

**Welgevonden Estate Durbanville
Home Owners Association**

**Conduct Rules
(Effective 09 Feb 2022)**

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1. Preliminary

1. (1) These Conduct Rules have been established in accordance with the Constitution and enforced by the Trustee Committee of the Welgevonden Home Owners Association (“the Association”), to provide for the use and enjoyment of the common areas, and to promote the harmonious co-existence of all owners and/or occupiers of erven within the Association in regard to their aforementioned use and enjoyment of the common areas, without unduly restricting their lifestyle. These Conduct Rules may be further amended from time to time subject to the provisions of the Constitution.

2. Binding nature

2. (1) These Conduct Rules shall be binding on all owners and/or occupiers including their visitors, and it shall be the duty of the owner/s to ensure compliance with these Conduct Rules by their occupiers.

(2) Should any damages be caused by, or penalties be imposed on, any of the persons referred to above, the owner of the particular erven will be strictly liable to pay for the damages incurred, or to pay the penalties imposed, by the Association.

3. Definitions and interpretation

3. (1) In these Conduct Rules, unless inconsistent with the context and the provisions of the Constitution, the following words and expressions shall have the meanings hereby assigned to them:

(a) “**Association**” means the Welgevonden Home Owners Association;

(b) “**common areas**” means the common areas within the Association;

(c) “**Community Schemes Ombud Service Act**” means the Community Schemes Ombud Service Act 9 of 2011, as amended from time to time, and any Regulations made and in force thereunder;

(d) “**Conduct Rules**” means these Rules which govern the Association as contained in this document, amended from time to time subject to the Constitution;

(e) “**Constitution**” means the Constitution of the Association;

(f) “**motor vehicle**” includes any vehicle, truck, motorcycle or motorised scooter and/or bicycle;

(g) “**occupiers**” means any person/s occupying an erf, other than the owner, including a family member/s or tenant;

(h) “**ombud**” means a person contemplated in the Community Schemes Ombud Service Act;

(i) “**pets**” include dogs, cats, birds, reptiles and rodents, kept in compliance with local municipal by-laws, and not for commercial and/or breeding purposes;

(j) “**registered owner**” means the person/s in whose name the erf is registered at a deeds registry in terms of the Act, or in whom ownership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who is deceased, or the representative of an owner who is a minor, or of unsound mind, recognised by law, and “owned“ and “ownership“ have a corresponding meaning, and

(k) “**visitor**” means any guest, employee, contractor, service provider and/or delivery person.

(2) In the interpretation of these Conduct Rules, unless the context otherwise indicates:

(a) the headings to these Conduct Rules are for reference purposes;

(b) where numbers are expressed in words and in numerals, the words shall prevail should there be any conflict;

(c) words and expressions used herein shall have the meaning assigned to it in the Constitution;

(d) words importing the singular shall include the plural, and vice versa, and words importing the masculine gender shall include the feminine and neuter genders, and vice versa, and words importing natural persons shall include legal persons and vice versa;

(e) when any number of days is prescribed in these Conduct Rules, and the exact reckoning of these days are not prescribed, then the number of days shall be reckoned exclusively of the first and inclusively of the last day, unless the last day falls on a Saturday, Sunday or a proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday;

(f) Should any of these Conduct Rules be in conflict with a provision of the Constitution, the provision of the Constitution shall take precedence;

(g) Should any of these Conduct Rules be in conflict with the provisions of any statute, the provisions of the statute shall prevail, and

(h) reference to natural persons includes legal persons and the converse shall apply.

4. Indemnity

4. (1) Any person/s on the common areas of the Association, or using any of its facilities or services, do so entirely at their own risk, and no person/s will have any claim against the Association of whatsoever nature arising from such use, nor for anything which may befall any person/s during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise.

(2) The Association will not be liable for any injury, loss or damage of any description that any person/s may sustain, physically or to their property directly or indirectly, in or about the common areas or its amenities, nor for any act done or for any neglect on the part of the Association, the Trustee Committee, or any of the Association's employees, agents and/or contractors.

