



STILBAAI YACHT CLUB
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DISCIPLINARY CODE AND PROCEDURE OF SYC SHARE BLOCK (PTY) LTD AND STILBAAI YACHT CLUB INCLUDING GENERAL RULES AND REGULATIONS

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PREAMBLE:

In any social system, irrespective of its nature, it is important for the participants to determine a set of rules that will regulate the conduct of its members and stakeholders and should be observed in order to function successfully.

Similarly with the Stilbaai Share Block and Stilbaai Yacht Club (hereinafter referred to as the Club), it is important to have a set of rules to regulate the relationship between the Club members and/or shareholders and the Directors of the Club and/or Committees, in the form of a disciplinary code and procedure to regulate and adjudicate disputes and/or complaints within the functioning of the Club, it's members, shareholders and the Directors governing the Club, or Committees established for this purpose.

The regulation and adjudication of disputes and/or complaints is mandated by the Club and/or its Directors to be performed by a duly appointed and established **Dispute Resolution Committee (DRC)**, as so agreed upon on the 23rd Annual General Meeting held on 31/08/2017 at Victoria Lake Club, Germiston.

The code is based on the following principles:

- a) The right of the Directors of the Club and/or the mandated Dispute Resolution Committee to take appropriate disciplinary steps against any member or shareholder, who acts in a manner conflicting with the interest of the Club.
- b) The right of any member or shareholder to lodge a complaint in respect of any conduct or the implementation of regulations outside the determinations of the Memorandum of Incorporation of the Club, whereby such party is aggrieved, whether by members, shareholders or Directors.
- c) At the same time the code also recognises the right of a member or shareholder to a fair hearing and applicable and just disciplinary action.
- d) The emphasis of any disciplinary system is on prevention, mediation and adjudication of disputes to ensure fairness to all members and shareholders of the Club.
- e) The disciplinary code is regarded as a guideline and its interpretation must be adequately flexible in order to adjust to various circumstances.

DISCIPLINARY CODE AND PROCEDURE

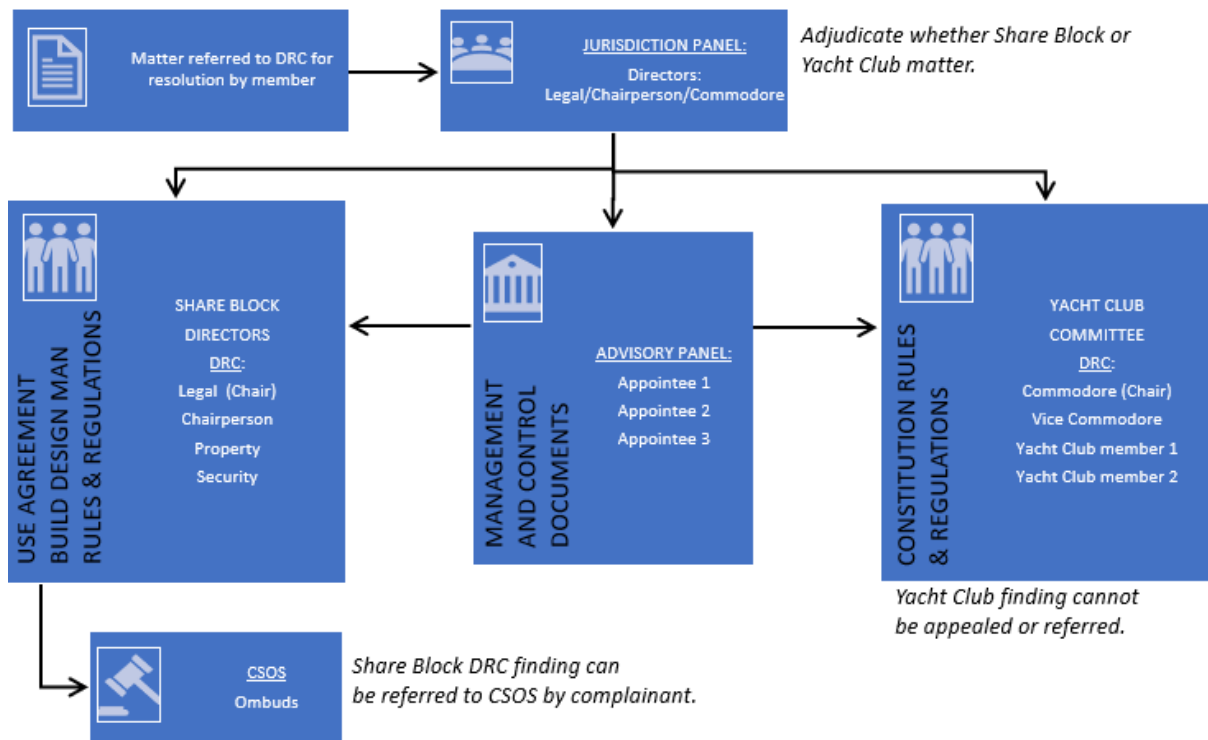
1. OBJECTIVE:

- 1.1. The objective of the Disciplinary Code and Procedure is to regulate discipline within the structures and functioning of the Club and with the key principle that all parties concerned should treat each other with mutual respect.
- 1.2. A premium is placed on both fairness in the adjudication of disputes or complaints and the efficient operation of the Club.
- 1.3. While this procedure protects all members and shareholders from arbitrary action, the Club and Directors are also entitled to satisfactory conduct from its members and shareholders.
- 1.4. Although discipline in general can be applied according to these provisions as set out herein, it should be noted that departure from these norms may be justified in proper circumstances.

