



HEMEL & AARDE ESTATE HOMEOWNERS' ASSOCIATION

CONDUCT RULES (Annexure "D1")

As amended and approved by the Board of Trustees on 30 December 2022 and effective from 2 January 2023

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1. Introduction

Hemel & Aarde Estate has been designed to provide a gracious and secure lifestyle for its residents and members. To protect and enhance this lifestyle, Conduct Rules have been established in terms of the Constitution of the Association. These are binding on all persons resident at, or visiting Hemel & Aarde Estate, as are decisions properly taken by the Board of Trustees in administering these.

The registered owners of properties are responsible for ensuring that members of their households, tenants, visitors, invitees and all their employees, which include tradespersons and suppliers, are aware of, and abide by the Conduct Rules of the Association. Tenants have the same responsibility with respect to their households, visitors, invitees and employees.

The Conduct Rules may be modified, amended or repealed from time to time, by the Trustees as the need arises, subject to the procedure laid down in the Constitution that gives the right to members to cancel or modify any rule adopted by the Trustees, or to make a new rule.



2. Definitions, Interpretations and Delegations

In these Conduct Rules, unless it appears to the contrary, either expressly or by necessary implication, the words and expressions defined in the Constitution of the Association shall bear the same meaning in these Conduct Rules as in the Constitution.

Unless the context otherwise requires, any words importing the singular number only shall include the plural number and vice versa, and words importing any one gender only shall include the other gender, and reference to natural persons shall include juristic persons, unless the context indicates differently.

In particular the following words and phrases shall, unless the context otherwise requires, have the meanings given below:

“The Association” means the Hemel & Aarde Estate Homeowners Association, which is constituted in terms of the relevant provisions of its constitution, read together with relevant legislation.

“The Clubhouse” means the lounge, bar, kitchen and offices of erf 8202;

“The Clubhouse Precinct” means the whole of erf 8202, which includes the tennis courts, children’s play area, squash courts, cloakrooms, sauna, steam room, gymnasium (gym), swimming pool, braai area, clubhouse with office, lounge, kitchen and bar;

“The Common Area” means the land owned by the Association and includes all services (whether Municipal or otherwise) constructed within the Common Ground as well as the municipal area around the irrigation dam and the reservoirs.

“Guest” means a non-resident visiting and staying with a Member or Resident overnight or for a period of short duration;

“Hemel & Aarde Estate” means the Township Area;

“Home Occupation” means the practicing of a non-residential use conducted from a dwelling, provided that the dominant use of the dwelling concerned shall remain residential in nature;

“Member” means a member of the Association. The term *member* generally has the same meaning as the *“homeowner”*, but is more exact and ties in with the Constitution. For this reason, member " is used in preference to *“homeowner”* or *“owner”*.

“Person” means, as the context requires, a natural or a juristic person except where it refers to Trustees of any trust in which case it refers to a natural person only;

“Resident” means and refers to somebody who resides on the Estate on a permanent basis as part of the household/family of a Member or Tenant;

“Trustees” means the Board of Trustees that acts on behalf of the Association;

“Vehicle” means any form of conveyance, whether self-propelled, or drawn by machine, animal or human agency.

“Visitor” means somebody making a call on a Member or Tenant during the day;



3. Domestic Refuse

- 3.1. The removal of domestic, garden and other refuse shall be under the control of the Association, which may, in exercising its functions in this regard, from time to time, by notice in writing to all persons concerned:
 - 3.1.1. lay down the type and size of refuse containers to be obtained and used;
 - 3.1.2. give directions in regard to the placing of refuse for collection;
- 3.2. All refuse, whether domestic or garden, must be kept in the containers, which must be placed out of sight of the road, except when put out for collection on the allotted day;
- 3.3. Where any item of refuse is of such a size or nature that it cannot be conveniently removed by the refuse removal services provided or arranged by the Association, the Association may give directions as to the manner in which such refuse must be disposed.

