

# CODE OF CONDUCT: USE OF AND ACCESS TO PEARL VALLEY FACILITIES

## 1 INTRODUCTION

- 1.1 PVI is the developer of Pearl Valley and the owner of the Facilities.
- 1.2 In terms of the Constitution –
- 1.2.1 PVI has the right in its sole discretion to establish the Club and it will be the owner of the Club and has control over the management and operational functions of the Club;
- 1.2.2 All members of the PV HOA shall be entitled to make use of the Facilities upon such terms as may be prescribed from time to time by PVI as the owner of the Facilities in relation to such use, which terms of use are set out in this Code.
- 1.3 The Facilities are the private property of PVI and should only be used by authorised persons, i.e. Members and Guests, subject to the provisions of this Code, and other persons expressly authorised by PVI to have access to the Facilities or any part thereof.
- 1.4 PVI has developed procedures and protocols to ensure effective and efficient running of the operations in respect of the Facilities and this Code summarises PVI's expectations of the Club, the Members, Guests and any other visitors to the Facilities and accordingly sets out the conduct rules to be adhered to by such persons to ensure continued access to and use of the Facilities.
- 1.5 This Code is designed to ensure that the Club, the Members, Guests and other visitors to the Facilities enjoy the Facilities in a pleasant, family friendly environment whilst at the same time protecting PVI's assets the *Pearl Valley* and *Val de Vie* brands and through the application of this Code PVI seeks to promote the values of:
- 1.5.1 integrity;
- 1.5.2 honesty;

- 1.5.3 respect;
- 1.5.4 and fairness.
- 1.6 This Code applies to the Club, the Members, Guests and all persons who wish to access and make use of any of the Facilities.
- 1.7 To the extent of any conflict between the provisions of this Code, the Estate Rules, the Club Constitution and/or the Club Rules, the provisions of this Code shall prevail.

## 2 INTERPRETATION

- 2.1 In this Code, unless inconsistent with or otherwise indicated by the context –
- 2.1.1 “**Academy**” means the Pearl Valley Golf Academy based at Pearl Valley;
- 2.1.2 “**the/this Code**” means the code of conduct as set out in this document and the appendices hereto;
- 2.1.3 “**Business Day**” means any day that is not a Saturday, Sunday or South African public holiday;
- 2.1.4 “**Club**” means Pearl Valley Golf Club established for the members of the Golf Course situated on Erf 1 Pearl Valley Estate, situate in the Drakenstein Municipality, Administrative District Paarl, Western Cape Province, (formerly portion 1 of the Farm Safariland No. 1265, Division of Paarl, Western Cape Province);
- 2.1.5 “**Club Facilities**” means the Club House, driving range, halfway house, pavilions, kitchens, refreshment rooms, tennis courts, pétanque court, swimming pool, and other conveniences built and/or erected on Pearl Valley for the general functioning of the Club and any improvements thereto;
- 2.1.6 “**Club Committee**” means the managing committee of the Club from time to time;

- 2.1.7            **“Club Constitution”** means the constitution of the Club, as amended from time to time;
- 2.1.8            **“Club House”** means the Club House owned by PVI and located on Pearl Valley and any part thereof including the restaurant, locker rooms, gymnasium, pro-shop etc.;
- 2.1.9            **“Club Rules”** means the rules promulgated by the Club from time to time;
- 2.1.10           **“Constitution”** means the constitution of the PV HOA as amended from time to time;
- 2.1.11           **“Estate Rules”** means the rules of the HOA as promulgated by the HOA in terms of the Constitution from time to time;
- 2.1.12           **“Facilities”** means the Club Facilities, the Golf Course and the Recreational Facilities,
- 2.1.13           **“Golf Course”** means the 18 hole golf course constructed on Erf 1 Pearl Valley Estate situate in the Drakenstein Municipality, Administrative District Paarl, Western Cape Province (formerly Portion 1 of the Farm Safariland No. 1265, Division of Paarl, Western Cape Province);
- 2.1.14           **“Guests”** means Members’ guests and/or tenants and/or Hotel guests;
- 2.1.15           **“Hotel”** means any hotel developed on Pearl Valley;
- 2.1.16           **“Members”** means members of the Club;
- 2.1.17           **“Pearl Valley”** means the Pearl Valley Golf and Country Estate residential development outside Paarl in the Western Cape;
- 2.1.18           **“PV HOA”** means the Pearl Valley Golf and Country Estate Homeowners’ Association;
- 2.1.19           **“PVI”** means Pearl Valley Investments (Pty) Ltd, registration number 2006/022980/07, a private company with limited liability duly incorporated in accordance with the laws of the Republic of South Africa;

2.1.20            **“Recreational Facilities”** means such facilities proposed to be established on Pearl Valley alternatively on property owned by PVI adjacent to Pearl Valley and added to from time to time, but which shall exclude the Golf Course, Club Facilities and the hotel, spa, restaurants and other amenities and facilities proposed to be established by PVI in terms of the Constitution; and

2.1.21            **“Tribunal”** means the tribunal appointed to determine a matter relating to a breach of this Code by a Member referred to the tribunal for determination on the basis set out in clause 15 below.