5. Written consent

5. (1) Whenever the written consent of the Trustee Committee and/or management is required in terms of these Conduct Rules, application for such consent must be made in writing, and the applicant owner must furnish the Trustee Committee and/or management with all the details and documents as may be required by the Trustee Committee and/or management.

(2) The written consent of the Trustee Committee and/or management in terms of these Conduct Rules, or the withdrawal thereof, shall be in such format as decided upon by the Trustee Committee and/or management from time to time.

(3) The Trustee Committee and/or management may attach reasonable conditions to their consent.

(4) The Trustee Committee and/or management may, by written notice, notify the applicant owner concerned, if any condition imposed is not complied with, including a warning that the consent will be withdrawn if such conditions are not complied with.

(5) If non-compliance with the conditions persists for a period of 14 (fourteen) days after the Trustee Committee and/or management's notice, the Trustee Committee and/or management may withdraw their consent, by written notice to the applicant owner.

6. Safety and Security

6. (1) Owners and/or occupiers must ensure that the security and safety of others, as well as their properties are preserved and protected, and in particular, must ensure compliance with the Association's security system rules.

7. Behaviour on common areas

7. (1) No owner and/or occupier may make use of any part of the common areas to the exclusion of others, or in such a way that interferes with the use and enjoyment thereof by other persons lawfully on the premises.

(2) An owner, occupier and/or visitor must not obstruct the lawful use of the common areas by any other person.

(3) An owner and/or occupier must not, without the prior written consent of management:

(a) store or leave, or allow to be stored or left, any article or thing on or in any part of the common areas;

(b) place, store, leave any object on any part of the common areas, or allow or permit it to be so placed, stored, or left;

(c) erect any tent or similar structure of a temporary nature on the common areas;

(d) maintain, add to or remove from the common areas gardens;

(e) mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common areas, and

(f) erect washing lines or hang any laundry, or any similar items, on the common areas, or within their erf so as to be visible from outside their erf.

(4) No person/s may smoke any tobacco product, including electronic or similar smoking devices, on the common areas in such a way that causes a nuisance and/or disturbance to persons lawfully on the common areas.

(5) No person/s may smoke legalised marijuana, or make use of any illegal substance on the common areas.

(6) An owner and/or occupier must ensure that no alcohol, intoxicating or illegal substances are permitted on the common areas.

(7) An owner and/or occupier may not slaughter any animal or poultry on the common areas. The slaughtering of animals or poultry for religious reasons, will only be permissible provided that:

(a) the owner and/or occupier has/have obtained the prior written consent of the Trustee Committee, which consent will not unreasonably be withheld;

(b) such written request must specify a reasonable date and time for the slaughtering to take place; the type of animal to be slaughtered; the name and qualifications of the person who will be carrying out the slaughtering ritual; and confirm that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;

(c) the slaughtering ritual must be carried out in accordance with the terms and conditions of the Trustee Committee's approval granted after consideration of the written application referred to above;

(d) upon receipt of written confirmation from the Municipality that the owner or occupier has their consent and will comply with the applicable by-laws;

(e) as may be applicable, upon receipt of written confirmation from the Department of Health that the owner or occupier has their consent and that their specifications will be adhered to;

(f) upon receipt of written confirmation from the Society for the Prevention of Cruelty to Animals (SPCA) that a SPCA official will attend the ritual and ensure that the animal will not endure unnecessary pain or suffering;

(g) upon receipt of written proof that all affected owners and occupiers within the Association have received written notification of the slaughtering ritual to take place, which notification must set out the date and time that the slaughtering ritual is scheduled for.

(8) No owner and/or occupier may cure or hang up to dry any meat, fish, skin, or the like on any part of the common areas.

(9) No owner and/or occupier may hold or allow to be held any auction, exhibition/s or jumble sale/s on any part/s of the common areas.

(10) No owner and/or occupier may run a business on any part of the common areas.

(11) No advertisements or publicity material may be displayed or distributed on the common areas by a non-owner and/or non-occupier, however internal fundraising by children residing within the Association is allowed, provided that no nuisance is caused.

(12) An owner and/or occupier must not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common areas, without the prior written consent of management.

(13) No drones may be operated within the Association without the written consent of management, provided that the operator must be appropriately licensed, and act in conformance with security procedures and privacy protection.