2. PRINCIPLES:

- 2.1. The Club has the right and a responsibility to manage its business and direct its members and shareholders in doing so.
- 2.2. The Club reserves the right to implement rules or to establish standards of acceptable behaviour, conduct and the measurement thereof.
- 2.3. Disciplinary action or adjudication of disputes taken by the Club should at all times conform to the Code and/or any other enacted legal Statutes.
- 2.4. Any member or shareholder or the Club and/or its directors or mandated representatives will have the right to be represented by a co-member or co-shareholder at any stage of a formal disciplinary hearing or adjudication hearing to resolve any dispute or complaint.
- 2.5. In the first instance the purpose of disciplinary action or adjudication of disputes or complaints, is to correct behaviour rather than to terminate memberships, unless the offence is of a serious nature and termination is deemed necessary.
- 2.6. No incident or offence can be considered in isolation and the total impact of the offence in a disciplinary action or adjudication shall be considered.
- 2.7. The main goal and aim of the Dispute Resolution Committee is to maintain a harmonious environment in which all stakeholders can enjoy and participate equally in the functioning of the Club.
- 2.8. There shall be no discrimination of whatsoever nature based on the basic principles and rights conferred to citizens as enshrined in the Constitution of the Republic of South-Africa.

3. THE DISPUTE RESOLUTION COMMITTEE:



- 3.1. Due to the operation of the Yacht Club as a separate entity to the Share Block, the Dispute Resolution Committee (DRC) shall consist of four parts; Jurisdiction Panel, Share Block Dispute Resolution Committee, Yacht Club Dispute Resolution Committee and Advisory Panel.
- 3.2. The purpose of the **Jurisdiction panel** shall be to determine whether a matter submitted by a member, shareholder or Director falls under the jurisdiction of the Share Block or the Yacht Club. Matters shall be separated to ensure they are handled by the entity that has direct control over the class of member. The persons appointed to the Jurisdiction Panel shall be the Share Block Legal Director, the Chairperson of the Board of Directors and the Commodore, who is a member of the Board of Directors. They shall remain in these positions for as long as they are members of the Board of Directors.
- 3.3. The **Share Block Dispute Resolution Committee** shall comprise of the Share Block Legal Director as Chairperson, the Chairperson of the Board of Directors, the Property Director and the Security Director. They shall remain in these positions for as long as they are members of the board of Directors.
- 3.4. The **Yacht Club Dispute Resolution Committee** shall comprise of the Commodore as Chairperson, the Vice Commodore and two ordinary Yacht Club members. They shall remain in these positions for as long as they are members of the Yacht Club Committee.
- 3.5. In the event that a Dispute Resolution Committee member resigns, a new member may be appointed by the Directors or the Commodore in the case of the Yacht Club Dispute Resolution Committee, as an interim measure, until the next Annual General Meeting where nominations for a new members will be finalised.

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- 3.6. The **Advisory Panel** shall comprise of members of the Club who have legal training and who volunteer their services to assist with legal interpretation, procedures, research and general assistance to the DRC and the members. The Advisory Panel shall make recommendations to the DRC and shall not be in a position to make binding decisions.
- 3.7. All persons serving on the DRC, shall be shareholders in good standing with the Club and their respective levies must be paid in full in accordance with the Memorandum of Incorporation of the Club, must not have any overdue monies owed to the Club and they must have no pending formal disciplinary hearings against them in respect of breach of Club rules or disputes lodged against them with the Ombudsman for Share blocks. In the event that these conditions are not met for any reason, the member shall step down from the DRC within a 7-day notice period.
- 3.8. All persons serving on the DRC shall sign an undertaking to adjudicate disputes unbiased and in accordance with the Code and Procedures and the Memorandum of Incorporation of the Club, that they are familiar with same and that all complaints and disputes will be handled with the necessary confidentiality.

4. PROCEDURE:

- 4.1. Formal procedures do not have to be invoked every time a rule is broken or regulation is not met or when a complaint is lodged. Informal advice and correction or notification in writing to adhere to rules and regulations are accepted as the best and most effective way for the company to deal with minor violations.
- 4.2. Repeated misconduct warrants warnings or fines to be imposed, which themselves may be graded according to degree of severity. More serious infringements or repeated misconduct may call for a final warning or a fine to be imposed or any other action short of termination of membership. Termination of membership would be reserved for cases of serious misconduct or repeated offences.
- 4.3. The seriousness of the offence will determine the action to be taken and not necessarily the number of occasions the transgressions was committed.
- 4.4. It will not be the function or duties of the Dispute Resolution Committee to “police” actions of the members or shareholders or Directors of the Club. The Dispute Resolution Committee will only deal with formal complaints received as stipulated herein. It will remain the function or duty of the Manager of the Club and/or Directors of the Club to monitor violations and to oversee that the rules and regulations of the Club are adhered to. The Club Manager will issue, under instruction from the respective Chairperson, violation notices of breach in respect of any of the rules of the Club, to members/shareholders in order to rectify violations which are of a less serious nature. The Club Manager must forward such notifications to the respective Chairperson of the Dispute Resolution Committee to be kept on file and for future reference.
- 4.5. When such notices issued by the Club Manager in respect of violations to be rectified by members or shareholders are not adhered to, the Dispute Resolution Committee will rule upon such violations and issue appropriate warnings, fines or penalties in accordance with this Code.

