;

(i) legacy gifts, bequests and endowments lawfully accepted by the Party;\

(j) any other lawful financial contribution approved by the National Executive Committee.

7.3. Voluntary Contributions

Unless expressly required by the Constitution or a lawfully adopted resolution of a competent Party structure, all financial contributions shall be voluntary in amount and determined according to the contributing member's financial means.

7.4. Lawfulness of Contributions

The Party shall not solicit, accept or retain any contribution—

(a) prohibited by law;

(b) obtained through unlawful activity;

(c) intended to improperly influence Party decisions;

(d) inconsistent with the Constitution or the ethical values of the Party.

7.5. Acceptance of Contributions

The Treasurer-General or such other authorised office bearer as may be designated by the National Executive Committee shall determine, subject to applicable law and Party policy, whether a contribution may lawfully be accepted.

7.6. Acknowledgement of Contributions

The Party shall maintain an appropriate system for acknowledging financial contributions and issuing receipts where required.

7.7. No Proprietary Interest

A financial contribution to the Party shall not—

(a) confer ownership of Party assets;

(b) create any contractual entitlement to public office;

(c) create preferential treatment in candidate selection, deployment or appointment;

(d) entitle the contributor to exercise authority beyond that conferred by the Constitution.

7.8. Independence of Decision-Making

No financial contribution shall compromise the constitutional independence, policies or decision-making processes of the Party.

Section 8

8. Financial Support Obligations of Members

8.1. Constitutional Duty

Every member shall, according to his or her financial means, actively support the financial sustainability of the Party.

8.2. Continuing Obligation

The obligation to provide financial support is a continuing obligation and shall subsist throughout the duration of membership.

8.3. Good Faith

Every member shall discharge this obligation honestly, faithfully and in good faith.

8.4. Cooperation

Every member shall cooperate with reasonable administrative measures adopted for the implementation of this Policy.

8.5. Duty to Maintain Accurate Records

Where a member elects to contribute through recurring payments or structured commitments, the member shall provide such information as may reasonably be necessary for proper administration.

8.6. Duty to Notify Financial Hardship

A member who becomes unable to continue providing financial support shall—

(a) notify the appropriate Party structure without unreasonable delay;

(b) disclose sufficient information to enable consideration of the circumstances;

(c) cooperate in any reasonable assessment contemplated by this Policy.

8.7. No False Representation

No member shall—

(a) deliberately misrepresent his or her financial circumstances;

(b) conceal material information relating to financial ability;

(c) fraudulently seek exemption from financial obligations.

8.8. Duty to Respect Constitutional Decisions

Members shall comply with all lawful decisions made under this Policy unless such decision is suspended, reviewed or overturned by a competent Party structure.

8.9. Preservation of Dignity

No member shall be publicly humiliated, ridiculed or subjected to degrading treatment solely because of genuine financial hardship.

8.10. Equality of Members

Subject to the enhanced obligations applicable to leaders and deployed public representatives, all members shall be treated equally under this Policy.

Section 9

9. Enhanced Financial Responsibilities of Leaders and Office Bearers,

9.1. Principle

Leadership within the Party is a position of trust carrying responsibilities that exceed those applicable to ordinary members.

9.2. Leadership by Example

Every leader shall demonstrate visible commitment to the financial sustainability of the Party through personal example.

9.3. Additional Responsibilities

Without limiting the obligations imposed upon every member, every office bearer shall—

(a) actively promote financial discipline within the Party;

(b) encourage lawful fundraising initiatives;

(c) support approved fundraising campaigns;

(d) avoid conduct that discourages members from supporting the Party financially;

(e) protect Party resources from waste, abuse and misuse.

9.4. Financial Commitment Agreements

The National Executive Committee may require specified categories of office bearers to execute Leadership Financial Commitment Agreements consistent with the Constitution and this Policy.

9.5. Public Representatives

Every deployed public representative shall—

(a) comply with the financial obligations contained in any Deployment Agreement;

(b) honour all lawful contribution arrangements entered into with the Party;

(c) account for any Party resources entrusted to him or her;

(d) support fundraising initiatives authorised by the Party.

9.6. Fiduciary Duty

Every office bearer exercising authority over Party funds shall—

(a) act honestly;

(b) avoid conflicts of interest;

(c) exercise due care;

(d) act solely in the interests of the Party;

(e) account fully for monies received or administered on behalf of the Party.

9.7. Misuse of Position

No leader shall—

(a) use his or her position to avoid legitimate financial obligations;

(b) improperly influence decisions relating to financial support;

(c) intimidate members regarding contributions;

(d) solicit unauthorised payments in the name of the Party.

9.8. Accountability

Failure by a leader to discharge the enhanced responsibilities imposed by this section may constitute misconduct in terms of the Constitution, this Policy and any applicable disciplinary code.

Section 10

10. Differentiated Financial Commitment Framework

10.1. Establishment of Framework

The Party hereby establishes a Differentiated Financial Commitment Framework for the purpose of—

(a) promoting fairness;

(b) recognising differing levels of organisational responsibility;

(c) ensuring that financial commitments are proportionate to leadership responsibilities;

(d) strengthening the financial sustainability of the Party; and

(e) giving practical effect to Rule 8.1.3 of the Constitution.

10.2. Guiding Principle

The level of financial commitment expected from a member shall increase in proportion to—

(a) the level of leadership responsibility assumed;

(b) the influence exercised within the Party;

(c) the benefits derived from Party deployment, where applicable; and

(d) the member's objectively demonstrable financial means.