4. Domestic Animals

- 4.1. Domestic animals shall be limited to 2 (TWO) dogs and 2 (TWO) cats per erf;
- 4.2. Where dogs are kept, there must be a suitable enclosure to prevent the dogs from straying off the Member's property;
- 4.3. Owners are required to collar pets with a tag with telephone number or have their pets electronically chipped;
- 4.4. Should any domestic animal prove to be a continual nuisance, the Association may impose penalties and should it prove to be a continuing nuisance, may call on the owner of the domestic animal to remove it. If the owner fails or refuses to do so, the Association may procure its removal from Hemel & Aarde Estate, and recover any costs from the owner concerned without prejudice to its rights to recover any penalty imposed;
- 4.5. No dog shall be allowed off the Member's property unless under control and on a leash;
- 4.6. Should dogs cause a mess or dig holes on any Common Area, the dog's owner shall remove the mess or repair the holes as the case may be;
- 4.7. All dog litter to be disposed of in the litter bins provided;
- 4.8. No aviaries, pigeon lofts, poultry, wild animals, reptiles or beekeeping are permitted to be kept by Residents on the Hemel & Aarde Estate.

5. Traffic/pedestrians

- 5.1. All pedestrians entering or leaving the Estate must make use of the pedestrian gate;
- 5.2. The movement and control of traffic and pedestrians is subject to the security rules and regulations of Hemel & Aarde Estate;



- 5.3. All Residents must supply visitors, including contractors and delivery persons, with an access code;
- 5.4. Should the system be non-functioning, then, the Resident must inform the Security at the Gate. The Security Officer will, if possible, telephone the destination point for instructions. Entry will be refused if the above process cannot be satisfactorily concluded;
- 5.5. Heavy vehicles are not permitted in the following circumstances, without consent of Management:
 - 5.5.1. on Sundays or public holidays;
 - 5.5.2. before 07H00 and after 18H00 on weekdays;
 - 5.5.3. before 07H00 and after 15H00 on Saturdays.
- 5.6. Motorised vehicles must be driven on Hemel & Aarde Estate roads only by persons who hold a valid current driver's license that would permit them to drive that vehicle on a public road within The Republic of South Africa;
- 5.7. No person shall drive any vehicle on any road within Hemel & Aarde Estate at a speed in excess of the posted 30 km/ hour speed limit;
- 5.8. All wild life shall have the right of way at all times within Hemel & Aarde Estate, and vehicles must be brought to a stop when necessary;
- 5.9. The Association may, by means of appropriate signage designed specifically for Hemel & Aarde Estate, give direction as to the use of roads or any portion of the roads or common area;
- 5.10. No person shall drive or ride any vehicle on Hemel & Aarde Estate in such a manner that would constitute an offense under the National Road Traffic Act and its Regulations (NRTA & R);
- 5.11. No person may park or store a golf cart, caravan, boat or the like on the side of the road or in front of the property or on common ground of the Hemel & Aarde Estate;
- 5.12. No Resident may park on the road and verge for an extended period of time. Any damage to curbing or sprinklers will be for that resident's account;
- 5.13. No helicopters or any means of aerial conveyance may be landed at any place on Hemel & Aarde Estate without consent of Management;
- 5.14. Only licensed and road worthy vehicles may be driven on the roads of the Hemel & Aarde Estate;
- 5.15. Drones may be used in accordance with National Legislation.



6. Access Control

Biometric access is the primary means of accessing the Hemel & Aarde Estate. The system regulates the entrance to and egress from Hemel & Aarde Estate in a safe and orderly manner.