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- 4.6. Any member, shareholder, Director or party may lodge a formal complaint with the Dispute Resolution Committee.

Step 1: Written notification to stop violation or remedy the violation:

Step 1 will not apply in cases of serious misconduct.

- a) This will normally be the first formal action instituted against a member or shareholder or any other party.
- b) Notifications will normally be given in writing to the applicable party. Notifications of this nature must be given as soon as possible after the offence became known.
- c) These notifications will be issued by the Club Manager.

Step 2: Written warnings to stop or remedy violations:

- a) Written warnings/fines may be used when the written notifications fail to produce the required results or where stronger action than a written notification is required.
- b) The DRC must record, in writing, the incident that gave rise to the issuing of such written warning/fine and it will be communicated to the applicable party via electronic communication (which will be deemed as being properly served or communicated), or personally handed to the applicable party and the applicable party shall be required to sign acknowledgement of receipt. If refusing to sign, a witness should sign on behalf of the applicable party in his/her presence, confirming that the warning/fine was issued.
- c) A copy of such warning/fine will be included in the Dispute Resolution Committee file against such party.
- d) Written warnings/fines should be issued as soon as possible after the incident came to the attention of the Dispute Resolution Committee.
- e) These notifications will be issued by the Dispute Resolution Committee.

Step 3: Final written warnings to stop or remedy violations:

- a) This step may be used where previous verbal and written warnings/fines had failed to produce required results and/ or where stronger action than the abovementioned is required.
- b) The DRC will record in writing the incident which gave rise to the issuing of the final written warning/fine and it will be communicated to the applicable party via electronic communication (which will be deemed as being properly served or communicated), or personally handed to the applicable party and the applicable party shall be required to sign

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acknowledgement of receipt. If refusing to sign, a witness should sign on behalf of the applicable party in his/her presence, confirming that the warning/fine was issued.

- c) A copy of such warning/fine will be included in the DRC file against such party.
- d) Written warnings/fines should be issued as soon as possible after the incident came to the attention of the DRC.
- e) These notifications will be issued by the Dispute Resolution Committee.

Step 4: Formal Disciplinary hearings/Termination of membership/Fines/ any other just penalty:

- a) This step may be used where previous written warnings/fines have failed to produce the required results or stronger action than either First or Final Warnings/fines are necessary due to the seriousness of the offence.
- b) Following a pre-investigation, the DRC will record in writing the incident, in the form of a notification to attend a disciplinary hearing.
- c) The applicable party shall be issued with a copy of such notice and it will be communicated to the applicable party via electronic communication (which will be deemed as being properly served or communicated), or personally handed to the applicable party and the applicable party shall be required to sign acknowledgement of receipt. If refusing to sign, a witness should sign on behalf of the applicable party in his/her presence, confirming that the notice was issued and the hearing shall be set down in accordance to this procedure.
- d) If the applicable party fails to appear for his/her hearing after due notice was served, the hearing will be conducted in the absence of the applicable party.
- e) The applicable party is entitled to reasonable time to prepare for the hearing.
- f) At least three members of a DRC to adjudicate a dispute, Chairperson included as one of the persons adjudicating the dispute.
- g) The applicable person will be afforded an opportunity to state his/her case in response to any allegation levelled against him/her by the initiator, complainant or aggrieved party.
- h) After having listened to the evidence presented by any initiator, complainant or aggrieved party, the DRC members will consider whether the applicable party is guilty or not of any transgression, charge or allegation. The majority decision of the DRC members will rule.
- i) In the event of the DRC members determining that the applicable person is guilty of any transgression, charge or allegation, the applicable person will be requested to offer mitigating circumstances prior to a decision with regard to the penalty being taken.
- j) After considering all the evidence and documents placed before the hearing and after having given due consideration to any mitigation or aggravating factors offered by the applicable

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parties, the DRC members may recommend an applicable penalty or sanction or fine or termination of membership to the Club.

- k) In the event that the penalty or sanction is that the applicable person's membership is terminated, such recommendation must be ratified by the Directors of the Club.
- l) The Directors of the Club must in their sole discretion consider all recommendations in respect of termination of membership by the Dispute Resolution Committee and must ratify such recommendations first, before it can be enforced. Should the Directors in a particular case decide not to enforce termination of membership, the case will be referred back to the DRC to impose an alternative penalty or sanction.
- m) Termination of membership will mean the following: Termination of membership to the Stilbaai Yacht Club. The holding of shares of the Share Block cannot be terminated or revoked. Termination of membership to the Stilbaai Yacht Club means that all privileges of such a member or shareholder to the Yacht Club will be revoked, including access to the facilities of the Yacht Club, whether owned or rented.
- n) The final outcome of hearings or adjudications will be electronically communicated to the applicable party (which will be deemed as being properly served or communicated), or personally handed to the applicable party and the applicable party shall be required to sign acknowledgement of receipt. If refusing to sign, a witness should sign on behalf of the applicable party in his/her presence, confirming that outcome of the hearing was properly served upon the applicable party.
- o) Any other disputes or complaints that are not specifically mentioned in this Code which may arise amongst members, shareholders or the Club may be referred to the DRC to be heard or adjudicated.
- p) It is accepted that the listed infringements may not be exhaustive and the same cannot be limited and may be considered as it arises in the common course of the running of the Club.

