

Manyame–Chitungwiza (Declaration of Joint Committee) (Braemar, Longlands, Cawdor, Edinburg, Tantallon and Dunnotta, Notice, 2021

THE Minister of Local Government and Public Works, in terms of section 83 of the Rural District Councils Act [*Chapter 29:13*] as read with section 224 of the Urban Councils Act [*Chapter 29:15*], hereby makes the following notice:—

*Title*

1. This notice may be cited as the Manyame–Chitungwiza (Declaration of Joint Committee) (Braemar, Longlands, Cawdor, Edinburg, Tantallon and Dunnottar) Notice, 2021.

*Establishment of the Committee*

2. (1) The Manyame–Chitungwiza Joint Committee is hereby established.

(2) The committee shall be a body corporate, capable of suing and being sued in its corporate name.

(3) The Agreement set out in the Schedule shall regulate the joint committee.

SCHEDULE

*Preamble*

Whereas by virtue of Resolutions number F.C179/2019 dated 31st January, 2019, by Chitungwiza Municipality and Manyame Rural District Council and number 454th ordinary council minutes dated 5th April, 2020, the parties have resolved to participate in the joint management of the following farms namely: Braemar, Longlands, Cawdor, Edinburg, Tantallon and Dunnottar, it is now agreed as follows:

*Areas of joint interest*

1. The area to be jointly managed is Braemar, Longlands, Cawdor, Edinburg, Tantallon and Dunnottar farms situated in Ward 9 in the district of Seke in between the area administered by Chitungwiza Municipality and that administered by Manyame Rural District Council.

*Interpretation*

2. In this notice—

“the agreement” means this agreement;

“business day” means any day other than Saturday or Sunday or public holiday in Zimbabwe;

“joint committee” means the committee made up of the members as appointed from time to time in terms of section 224 of the Urban Councils Act [*Chapter 29:15*], and section 83 of the Rural District Councils Act [*Chapter 29:13*].

*Objectives of the committee*

3. The objective of the committee shall be the development of the Braemar, Longlands, Cawdor, Edinburg, Tantalton and Dunnottar farms.

*Appointment of committee members*

4. Each party will appoint or second three (3) members from its councillors or members to the joint committee as provided for in the Urban Councils Act [*Chapter 29:15*], and or Rural District Councils Act [*Chapter 29:13*]:

Provided that the rural district council may appoint additional institutional members in terms of section 83 of the Rural District Councils Act [*Chapter 29:13*].

*Tenure of office of the Committee*

5. (1) The committee shall hold office during their office tenure periods as provided in section 226 of the Urban Councils Act [*Chapter 29:15*], and section 85 of the Rural District Councils Act [*Chapter 29:13*].

(2) The committee shall elect the Chairperson at their first meeting who shall hold office for twelve (12) months—and the office of the Chairperson shall be alternated between the three (3) parties. The Chairperson shall have a casting vote should there be a tie amongst the joint committee.

*Functions and powers of the committee*

6. The committee shall have similar competences as provided in the Second Schedule and Third Schedule of the Urban Councils Act [*Chapter 29:15*] and any other that councils can lawfully execute.

*Expenses*

7. The parties shall share the expenses equally between themselves and in terms of section 224(4) of the Urban Councils Act.

*Costs*

8. The parties shall jointly bear the costs incurred and incidental to the negotiation, preparation, execution and implementation of this Agreement.

*General*

9. (1) This agreement constitutes the sole record of the agreement amongst the Parties in regard to the subject matter thereof and supersedes all prior agreements amongst the parties or any of them in regard to the subject matter thereof.

(2) If any provision of this agreement is held or found to be invalid or unenforceable or contrary to the provisions of any law, such provision shall be deemed to have been severed from this Agreement and to pro non script:

Provided that all of the remaining terms of this Agreement shall continue to be of full force and effect and to bind the Parties.

(3) The provisions of this agreement shall be binding upon the successors-in-title and assigns of the parties. Accordingly, the rights and obligations of each party arising out of or pursuant to this agreement shall devolve upon and bind its legal personal representatives, successors-in-title and permitted assigns.

*Applicable law and jurisdiction*

10. This agreement is subject to the Laws of Zimbabwe.