6.1. **Permanent Biometric Access** at the entrance gate, as well as to the Clubhouse and Common areas for:

- 6.1.1. all members of the Hemel & Aarde Estate Home Owners Association;
- 6.1.2. all long-term tenants of Hemel & Aarde Estate (3 month plus);
- 6.1.3. trustees of a Trust, the Directors of the Company or the Members of the Close Corporation will provide the Association with a resolution taken by the trustees, directors or the members as to the persons in the household that occupy the property permanently, will be the persons nominated to have biometric access. Where a Intervivos ^[1]Trust, or a Trust Mortis Causa, a Company, or a Close Corporation owns the property, the maximum number of persons with biometric access at any given time will not exceed 2 (TWO) persons per Erf;
- 6.1.4. children between the age of 14 years and 18 years, who reside with their parents/legal guardians, will have Biometric Access;
- 6.1.5. dependents between the ages of 14 and above who alternate residence with parents who are separated and spend time with a parent who lives permanently on the Hemel & Aarde Estate will be given Biometric access;
- 6.1.6. dependents of permanent residents on the Hemel & Aarde Estate, who are over the age of 18 years and live permanently with their parents on the Hemel & Aarde Estate, will be granted Biometric Access.

6.2. Members who have rented out their property will only have biometric access to the Hemel & Aarde Estate and not the Clubhouse Precinct;

6.3. All Domestic Workers, Gardeners and Carers will be granted access, to the Hemel & Aarde Estate provided that:

- 6.3.1. any Domestic Worker, Gardener or Carer will have Biometric access for Hemel & Aarde Estate for the specific days that they are employed with the resident;
- 6.3.2. should the Domestic Worker, Gardener or Carer for any reason whatsoever need to enter the Hemel & Aarde Estate on any other day than their allotted working days, such person may be granted access through the Biometric system by the resident.



- 6.4. Members can apply for **Temporary Biometric Access** for persons coming onto the Estate excluding access to the gym, squash courts, tennis courts, steam room and sauna, under the following circumstances:
- 6.4.1. where the member is absent from the Hemel & Aarde Estate and a maximum of two (2) family members (who visit the Estate on a regular basis) may apply for biometric access for the period of time that they are resident on the Estate; (**NOTE** - a Member applying for temporary biometric access for a family member in terms of this paragraph, may be requested to submit confirmation of familial relations and FICA documents of the person/s being provided with temporary biometric access);
 - 6.4.2. the biometric access code for visitors will automatically expire upon leaving the estate, or when an extended period has been granted, upon expiration of the time period stipulated as occupation on the estate;
 - 6.4.3. access for Visitors will be restricted to the Club House, Swimming pool and children's play area.
- 6.5. **Discretionary biometric access:** Upon application, the Board of Trustees will consider temporary Biometric Access to the Estate in the following instances:
- 6.5.1. where the Resident is absent from the Hemel & Aarde Estate and a maximum of 2 family members (who visit the Hemel & Aarde Estate on a regular basis) apply for Biometric Access for the period of time that they are resident on the Estate, on condition that in such instance the maximum access for the particular Erf will be 4 (four) visitors but only for a limited period of time;
 - 6.5.2. a member applying for temporary biometric access for somebody in terms of this paragraph, might be requested to submit confirmation of family relations and FICA documents of the person/s being provided with temporary biometric access;
 - 6.5.3. the Biometric Access for the visitors in terms of 6.5.1 will automatically be suspended on the day immediately following the expiry day of their stay;
 - 6.5.4. should the family member visit the Estate again, the Member may give the Manager notice in writing, on or before the last business day preceding the visitors entrance onto the Hemel & Aarde Estate, of the new dates, upon which the above regulations will apply ipso facto.
- 6.6. **Biometric Access to Clubhouse Precinct:**
- 6.6.1. All Members/Residents, who are in good standing, will have unqualified Biometric Access to the Clubhouse Precinct;
 - 6.6.2. No visitor will have Biometric Access to the Clubhouse Precinct provided that:



- 6.6.2.1. any person who applies for Biometric Access under 6.4 above, may apply for Biometric Access to the Clubhouse and swimming pool;
 - 6.6.2.2. no person who applies for temporary access will have access to the Gym, Squash Courts, Tennis courts, the Steam Room or Sauna.
- 6.7. **Suspension of Biometric Access.** ^{[[SEP]]}Biometric access of the Clubhouse Precinct may be suspended for any one or more of the following reasons:
- 6.7.1. any Member who rents out his property on the Estate, will forfeit his/her right to Biometric Access of the Clubhouse and facilities;
 - 6.7.2. access of any person who abuses the biometric system may lead ^{[[SEP]]}to the immediate suspension of Biometric Access;
 - 6.7.3. any person with Biometric Access, at any time is found to be guilty of reckless behaviour that threatens the safety, security or ^{[[SEP]]}peace in the Clubhouse;
 - 6.7.4. where a person has been issued with a card to access the Estate, and such person at any stage, allows any other person to make use of the card.
- 6.8. In case of suspension of the Biometric Access in terms of 6.6.2 to 6.6.4 above, the maximum allowed fine will be imposed on the member for each time the rules are violated, and Biometric Access will only be restored once the fine has been paid in full. Repeated violation will result in extended suspension and legal recourse.
- 6.9. **Termination of Biometric Access**
- 6.9.1. Upon the termination of the services of any Domestic Worker; Gardener or Carer, the employer will inform the Security Manager immediately and the Biometric Access of that Domestic Worker, Gardener or Carer will be terminated;
 - 6.9.2. Once a member has been fined for a second time for any of the ^{[[SEP]]}above, upon a following transgression, that Resident's Biometric Access can be permanently terminated or suspended for a fixed period of time within the discretion of the Board of Trustees.

7. **Open Space and Environmental Control**

- 7.1. No person shall do anything that detrimentally affects the amenities, flora or fauna of Hemel & Aarde Estate, or unreasonably interferes with the use and enjoyment of the Common Area by others;
- 7.2. No person shall discard any litter or any item of any nature whatsoever in Hemel-en-Aarde Estate, except in receptacles set aside for this purpose by the Association. This excludes household refuse and recyclable materials;



- 7.3. No person shall do any gardening or landscaping on the Common Area without the express prior agreement of the Association in regard to the nature and extent of such gardening or landscaping activity.
- 7.4. No person shall, unless authorized by the Association to do so, pick or plant any flowers or plants on the Common Area;
- 7.5. Subject to any law or regulation made in terms of the National Heritage Resources Act 25 of 1999 , or any permit **granted in terms of this Act** or the Environment Conservation Act No 100 of 1982, the Association shall be entitled to prohibit access to any part of the open space in order to preserve the natural flora and fauna, and no person shall enter such area without the written consent of the Association;
- 7.6. Childrens' playground equipment is for use by children under the age of 14. Where required, children must be supervised by a responsible adult;
- 7.7. The Association shall have the right and duty to control the environment, which shall include but not be limited to the vegetation on the erven and Common Areas, the erection of walls, fences and hedges, and shall have the right to trim hedges and trees where these encroach on Common Area;
- 7.8. No camping shall be permitted at any place in the Estate without prior approval of Management;
- 7.9. No fire shall be lit at Hemel & Aarde Estate, except in such places as may be designated for such purpose by the Association;
- 7.10. In accordance with the Fire Arms Control Act of South Africa and Overstrand municipal by-laws no person shall discharge any firearm, including an air rifle- anywhere on Hemel & Aarde Estate;
- 7.11. Hunting and/or trapping of birds and animals, and the setting of snares, is prohibited on Hemel & Aarde Estate;
- 7.12. No part of the Common Area may be paved except for the portion of one driveway and one pedestrian crossing per street front of an erf, which lies between the Member's property and the road as per the Architectural Design Manual Guidelines;
- 7.13. Any borehole sunk on Hemel & Aarde Estate, must have prior approval from Overstrand Municipality. A copy of such approval must to be given to the Association;
- 7.14. The Association has the right to demand that unsightly items stored on an erf in full view of other residents be removed by the Member who is the owner of the relevant erf;
- 7.15. The gardens of all erven, whether vacant or occupied, must be maintained to a standard that enhances Hemel & Aarde Estate, and if not adhered to, the Trustees have the right to arrange



a garden service(s) to do the necessary improvements. In the latter event, the account(s) of the relevant garden service(s) shall be payable by the relevant member(s);

7.16. No person may use the Estate water system for private use. This includes the Borehole water system, which is exclusively for use for the common areas of the Hemel & Aarde Estate.