Happy and satisfying community living is achieved when members and shareholders use and enjoy their sites, stands and the common property in such a manner that they show respect for the rights of other persons lawfully on the property. Compliance with these conduct rules and consideration by members and shareholders for each other will greatly assist in achieving a happy community.

Unfortunately, as with most communities, there are always a few who do not understand the concept of a community and it is for those few persons that certain penalties must be imposed.

5. GENERAL:

- 5.1. All disputes and complaints must be lodged to the Dispute Resolution Committee within 14-working days and in writing, after the aggrieved party became aware of the violation or dispute. Disputes and complaints not lodged to the Dispute Resolution Committee within 14-working days will be considered as expired.
- 5.2. Disputes and complaints are to be submitted electronically to the email address of the Director holding the Legal portfolio.
- 5.3. The decisions taken by the Dispute Resolution Committee in the case of the Yacht Club are final and there will be no internal appeal process.
- 5.4. In the case of the Share Block Dispute Resolution Committee the unsatisfied party may lodge an appeal against the outcome of any disciplinary process or dispute with the Ombudsman for Share Blocks, within the rules and regulations of the Act for Share Blocks, in respect of disciplinary action being taken by the Dispute Resolution Committee and at the cost of the applicant.
- 5.5. It is agreed that the party who lodges a dispute with the ombudsman and who did not first exhaust the internal disciplinary procedure of the Club, such hearing at the Ombudsman will be at the cost of such party and the Club or Dispute Resolution Committee may object to the hearing at the Ombudsman based on the fact that internal procedures of the Club were not followed.

6. ENFORCEMENT OF THE CLUB RULES:

- 6.1. Notwithstanding the imposition of a warning, fine or other penalty imposed as set out above, should the member or shareholder fail to remedy the breach or contravention within the period stipulated in any notice or warning given, the Directors of the Club and/or DRC may, take or cause to be taken any such steps or action as it may consider necessary and/or appropriate, including the institution of legal proceedings, to remedy the breach or contravention (remedial action) and debit the costs of so doing to the levy account of the member or shareholder concerned.
- 6.2. Any fine imposed by the DRC or Directors of the Club, and/or costs incurred relating to any remedial action taken as indicated above pursuant to any breach or contravention of the Club Rules or Code or Memorandum of Incorporation of the Club shall be added to the member's or shareholder's levy account the following month and shall be deemed to be a debt by the member or shareholder, regardless of whether the breach or contravention was committed by the member or shareholder, or that member's or shareholder's invitee, or by a resident or that resident's Invitee, and the member or shareholder shall be liable to the Club for payment thereof.
- 6.3. In the event that any member or shareholder contends in writing within 7-working days to the DRC that he/ she , or the resident or relevant invitee of the member or shareholder or resident has not breached or contravened any of the Club rules or code, the Chairperson of the DRC shall appoint a panel as determined for the adjudication of formal disciplinary hearings to adjudicate the issue of the alleged breach or contravention, in accordance with

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such procedure as determined and the decision taken by the DRC will be final and the appeal process is to be followed as indicated herein to the Ombudsman for Share Blocks, including the aspects of costs.

7. LEVY PAYMENTS:

- 7.1. The imposition and payment of levies, and all matters incidental thereto, are regulated by the Memorandum of Incorporation.
- 7.2. In the event that a member or shareholder is in arrears with his/her payment of levies, the Club and/or Directors of the Club will send out a letter of demand to the applicable party. If the demand for payment is not met within 7-working days after it was served on the member or shareholder, the Club and/or Directors may institute legal proceedings against such member or shareholder and/or may approach the court to legally suspend all services and utilities to such applicable party. The costs incurred will be for the member or shareholder in breach. This clause will also be applicable in respect of any outstanding debts owed to the Club.

8. NOTICES / FINES / DEMANDS:

- 8.1. ALL NOTICES, FINES AND/OR DEMANDS, will be electronically communicated to the applicable party (which will be deemed as being properly served or communicated), or personally handed to the applicable party and the applicable party shall be required to sign acknowledgement of receipt. If refusing to sign, a witness should sign on behalf of the applicable party in his/her presence, confirming that the notice, fine or demand was properly served upon the applicable party.

9. GENERAL RULES AND REGULATIONS OF THE CLUB:

(The undermentioned rules and regulations must be read in conjunction with the Use Agreement, Constitution of the Club and Building Manual and are not exhaustive nor limited)

Vehicles:

1. The speed limit on the dirt road from the main road to the club gates is 25 km/h. Road users must take care and be aware of speed humps, joggers, cyclists, cattle and other users of this road.
2. The speed limit within the club grounds is 10 km/h. Breach of this rule shall be viewed as a serious transgression.
3. Drivers of all motor vehicles or vehicles as defined in the National Road Traffic Act no. 93 of 1996, must have a valid driver's license when driving such a vehicle on Club grounds.
4. Quad bikes, go-karts, scooters or motorcycles are not permitted to be used on the Club property.

