



DRAFT 1.3 FOR CONSULTATION AND ADOPTION
HARARE, AUGUST 2026

ZIMBABWE E-HAILING ASSOCIATION

Constitution

of the Zimbabwe E-hailing Association



Preamble

WHEREAS Government-led stakeholder engagement in August 2026 asked Zimbabwe's e-hailing and platform-mobility operators to organise the industry and present a self-regulation position;

AND WHEREAS the sector's operators, fleet partners, driver-partners and associates have resolved to constitute a voluntary industry association through which they adopt, at their own cost and ahead of formal regulation, enforceable standards of safety, accountability, data protection and fiscal cooperation;

NOW THEREFORE the founding members adopt this Constitution as the supreme governing instrument of the Zimbabwe E-hailing Association.

Article 1: Name, Status and Legal Character

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- 1.1** The name of the association is the Zimbabwe E-hailing Association, abbreviated as ZEHA (“the Association”).
- 1.2** The Association is a voluntary, non-profit-making industry association constituted by its members under this Constitution. It is intended to operate as a common-law universitas with perpetual succession and legal personality distinct from its members, capable of suing and being sued in its own name, and of acquiring, holding and alienating property, subject to any registration or statutory form required by Zimbabwean law.
- 1.3** The Association is not formed for gain. No income or asset of the Association may be distributed to any member or office bearer except as reasonable remuneration for services rendered or reimbursement of expenses properly incurred.
- 1.4** The registered office and principal place of business of the Association shall be in Harare, or such other place in Zimbabwe as the Executive Board may determine.
- 1.5** Within ninety days after adoption, the Executive Board shall obtain a written opinion from independent Zimbabwean counsel on the Association's optimal legal form and all registration, tax and regulatory filings. Any continuation or conversion as a company limited by guarantee or other statutory non-profit body preserves the Association's identity, assets, obligations, membership and Founder Stewardship provisions, and requires both a Special Resolution and Founder Reserved Approval.

Article 2: Definitions and Interpretation

- 2.1** In this Constitution, unless the context otherwise requires:
- (a) **“the Code”** means the ZEHA Code of Conduct adopted under Article 6, as amended from time to time, including the Driver Code of Conduct annexed to it;
 - (b) **“Category A”, “Category B”, “Category C” and “Category D”** mean the membership categories established by Article 5;

- (c) **“Compliance Committee”** means the committee established under Article 12;
- (d) **“the Disciplinary Procedure”** means the ZEHA Disciplinary and Grievance Procedure adopted under Article 12;
- (e) **“Driver Verification Standard”** means the uniform driver verification standard prescribed by the Code;
- (f) **“good standing”** means membership that is current in subscriptions, compliant with the continuing conditions of its category, and not under suspension;
- (g) **“the Ombudsman”** means the independent Ombudsman appointed under Article 13;
- (h) **“the Register”** means the register of members maintained under Article 5.8;
- (i) **“Special Resolution”** means a resolution approved by not less than seventy-five per cent of all Category A members in good standing, whether voting in person, by proxy or by authenticated written ballot, after not less than twenty-one days' written notice specifying the proposed resolution;
- (j) **“the Shared Safety Registry”** means the inter-member registry established under Article 14.
- (k) **“the Board” or “Executive Board”** means the governing body established by Article 9;
- (l) **“Founder Nominee”** means a person appointed in writing by the Founding President to a reserved Board seat or to exercise a specified founder function during a temporary absence;
- (m) **“Founder Reserved Approval”** means the prior written approval of the Founding President, or of the Founder and Patron after the Protected Founder Term, for a Founder Reserved Matter under Article 9.14;
- (n) **“Founder Reserved Matter”** means a matter listed in Article 9.14;
- (o) **“Founding General Counsel”** means the legal practice designated and accepting office in the Founding Member Signature Schedule under Article 11A;

- (p) “Founding President” means the individual identified and accepting office in the Founding Member Signature Schedule under Article 9;
 - (q) “Independent Function” means a decision, investigation, audit, appeal or complaint function of the Compliance Committee, an Appeal Panel or the Ombudsman; and
 - (r) “Protected Founder Term” means the period of five years beginning on the date this Constitution is adopted.
 - (s) “Operating Zone” means one of the ten provinces in section 267 of the Constitution of Zimbabwe and recorded as a driver’s administrative and reporting base;
 - (t) “Intercity Endorsement” means the supplementary or exclusive permission status prescribed by the Code for pre-booked trips between provinces.
- 2.2** Headings are for convenience only. The singular includes the plural and vice versa. References to statutes are to the statutes of Zimbabwe as amended or replaced.