8. Ponds/ Pools/Dams

- 8.1. No domestic animal shall be allowed to enter any dam within Hemel & Aarde Estate;
- 8.2. No person shall pollute or permit the pollution of the dams or streams within Hemel & Aarde Estate;
- 8.3. No person shall discard any litter or any article of any nature whatsoever in the dams and streams of Hemel & Aarde Estate;
- 8.4. No person shall launch any boat or craft of any description, powered by a motor or otherwise, on any pond/pool at Hemel & Aarde Estate;
- 8.5. No water sport (scuba diving, spear fishing, wind surfing etc.) is permitted on ponds/pool at Hemel & Aarde Estate;
- 8.6. No swimming allowed in any ponds on the Estate;
- 8.7. No fishing is permitted at Hemel & Aarde Estate without permission from management.

9. Letting, Resale and Occupation by Members/Guests of Properties

Tenants who lease properties on the Hemel & Aarde Estate are obliged to abide by the Entry Control procedures, all of the Conduct Rules, regulations and requirements of the Constitution at Hemel & Aarde Estate;

- 9.1. Tenants must ensure that they have copies of the Constitution, and all Rules and Regulations pertaining to Hemel & Aarde Estate;
- 9.2. The following rules shall apply and are binding on all tenants and members for the letting and resale of property:
 - 9.2.1. members or Hemel & Aarde Estate accredited estate agents may be employed in the sale or letting of any property at Hemel & Aarde Estate, which accreditation may be withdrawn by the Association at its discretion;
 - 9.2.2. such agents must operate on a "by appointment" basis. They may not erect any "for sale", "show house", "sold" boards or any other signage boards whatsoever, and they must personally accompany prospective buyers or tenants onto the property;
- 9.3. An agent will be accredited only after signing an agreement with the Association that such agent will abide by stipulated procedures applicable to the sale or letting of property on



Hemel-en-Aarde, and in particular will make any buyer aware of the Conduct and Clubhouse Precinct Rules, Constitution, Building Rules and Architectural and Building rules and any other relevant considerations applicable to ownership or occupancy. Any document prepared by the agent containing an offer of sale or an offer to purchase must include such clauses as the Association may require from time to time to ensure compliance with the matters envisaged in Clause 9.2;

- 9.4. Any form of short term letting or advertising is prohibited. Short term letting is defined as any form of letting in which the owner of an erf allows another party to occupy such erf for a period of less than 3 (three) months, irrespective of such consent being in writing or verbally;
- 9.5. Members or their agents are required to give the Association prior notice of any tenants or guests who are to occupy the Member's property in the absence of the Member. This may be done in writing, email or telephonically, giving the name of the tenants or guests and the dates of their occupancy. In the case of tenants, the tenants will be obliged to register at the offices of the Association on arrival or within 1 (ONE) working day of arrival, and to sign a declaration that they are acquainted with the Conduct Rules and the Constitution of Hemel & Aarde Estate and are prepared to abide by these conditions;
- 9.6. A Member (or the agent) shall be obliged to furnish the Association with a copy of the relevant signed lease, which shall be for a minimum of three (3) months);
- 9.7. Access to the Hemel & Aarde Clubhouse precinct may be denied to tenants, members of their households, invitees, employees or guests should the tenant or anyone for whom the tenant is responsible, transgress the Constitution, Conduct Rules or regulations of Hemel & Aarde Estate;
- 9.8. When a Member leases out his whole erf, the Member forfeits his right of use of all and/or any of the Clubhouse facilities of the Hemel & Aarde Estate for the term of the relevant lease. The right of use of the aforesaid facilities shall transfer to the relevant lessee for the term of the relevant lease. Members, who rent out their erven, shall prior to or on the date of commencement of the lease period and on or before the date of termination of the lease period visit the management office for the necessary changes to be made in respect of the registration of the biometric system;
- 9.9. A tenant (or his agent) shall not, without prior consent of the owner and the Association sub-let or part with occupation or control of any erf occupied by him. In the event that such permission to sublet may be granted, the tenant shall furnish the sub-tenant with the rules and regulations of the Hemel & Aarde Estate. and furnish the Association with a copy of the sub-lease, which shall be for a minimum period of three months.



