



NKOWANKOWA ECONOMIC RENEWAL INITIATIVE

NPC: 2026/531180/08 | Tax: 9003946341

NERI BUSINESS FORUM CHARTER

Ref: NERI/BF/CHA/001/2026 | Date: 07 July 2026

1. ESTABLISHMENT AND LEGAL STATUS

1.1 The NERI Business Forum ("the Forum") is established under the authority of the Board of Directors of NKOWANKOWA ECONOMIC RENEWAL INITIATIVE (NERI), as approved by Board Resolution dated 07 July 2026.

1.2 The Forum is not a separate legal entity. It is a programme of NERI with its own governance and reporting structure operating under NERI's MOI, Constitution, and policies.

1.3 The Forum operates in alignment with the B-BBEE Act 53 of 2003 (as amended), the Companies Act 71 of 2008, and the Constitution of the Republic of South Africa.

1.4 No member of the Forum shall hold themselves out as having authority to bind NERI or any other Forum member contractually unless expressly authorised in writing by the NERI CEO.

2. OBJECTIVES

The objectives of the Forum are:

1. To mobilise business resources for youth economic empowerment and community development in Greater Tzaneen Municipality
2. To create a structured platform for CSI/CSR coordination, aggregation, and impact measurement
3. To facilitate B-BBEE compliance partnerships between businesses, NERI, and youth SMMEs
4. To promote local procurement and enterprise development for youth-owned businesses and co-operatives
5. To establish a skills-secondment and workforce donation programme
6. To convene an annual Business Social Compact Summit to recognise contributors and set annual targets
7. To support the development and maintenance of the NERI Youth Infrastructure Fund

3. MEMBERSHIP

3.1 Membership of the Forum is open to:

(a) Registered businesses operating in or serving Greater Tzaneen Municipality; (b) Business chambers, industry associations, and professional bodies; (c) State-owned enterprises with CSI or B-BBEE obligations; (d) International companies with local operations.

3.2 Membership is granted upon acceptance of a written application, payment of the prescribed membership fee (if any), and signature of the Business Forum Membership Agreement.

3.3 NERI reserves the right to reject any application without providing reasons.

4. MEMBERSHIP TIERS AND CONTRIBUTIONS

Tier	Annual Turnover	Annual Contribution	B-BBEE Benefit
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Platinum	>R50 million	R100,000	SED + ED points
Gold	R10m – R50m	R50,000	SED points
Silver	R1m – R10m	R15,000	SED points
Bronze	<R1m	R5,000	SED points
Associate	N/A (Non-business)	Free	N/A

4.1 All contributions are directed to the NERI Youth Infrastructure Fund, a designated account ring-fenced for youth precincts, sports facilities, digital labs, and enterprise incubators.

4.2 Contributors shall receive a B-BBEE Section 18A tax certificate for monetary contributions, mayoral recognition at the Annual Summit, and acknowledgement on the NERI website and social media.

4.3 Membership fees are non-refundable except at the sole discretion of the Board.

5. GOVERNANCE

5.1 The Forum is governed by a Steering Committee comprising: (a) The NERI CEO (Chairperson of the Forum); (b) Up to five (5) business representatives elected by Forum members; (c) The NERI General Secretary (Secretary of the Forum).

5.2 The Steering Committee shall meet at least quarterly.

5.3 An Annual General Meeting of all Forum members shall be held before 31 October each year.

5.4 The Forum shall report annually to the NERI Board on activities, financial performance, and impact.

6. PROGRAMME PILLARS

6.1 Youth Infrastructure Fund

Pooled contributions from members fund youth precincts, sports facilities, digital skills labs, and light industrial incubators. All expenditures approved by the Steering Committee.

6.2 Skills Secondment Programme

Professionals from member businesses donate 1-2 days per month to mentor SMMEs, train youth, or audit co-operatives. Secondment is at the cost of the donating business.

6.3 Local Procurement Programme

Member businesses commit to sourcing goods and services from GTM-based SMMEs and co-operatives where competitive. Monthly procurement data may be requested for impact reporting.

6.4 B-BBEE Compliance Support

NERI assists member businesses with B-BBEE scorecard compilation, skills development planning, and enterprise development beneficiary identification.

6.5 Annual Social Compact Summit

A mayoral-endorsed event showcasing collective impact, recognising top contributors, and setting annual targets for the following year.

6.6 CSI Aggregation Model

Multiple businesses may combine CSI budgets to fund larger, higher-impact community projects that no single business could fund alone.

7. LIABILITY AND INDEMNITY

7.1 NERI shall not be liable for any loss, damage, cost, or expense incurred by any Forum member arising from or in connection with their participation in Forum activities, except to the extent caused by the gross negligence or fraud of NERI.

7.2 Forum members participate in Forum activities entirely at their own risk.

7.3 Each Forum member indemnifies and holds harmless NERI, its Directors, officers, employees, and agents against all claims, demands, actions, proceedings, costs, and expenses arising from the member's participation in Forum activities.

8. CONFIDENTIALITY

8.1 Forum members may receive confidential information about NERI's programmes, beneficiaries, and financial operations. Such information shall not be disclosed to third parties without the prior written consent of NERI.

8.2 This confidentiality obligation survives termination of membership.

9. TERMINATION OF MEMBERSHIP

9.1 A member may withdraw from the Forum by giving 30 days' written notice. Membership fees are non-refundable upon withdrawal.

9.2 NERI may terminate a member's participation: (a) if the member fails to pay the prescribed contribution within 60 days of the due date; (b) if the member acts in a manner that brings NERI or the Forum into disrepute; (c) upon dissolution or insolvency of the member.

9.3 A member facing termination shall be given 14 days' written notice and an opportunity to make representations.

10. DISPUTE RESOLUTION

10.1 Disputes between NERI and a Forum member shall first be referred to the Steering Committee for resolution.

10.2 Failing resolution within 30 days, the dispute shall be referred to mediation. If mediation fails, the dispute shall be finally settled by arbitration in terms of the Arbitration Act 42 of 1965.

10.3 The arbitration shall be held in Tzaneen and conducted in English. The arbitrator's decision shall be final and binding.

11. GENERAL PROVISIONS

11.1 This Charter does not create a partnership, joint venture, agency, or employment relationship between NERI and any Forum member.

11.2 This Charter shall be governed by and construed in accordance with the laws of the Republic of South Africa.

11.3 NERI reserves the right to amend this Charter. Members shall be given at least 30 days' notice of material amendments.

11.4 If any provision is found invalid, the remaining provisions continue in full effect.

11.5 This Charter was approved by the NERI Board of Directors on 07 July 2026 and shall be reviewed annually.

APPROVED BY THE NERI BOARD OF DIRECTORS

Amen Kwetsimani Clive Phambane
Chairperson & Public Officer

Dion Nkuna
Deputy Chairperson & CEO

Areka Logan Khosa
General Secretary & Projects Mgr



Date: _____

Date: _____

Date: _____