Boats:

5. A Share Block member, who is the owner of a powerboat, is permitted to launch that boat from the Club property. The boat shall be registered with the Club and have valid certification papers (COF and buoyancy) available for inspection on request. The member shall have submitted a copy of their valid skippers' license to the Club Manager. The Share Block member must be present during the launching of the power boat. A Share Block member is not entitled to launch any powerboat that is not their property or owned by another share block member. Breach of this rule or part thereof shall be viewed as a serious transgression.
6. Persons who are not members or shareholders of the Club are not entitled to launch a powerboat of any type from the Club property, unless prior special permission was obtained in writing from the Directors of the Club or during sanctioned Club events.
7. All powerboats shall be launched from the designated launching areas, which are clearly indicated by signs.
8. After launching the boat trailer and the vehicle used to launch the boat must be removed from the foreshore and placed in the designated parking area. This is necessary to prevent the trailer and vehicle from obstructing other people wishing to use the launch area.
9. After launching the boat, and if it is going to be beached on the foreshore, it must be moved to the area designated for this purpose.
10. Vehicles launching or removing boats at a slipway, or adjacent to a slipway, do so on a *first come, first move* basis and must allow anyone ahead of them sufficient time to complete their

activity. Vehicles in the queue must keep clear of those in front of them and anyone moving boats in the area must ensure that they keep clear of others and avoid collisions at all costs. All drivers of vehicles must be vigilant to ensure that unsafe situations do not develop.

11. Note that the **Club Manager or boating staff have exclusive right of way at all times to launch and recover rescue boats** at the slipways and members must keep clear if instructed by them to do so.
12. During organised sailing events and regattas, the Club Manager or boating staff have priority to launch and remove sailing boats and other members must comply with their instructions when requested to do so. This over-rides the *first come, first move* principle as well.
13. Stilbaai Yacht Club has a no-wake zone which extends the length of the Club foreshore to a line 100m offshore, and parallel to the beach. All powerboats within this area shall be operated at a boat speed below of 5 km/h. Boats launching and exiting the no-wake zone shall not exceed this speed limit until they are clear of the no-wake zone. Boats entering the no-wake zone shall ensure that speed has been reduced to this limit prior to entering the zone.
14. Powerboats shall at all times keep a clear and active lookout for other persons using the water, especially swimmers and bathers, and must bear in mind that powerboats must give way to sailboats at all times. Persons using powerboats must be competent, be in possession of a valid skipper's ticket on board and comply with all rules and regulations pertaining to the use of powerboats on inland waters.
15. Powerboat users are requested to keep a lookout for yacht racing courses laid out on the dam, and are requested to refrain from passing through these courses, or near them at speed. The wake caused by this activity can and will disadvantage sailors who are racing at the time.
16. No Jet skis are permitted to be launched from the Club property, or are permitted to be operated within the Club no-wake zone.
17. All boats shall be parked in the designated boat yard at the back of the Club, except for Dragonfly sailboats and other large sailboats that cannot be moved to the boat yard. These boats shall be permitted to park in the designated parking area at the foreshore.
18. No boats shall be parked or stored on common property without written permission from the Directors of the Club. Boats shall not be parked on other members' stands without their written permission.
19. Not more than one boat shall be parked or stored on a member's stand at any time and the area under the boat shall be fully paved to prevent uncontrolled growth of vegetation.
20. All boats parked in designated open areas must be properly wind-strapped and fastened to avoid danger to persons or property.

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21. Any boat that appears to be abandoned or derelict will be moved to a designated area at the back of the Club and the Club shall have the right to dispose of it after making reasonable efforts to establish ownership.

Cleanliness:

22. Littering of whatever nature is not permitted on the Club premises or on the access road to the Club.
23. Litter generated by persons using the clubhouse facilities must take it with them when they leave and assist with the cleaning up the clubhouse facilities.
24. Household refuse must be sealed in plastic waste bags and put in front or back of the premises or a designated area for removal.
25. All other refuse and garden refuse to be placed in the bins provided or designated areas at the back of the premises. If unsure, please communicate with the Club Manager.
26. Throwing of cigarette butts in the roadways or any other common area is prohibited.
27. All members and shareholders are responsible to keep sites or stands clean and tidy at all times.
28. No refuse or rubble is allowed to be dumped on common property or other members stands.
29. Littering on the foreshore, piers or wet-deck is strictly prohibited and breach of this rule shall be viewed as a serious transgression.
30. Household washing shall be hung in designated areas or properly constructed washing lines and out of the view of roads and passers-by.
31. The communal ablution blocks must be kept clean and tidy and no foreign objects or chemicals are to be disposed of in the toilets or drains. Members and shareholders must consider all users.
32. Use of the clubhouse and enjoyment of the Club facilities must be reasonable and not cause a nuisance or disturbance to nearby house and/or caravan stand owners, with the possible exception of an organised Club event.
33. Use of fireworks or crackers on the premises is strictly prohibited and breach of this rule shall be viewed as a serious transgression.

People:

34. Assault, abuse, harassment or obstruction of the Club Manager, staff, Directors or committees in the execution of their duties, or of other members, is extremely serious and shall be viewed as a severe transgression.