10.3. Categories of Financial Commitment

For purposes of administration, members shall be classified into the following categories—

Category A

Ordinary Members.

Category B

Branch Office Bearers.

Category C

Regional Office Bearers.

Category D

Provincial Office Bearers.

Category E

National Office Bearers.

Category F

Deployed Public Representatives.

10.4. Determination of Expected Contributions

The National Executive Committee may, by resolution, prescribe recommended contribution guidelines applicable to each category, provided that—

(a) no guideline shall be inconsistent with the Constitution;

(b) every guideline shall recognise individual financial circumstances;

(c) no member shall be required to contribute beyond his or her financial means;

(d) provision shall be made for exemptions and reductions contemplated in this Policy.

10.5. Nature of Contribution Guidelines

Contribution guidelines—

(a) are administrative tools;

(b) do not amend the Constitution;

(c) shall not be interpreted as imposing arbitrary financial burdens;

(d) shall always remain subject to the constitutional requirement of affordability.

Section 11

11. Assessment of Financial Means

11.1. Principle

Financial obligations shall be assessed according to the individual circumstances of each member.

11.2. Relevant Considerations

In assessing whether a member is contributing according to his or her means, the Party may consider—

(a) employment status;

(b) income;

(c) business income;

(d) pension income;

(e) investment income;

(f) reasonable living expenses;

(g) number of dependants;

(h) disability;

(i) medical expenses;

(j) educational expenses;

(k) debt obligations;

(l) temporary financial setbacks;

(m) any other objectively relevant circumstance.

11.3. Prohibited Considerations

The following shall not, standing alone, constitute proof of financial ability—

(a) political status;

(b) popularity;
(c) educational qualifications;
(d) race;
(e) gender;
(f) religion;
(g) age;
(h) rumours or speculation concerning wealth.

11.4. Evidential Standard

Any assessment of financial means shall be based upon objective information and not upon assumptions, conjecture or personal opinion.

11.5. Confidentiality

Information provided by members concerning their financial circumstances—
(a) shall be treated as confidential;
(b) shall be used solely for purposes of implementing this Policy;
(c) shall be accessed only by authorised persons;
(d) shall be protected in accordance with applicable law and Party policy.

11.6. Duty of Good Faith

Members requesting reductions or exemptions shall act honestly and disclose material information relevant to the request.

Section 12

12. Financial Hardship, Exemptions and Temporary Relief

12.1. Recognition of Financial Hardship

The Party recognises that members may experience genuine financial hardship.

12.2. Principle

No member shall be disadvantaged merely because he or she is unable, through circumstances beyond his or her control, to provide financial support.

12.3. Grounds for Relief

Financial hardship may arise from, but is not limited to—

(a) unemployment;
(b) retrenchment;
(c) disability;
(d) serious illness;
(e) temporary business failure;
(f) natural disaster;
(g) death of a primary income provider;
(h) excessive medical expenses;
(i) any comparable circumstance recognised by the National Executive Committee.

12.4. Application for Relief

A member seeking relief shall—

(a) submit an application in the prescribed form;
(b) provide sufficient supporting information;
(c) act honestly and in good faith.

12.5. Forms of Relief

Subject to approval, relief may include—

(a) temporary suspension of contributions;
(b) reduced contributions;
(c) deferred contributions;
(d) alternative contribution arrangements;
(e) complete exemption for a specified period.

12.6. Periodic Review

Relief granted under this section may be reviewed periodically to determine whether the circumstances continue to exist.

12.7. Withdrawal of Relief

Relief may be withdrawn where—

(a) the circumstances giving rise to hardship no longer exist;

(b) material information was intentionally withheld;

(c) false information was knowingly provided.

12.8. Procedural Fairness

Before relief is withdrawn—

(a) the affected member shall receive written notice;

(b) reasons shall be provided;

(c) the member shall be afforded a reasonable opportunity to make representations;

(d) a written decision shall be communicated.

Section 13

13. Administration of Financial Support

13.1. Responsibility for Administration

The administration of this Policy shall vest in the National Treasurer-General, subject to the authority and oversight of the National Executive Committee.

13.2. Delegation

The National Treasurer-General may, subject to the approval of the National Executive Committee, delegate administrative functions to—

(a) Provincial Treasurers;

(b) Regional Treasurers;

(c) Branch Treasurers; or

(d) any suitably authorised Party official,

provided that such delegation—

(i) shall be in writing;

(ii) shall clearly define the scope of the delegated authority;

(iii) shall not divest the National Treasurer-General of overall responsibility.

13.3. Duties of the National Treasurer-General

The National Treasurer-General shall—

(a) establish and maintain an efficient system for the administration of financial support;

(b) maintain accurate financial support records;

(c) issue administrative directives necessary for the implementation of this Policy;

(d) monitor compliance;

(e) submit periodic reports to the National Executive Committee;

(f) safeguard confidential financial information;

(g) ensure compliance with applicable legislation governing political party funding and financial administration.

13.4. Duties of Provincial, Regional and Branch Treasurers

Treasurers at every organisational level shall—

(a) encourage compliance with this Policy;

(b) receive and account for authorised contributions;

(c) maintain accurate local records;

(d) submit reports within prescribed timeframes;

(e) cooperate with audits and inspections;

(f) perform any function assigned by the Constitution or this Policy.

13.5. Standardised Administrative Procedures

The National Executive Committee may prescribe standard administrative procedures to ensure the uniform implementation of this Policy throughout the Party.

Section 14

14. Financial Support Register

14.1. Establishment

The Party shall establish and maintain an official Financial Support Register.