10. General Conduct at Hemel & Aarde Estate

- 10.1. No garments, household linen or washing of any nature, may be hung out or placed anywhere to dry except in the drying yard or such area designed for such purpose;
- 10.2. The lighting of fireworks is not permitted at Hemel & Aarde Estate;
- 10.3. No unauthorised persons are allowed onto building sites under construction;
- 10.4. Noise:
 - 10.4.1. No person shall make or cause to make any unacceptable disturbance or excessive or undue noise that constitutes a nuisance to other persons, as per Overstrand Municipal noise bylaws;
 - 10.4.2. All vehicles, but particularly motorcycles, must have efficient silencer systems;
 - 10.4.3. The use of noisy machinery and of power tools in the open outside of normal working hours is not permitted unless in exceptional circumstances with approval of Management. All building work, whether undertaken by a contractor or by the homeowner, must be done during the hours stipulated by the Association;
 - 10.4.4. All undue noise must cease between 22h00 and 6h30 except for the occasional party, as approved by management, loud noise from which must cease at 23h59;
- 10.5. The use of Shining bird reflectors, external loudspeakers, buzzers, and bells are not permitted on Hemel & Aarde Estate;
- 10.6. In order to maintain the low density residential nature of the estate, no member or tenant shall accommodate nor allow to be accommodated more than the maximum number of persons permitted to occupy such dwelling, viz: as per National Building Regulations:
 - 1 bedroom unit – 2 persons;
 - 2 bedroom unit – 4 persons;
 - 3 bedroom unit – 6 persons;
 - 4 bedroom unit – 8 persons;
 - 5 bedroom unit – 10 persons.
- 10.7. Members and Tenants must ensure that their children and the children of members of their household, employees, tenants, invitees and guests do not pose a safety threat to themselves or to any other person at Hemel-en-Aarde Estate;
- 10.8. The Club House Precinct facilities may be accessed daily from from 5h00 to 22h00, via the corridor door;
- 10.9. No skateboards, hover-boards or snake-boards are permitted on the roads of the Estate;
- 10.10. The Clubhouse precinct and all facilities therein are used entirely at the users own risk;



- 10.11. Anybody found infringing the rules, damaging and/or misusing the facilities and/or equipment will be penalised in terms of these rules and held responsible for any damages incurred;

11. Commercial Activities on Hemel & Aarde Estate

- 11.1. No advertising board may be displayed anywhere on Hemel & Aarde Estate other than the standard architectural building board during building construction;
- 11.2. No door-to-door canvassing or selling is permitted on Hemel & Aarde Estate;
- 11.3. Home Occupation may be conducted in accordance with the relevant provisions of the Overstrand Land Use Scheme of 2020 (as amended), and subject to the written approval of the Board of Trustees with due regard to the matters referred to in Rule 11.4 below;
- 11.4. The Trustees on behalf of the Hemel & Aarde Homeowners Association will, upon written application by a member or resident, make a determination in terms of:
- 11.4.1.1. the nature of the activity;
 - 11.4.1.2. the number of staff / contractors who will work from the premises;
 - 11.4.1.3. the estimated number of outside parties (staff, delivery vehicles, clients/customers) that will enter the estate each week;
 - 11.4.1.4. no objection in writing by all immediate neighbours;
 - 11.4.1.5. written declaration that the business will operate only during normal business hours and will adhere to the Constitution and all other rules of the estate, most specifically noise, security, parking and use of public spaces;
 - 11.4.1.6. any other term or condition that the Board of Trustees consider necessary to impose.