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35. Reckless endangerment of any person or property is regarded as extremely serious, shall be viewed as a severe transgression and a case may be opened with the South African Police Services (SAPS).
36. Please respect the privacy of other people at the club, and do not intrude on this with loud music, bad or offensive behaviour. The time limit for loud activities is 22:00, unless it is an organised Club event, function or on Old Year's Eve. After 22:00 music may be played for your own ears only and shall not cause a nuisance to other members or shareholders. Should any activity cause a nuisance or disturbance to other members or shareholders it shall be stopped with immediate effect and any decision made by the Manager shall be final.
37. Any breach in respect of access and access rights to the Club and/or breaches in security shall be viewed as a serious transgression.
38. A member or shareholder is responsible for the actions of their guests, visitors or helpers and should there be any breach of Club rules, the member or shareholder will be held fully liable in their personal capacity.
39. Any member or shareholder or family member, guest or visitor of the member or shareholder that brings the name of the Club into disrepute may be disciplined and such actions or behaviour and breach of this rule shall be viewed as a serious transgression.
40. No person under the age of 18 years may be served liquor/alcohol at the club house bar or registered premises where the liquor license of the Club is held, nor may any person under the age of 16 years render services at the club house bar or registered premises where the liquor license of the Club is held, in accordance with the National Liquor Act no. 59 of 2003. No person is allowed to bring his/her own liquor to the club house bar or registered premises where the liquor license of the Club is held. Non-compliance may result in the Liquor license of the Club being revoked and/or criminal prosecution.
41. Alcohol abuse, drunkenness and/or violence that causes a disturbance and a nuisance to other members or shareholders is not permitted. Breach of this rule shall be viewed as a serious transgression.
42. Smoking or vaping is not permitted anywhere in the Clubhouse buildings, including both of the separate ablution facilities. Please comply with regulatory signage.
43. The Club reserves the right to search any person or vehicle entering and/or leaving the Club for security reasons.
44. No Pets of any category shall be allowed on Club property for any duration of time. Please respect the flora and fauna of the club. Refer also to the Use Agreement §4.

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45. No visitors of members or shareholders are allowed to enter or stay over at the Club, unless the following conditions are met:

- a) Visitors are accompanied by a member or shareholder or the immediate family of the member or shareholder.
- b) Immediate family shall specifically mean your wife, husband, children or parents.
- c) If visitors of a member or shareholder cannot be accompanied as specified in point a) and b), the member or shareholder shall make the necessary arrangements that another member or shareholder who is present at the Club, shall accompany such visitors of the absent member or shareholder on entering the Club, with the provision that such member or shareholder accompanying your visitors shall take full responsibility for the actions and/or behaviour of your visitors and will be held liable. Children under 18 years must be under adult supervision.
- d) The arrangement as specified in point c) shall be as follows: - the member or shareholder shall notify the Club Manager in writing of his/her intended visitors in his/her absence, the dates of their visitation, provide a list of names and contact details of the visitors and the details of the member or shareholder that shall take responsibility for his/her visitors in his/her absence.
- e) The immediate family of a member or shareholder may enter or stay over at the Club in the absence of the member or shareholder. Children under 18 years must be under adult supervision.
- f) Number of persons permitted to stay over is six (6) for a caravan stand and eight (8) for a house stand. Refer also to the Use Agreement §3.2.

46. Private worker/domestic helper of a shareholder, may stay over at the premises of the shareholder provided that the Club Manager is informed of the arrangement and such worker/domestic helper, shall stay over under the “roof” of the shareholder as your guest. Roof shall mean; your house, caravan or Wendy house and subject to the condition that such shareholder shall take complete responsibility for such worker and such worker shall be under the strict supervision of the shareholder and the shareholder shall at all times be present at the Club when the worker is on site. The shareholder shall be held fully liable for the actions of such worker in respect of breach of any rules of the Club. Arrangements may also be made such that workers as specified herein may stay over at the Caravans or Park homes provided by the Club for renting at the prescribed fees. A private worker is one that is directly employed by the shareholder, does not work for a contractor and is not a contractor. The number of private workers permitted per stand per day is limited to three (3).

47. Contractors/contract workers are not permitted to stay over on the Stilbaai property.

- a. Time on site shall be restricted from 07:00 to 17:00 on week days and no time shall be permitted on site over weekends or public holidays except during the months of June, July and August when contractors may be permitted, with prior approval from the Directors, over weekends and public holidays. Approval must be applied for using the prescribed application form submitted to the Manager seven (7) days before the activity is planned.
- b. Emergency repairs to electrical, gas, glazing and sewerage systems may be performed by contractors outside of normal working hours, weekends and public holidays. The Manager must be notified in advance of the arrival of such contractors to arrange access to the Club.

Accommodation for contractors may be arranged off the property in the vicinity of the Club.

Breach of this rule shall be viewed as a serious transgression.