14.2. Purpose

The Register shall record—

(a) membership subscriptions;

(b) voluntary financial contributions;

(c) recurring contributions;

(d) approved exemptions;

(e) approved reductions;

(f) approved deferred arrangements;

(g) leadership commitment agreements;

(h) deployed public representative contribution agreements;

(i) any other information necessary for the administration of this Policy.

14.3. Accuracy

Every entry in the Register shall—

(a) be accurate;

(b) be supported by appropriate documentation;

(c) be capable of verification.

14.4. Correction of Errors

Any member may request correction of an inaccurate entry.

The authorised official shall investigate the request and make any necessary correction within a reasonable period.

14.5. Confidentiality

The Register shall not be accessible to the general membership.

Access shall be limited to—

(a) authorised officials;

(b) disciplinary tribunals where necessary;

(c) auditors;

(d) persons authorised by the National Executive Committee;

(e) any person entitled by law.

14.6. Electronic Records

The Register may be maintained electronically, provided adequate safeguards exist to ensure—

(a) integrity;

(b) security;

(c) confidentiality;

(d) recoverability;

(e) auditability.

14.7. Retention of Records

Financial support records shall be retained for the period prescribed by applicable legislation or Party policy, whichever is longer.

Section 15

15. Monitoring, Compliance and Support Measures

15.1. Purpose

The primary objective of compliance monitoring is to encourage voluntary constitutional compliance rather than to punish members.

15.2. Progressive Compliance Model

The Party shall adopt a progressive approach to compliance consisting of—

(a) education;

(b) communication;

(c) engagement;

(d) assistance;

(e) voluntary compliance;

(f) remedial measures;

(g) disciplinary proceedings only where appropriate.

15.3. Annual Compliance Review

The National Treasurer-General shall conduct periodic reviews of compliance and submit reports to the National Executive Committee.

15.4. Support Before Enforcement

Where a member appears to be in default, the Party shall, wherever reasonably practicable—

(a) communicate with the member;

(b) establish the reasons for non-compliance;

(c) determine whether financial hardship exists;

(d) offer appropriate assistance or guidance;

(e) consider alternative arrangements.

15.5. Written Notice

No adverse action shall be taken unless the member has first received written notice—

(a) identifying the alleged non-compliance;

(b) explaining the constitutional obligation;

(c) inviting representations;

(d) allowing a reasonable opportunity to respond.

15.6. Opportunity to Remedy

Where appropriate, members shall be afforded a reasonable opportunity to remedy any non-compliance before disciplinary proceedings are considered.

15.7. Persistent Non-Compliance

Where a member—

(a) deliberately refuses to comply;.

(b) persistently ignores lawful requests;

(c) acts in bad faith;

(d) deliberately frustrates the implementation of this Policy, the matter may be referred to the appropriate constitutional structure for further action.

15.8. Equality of Enforcement

Compliance measures shall be applied uniformly without favour, prejudice, selective enforcement or improper political considerations.

15.9. Protection Against Victimisation

No member shall be intimidated, harassed, victimised or prejudiced—

(a) for requesting relief under this Policy;
(b) for honestly disclosing financial hardship;
(c) for exercising any right afforded by this Policy.

Section 16

16. Non-Compliance and Remedial Measures

16.1. Purpose

The purpose of this section is to promote voluntary compliance with Rule 8.1.3 of the Constitution through corrective and supportive measures before disciplinary action is contemplated.

16.2. Non-Compliance

A member shall be regarded as being in a state of non-compliance where that member—

(a) fails to fulfil a financial obligation imposed by the Constitution, this Policy or a lawful Party resolution;
(b) fails to comply with a Leadership Financial Commitment Agreement;
(c) fails to comply with a Deployment Financial Contribution Agreement;
(d) fails to respond to lawful communications concerning financial obligations;
(e) fails to disclose a material change in financial circumstances where such disclosure is required by this Policy.

16.3. Administrative Nature of Non-Compliance

Non-compliance shall not, of itself, constitute misconduct.

16.4. Remedial Measures

Where non-compliance is identified, the Party shall, wherever reasonably practicable—

(a) notify the member of the alleged non-compliance;

(b) explain the applicable constitutional obligation;

(c) afford the member an opportunity to explain the circumstances;

(d) determine whether genuine financial hardship exists;

(e) consider any application for exemption, reduction or deferment;

(f) provide reasonable time within which to remedy the non-compliance;

(g) encourage voluntary compliance.

16.5. Written Compliance Notice

A written Compliance Notice shall—

(a) identify the obligation allegedly not complied with;

(b) specify the facts relied upon;

(c) invite written representations within a reasonable period;

(d) advise the member of the consequences of continued non-compliance;

(e) inform the member of available internal remedies.

16.6. Compliance Agreements

Where appropriate, the Party and the member may enter into a written Compliance Agreement setting out—

(a) the outstanding obligations;

(b) agreed payment arrangements;

(c) revised contribution commitments;

(d) timeframes for compliance;

(e) monitoring arrangements.

16.7. Compliance Achieved

Where a member remedies the non-compliance within the prescribed period, no disciplinary proceedings shall ordinarily be instituted unless there are aggravating circumstances.

16.8. Persistent Administrative Default

Persistent administrative default, after reasonable opportunities to comply have been afforded, may justify referral in terms of Section 18.

Section 17

17. Financial Misconduct

17.1. General Principle

Financial misconduct consists of conduct that demonstrates a deliberate, dishonest, reckless or bad faith disregard for the financial obligations imposed by the Constitution, this Policy or any lawful agreement entered into under them.