12. Fines and Penalties

- 12.1. Any person who contravenes or fails to comply with any provision of these Conduct Rules, or any conditions imposed by or directions given in terms of the Conduct Rules, shall be deemed to have breached these Conduct Rules, and will be subject to any penalties imposed by the Trustees having regard to the circumstances and which may include the imposition of fines which amount shall not exceed R5000,00 (FIVE THOUSAND RAND) for each separate offense;
- 12.2. In the event of a breach by members of the Member's household, employees, visitors, guests and tenants, and the members of the tenant's household and the tenant's employees, visitors and guests, the Member shall be liable for the payment of any fines imposed;



- 12.3. In the event of a breach by a tenant, a member of the tenant's household or employees, invitees or guests of the tenant, the Association may, in addition to the imposition of any fine or penalty, bar the above mentioned from access to Hemel-en-Aarde Estate;
- 12.4. In the event of a continuing offense, any person subject to these Conduct Rules who contravenes or fails to comply with any of their provisions, or any condition or direction given in terms thereof, shall be deemed to be guilty of a separate offense for every 24 (TWENTY FOUR) hours or part thereof during which such offense continues, and shall be liable in respect of each such separate offense;
- 12.5. Any fine imposed on a Member, in terms of the above Clauses shall be a debt due and payable to the Association by the member on demand;
- 12.6. The imposition of penalties is subject to the relevant provision of the Hemel & Aarde Constitution;
- 12.7. Should a Member fail or refuse to comply with these Conduct Rules, the Association may take whatever action may be necessary and appropriate in the circumstances, and recover from the Member any costs incurred in taking such action, without prejudice to its rights to recover any fines or other penalties imposed.

13. Complaints Policy & Procedure

- 13.1. All and/or any complaints regarding any transgression in terms of the Conduct Rules, Club House Precinct Rules, Building Code of Conduct and/or the Constitution must be submitted in writing by the complainant to the Manager;
- 13.2. The aforesaid written complaint must furnish full and precise particulars regarding the alleged transgression(s);
- 13.3. On receipt of a written complaint as aforesaid, the Manager may:
 - 13.3.1. Request further information to be provided by the complainant;
 - 13.3.2. Request confirmation of the alleged transgression(s) by any eyewitness thereof;
- 13.4. If after investigating the complaint, the Manager decides not to take the matter further, the Manager shall inform the complainant who shall then be entitled to refer the matter to the Board of Trustees;
- 13.5. If after investigating the matter the Manager is of the opinion that the complaint appears to be valid, the Manager may:



- 13.5.1. meet with the alleged offender and advise the alleged offender of the nature and extent of the ~~set~~ complaint, and demand that the alleged offender rectifies the situation forthwith or;
 - 13.5.2. refer the matter to the Board of Trustees;
 - 13.6. If the alleged offender denies the allegations of the complainant, the Manager must establish from the complainant and the alleged offender, if they are agreeable to the dispute being adjudicated by a peer tribunal, in terms of the provision in the Constitution, provided that the dispute is one as defined in Clause 7.2.1 of the Constitution. If the complainant and the alleged offender are agreeable to the latter, the Manager must obtain their written confirmation thereof, and the Manager must point out to the complainant and the alleged offender the provisions of the Constitution;
 - 13.7. If the alleged offender denies the allegations of the complainant and the dispute is not one as defined in Clause 7.2.1 of the Constitution, the Manager must refer the matter to the Board of Trustees;
 - 13.8. If the alleged offender does not deny the allegations but refuses to cooperate, or if the offense should be repeated, the Manager shall address a formal letter to the alleged offender, in which a period of ten (TEN) days shall be granted to the alleged offender to rectify the situation. In the last mentioned letter the alleged offender shall, *inter alia*, be advised that should the alleged offender not comply with the aforesaid notice, the Manager shall be obliged to report the matter to the Board of Trustees, who shall be entitled to take further action against the alleged offender, and such further action may include fining the alleged offender;
 - 13.9. If it is agreed that a dispute is to be dealt with by a peer tribunal, the peer tribunal shall adjudicate the matter as soon as practically possible;
 - 13.10. Should the complainant and/or alleged offender not comply with the decision of the peer tribunal, the Board of Trustees must be advised thereof forthwith.
- 14. All rules are at the discretion of the Trustees and may be revised from time to time by the Board of Trustees.**