Property:

- i. Any damage or breakage of Club property shall be for the account of the responsible person, member and/or shareholder, whether so caused by him/her, visitors or invitees or residents.
- ii. Damage to property of whatever nature is regarded as a serious offence and breach of this rule shall be viewed as a serious transgression.
- iii. Private use of Club facilities and equipment such as the clubhouse, kitchen, renting of Club caravans, tractor, Club boats etc., can be arranged with designated responsible persons, if unsure, enquiries can be made to the Club Manager/Directors.
- iv. The use of the pool facility is under the strict control of the Club Manager. Other pool users must always be considered. No glass in the pool area, urinating in the pool, making of “water bombs” or unnecessary splashing is permitted. Breach of these rules will not be tolerated and perpetrators will be requested to leave or be banned from the use of the pool.
- v. The use of the Trampoline facility is under the strict control of the Club Manager. No dangerous behaviour or interfering with jumpers will be tolerated and jumping time must be shared with other users.
- vi. Caution must be taken when open fires are made. They must not be left unattended and must be properly extinguished after use to prevent possible fire hazards.
- vii. Irrigation of gardens from the water supply of the Club is only allowed during permitted hours, which are as follows: 08:00 to 09:00 and 18:00 to 19:00 daily in summer. Watering times may be amended in winter and shareholders will be advised from time to time. Note that the Club

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operates its own water purification works and therefore the cost per litre is higher than the municipal rate. Members are required to use Club water sparingly at all times.

- viii. Building rules: No building construction, extension, alteration, wooden hut, waste pit, sewer, fence, electric or gas installation of whatsoever nature is permitted on a shareholder's stand without written approval granted by the Directors. Refer to the Building Manual for specifications, standards, rules and regulations.

Financial:

- ix. All bar accounts, other accounts or debts to the Club and/or monthly levies to be paid when due or on demand. The debt on a bar account of a member or shareholder is strictly limited to R500.00.
- x. If a member or shareholder cannot make payment of a levy and/or outstanding debt owed to the Club, within the applicable time periods as specified herein, the Memorandum of Incorporation and/or Use Agreement, due to financial constraints, the member or shareholder shall make the necessary representations to the Directors of the Club for part payments or other financial arrangements.

Legal:

- xi. The pro-forma forms as per attached annexure A – F, form part of the Disciplinary Code and Procedures and may be altered or amended at the sole discretion of the Dispute Resolution Committee with approval from the Share Block Directors.
- xii. The Dispute Resolution Committee shall communicate all proposed new rules and regulations formulated and precedents set in conjunction with the "Use agreement" and "Constitution" to the Share Block Directors, shareholders and members for ratification before being included in the General Rules and Regulations of the Club.
- xiii. The "Use Agreement" of SYC Share Block (Pty) Ltd., must be read together with the General Rules and Regulations of the Club.
- xiv. The "Constitution" of the Club must be read together with the General Rules and Regulations of the Club.
- xv. Should any of the General Rules and Regulations be in contradiction or in conflict with the "Use Agreement" and/or "Constitution" of the Club, they will be overruled by the "Use Agreement" and/or "Constitution" of the Club.

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- xvi. No deviation from the General Rules and Regulations will be accepted hence forward and as from the date of inception of the Code, rules and regulations as specified herein and in spite of any and all previous precedents set.

(Refer below List of Offences and Penalties)

10. LIST OF OFFENCES AND PENALTIES:

(NB. this list is not exhaustive and a member or shareholder may be sanctioned or penalised for any cause recognised in law or fairness as sufficient).

Category (A) offences: – minor transgressions – written notifications:

Breach of any normal accepted behaviour, standards, conduct and norms which does not form part of category C and D offences and that can be easily resolved through mediation or notice to stop violation or breach.

Category (B) offences – moderate transgressions – written warnings/fines:

Fines to the maximum of R500.00 can be imposed.

Breach of any normal accepted behaviour, standards, conduct and norms which does not form part of category C and D offences and that can be seen as serious.

Category (C) offences – serious transgressions – final written warnings/fines:

Fines to the maximum of R2500.00 can be imposed.

The following actions/conduct or behaviour will be regarded as serious:

Minor “Use agreement” violations and/or Constitution Violations of the Club or if expressly mentioned herein.

Category (D) offences – severe transgressions – termination of membership/fines/any other just penalty:

Fines to the maximum of R5000.00 can be imposed.

The following actions/conduct or behaviour will be regarded as severe:

Actions/ behaviour or conduct that can be regarded as serious “Use agreement” violations and/or “Constitution” violations of the Club or if expressly mentioned herein.

Duly signed on behalf of the Stilbaai Share Block Directors



Gavin Higgs – Chairperson

30 August 2022
Date

11. ANNEXURES (refer sample forms below)

ANNEXURE "A": DISCIPLINARY HEARING CHECKLIST

(To be completed by the Committee Members during the hearing)

Indicate - Yes/No

1. Accused notified in advance:
2. Accused was informed of his/her right to representation, witnesses and an interpreter
3. Accused pleaded guilty to charge(s)
4. Accused and/or his representative was given the opportunity to defend the case
5. The complainant and accused were afforded an opportunity to call witness(es)
6. The complainant and accused were afforded an opportunity to cross examine each other and the witness(es)
7. If found guilty, testimony in mitigation and previous disciplinary action were considered
8. The action taken is in accordance with the Disciplinary Code and Procedure

Committee Members Signature : _____

DATE: _____

Applicable person signature: _____

DATE:

ANNEXURE "B": NOTICE TO ATTEND A DISCIPLINARY ENQUIRY CONDUCTED BY THE DISPUTE RESOLUTION COMMITTEE OF SYNC SHARE BLOCK(Pty)Ltd., and STILBAAI YACHT CLUB.