17.2. Acts Constituting Financial Misconduct

Without limiting the generality of subsection 17.1, financial misconduct includes—

(a) wilfully refusing to comply with Rule 8.1.3 of the Constitution without lawful justification;
(b) persistently refusing to honour financial commitments after reasonable opportunities to comply have been afforded;
(c) intentionally providing false or misleading information concerning financial ability;
(d) concealing material financial information for the purpose of avoiding constitutional obligations;
(e) submitting fraudulent documents in support of an exemption or reduction application;
(f) diverting or misappropriating Party funds;
(g) collecting monies on behalf of the Party without authority;
(h) failing to account for monies received on behalf of the Party;
(i) using Party funds for unauthorised purposes;
(j) coercing, intimidating or threatening members to make unauthorised financial contributions;
(k) soliciting personal financial benefit in the name of the Party;

(l) obstructing the lawful administration of this Policy;

(m)interfering with financial records;

(n) destroying, falsifying or altering Party financial records;

(o) conspiring with another person to defeat the implementation of Rule 8.1.3 or this Policy.

17.3. Aggravating Circumstances

The following shall constitute aggravating factors—

(a) where the offender is an office bearer;

(b) where the offender occupies a position of financial trust;

(c) where the misconduct involves public funds;

(d) where substantial financial prejudice is caused to the Party;

(e) repeated misconduct;

(f) abuse of authority;

(g) concealment of misconduct;

(h) obstruction of an investigation.

17.4. Mitigating Circumstances

The following may constitute mitigating factors—

(a) genuine financial hardship;

(b) voluntary disclosure;

(c) restitution made before investigation;

(d) cooperation during investigation;

(e) genuine remorse;

(f) absence of previous misconduct.

17.5. Constitutional Principle

No member shall be found guilty of financial misconduct solely because of genuine inability to contribute financially.

17.6. Burden of Proof

Financial misconduct shall be established only on the basis of credible, relevant and admissible evidence in accordance with the applicable Party disciplinary procedures.

Section 18

18. Investigations and Referral for Disciplinary Action

18.1. Preliminary Assessment

Where there are reasonable grounds to believe that financial misconduct may have occurred, the National Treasurer-General shall conduct or cause to be conducted a preliminary assessment.

18.2. Purpose of Preliminary Assessment

The purpose of the preliminary assessment is to determine—

(a) whether a prima facie case exists;

(b) whether the matter may be resolved administratively;

(c) whether further investigation is necessary;

(d) whether disciplinary referral is justified.

18.3. Appointment of Investigating Officer

The National Executive Committee or an authorised official may appoint an impartial Investigating Officer to investigate alleged financial misconduct.

18.4. Powers of Investigation

Subject to the Constitution and applicable law, an Investigating Officer may—

(a) interview relevant persons;

(b) examine financial records;

(c) inspect supporting documentation;

(d) request written explanations;

(e) prepare an investigation report.

18.5. Rights of the Member

A member who is the subject of an investigation shall—

(a) be informed of the nature of the allegations;
(b) be afforded a reasonable opportunity to respond;
(c) be treated with dignity and fairness;
(d) not be presumed guilty merely because an investigation has commenced.

18.6. Investigation Report

Upon completion of the investigation, the Investigating Officer shall submit a written report setting out—

(a) the allegations;
(b) the evidence considered;
(c) findings of fact;
(d) whether a prima facie case exists;
(e) recommendations.

18.7. Administrative Resolution

Where the report concludes that the matter is capable of administrative resolution, the matter shall be dealt with in accordance with Section 16.

18.8. Referral for Disciplinary Proceedings

Where the report concludes that a prima facie case of financial misconduct exists, the matter may be referred to the appropriate disciplinary structure established under the Constitution.

18.9. Independence of Disciplinary Process

Neither the National Treasurer-General nor the Investigating Officer shall determine the guilt or innocence of the member. Such determination shall be made exclusively by the competent disciplinary body established under the Constitution.

18.10. Protection Against Abuse

No investigation shall be instituted—

(a) for political retaliation;

(b) to settle personal disputes;

(c) for selective enforcement;

(d) in bad faith;

(e) without reasonable grounds.

PART VII

FAIR ADMINISTRATIVE PROCESS, APPEALS AND DISPUTE RESOLUTION

Section 19

19. Rights of Members

19.1. General Principle

Every member affected by the implementation of this Policy shall be entitled to lawful, reasonable and procedurally fair administrative action.

19.2. Equality Before the Policy

Every member shall be equal before this Policy and shall be entitled to equal protection and equal benefit of its provisions.

No member shall be favoured or prejudiced on the basis of—

(a) political influence;

(b) office held;

(c) race;

(d) gender;

(e) religion;

(f) disability;

(g) financial status;

(h) personal relationship; or,

(i) any other arbitrary or unlawful ground.

19.3. Right to Information

Every member shall be entitled to receive sufficient information to understand—

(a) the financial obligation concerned;

(b) the reasons for any administrative decision;

(c) the evidence relied upon;

(d) the procedures available under this Policy.

19.4. Right to be Heard

Before any adverse administrative decision is taken against a member, the member shall be afforded a reasonable opportunity to—

(a) make written representations;

(b) submit relevant documents;

(c) explain his or her financial circumstances;

(d) respond to adverse information.

19.5. Right to Representation

A member appearing before any committee established under this Policy may be assisted by another member of the Party or any representative permitted by the applicable disciplinary procedures.