### **3 THE CLUB**

The Club must take all steps necessary to incorporate this Code into the Club Constitution and any Club Rules and disciplinary procedures to ensure that it is properly enforced by the Club against its Members, thereby ensuring compliance with PVI’s terms of use of the Facilities.

### **4 MEMBERS AND GUESTS**

“By making use of the Facilities, Members and Guests agree to be bound by the provisions of this Code.

### **5 MEMBERS’ GUESTS AND VISTORS**

5.1            Members may bring guests to the Facilities provided all membership subscription fees of such Members in respect of the use of the Facilities and with regard to their membership of the Club are fully paid up and provided further that the provisions of this Code, the Constitution, Estate Rules, Club Constitution, and the Club Rules are adhered to at all times.

5.2            The Member who brings a Guest to the Facilities remains responsible for their Guest’s conduct whilst they are in/on any of the Facilities.

5.3            A Member whose membership with the Club has been suspended or terminated for any reason will not be permitted access to any of the Facilities (including as a Guest).

- 5.4 A person may be allowed to enter as a visitor to the Facilities on prior arrangement/appointment with PVI, but subject to PVI's sole and absolute discretion and may be required to pay a visitor fee determined by PVI from time to time.

## **6 FACILITIES AND GENERAL CONDUCT**

### **6.1 Hours of Operation**

- 6.1.1 The hours of operation for each Facility will be posted in appropriate locations within the Clubhouse or online on the Pearl Valley or on the Club's website, if PVI so decides.

- 6.1.2 Seasonal opening times for the Facilities will be prominently displayed and may change from time to time.

### **6.2 Order and Decorum**

- 6.2.1 Members and Guests must not bring Pearl Valley, the HOA or the Club or the sport of golf into disrepute and may not display conduct which is likely to injure or discredit the reputation of PVI, the HOA, the Club, or Pearl Valley or any of these entities' members / shareholders / directors / trustees / employees / representatives.

- 6.2.2 Members and Guests must not make any public statement about PVI, the HOA, the Club or Pearl Valley or any of these entities' members / shareholders / directors / trustees / employees / representatives or such entities' affairs without the express permission of the relevant entity/person or have information published or broadcast on any forum without checking with such entity/person that it is factually correct.

- 6.2.3 Members and Guests must not behave in a manner which is unruly or disorderly.

- 6.2.4 Members and Guests must always respect one another and PVI, the Club and the HOA and not engage in any form of harassment, intimidation or other negative or menacing behaviour, including but not limited to –

- 6.2.4.1 advocacy of hatred that is based on race, ethnicity, gender, sexual orientation and/or religion;
- 6.2.4.2 statements which could reasonably be understood to demonstrate a clear intention to be hurtful, degrading or inflammatory;
- 6.2.4.3 statements which could reasonably be understood to be a clear intention to unfairly discriminate against any person on grounds of race, gender, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth;
- 6.2.4.4 statements which could reasonably be understood to be a clear intention to advance or suggest the inferiority of a group based on race, gender, pregnancy, marital status, ethnic or social origin, colour, sexual orientation, age, disability, religion, conscience, belief, culture, language and birth;
- 6.2.4.5 an expression which could reasonably be understood to impair or is likely to impair the dignity of others.
- 6.2.4.6 derogatory and/or defamatory remarks about a person;
- 6.2.4.7 incitement of violence;
- 6.2.4.8 physical or sexual abuse;
- 6.2.4.9 immoral acts, including acts of a sexual nature, which may cause distaste, revulsion or abhorrence to other Members, Guests, visitors, members of staff or the public.
- 6.2.5 Members' postings on any social media or other platforms must not be injurious or prejudicial to PVI, the Club, Pearl Valley, the HOA, any other Members or Guests and/or the staff or management of PVI, the Club and/or the HOA and/or amount to any of the actions contemplated in paragraphs 6.2.4.1 to 6.2.4.9 above.

- 6.2.6 Members and Guests must not assault another person and action will be taken against any Member or Guest involved in the assault of another, irrespective of who the instigator was.
- 6.2.7 Members, their families and Guests and their families must observe proper decorum in all parts of the Facilities. Any individual conducting himself/herself in an unbecoming manner will be requested by PVI's management to leave the Facilities and a report shall be made to the Club Committee for action to be taken, as may be deemed appropriate.
- 6.2.8 Any person intoxicated by alcohol will cease to be served on the Facilities and may be required to leave the Facilities.
- 6.2.9 In addition, the rules and etiquette of golf, tennis, and swimming published or unpublished, must be observed at the Facilities at all times. Violation will be reported by PVI to the Club Committee.
- 6.2.10 The possession or consumption of illicit drugs anywhere on Facilities is strictly forbidden. Anyone suspected to be under the influence of illicit drugs will be required to leave the premises. PVI will inform the Police of any person found, or suspected to be in possession or dealing of illicit drugs.
- 6.2.11 Members and Guests are to leave the Facilities punctually at time of closing.
- 6.2.12 Members and Guests must respect neighbours in the homes surrounding the Facilities when entering and leaving any part of the Facilities and should observe speed limits on the roads leading to the Facilities.
- 6.2.13 Smoking is prohibited inside all areas of the Clubhouse, in accordance with National smoking regulations (as amended).
- 6.2.14 The use of mobile phones or any other electronic devices anywhere in/on the Facilities must not cause a nuisance to other users.
- 6.2.15 All provisions of the Constitution, Estate Rules, Club Constitution, and Club Rules apply in respect of the Facilities and common areas surrounding the Facilities.