To:_____

Stand number: _____

You are hereby instructed to attend a Disciplinary Enquiry to be held on:

Time: _____

Venue: _____

Complainant/aggrieved party:

The charge(s) are as follows:

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You are entitled to:

- be represented by a co-member or co-shareholder.
- call witnesses
- defend the charges

The Committee members will be:

1. _____
2. _____
3. _____

_____ Date: _____

ACKNOWLEDGEMENT OF RECEIPT OF APPLICABLE PERSON

(SHOULD THE APPLICABLE PERSON REFUSE TO SIGN RECEIPT HEREOF A WITNESS SHALL SIGN
ATTESTING TO THE FACT THE APPLICABLE PERSON HAS RECEIVED THE NOTIFICATION)

WITNESS SIGNATURE, NAME AND SURNAME _____

(If notice was sent electronically – attached proof of sent item and attach signature of person who
sent communication electronically, indicating time and date sent)

(Name and Surname of sender and signature)

Time and date sent: _____

ANNEXURE "C": DISCIPLINARY HEARING CHECKLIST

RIGHTS OF THE APPLICABLE PERSON TO BE READ TO HIM/HER -

You are entitled to the following rights:

- a. A formal enquiry;
- b. Be present at the enquiry. Note the importance of attending the enquiry. If you do not attend, it will be postponed and should you still be absent, the enquiry will be conducted in your absence;
- c. Be given time to prepare your case;
- d. Be given advance warning of the charges;
- e. Be represented or assisted at the enquiry;
- f. Ask questions of any evidence produced or of statements by witnesses;
- g. Call witnesses to testify on your behalf. Arrange with the chairperson to have your witnesses present; as this your responsibility;
- h. An interpreter. You may request another member or shareholder to act as an interpreter. Inform the chairperson of your need to appoint an interpreter;
- i. Appeal - no right of appeal. – to be lodged with Ombudsman for Share Blocks.

ANNEXURE "D": OUTCOME OF DISCIPLINARY HEARING

NAME AND SURNAME OF APPLICABLE PARTY:

STAND NUMBER: _____

DATE OF SANCTION: _____

Alleged offence/violation/breach:

Sanction/penalty/fine:

CHAIRPERSON DISPUTE RESOLUTION COMMITTEE: _____

DATE: _____

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ACKNOWLEDGEMENT OF RECEIPT OF APPLICABLE PERSON DATE

(SHOULD THE APPLICABLE PERSON REFUSE TO SIGN RECEIPT HEREOF A WITNESS SHALL SIGN
ATTESTING TO THE FACT THE APPLICABLE PERSON HAS RECEIVED THE NOTIFICATION)

WITNESS SIGNATURE, NAME AND SURNAME: _____

(If notice was sent electronically – attached proof of sent item and attach signature of person who
sent communication electronically, indicating time and date sent)

(Name and Surname of sender and signature)

Time and date sent: _____

ANNEXURE "E": VIOLATION OR COMPLAINT

Underline the applicable: 1) NOTIFICATION OF VIOLATION

 2) WRITTEN WARNING

 3) FINAL WRITTEN WARNING

NAME OF MEMBER/SHAREHOLDER:

STAND NUMBER: _____

DETAILS OF VIOLATION AND COMPLAINANT:

REMEDIAL ACTION DEMANDED, FINE OR PENALTY IMPOSED:

ISSUED BY: SIGNATURE: _____ DATE: _____

CAPACITY: _____

ACKNOWLEDGEMENT OF RECEIPT MEMBER/SHAREHOLDER _____

WITNESS SIGNATURE _____

(SHOULD MEMBER/SHAREHOLDER REFUSE TO SIGN RECEIPT HEREOF A WITNESSES SHALL SIGN
ATTESTING TO THE FACT THE MEMBER/SHAREHOLDER HAS BEEN SERVED)

ANNEXURE "F": TERMINATION OF YACHT CLUB MEMBERSHIP FORM

NAME OF MEMBER:

STAND NUMBER: _____

Following the outcome of a disciplinary hearing held
on _____ your membership to the Club is terminated with
effective date: _____.

The decision is ratified by the Directors of the Club and is signed accordingly by the Chairperson of the Club.

Signature of Chairperson.

Date: _____

Termination of membership has the following meaning:

ACKNOWLEDGEMENT OF RECEIPT MEMBER _____

WITNESS SIGNATURE _____

(SHOULD MEMBER REFUSE TO SIGN RECEIPT HEREOF A WITNESSES SHALL SIGN ATTESTING TO THE
FACT THE MEMBER HAS BEEN SERVED)

ANNEXURE “G”: FIVE GOLDEN RULES

SYC SHARE BLOCK & YACHT CLUB

General Rules and Regulations



5 GOLDEN RULES

1. Visitors’ fees are charged for non-members and excess persons per stand.
2. Speed limit of 10kph on SYC property.
3. No pets of any category to be brought onto SYC property.
4. Only licensed Share Block Members permitted to operate powerboats from SYC property (jet-skis not permitted).
5. **Zero tolerance of abuse of any kind towards SYC Manager, Staff, Directors or Members.**

Non-compliance will result in disciplinary action or immediate expulsion by management.

Refer to General Rules and Regulations, clause 9 for full set of rules.