Article 3: Objects

3.1 The objects of the Association are:

- (a) to promote, standardise and self-regulate app-based passenger transport, delivery and logistics, platform payments, and related on-demand digital services in Zimbabwe;
- (b) to represent the sector in engagements with the Government of Zimbabwe, regulators, local authorities and other stakeholders, and to serve as the recognised industry counterpart for the e-hailing and platform mobility sector;
- (c) to protect passengers, drivers and the public through enforceable industry standards, including the Code, the Driver Verification Standard and the Shared Safety Registry;
- (d) to maintain and publish a public register of members in Categories A and B;
- (e) to promote full compliance by members with the laws of Zimbabwe, including the Cyber and Data Protection Act [Chapter 12:07],

the Consumer Protection Act [Chapter 14:44] and all applicable fiscal legislation;

- (f) to promote driver welfare, training and formalisation, including through a Drivers Council;
- (g) to provide accessible dispute resolution through the Ombudsman; and
- (h) to do all such lawful things as are incidental or conducive to the attainment of these objects.

Article 4: Powers

- 4.1 The Association may, in furtherance of its objects: enter into contracts; open and operate bank accounts; employ staff and engage a secretariat; levy and collect subscriptions and prescribed fees; commission audits, research and legal services; establish committees, councils and chapters; affiliate with national, regional and international bodies; accept grants and sponsorships that do not compromise its independence; and acquire, hold and dispose of property.
- 4.2 The Association shall take no position on commercial competition between members. Nothing in this Constitution or the Code authorises the coordination of prices, the allocation of markets, or any conduct contrary to the Competition Act [Chapter 14:28].

Article 5: Membership

5.1 Categories

- 5.1.1 Membership comprises four categories:
 - (a) **Category A: Platform Operators.** Companies operating a digital platform matching passengers or customers to drivers or couriers in Zimbabwe. Full voting members.
 - (b) **Category B: Fleet Partners and Vehicle Owners.** Companies or individuals owning or managing vehicles operated on member platforms. Non-voting, with a seat on the Standards Committee.

- (c) **Category C: Driver-Partners.** Individual drivers and couriers operating on member platforms, affiliated through their platform's compliance with the Driver Verification Standard, with the option of direct individual affiliation, and represented through the Drivers Council.
- (d) **Category D: Associate Members.** Insurers, banks and financiers, training providers, technology vendors, academic institutions and driver representative bodies with a legitimate interest in the sector. Non-voting.

5.2 Conditions of admission and continuing conditions

- 5.2.1 Admission to each category is against the published, objective criteria set out in the Code and summarised below. Every admission requirement is also a continuing condition of membership, and failure to maintain any of them is a disciplinary matter under Article 12.
- 5.2.2 Category A members must maintain all published admission and continuing conditions, including Zimbabwean corporate registration, applicable ZIMRA registration and tax clearance, data-controller licensing, a local settlement account, the Driver Verification Standard, safety and insurance controls, published deactivation and consumer-complaint procedures, the Shared Safety Registry, and monthly aggregate reporting under Article 16.
- 5.2.3 **Category B members must maintain:** business registration or national identity documentation; ZIMRA registration where thresholds apply; registration of every vehicle with the Central Vehicle Registry with a current certificate of fitness and current ZINARA licensing; insurance for every vehicle meeting the Code minimums; written driver agreements reflecting the driver welfare minimums; and a signed copy of the Code.
- 5.2.4 Category C members must maintain the Driver Verification Standard, a current ZEHA ID, one primary provincial operating zone and, for inter-province work, either a supplementary intercity endorsement or exclusive intercity registration. The zone is an administrative classification, not an exclusive market allocation.
- 5.2.5 **Category D members must maintain** proof of registration in their own sector, a declared interest statement, and a signed copy of the Code.