(14) An owner and/or occupier must not cause or permit any disorderly conduct of whatsoever nature upon any part of the common areas or do or permit any act, matter or thing in or about the same which must constitute or cause a nuisance or disturbance or any inconvenience to any others.

(15) An owner and/or occupier must be cognisant of the close proximity of the erven to one another and must not allow any persistent and unreasonable noise levels to disturb peaceful enjoyment of others.

(16) Excessive noise must be avoided within the Association before 08:00 on Mondays to Saturdays, and 09:00 on Sundays, and from 22:00 on Mondays to Thursdays and 23:00 on Fridays and Saturdays, and 13:00 on Sundays.

(17) Owners and/or occupiers must take every effort that they and/or their visitors arriving or departing to do so with little disturbance to others.

(18) An owner and/or occupier must not use the property or permit it to be used for any purpose which is injurious to the reputation of the Association.

(19) An owner and/or occupier must take reasonable steps to ensure that their visitors do not behave in a way likely to interfere with the peaceful enjoyment of the Association, and must not cause or permit the striking, throwing, propelling or bouncing of balls, stones and/or other objects within the common areas.

(20) No explosives, crackers, fireworks or items of similar nature may at any time be lit and/or set off within the common areas, or anywhere else on the estate or private property

(21) No firearms may be discharged within the common areas, except under such circumstances, which would reasonably justify the use of a firearm for private defence, as set out in the Firearms Control Act 60 of 2000, and no cross bows, archery bows and arrows, pellet guns, paint ball guns and/or air rifles may be used within the Association.

(22) Motorcycles, quadbikes, golf carts and other similar motorized vehicles may not be used on the common areas, other than for entering and exiting the Association, nor may they be left, parked and/or stored on any part of the common areas where they may cause an obstruction, nuisance and/or danger to any other owner or occupier.

(23) Motorised vehicles such as motorcycles, quadbikes and any other engine-driven vehicles may not be used in such a way as to cause excessive noise when entering and exiting the common areas.

(24) Owners must not cause or permit the striking, throwing or bouncing of balls or other objects against any of the walls of the common areas and erven.

(25) No person/s may jump or climb over walls, perimeter walls, security gates or fencing.

(26) No obstacles or objects, which may interfere with the normal operation of the entrance/exit gates, may be inserted therein or placed in such a manner so as to avoid the closure of the gate. No person/s may tamper with or attempt repairs to the gates or its components. Any faults are to be reported to management.

(27) In the event of damage of whatsoever nature being caused to the common areas, by an owner and/or occupier or any of their visitors, the owner will be responsible for the costs of such repair.

(28) Owners and/or occupiers must not keep or do anything on the common areas after receipt of a notice to desist has been received from management.

(29) No barbeques, braais, or any form of open fires are permitted on the common areas. Should any owner and/or occupier wish to hold an event, the prior written consent of management is required, and the procedures set must be complied with in regard to the relevant part of common area and its use.

(30) Recreational fishing is allowed in the dam, strictly on a “catch and release” basis, and no swimming or recreational sports is allowed within the dam.

(31) Hunting and/or trapping, or similar, is strictly prohibited within the Association.

(32) The use of power tools, weed eaters and/or lawn mowers is prohibited between the hours of 18:00 to 08:00 on Mondays to Fridays, and after 17:00 on Saturdays. No such use is allowed on Sundays and/or public holidays

(33) The maintenance and tidiness of sidewalks and verges are the responsibility of the owner and/or occupier of each erf, including the vegetation and trees. Should any owner and/or occupier fail to maintain or keep such area tidy, management may undertake the required maintenance and/or cleaning, and recover the cost from the owner of the erf.

(34) The owner and/or occupier of an erf adjacent to estate perimeter electric fence, must ensure vegetation is kept clear of the electric fence at all times.

8. Littering, refuse, waste disposal and pest control

8. (1) The owner or occupier of an erf must not leave refuse or other materials including any rubbish, dirt, cigarette butts, food scraps, chewing gum, bottles or any litter whatsoever on the common areas, in a way or place likely to interfere with the enjoyment of the common areas by another owner or occupier.