19.6. Right to Written Reasons

Every member adversely affected by a decision under this Policy shall, upon request, be furnished with written reasons within a reasonable period.

19.7. Right to Confidentiality

Financial information supplied by members shall remain confidential except—

(a) where disclosure is authorised by the member;
(b) where required by law;
(c) where reasonably necessary for disciplinary proceedings;
(d) where authorised by the Constitution.

19.8. Right Against Arbitrary Enforcement

No member shall be subjected to arbitrary, selective or inconsistent enforcement of this Policy.

19.9. Right to Internal Remedies

Every member shall have the right to utilise the internal appeal and review procedures established by the Constitution and this Policy before final administrative action is implemented, unless immediate implementation is authorised by the Constitution.

Section 20

20. Internal Appeals and Reviews

20.1. Right of Appeal

Any member aggrieved by an administrative decision taken under this Policy may appeal to the appropriate constitutional structure of the Party.

20.2. Appealable Decisions

The following decisions may be appealed—
(a) refusal of an exemption;
(b) refusal of a reduction;
(c) refusal of deferred payment arrangements;
(d) withdrawal of hardship relief;
(e) findings relating to administrative non-compliance;
(f) any other administrative decision materially affecting the rights or obligations of a member.

20.3. Time for Appeal

An appeal shall be lodged within the period prescribed by the Constitution or the applicable regulations.

Where no period has been prescribed, the appeal shall be lodged within twenty-one (21) calendar days after notification of the decision.

20.4. Form of Appeal

An appeal shall—

(a) be in writing;

(b) identify the decision appealed against;

(c) state the grounds of appeal;

(d) include supporting documentation where appropriate.

20.5. Grounds of Appeal

Grounds of appeal may include—

(a) error of fact;

(b) error of law;

(c) procedural unfairness;

(d) bias;

(e) irrationality;

(f) disproportionality;

(g) existence of new evidence;

(h) any other recognised ground.

20.6. Powers of the Appeal Authority

The Appeal Authority may—

(a) confirm the decision;

(b) vary the decision;

(c) substitute its own decision;

(d) remit the matter for reconsideration;

(e) make any order necessary to achieve fairness.

20.7. Finality

Subject to the Constitution, the decision of the highest internal appeal authority shall be final within the Party.

Section 21

21. Settlement of Financial Disputes

21.1. Principle

The Party shall encourage the resolution of disputes through dialogue, mediation and internal constitutional processes before resorting to disciplinary proceedings.

21.2. Good Faith

Every member involved in a dispute shall participate honestly and in good faith.

21.3. Informal Resolution

Where appropriate, disputes may first be addressed through—

(a) consultation;

(b) clarification;

(c) negotiated payment arrangements;

(d) mediation.

21.4. Mediation

The National Executive Committee may appoint a suitably qualified mediator to facilitate settlement of any dispute arising under this Policy.

21.5. Settlement Agreement

Any settlement reached shall—

(a) be reduced to writing;

(b) be signed by the parties;

(c) become binding upon signature.

21.6. Failure of Settlement

Where settlement efforts fail, the matter may proceed in accordance with the Constitution and applicable disciplinary procedures.

21.7. No Waiver

Participation in mediation or settlement discussions shall not constitute an admission of misconduct.

PART VIII

GENERAL PROVISIONS

Section 22

22. Regulatory Powers of the National Executive Committee

22.1. Authority

The National Executive Committee may make Regulations, Directives, Practice Notes and Administrative Guidelines necessary for the effective implementation of this Policy.

22.2. Scope

Without limiting subsection 22.1, Regulations may provide for—

(a) contribution schedules;

(b) methods of payment;

(c) hardship application procedures;

(d) administrative forms;

(e) reporting requirements;

(f) electronic payment systems;

(g) financial record keeping;

(h) audit procedures;

(i) any administrative matter necessary to implement this Policy.

22.3. Consistency

Every Regulation made under this section shall—

(a) be consistent with the Constitution;

(b) be consistent with this Policy;.

(c) promote fairness, accountability and transparency.

22.4. Publication

Every Regulation shall be communicated to members through official Party communication channels.

22.5. Legal Status

Regulations made under this section shall have binding effect upon members to the extent that they are consistent with the Constitution and this Policy.

Section 23

23. Transitional Arrangements

23.1. Existing Members

Every person who is a member immediately before the commencement of this Policy shall remain a member subject to this Policy.

23.2. Existing Office Bearers

Every office bearer shall, within the period determined by the National Executive Committee, comply with any additional administrative requirements introduced by this Policy.

23.3. Existing Agreements

Any financial support agreement lawfully entered into before the commencement of this Policy shall remain valid to the extent that it is consistent with—

(a) the Constitution;
(b) this Policy;
(c) applicable law.

23.4. Transitional Compliance Period

The National Executive Committee may determine a reasonable transitional period during which members may regularise their financial support arrangements without adverse consequences.

23.5. Existing Exemptions

Existing exemptions shall remain valid until reviewed in accordance with this Policy.

Section 24

24. Repeal, Savings and Commencement

24.1. Repeal

Any previous policy, directive or administrative practice inconsistent with this Policy is repealed to the extent of the inconsistency.

24.2. Savings

Anything lawfully done under a repealed policy shall be regarded as having been done under this Policy unless inconsistent with the Constitution.

24.3. Severability

If any provision of this Policy is declared invalid or unenforceable by a competent authority, such invalidity shall not affect the validity of the remaining provisions, which shall continue in full force and effect.

24.4. Amendment

This Policy may be amended only by resolution of the National Executive Committee, subject to the Constitution.