5.3 Admission process

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- 5.3.1 Application is made to the Secretariat in the prescribed form with the prescribed supporting documents. The Secretariat verifies the application against the published criteria and refers it to the Executive Board, which shall admit every applicant that meets the criteria of its category. Admission is a gateway and shall never operate as a barrier to legitimate competition.
- 5.3.2 The Executive Board shall determine every application within thirty days of receipt of a complete application, and shall give written reasons for any refusal. A refused applicant may appeal to the Compliance Committee, whose decision is final within the Association.
- 5.3.3 Every member is assigned a registration number in the form ZEHA-[category]-[sequence] upon admission.

5.4 Subscriptions

- 5.4.1 Members pay the annual subscription prescribed for their category in the First Schedule, as reviewed annually by the Executive Board and published with the audited accounts. Subscriptions shall be proportionate, so that compliance remains affordable at every level of the sector.
- 5.4.2 A member whose subscription is more than sixty days in arrears ceases to be in good standing; more than one hundred and eighty days in arrears, membership lapses, subject to reinstatement on payment on terms set by the Executive Board.

5.5 Cessation of membership

- 5.5.1 Membership ceases on: written resignation; lapse under Article 5.4.2; expulsion under the Disciplinary Procedure; dissolution or deregistration of a corporate member; or death of an individual member.
- 5.5.2 Cessation does not extinguish accrued obligations, including outstanding subscriptions, cooperation with pending disciplinary or Ombudsman processes, and obligations of confidentiality.

5.6 Rights of members

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- 5.6.1 Voting on Association positions and elections rests with Category A members in good standing, one vote per member, together with the Founding President's personal vote under Article 8.5. The Founding President's vote does not create an additional vote for any Category A member represented by that person.
- 5.6.2 Category B members hold a seat on the Standards Committee. Category C members are represented through the Drivers Council. Category D members may serve on technical committees. All members in good standing may attend general meetings and speak.
- 5.6.3 Only members in good standing may display the ZEHA Registered mark, in the manner prescribed by the Executive Board.

5.7 Foreign-owned operators

- 5.7.1 Foreign-owned platforms are welcome in the Association on terms identical to local operators, subject to the same admission and continuing conditions, including local incorporation or external company registration, local banking and fiscal compliance.

5.8 The Register

- 5.8.1 The Secretariat maintains a register of all members. The register of Categories A and B is public and shows corporate identity, responsible officers, tax registration status, data controller licence status, insurance arrangements and compliance standing. The Register shall be available to the Office of the President and Cabinet, the Ministry of Transport and Infrastructural Development, local authorities, the Zimbabwe Republic Police and the public.

Article 6: The Code of Conduct

- 6.1 The Association adopts the ZEHA Code of Conduct as the binding statement of the standards members observe. The Code is set out in the Second Schedule and forms part of this Constitution.
- 6.2 Every member signs the Code at admission. By signature, the member submits by contract to the Code, to the jurisdiction of the Compliance Committee and

the Ombudsman, and to the sanctions ladder in the Disciplinary Procedure.

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- 6.3** The Code may be amended only by Special Resolution, after consultation with the Standards Committee and Drivers Council. No amendment may weaken a protection required by Zimbabwean law, compromise an Independent Function, or alter a Founder Reserved Matter without Founder Reserved Approval.

Article 7: Organs of the Association

- 7.1** The organs of the Association are: the general meeting of members; the Founding President; the Executive Board; the Founding General Counsel and Board Secretary; the Drivers Council; the Standards Committee; the Compliance Committee; the Ombudsman; and the Secretariat.