(2) The owner or occupier of an erf must ensure that all refuse bags are securely tied to prevent leakage, that all open tins and bottles are properly drained, and that all broken glass or objects with sharp edges are properly wrapped in newspaper to prevent accidents.

(3) The owner or occupier of an erf must keep a receptacle for refuse in a clean and dry condition and adequately covered within, and not visible from, the erf.

(4) No receptacles, refuse or refuse bags, builders' rubble or any other kind of waste, may be left on the common areas, except when placed outside the erf on collection days, for periods not longer than twenty-four (24) hours before collection, and must be placed back within the erf on the same day as collection of municipal refuse and recycling.

(5) The owner and/or occupier of an erf must ensure that in disposing of refuse, they must not adversely affect the health, hygiene or comfort of the owners or occupiers of other erven.

(6) Owners and occupiers are responsible for removing all other kinds of refuse, including builder's rubble, packing material, furniture and similar from their own erven and from the Association.

(7) The owner of an erf must keep the erf free of wood-destroying insects, including white ants and borer beetles.

(8) No owner or occupier may feed any animal, bird or reptile on any part of the common areas or from their erf, and must refrain from doing anything, which might encourage the frequenting of pigeons, rodents, cockroaches or stray animals anywhere within the Association.

(9) Owners and/or occupiers must not use and/or allow the use of harmful and non-environmentally friendly pesticides.

9. Alterations and renovations

9. (1) Any owner planning to undertake an alteration/s and/or renovation/s to their erf must obtain the prior written consent of the overseeing residential architect and/or Trustee Committee. In doing so, the applicant owner must fully complete, sign and submit the required application, annexed hereto marked "Annexure C", in compliance with the Constitution and Architectural Guidelines.

(2) Should any owner wish to sink a borehole within their erf, the local municipal requirements must be adhered to.

10. Keeping of pets

10. (1) Any owner and/or occupier wishing to keep a pet/s, must ensure compliance with the local municipal by-laws in regard to the limit of the number of, and the manner in which, such animals may be kept.

(2) Owners and/or occupiers are required to keep their pets within the confines of their enclosed areas, and must ensure that their pets are kept under control on a leash, and accompanied by a responsible person, when on the common areas.

(3) An owner and/or occupier will be responsible for the correct and immediate removal of any of their pet's excrements from the common areas.

(4) No pets may unreasonably disturb others.

(5) The owner of any pet, permitted into the Association, will be solely liable for the conduct of the pet, and the Association will not be held responsible for same.

(6) The owner of a pet must ensure that animal, where relevant, is tagged, displaying the owner's contact information.

(7) Upon the breach of, or non-compliance with, the provisions and/or conditions set out in this Conduct Rule, the owner or occupier of the relevant erf may become liable for a fine. Upon the continued breach of, or non-compliance with, the provisions and/or conditions set out in this Conduct Rule, the Trustee Committee will make an application to the Community Schemes Ombud Service in terms of section 38 read with section 39(2)(b) or 39(2)(c) of the Community Schemes Ombud Service Act, whichever order is appropriate in the circumstances.

11. Letting

11. (1) No time-sharing or similar agreement may be concluded by an owner.

(2) An owner must take reasonable steps to satisfy themselves as to the suitability of the prospective tenant.

(3) An owner must, prior to occupancy being taken by a tenant or other occupier:

(a) inform their tenant or occupier of their duties to observe the Conduct Rules, and

(b) furnish them with a copy of these Conduct Rules and obtain a written undertaking from their tenant or occupier to comply fully and in all respects with the requirements of the Conduct Rules, for the period of their occupancy.

(4) All tenants of erven and other persons granted rights of occupancy by any owner of the relevant erf are obliged to comply with these Conduct Rules, notwithstanding any provision to the contrary contained in, or the absence of provisions in, any lease and/or any grant of rights of occupancy.

(5) Owners must not lease their erf or otherwise grant right of occupancy to any person if by so doing they contravene the law, any Act or By-Law.

(6) No such lease agreement will in any way release owners from any of their obligations in terms of the provision of the Constitution and these Conduct Rules.