24.5. Review

The National Executive Committee shall review this Policy periodically to ensure that it remains effective, constitutionally compliant and responsive to the operational needs of the Party.

24.6. Commencement

This Policy shall come into operation on the date on which the constitution was adopted and or determined by the National Executive Committee, as the case may be.

ARISE AFRIKA ARISE INDEPENDENT CONGRESS (AAAIC)

EXPLANATORY MEMORANDUM

TO AAAIC FINANCIAL SUPPORT POLICY, 2025

PREAMBLE

This Explanatory Memorandum accompanies the AAAIC Financial Support Policy, 2026.

It is intended to explain the purpose, objectives and interpretation of the Policy and to provide guidance to members, office bearers, disciplinary bodies and Party structures responsible for its implementation.

This Memorandum does not create legal rights or obligations independent of the Constitution or the Financial Support Policy.
Where any inconsistency exists between this Memorandum and the Constitution or the Policy, the Constitution shall prevail, followed by the Policy.

PART I

PURPOSE OF THE POLICY

The Financial Support Policy gives practical effect to Rule 8.1.3 of the Constitution.

The Constitution establishes the legal duty.
The Policy establishes the administrative framework.
The Memorandum explains how both should be interpreted.
The Policy therefore does not introduce a new constitutional obligation.

It merely provides the mechanism through which the constitutional obligation is implemented fairly and consistently.

WHY RULE 8.1.3 EXISTS

Every political party requires financial resources in order to—

(a) establish branches;
(b) recruit members;
(c) conduct voter education;
(d) register candidates;
(e) contest elections;
(f) maintain offices;
(g) train leaders;
(h) conduct community programmes;
(i) comply with electoral legislation.

Without sustainable funding, the constitutional objectives of the Party cannot be achieved.

Accordingly, Rule 8.1.3 recognises that membership carries both rights and responsibilities.

Financial support is one such responsibility.

THE PHILOSOPHY OF THE RULE

The Rule is based upon five constitutional principles.

(a) Shared Ownership

The Party belongs collectively to its members.
Its sustainability is therefore a shared responsibility.

(b) Collective Responsibility

No individual should be expected to carry the financial burden of building the Party alone.
Every member contributes according to his or her means.

(c) Leadership by Example

Leadership is service.

Persons accepting leadership positions voluntarily accept greater organisational responsibilities.

Those responsibilities include setting the example in supporting the Party financially.

(d) Financial Independence

Political independence depends upon financial independence.

The greater the Party's reliance upon its own members, the less vulnerable it becomes to undue external influence.

(e) Ubuntu

Members support one another.

Members who are financially able assist in building the organisation.

Members experiencing hardship are treated with dignity and compassion.

The Policy therefore balances accountability with humanity.

PART II

INTERPRETATION OF "WITHIN THEIR MEANS"

This phrase is central to Rule 8.1.3.

It must never be interpreted as meaning—

"*Every member must contribute the same amount*."

Nor does it mean—

"*Failure to pay automatically constitutes misconduct*."

Instead, the phrase requires an objective assessment of the member's financial circumstances.

Relevant considerations include—

(a) income;

(b) employment;

(c) pension;

(d) disability;

(e) dependants;

(f) medical expenses;

(g) education expenses;

(h) financial hardship;
(i) exceptional circumstances.

Accordingly—

A wealthy member may reasonably be expected to contribute more than a student.

A Member of Parliament may reasonably contribute more than an unemployed branch activist.

A pensioner may reasonably contribute less than a business owner.

The constitutional principle is therefore **equity**, not **uniformity**.

WHAT THE RULE DOES NOT AUTHORISE

Rule 8.1.3 should never be interpreted as authorising—

(a) arbitrary financial demands;
(b) punishment of poor members;
(c) discrimination against unemployed persons;
(d) selective enforcement;
(e) financial victimisation;
(f) unequal treatment;
(g) compulsory payments beyond a member's means.

Any implementation inconsistent with these principles would undermine both the Constitution and this Policy.

PART III

WHY LEADERS HAVE GREATER RESPONSIBILITIES

Leadership within AAAIC is voluntary.
No member is compelled to seek election to office.
A member who voluntarily accepts leadership also accepts the additional responsibilities attached to leadership.

Those responsibilities include—

(a) organisational accountability;

(b) fundraising;

(c) mobilisation of resources;

(d) financial stewardship;

(e) personal example.

The enhanced obligations imposed upon leaders are therefore justified by—

(a) the trust placed in them;

(b) their influence within the Party;

(c) the responsibilities they voluntarily assume.

This principle is consistent with recognised standards of good governance.

DEPLOYED PUBLIC REPRESENTATIVES

Public representatives occupy a unique constitutional position.

Their election or appointment is made possible through—

(a) Party support;

(b) Party campaigning;

(c) Party resources;

(d) Party members;

(e) Party funding.

It is therefore constitutionally appropriate for deployed public representatives to enter into separate Deployment Agreements regulating—

(a) accountability;

(b) reporting;

(c) financial contributions;

(d) ethical obligations;

(e) recall mechanisms.

Such agreements do not replace the Constitution.
They implement it.

PART IV

WHY THE POLICY DISTINGUISHES BETWEEN NON-COMPLIANCE AND MISCONDUCT

This distinction is one of the most important safeguards in the Policy.

A member may fail to contribute because—

(a) he has lost employment;
(b) she has become ill;
(c) disability prevents earning an income;
(d) business has failed;
(e) family circumstances have changed.

Such situations require assistance rather than punishment.