Article 8: General Meetings

- 8.1** An annual general meeting shall be held once in each calendar year, not more than fifteen months after the preceding one, to receive the audited accounts and annual report, elect the non-reserved Board seats, appoint the auditor, set the broad direction of the Association, and transact any other notified business. The Founding President's office and reserved Board seat are not elective offices.
- 8.2** A special general meeting shall be convened by the Executive Board on its own resolution, on the written direction of the Founding President during the Protected Founder Term, or within twenty-one days of a written requisition by not less than one-third of Category A members in good standing.
- 8.3** Not less than fourteen days' written notice of a general meeting (twenty-one days where a Special Resolution is proposed) shall be given to all members, specifying the business. Notice may be given by email.
- 8.4** The quorum for a general meeting is one-half of Category A members in good standing, present in person or by proxy. During the Protected Founder Term, the Founding President or a Founder Nominee must also be present unless the Founding President waives that requirement in writing for the specified meeting. If no quorum is present within one hour, the meeting stands adjourned for seven days; at the adjourned meeting at least one-third of Category A

members in good standing, never fewer than two where two exist, and the applicable founder presence or waiver remain required.

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- 8.5** Save where this Constitution requires a Special Resolution or Founder Reserved Approval, questions are decided by simple majority of the votes cast by Category A members. The Founding President chairs general meetings, holds one deliberative vote in that office and has a casting vote where votes are equal. Voting is by show of hands unless a poll is demanded. Members may appoint proxies in writing. Meetings may be held in person, by video conference, or both.
- 8.6** Representatives of the Drivers Council, Standards Committee and Category D members attend general meetings with the right to speak but not vote.

Article 9: Founding President and Executive Board

- 9.1** The office of Founding President is established as the Association's founding executive and stewardship office. The individual identified and accepting office in the Founding Member Signature Schedule is appointed Founding President and Executive Chairperson on adoption of this Constitution.
- 9.2** The Founding President serves for the Protected Founder Term and is not subject during that term to election, rotation, term limits, loss of a member representative position, or removal except under Article 9.10. At the end of that term, the holder continues as Founder and Patron with a voting Board seat and the continuing core reserved rights stated in Article 9.14.
- 9.3** The Founding President provides strategic and institutional leadership; chairs the Board and general meetings; approves their agendas; serves as principal spokesperson in engagements with government and national institutions; safeguards the Association's mandate, identity, intellectual property and institutional relationships; nominates the Secretary-General or chief executive for Board ratification; and supervises execution of approved strategy. These powers do not extend to an Independent Function.
- 9.4** The Executive Board comprises up to nine voting members: the Founding President; two Founder Nominees; up to three Category A representatives; one Drivers Council representative; one joint Categories B and D representative; and one independent finance, audit or governance director. Founding General

Counsel holds a guaranteed non-voting advisory seat with notice, papers, attendance and speech, subject to Article 11A.

- 9.5** Elected Board members serve two-year terms and may serve not more than three consecutive terms in the same office. Founder Nominees serve at the pleasure of the Founding President, subject to written appointment and removal notices recorded by the Board Secretary. A vacancy does not invalidate the Board while at least six voting seats are filled, including the Founding President or a Founder Nominee during the Protected Founder Term.
- 9.6** The Executive Board implements general meeting resolutions; admits members under Article 5.3; prescribes forms and procedures; appoints and oversees the Secretariat; prepares the annual budget and reviews subscriptions; ratifies the Secretary-General or chief executive nominated by the Founding President; represents the Association with the Founding President; establishes technical committees and chapters; and exercises every power not reserved to the general meeting, the Founding President or an Independent Function.
- 9.7** The Board meets at least quarterly. Its quorum is a majority of filled voting seats and, during the Protected Founder Term, includes the Founding President or a Founder Nominee unless waived in writing by the Founding President for that meeting. After that term, founder presence is required only for a Founder Reserved Matter. The Founding President has a deliberative and casting vote. Written resolutions require the same quorum and approval conditions as a meeting.
- 9.8** A Board member other than the Founding President vacates office on resignation, ineligibility, removal by the appointing constituency, incapacity, or absence without leave from three consecutive meetings. The Board may suspend a member for a declared conflict or serious misconduct pending a fair process.
- 9.9** Every Board member owes fiduciary duties to the Association, must act for its objects rather than a nominating constituency, declare actual and potential conflicts, and recuse from any affected matter. The conflicts register and recusals are recorded in the minutes.
- 9.10** The Founding President may be removed during the Protected Founder Term only for established fraud, dishonesty, gross misconduct, permanent incapacity, serious incompatible conviction or a material fiduciary breach causing substantial harm. Removal requires written charges, twenty-one days