(7) The rules in relation to the use and occupation of erven and common areas are binding on owners, their lessees and other occupiers of erven, and it is the duty of an owner to ensure that his or her tenants and other occupiers, including employees, guests and their family members, comply with these Conduct Rules.

(8) The owner remains at all times responsible for the behavior of their tenant or occupier and any breach by their tenant or occupier of the provisions of these Conduct Rules will be treated as if the owner committed the offence which must be rectified by the owner of the erf immediately upon receipt of a written notice to do so from the Trustee Committee.

(9) Breaches of these Conduct Rules by a tenant or occupier will result in the owner being subject to a reasonable fine determined at the discretion of the Trustee Committee.

(10) Owners or occupiers must ensure that the use of their erf does not cause a nuisance or danger to any other owner or occupier.

12. Vehicles

12. (1) No person may drive any vehicle on the property, except on the roadways and driveways constructed for the purpose.

(2) While on the common areas, the following is not permitted:

(a) sounding the hooter, other than in the case of an emergency;

(b) slamming of door/s;

(c) excessive revving of engines;

(d) radio and/or sound systems set at a volume audible outside the vehicle;

(e) driving recklessly or in such a manner as could adversely affect the safety of others, or to create a nuisance;

(f) tailgating through the entrance and/or exit;

(g) leaving, parking and/or storing motorcycles, quad bikes, golf carts and similar, where they may cause an obstruction, nuisance and/or danger to any others, and

(h) vehicles dripping oil, petrol or brake fluid, or in any way defacing the common areas. Should any vehicle have leaked fluid of any kind on the common areas, the owner and/or occupier of the erf, owning or granting access to the vehicle, is solely responsible for the immediate cleaning and repair of any mess and damage caused to the common areas, to the satisfaction of the Trustee Committee. In the event of a stain occurring, the owner or occupier will be given seven (7) days written notice in which to clean common area in question, to the satisfaction of the Trustee Committee. Should the owner or occupier not comply with the terms of the notice, the Trustee Committee will be entitled to have the common area in question cleaned, and all costs incurred to remove such stains will be for the owner's account.

13. Parking

13. (1) Vehicles are not permitted to be parked in such a manner as to encroach over another erf and/or the common areas.

(2) No vehicle may be parked, so as to obstruct the movement of pedestrians or other vehicles on the common areas, or from other erven.

(3) Without the permission of the Trustee Committee, no owner and/or occupier may, on the common areas:

(a) park trailers, caravans or watercraft, or permit any of their visitors to park trailers, caravans or watercraft. Caravans, trailers and watercraft may be parked on the owner and/or occupier private erf for the maximum duration of forty-eight (48) hours, whereafter it must be stored in such a way, that it is reasonably not visible from outside the erf.

(b) drive or park, any motorised vehicles, trailers, caravans or watercraft, or permit any of their visitors to drive or park any motorized vehicles, trailers, caravans or watercraft, on any section of the common garden areas.

(c) park trucks, other than those used for the purpose of loading and unloading goods, caravans, watercraft, trailers and vehicles which have no independent means of motorised propulsion, and

(d) dismantle or effect major repairs to any vehicle.

(5) The right to park vehicles upon the common areas is subject to the express condition that every vehicle is parked at the owner of the vehicles risk and responsibility, and that no liability will attach to the Association, or its agents, or any of their employees, for any loss or damage of whatever nature, which the owner or any person claiming through or under them, may suffer in consequence of their vehicle having been parked on the common areas.

(6) An owner and/or occupier may only use the common areas parking bays for short periods, including for the purpose of loading and unloading items from their vehicles as well as the collection and drop off of persons.

(7) No person/s may sleep or overnight in a parking bay on the common areas.

14. Employees and/or contractors

14. (1) An owner and/or occupier may not request the employee/s and contractors of the Association to perform personal tasks for them during their working hours.

(2) Owners and/or occupiers may not interfere with the employee/s or contractors of the Association in the performance of their duties or instruct them in regard to the common areas.