Misconduct arises only where there is deliberate, dishonest or bad-faith conduct, such as fraud, deception, obstruction or persistent refusal to honour constitutional obligations despite having the means to do so.

This distinction ensures that the Policy promotes compliance before discipline and fairness before sanction.

LEADERSHIP FINANCIAL COMMITMENT AGREEMENT

DEED OF COMMITMENT

PREAMBLE

WHEREAS ARISE AFRIKA ARISE INDEPENDENT CONGRESS ("AAAIC") is founded upon the constitutional principles of accountability, servant leadership, solidarity, Ubuntu, fairness and responsible governance;

AND WHEREAS Rule 8.1.3 of the Constitution imposes upon every member a constitutional obligation to support the Party financially according to his or her means;

AND WHEREAS persons accepting positions of leadership voluntarily assume responsibilities that exceed those applicable to ordinary members;

AND WHEREAS the Party considers financial sustainability to be an essential element of organisational independence, democratic accountability and effective political participation;

NOW THEREFORE the Parties record their mutual rights and obligations as follows—

PART I

INTERPRETATION

1. **Clause 1**

For purposes of this Agreement—
"Constitution" means the Constitution of **ARISE AFRIKA ARISE INDEPENDENT CONGRESS.**
"Financial Support Policy" means the AAAIC Financial Support Policy as amended from time to time.

"Leader" means the person executing this Agreement.
"Party" means ARISE AFRIKA ARISE INDEPENDENT CONGRESS.
"Office" means the leadership position accepted by the Leader.
"Leadership Commitment" means the obligations undertaken in this Agreement.

Unless inconsistent with this Agreement, all definitions contained in the Constitution and Financial Support Policy shall apply.

PART II

ACKNOWLEDGEMENT

2. Clause 2

I acknowledge that—

2.1. I have voluntarily accepted nomination, election or appointment to leadership within AAAIC.
2.2. I have received and read—
(a) the Constitution;
(b) the Financial Support Policy;
(c) all applicable Regulations governing financial support.

2.3. I understand the contents of those documents.

2.4. I have been afforded sufficient opportunity to seek clarification before signing this Agreement.

2.5. I understand that leadership is voluntary.

2.6. I understand that leadership carries enhanced responsibilities.

2.7. I accept those responsibilities freely and without coercion.

PART III

DECLARATION OF CONSTITUTIONAL COMMITMENT

3. Clause 3

I solemnly declare that—

3.1. I shall uphold the Constitution of AAAIC.

3.2. I shall support the financial sustainability of the Party according to my objectively demonstrable financial means.

3.3. I shall lead by personal example.

3.4. I shall encourage compliance by other members.

3.5. I shall never discourage members from supporting the Party financially.

3.6. I shall promote accountability, transparency and ethical financial stewardship.

3.7. I shall protect Party resources from waste, abuse, fraud and corruption.

3.8. I acknowledge that my leadership obligations extend beyond my personal interests and exist for the benefit of the Party and its members.

LEADERSHIP FINANCIAL COMMITMENT AGREEMENT
(DEED OF COMMITMENT AND UNDERTAKING)

PART IV

LEADERSHIP OBLIGATIONS

Clause 4

4. General Leadership Obligations

The Leader undertakes to—

4.1. uphold and defend the Constitution of the Party;

4.2. promote the aims, objects and values of the Party;

4.3. act honestly, faithfully and in good faith;

4.4. discharge all leadership responsibilities diligently;

4.5. place the interests of the Party above personal interests whenever acting in an official capacity;

4.6. demonstrate servant leadership through conduct and personal example.

Clause 5

5. Financial Leadership Obligations

The Leader specifically undertakes to—

5.1. support the Party financially according to his or her objectively demonstrable financial means;

5.2. honour every financial commitment voluntarily accepted under this Agreement;

5.3. encourage lawful financial support by members;

5.4. actively participate in Party fundraising initiatives;

5.5. avoid conduct that discourages members from supporting the Party financially;

5.6. refrain from making public statements that undermine Rule 8.1.3 or the Financial Support Policy;

5.7. immediately notify the Treasurer-General where circumstances materially affect the Leader's ability to honour financial commitments.

Clause 6

6. Fiduciary Obligations

The Leader acknowledges that leadership within AAAIC constitutes a position of trust.

Accordingly, the Leader undertakes—

6.1. to exercise all powers honestly;

6.2. to avoid conflicts of interest;

6.3. not to derive improper personal benefit from Party resources;

6.4. to safeguard Party assets;

6.5. to protect Party finances from misuse;

6.6. to account fully for monies received or administered on behalf of the Party;

6.7. to avoid exposing the Party to unnecessary financial risk.

PART V

LEADERSHIP FINANCIAL COMMITMENT

Clause 7

7. Nature of Commitment

The Leader acknowledges that—

7.1. Rule 8.1.3 creates a continuing constitutional obligation.

7.2. This Agreement records the Leader's voluntary undertaking to fulfil that obligation.

7.3. The amount of financial support shall always be proportionate to the Leader's objectively demonstrable financial means.

7.4. No provision of this Agreement shall require financial support beyond the Leader's reasonable financial ability.

Clause 8

8. Annual Financial Commitment

8.1. Every Leader shall, within thirty (30) days after assuming office, submit a Leadership Financial Commitment Declaration in the prescribed form.

8.2. The Declaration shall specify—

(a) the category of leadership held;
(b) the Leader's proposed financial commitment;
(c) the preferred payment arrangement;
(d) the commencement date.