to respond, a reasoned finding by an independent three-person tribunal selected jointly by the Ombudsman and auditor from unconnected legal, audit or governance professionals, approval by at least seventy-five per cent of the full Board excluding the Founding President, and approval by at least eighty per cent of all Category A members in good standing. Policy disagreement, rivalry, loss of affiliation or a no-confidence vote is not cause.

- 9.11** For temporary incapacity or absence, the Founding President may designate a Founder Nominee to act for a stated period. Permanent incapacity requires consistent opinions from two independent registered medical practitioners and the procedure in Article 9.10 so far as applicable.
- 9.12** The Founding President may lodge with the Founding General Counsel a signed succession instrument naming one successor to the post-term office of Founder and Patron. A successor does not acquire or restart the Protected Founder Term. If no valid successor is nominated, the personal founder seat and continuing reserved rights lapse on death or permanent inability to serve.
- 9.13** Neither the Founding President, any Founder Nominee, the Board nor the Founding General Counsel may direct, reverse, delay or privately influence an Independent Function. Institutional reporting, lawful procedural oversight and execution of final determinations do not constitute interference.
- 9.14** Founder Reserved Matters are: (a) any change to the Association's name, legal form, objects, mandate or non-profit character; (b) any amendment affecting founder rights, Board composition, membership categories, voting rights, quorum or special-resolution thresholds; (c) merger, amalgamation, dissolution or transfer of substantially all assets; (d) sale, exclusive licence, disposal or encumbrance of the ZEHA name, seal, trademarks, principal domain, public Register, Shared Safety Registry or material member data; and, during the Protected Founder Term only, (e) appointment or removal of the Secretary-General or chief executive; (f) replacement or removal of Founding General Counsel; (g) borrowing, guarantees, unbudgeted expenditure or asset disposals exceeding ten per cent of the approved annual budget in aggregate; and (h) adoption or material reversal of an official national policy position or government submission.
- 9.15** A Founder Reserved Matter has no force unless Founder Reserved Approval is recorded by the Board Secretary before implementation, in addition to every member or Board approval otherwise required. After the Protected Founder

Term, Founder Reserved Approval continues only for the core matters in Article 9.14(a) to (d). Founder Reserved Approval may be granted, refused or made subject to recorded safeguards, but may not be used to interfere with an Independent Function or to authorise unlawful conduct.

- 9.16** No amendment, delegation, subsidiary rule, employment contract, committee charter or transaction may indirectly defeat Articles 9.1 to 9.15. A purported act contrary to them is unauthorised and must not be implemented by an officer, bank signatory or agent who has notice of the defect.
- 9.17** The Board shall adopt a delegation-of-authority schedule, annual conflicts declarations, a related-party transactions policy and a succession plan within ninety days after adoption.

Article 10: The Drivers Council

- 10.1** There shall be a Drivers Council through which Category C members are represented inside the governance of the Association. The Council comprises driver representatives elected or nominated per member platform in the manner prescribed by the Executive Board after consultation with drivers, provided that no platform's drivers hold a majority.
- 10.2** The Drivers Council: nominates its voting representative under Article 9.4 and a member of the Compliance Committee panel under Article 12; is consulted on every amendment to the Code affecting drivers, on the Driver Verification Standard, on deactivation due process and on the driver welfare minimums; and may submit motions to general meetings through its chairperson.

Article 11: The Standards Committee

- 11.1** There shall be a Standards Committee responsible for the technical content of the Code: the Driver Verification Standard, vehicle and insurance minimums, passenger safety features, and data protection practice. It comprises representatives of Category A, the reserved Category B seat, the Drivers Council, and such Category D technical members as the Executive Board appoints.
- 11.2** The Standards Committee recommends amendments of the Code to the Executive Board and general meeting. It may publish non-binding technical

guidance, but no guidance binds members as part of the Code unless adopted through the amendment procedure in Article 6.3.