(3) Owners and/or occupiers are responsible for the conduct of their own employees and/or contractors on the common areas and must ensure that they:

(a) registered with the Association, except for contractors;

(b) are removed from the access control register when no longer employed by such owner and/or occupier, and

(c) do not cause a nuisance.

(4) Contractors and/or sub-contractors, including their employees must ensure adherence to the following:

(a) undertake work within the Association between the hours of 08:00 and 18:00 Mondays to Fridays and 08:00 and 17:00 on Saturdays;

(b) not work on Sundays and public holidays, except for in the case of an emergency and prior consent has been obtained by the Trustee Committee;

(c) use the ablution facilities provided by the respective owner or contracting company;

(d) only enter the Association for the purpose of accessing the erf upon which they are contracted to undertake work, and may only enter and exit the Association by means of a vehicle. Contractors and/or sub-contractors appointed by the Association must report to the Estate Manager prior to entering the Association;

(e) ensure that when working on more than 1 (one) erf at a particular time, the contractors must be transported from 1 (one) erf to another by means of a vehicle;

(f) ensure that a copy of the approved building plan/s are available at all times for inspection by the Estate Manager and/or scrutiny architect. Should any deviations occur, same must be approved by the Association and the Local Authority;

(g) do not place any advertising material/s within the Association;

(h) take care not to disrupt or break any bulk service lines, and the Trustee Committee must be informed immediately if such disruption or breaks occur;

(i) to carry out all work in compliance with the National Building Regulations and Building Standards Act 103 of 1977;

(j) contractors all risks insurance is in place;

(k) cement or similar products is not mixed on the tarmac or any portion of the common areas;

(l) to store on site any building material must be stored on site in the section premises at all times, and may not be stored on the common areas, and

(m) that the common areas are kept clean at all times.

(6) Domestic employees will be permitted to work all hours.

(7) Garden employees working on Sundays and public holidays are not permitted to make use of noisy machinery, including but not limited to lawnmowers, blowers and the like.

15. Complaints

15. (1) All complaints relating to the administration and/or management of the Association are to be submitted, in writing to management.

(2) Management must investigate the matter and notify the alleged contravening owner and/or occupier in writing of the complaint.

(3) Management shall ensure that action is taken against the person/s, who are allegedly in contravention, including the issuing of a warning and/or fine.

16. Dispute resolution

16. (1) In the event of any internal dispute arising, the parties to the dispute must engage each other in good faith, with a view to resolving the dispute within a reasonable timeframe. The management will not become involved in a dispute between parties not in regard to the administration and management of the Association.

(2) In order to notify the relevant parties against whom a complaint is made, of the dispute, and for the purpose of holding an internal dispute resolution meeting, the complainant must lodge a signed and motivated complaint with management.

(3) In the event of the dispute not being resolved internally, a party to the dispute may make an application for relief to the Community Scheme Ombud Service.

17. Contravention of these Conduct Rules and imposition of penalties

17. (1) If the conduct of an owner, occupier or their visitor/s, in the opinion of the management constitutes a nuisance or contravention of any of these Conduct Rules.

(2) Management may furnish the owner with a written notice, which may in the discretion of management, be delivered by hand, email or by registered post, except in the instance of parking violations, in which case, photographic evidence will suffice as proof of the contravention of these Conduct Rules, in order to impose a summary fine, where no prior notification in regard to a contravention of these Conduct Rules is presented to the offender.

(3) In the notice, the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if the conduct or contravention persists, a fine will be imposed on the owner of the erf.

(4) If the owner, occupier or their visitor nevertheless persists in that particular Association Rule, management may convene a meeting to discuss the matter.

(5) A written notice, by which the alleged offender, is informed of the purpose of the meeting and invited to attend, must be sent to the owner at least 7 (seven) days before the meeting is held. At the meeting, the owner must be given the opportunity to present their case, but except insofar as they will be permitted by the chairperson, they may not participate in the conduct of the meeting.

(6) After the owner has been given the opportunity to present their case, management may agree that a provision of these Conduct Rules have been contravened, management may, by majority decision, impose on the offender a fine to be determined in their discretion from time to time.

(7) Management must record the outcome of the meeting, and may resolve to uphold the fine, and/or withdraw, increase or reduce the fine.