8.3. The Declaration shall remain confidential.

8.4. The Declaration may be amended whenever the Leader's financial circumstances materially change.

8.5. The Treasurer-General shall acknowledge receipt of every Declaration.

Clause 9

9. Review of Commitment

The Leader may request a review where—

(a) employment has been lost;
(b) disability has occurred;
(c) serious illness exists;
(d) retirement has occurred;
(e) income has materially reduced;
(f) exceptional financial hardship exists.

Pending determination of the review, the Leader shall continue to comply to the extent reasonably possible.

PART VI

DEFAULT

Clause 10

10. Failure to Honour Commitments

A Leader shall not automatically be regarded as having committed misconduct merely because a financial commitment has not been fulfilled.

Instead—

10.1. the Treasurer-General shall first establish the reasons for the apparent default;
10.2. the Leader shall be invited to explain the circumstances;
10.3. financial hardship shall be considered;
10.4. reasonable payment arrangements shall be explored;
10.5. mediation may be undertaken where appropriate.

Clause 11

11. Events Constituting Default

A Leader shall be regarded as being in default only where he or she—

(a) deliberately refuses to honour this Agreement;
(b) knowingly provides false financial information;
(c) fraudulently conceals financial capacity;
(d) repeatedly ignores lawful communications;
(e) deliberately frustrates implementation of this Agreement;
(f) acts in bad faith.

12. Consequences of Default

Where default has been established after compliance with procedural fairness—

12.1. the Leader may receive a written warning;

12.2. the Leader may enter into a Compliance Agreement;

12.3. the matter may be referred for mediation;

12.4. the matter may be referred to the appropriate disciplinary structure established under the Constitution.

12.5. Nothing in this Agreement shall limit the constitutional powers of the Party to suspend, remove, recall or discipline a Leader where the Constitution so permits.

LEADERSHIP FINANCIAL COMMITMENT AGREEMENT
(DEED OF COMMITMENT AND UNDERTAKING)

PART VII

ADMINISTRATION OF THE AGREEMENT

Clause 13

13. Administration

13.1. This Agreement shall be administered by the National Treasurer-General on behalf of the Party.

13.2. The National Treasurer-General shall—

(a) maintain a register of executed Agreements;
(b) record all Leadership Financial Commitment Declarations;
(c) maintain confidentiality of financial information;
(d) monitor compliance with this Agreement;
(e) submit periodic compliance reports to the National Executive Committee.

13.3. The National Treasurer-General shall not vary, amend or waive any provision of this Agreement except where authorised by the National Executive Committee in writing.

Clause 14

14. Confidentiality

14.1. Every financial declaration submitted under this Agreement shall remain confidential.

14.2. Confidential information shall not be disclosed except—

(a) with the written consent of the Office Bearer;
(b) where required by law;
(c) where reasonably necessary for disciplinary proceedings;
(d) where authorised by the Constitution;
(e) for purposes of audit.

14.3. Every person having access to confidential information shall preserve its confidentiality.

Clause 15

15. Amendment of Financial Commitment

15.1. An Office Bearer may apply for amendment of a financial commitment where there has been a material change in financial circumstances.

15.2. The application shall—

(a) be in writing;
(b) state the reasons;
(c) include supporting information where reasonably necessary.

15.3. Pending determination of the application, the previous commitment shall remain applicable to the extent reasonably possible.

PART VIII

GENERAL PROVISIONS

Clause 16

16. No Waiver

Failure by the Party to enforce any provision of this Agreement shall not constitute a waiver of its rights.

Clause 17

17. Good Faith

The Parties undertake to implement this Agreement—

(a) honestly;

(b) reasonably;

(c) fairly;

(d) consistently;

(e) in accordance with the Constitution.

Clause 18

18. Entire Agreement

This Agreement shall be read together with—

(a) the Constitution;

(b) the Financial Support Policy;

(c) the Leadership Policy;

(d) any applicable Regulations;

(e) any approved Leadership Financial Commitment Declaration.

In the event of inconsistency—

(a) the Constitution shall prevail;

(b) thereafter the Financial Support Policy;

(c) thereafter this Agreement;

(d) thereafter Regulations;

(e) thereafter administrative directives.

Clause 19

19. Dispute Resolution

Any dispute arising from this Agreement shall be resolved in accordance with—

(a) the Constitution;

(b) the Party's Disciplinary Policy;

(c) the Party's Dispute Resolution Policy;

(d) any mediation process approved by the National Executive Committee.

Clause 20

20. Governing Law

This Agreement shall be governed by—

(a) the Constitution of AAAIC;

(b) the laws of the Republic of South Africa.

Clause 21

21. Commencement

This Agreement becomes effective with effect from 05th February 2025 which is the date immediately after the Independent Electoral Commission of South Africa (IEC) has accepted and approved the constitution of the party for registration as a political party..

EXECUTION

PARTY

For and on behalf of **ARISE AFRIKA ARISE INDEPENDENT CONGRESS**

Name: _____

Office Held: _____

Identity Number: _____

Signature: _____

Date: _____

OFFICE BEARER

I acknowledge that—

(a) I have read this Agreement.
(b) I understand its contents.
(c) I have been afforded an opportunity to seek clarification.
(d) I sign it voluntarily.
(e) I agree to be bound by its provisions.

Name: _____

Office Held: _____

Identity Number: _____

Signature: _____

Date: _____

WITNESS 1

Name: _____

Office Held: _____

Identity Number: _____

Signature: _____

Date: _____

WITNESS 2

Name: _____

Office Held: _____

Identity Number: _____

Signature: _____

Date: _____