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Article 11A: Founding General Counsel and Board Secretary

11A.1 The legal practice identified and accepting appointment in the Founding Member Signature Schedule is recognised as Founding General Counsel and Board Secretary for an initial term of three years from adoption. It holds a guaranteed non-voting advisory Board seat and receives the same notices and papers as voting Board members, subject to lawful privilege and conflict screens.

11A.2 Founding General Counsel advises on the Constitution, governance, contracts, regulatory instruments and government submissions; keeps the signed Constitution, Code, minutes, resolutions, conflicts register and Founder Reserved Approval register; certifies procedural compliance when requested; and acts as Board Secretary through a designated legal practitioner.

11A.3 The retainer, scope and fees of Founding General Counsel are approved and reviewed by disinterested voting Board members. The firm and every designated practitioner must disclose conflicts, protect privilege and confidentiality, and recuse from any matter concerning its appointment, fees, performance, potential liability or an adverse interest of the firm or a client.

11A.4 Founding General Counsel and its partners, employees and affiliated practices may not serve as Compliance Committee chair or member, Ombudsman, Appeal Panel chair or member, independent auditor, or independent investigator in any matter for which independence from the Association or Board is required. Separate independent counsel shall be appointed for those functions and for any dispute involving Founding General Counsel.

11A.5 During the initial three-year term, Founding General Counsel may be removed or replaced only for material breach of retainer, incapacity, illegality, loss of professional standing, an unmanageable conflict, or persistent failure to perform after written notice and a reasonable cure period, and only with Founder Reserved Approval and approval by at least seventy-five per cent of disinterested voting Board members. Renewal after the initial term requires Founder Reserved Approval during the Protected Founder Term and approval by a majority of disinterested voting Board members.

11A.6 The Board may appoint specialist or independent counsel for a particular matter. Such appointment does not displace Founding General Counsel except to the extent of the stated mandate or conflict.

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Article 12: The Compliance Committee and Discipline

- 12.1** There shall be a Compliance Committee of three: an independent chairperson who is a legal practitioner of not less than seven years' standing and who is not an officer, employee, shareholder, current legal adviser or retained counsel of the Association or any member; one member elected by Category A; and one member drawn from Category D or the Drivers Council. Founding General Counsel and its personnel are ineligible.
- 12.2** The Compliance Committee enforces the Code under the Disciplinary Procedure, which the Association adopts as a governing instrument subordinate to this Constitution. The sanctions ladder is: written warning; remediation plan with deadlines; financial penalty prescribed in the Code; suspension from the Register, published; and expulsion, published, with notification to the Office of the President and Cabinet and the Ministry of Transport and Infrastructural Development.
- 12.3** The Compliance Committee conducts the annual compliance audit certifying each member's standing, determines appeals against refusal of admission, determines listing disputes under the Shared Safety Registry, and hears driver appeals against deactivation as prescribed by the Code.
- 12.4** A lapsed POTRAZ data controller licence of a Category A member is an automatic suspension event, taking effect without a hearing, subject to prompt confirmation proceedings under the Disciplinary Procedure.
- 12.5** Every member submits to the jurisdiction of the Compliance Committee by contract at admission.
- 12.6** The Compliance Committee is institutionally independent in every Independent Function. Its members may not receive ex parte instructions from the Founding President, a Founder Nominee, the Board, the Secretariat, Founding General Counsel or a member. Attempts at interference are reported to the Ombudsman, recorded in the annual report and may constitute misconduct.

Article 13: The Ombudsman

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- 13.1** The Executive Board, on the recommendation of an independent selection panel comprising the Compliance Committee chair, the independent auditor and one Drivers Council nominee, appoints an independent Ombudsman: a fit and proper person with a legal or consumer-protection background who is not an officer, employee, shareholder or current adviser of the Association or any member, and is not affiliated with Founding General Counsel.
- 13.2** The Ombudsman receives unresolved passenger and driver complaints, attempts conciliation and issues a reasoned outcome within twenty-one days where practicable. The service is free and determinations bind members within the published contractual threshold. The process supports section 6 of the Consumer Protection Act [Chapter 14:44] but does not exclude rights under sections 33 and 65 to approach the Commission, a designated organisation or a court.
- 13.3** The Ombudsman supplies anonymised complaint volumes, outcomes and resolution times for the monthly Government dashboard, reports annually to the general meeting and may recommend Code amendments. No person may retaliate against a complainant.
- 13.4** The Ombudsman exercises Independent Functions free from direction by the Founding President, Board, Secretariat, members and Founding General Counsel. Appointment, remuneration, renewal and removal terms must preserve that independence and may not depend on the outcome of any particular complaint.

Article 14: The Shared Safety Registry

- 14.1** The Association operates a Shared Safety Registry recording deregistrations of drivers for the serious misconduct categories defined in the Code. Every Category A member checks the Registry before activating a driver and reports qualifying deregistrations to it.
- 14.2** The Registry operates with due process as prescribed by the Code and the Disciplinary Procedure: written notification to the driver, a right to be heard before the Compliance Committee, defined listing periods proportionate to the conduct, and a rehabilitation pathway.

- 14.3** Registry data is processed in full compliance with the Cyber and Data Protection Act [Chapter 12:07]. POTRAZ shall be consulted on the design of the Registry before launch and on any material change to it.
- 14.4** The Association maintains a driver-zone and intercity register. Every driver selects one primary provincial zone. Cross-boundary passenger drop-offs remain permitted. Supplementary intercity endorsement and exclusive intercity registration operate under the Code, with controlled changes and monthly aggregate reporting.

Article 15: Finances

- 15.1** The funds of the Association comprise subscriptions, prescribed fees, and grants or sponsorships accepted under Article 4.1. The Association accepts no funding that would compromise its independence.
- 15.2** The financial year ends on 31 December. Proper books of account shall be kept. Annual financial statements shall be audited by an independent auditor appointed by the annual general meeting and published to members with the annual report, together with the subscription schedule for the following year.
- 15.3** The bank accounts of the Association are operated on the signatures or equivalent electronic approvals of any two authorised persons, one of whom must be the Treasurer or head of the Secretariat. The Founding President may be an authorised person but may not approve alone. No payment to a Board member, Founder Nominee, Founding General Counsel or a connected person may be authorised by a beneficiary of that payment.
- 15.4** On winding up or dissolution, any assets remaining after satisfaction of liabilities shall not be distributed to members, but shall be transferred to one or more non-profit organisations in Zimbabwe with objects similar to those of the Association, as the final general meeting directs.
- 15.5** Every related-party transaction must be on arm's-length terms, supported by a written conflict disclosure, and approved by disinterested voting Board members. A material related-party transaction also requires an independent value or fee assessment and disclosure in the annual financial statements.
- 15.6** The Association shall, as resources allow, maintain directors' and officers' liability insurance and professional liability cover appropriate to the functions of its officers, committees and Secretariat, including the Founding President.

- 15.7** Borrowing, guarantees, unbudgeted expenditure or asset disposals above the threshold in Article 9.14 require the approvals stated there. No officer or member is required to give a personal guarantee for an Association obligation.

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Article 16: Reporting to Government

- 16.1** By the tenth business day of each month, the Association delivers the preceding month's aggregate dashboard to the OPC, Ministry of Transport and participating public authorities. It covers registrations by provincial zone and intercity status, trips and gross trip value, tax-compliance and aggregate-remittance indicators, incidents, complaints and resolution, compliance action, verified vehicles and aggregate driver-welfare indicators. It excludes passenger identity, individual routes and unnecessary personal data, complements statutory returns, and is corrected promptly after a material error. ZEHA also publishes an annual transparency report.

Article 17: Chapters and Evolution of Scope

- 17.1** The Executive Board may establish chapters of the Association, including chapters for Mobility, Delivery and Commerce, Payments, and Safety and Standards, each governed by chapter rules consistent with this Constitution.
- 17.2** The name and scope of the Association may evolve with the sector it serves. A change of name, scope or objects requires a Special Resolution and Founder Reserved Approval under Article 9.14.

Article 18: Amendment of this Constitution

- 18.1** Subject to Article 18.2, this Constitution may be amended only by Special Resolution. No amendment may remove the non-profit character, retroactively deprive a member of accrued rights, weaken an Independent Function, or authorise conduct contrary to Zimbabwean law.
- 18.2** Articles 2.1(k) to (r), 8.4 to 8.5, 9, 11A, 18.2, 19 and 20.1 to 20.3 are entrenched. They may not be amended, suspended, waived, renumbered to defeat their effect, or indirectly displaced without Founder Reserved Approval while the founder rights subsist. After the personal founder rights lapse without a valid successor, an amendment to those provisions requires approval by at least

eighty per cent of all Category A members in good standing and must preserve the independence safeguards in Articles 9.13, 11A.4, 12.6 and 13.4.

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Article 19: Indemnity

- 19.1** To the fullest extent permitted by law, every office bearer, Board or committee member, the Founding President, every Founder Nominee, the Founding General Counsel while acting in its authorised officer or secretarial capacity, the Ombudsman and every employee is indemnified out of Association funds against liability and reasonable legal costs incurred in good-faith performance of authorised functions. The Association shall advance reasonable defence costs, subject to a written undertaking to repay them if a final finding establishes fraud, dishonesty, wilful misconduct or gross negligence.
- 19.2** No office bearer, including the Founding President, assumes personal liability for an Association contract signed within actual authority, and no person may hold themselves out as giving a personal guarantee unless that person signs a separate express guarantee after independent advice. This indemnity does not limit liability that cannot lawfully be excluded.

Article 20: Transitional Provisions

- 20.1** On adoption, the person identified in the Founding Member Signature Schedule assumes office as Founding President and Executive Chairperson for the Protected Founder Term. The Founding President appoints two Founder Nominees and convenes the interim Board within thirty days. The first annual general meeting elects only non-reserved seats and does not reduce the founder offices or reserved rights.
- 20.2** The legal practice identified in the Signature Schedule assumes office as Founding General Counsel and Board Secretary for the initial three-year term. The interim Board opens the member and zone registers, receives compliance packs, delivers both policy papers, agrees the monthly Government reporting template and delivers the first full return by day ninety.
- 20.3** Anything done by the Founding President, Founding General Counsel or interim Executive Board within authority and in accordance with this Constitution is valid as if done after the first annual general meeting. All transitional

appointments, approvals and conflicts must be minuted and entered in the governance register.

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Adoption

Adopted at Harare on the _____ day of _____ 2026 by the founding members whose signatures are appended in the Founding Member Signature Schedule, including the recorded acceptances of the Founding President and Founding General Counsel.

Founding President and Executive Chairperson

Founding General Counsel and Board Secretary

Independent witness (name and capacity)

First Schedule: Membership Subscriptions

Annual subscriptions per category, reviewed annually by the Executive Board under Article 5.4 and published with the audited accounts. Amounts are set on adoption of this Constitution and recorded here by resolution.

CATEGORY	MEMBER	ANNUAL SUBSCRIPTION	JOINING FEE
A	Platform Operators	USD [•] (to be resolved at adoption)	USD [•]
B	Fleet Partners and Vehicle Owners	USD [•] per fleet; individual owners USD [•]	USD [•]
C	Driver-Partners (direct affiliation, optional)	USD [•] — set so that affiliation is affordable at driver level	—
D	Associate Members	USD [•]	USD [•]

Principle of proportionality: fees are scaled so that an individual driver earning in this economy can afford to be compliant. Unaffordable compliance manufactures the informality it claims to cure.

Second Schedule: The Code of Conduct

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The ZEHA Code of Conduct, executed by every member at admission, is issued as a separate governing instrument of the Association and is incorporated in this Constitution by this reference. The Driver Code of Conduct is annexed to the Code.

END OF CONSTITUTION

DRAFT 1.3 FOR CONSULTATION AND ADOPTION