### 6.3 Responsibility of Member

6.3.1 A Member is not only responsible for his actions and those of his family, but also for any of his Guests. Violators of this rule are subject to suspension of access to and use of the Facilities and PVI reserves the right to report such individual/s to the Club Committee to take disciplinary action against them.

6.3.2 Members are responsible for any personal property left anywhere in/on the Facilities.

6.3.3 All private property, including motor vehicles, and other personal items belonging to a Member or Guest, shall be brought onto PVI's premises at the owner's risk. PVI assumes no responsibility for damage or loss of such property.

6.3.4 Members should report all trespassers on the Facilities to PVI or to the Club Committee.

### 6.4 Notices

No notices may be posted in or about the Facilities, unless approved by the management of the Facilities.

### 6.5 Pets

Members may not bring pets (other than guide dogs) onto the Facilities.

### 6.6 Food and Beverage

6.6.1 No Member or Guest may bring food or beverages into any Facility for consumption or arrange any function at any Facility, unless specifically approved by the management of the Facilities.

6.6.2 Only alcohol purchases at the bar in the Club House may be consumed in the Club House (unless dispensation has been given by PVI or by the General Manager (Golf Operations)).

6.6.3 No alcoholic beverages shall be served to minors.

## 6.7 Damage to Property

Members and their guests are accountable for misuse and damage to PVI's property. The amount of any damages caused by misuse, whether wilful or careless, will be billed to the Member's account with the Club.

## 6.8 Staff

6.8.1 Members or Guests may not reprimand, abuse or harass staff members of PVI, staff members of PVI's management team and/or staff members of the Club including but not limited to any club official, casual worker or volunteer working anywhere in/on the Facilities.

6.8.2 Complaints regarding any member of staff should be made in writing to PVI's management team and/or the Club Committee, giving the name of the employee, comprehensive details of the complaint(s), the time(s) and place(s) of the incident(s) giving rise to the complaint and the name of the complaining Member.

## 6.9 Dress Code

6.9.1 Tennis, golf, swimming or other suitable sporting attire, shall be worn at all Facilities as is appropriate.

6.9.2 Bare feet shall be permitted only at the swimming pool and in the locker/dressing rooms.

## 7 GYMNASIUM

### 7.1 Equipment

7.1.1 Members should seek instruction before using unfamiliar equipment.

7.1.2 Gymnasium equipment must not be used for longer than 15 minutes per piece of equipment during busy periods.

7.1.3 Members are asked to wipe down gymnasium equipment after use.

### 7.2 Personal Training

Members may not bring their own personal trainers into the gymnasium unless agreed to by PVI e.g. in the case of professional athletes making use of the gymnasium.

### 7.3 Studio Classes

7.3.1 Members must pre-book classes to ensure their participation in them.

7.3.2 Class timetables and instructors are subject to change from time to time without notice.

7.3.3 Where, in the opinion of an instructor, a class is overcrowded, the instructor may restrict the number of attendees at that class.

7.3.4 An instructor may, at any time, ask a Member to leave a class if the Member is jeopardizing the safety or enjoyment of others.

### 7.4 Attire

Members must be dressed in suitable attire at all times when on the gymnasium premises and appropriate exercise clothing is required whilst exercising in the gymnasium. Guidance as to suitable attire may be obtained from PVI's General Manager (Golf Operations) who may, at his/her discretion, require Members to leave the Facilities or any part thereof, if their attire is not considered suitable.

### 7.5 General

7.5.1 Only Members and Hotel guests may make use of the gymnasium. No guests other than Hotel guests are allowed to use the gymnasium without the prior approval of PVI and accordingly Members are not allowed to bring their guests or any non-members to the gymnasium.

7.5.2 Members may not use the gymnasium whilst under the influence of alcohol, narcotics or tranquilisers. If Members have high or low blood pressure, heart disease and/or diabetes they should consult their house doctor prior to using the gymnasium.

7.5.3 Smoking is prohibited in all areas of the gymnasium.

7.5.4 Only one individual is permitted in a shower cubicle at any one time (with the exception of a parent or guardian who may take his/her own child aged up to 8 years into a shower cubicle with him/her).

7.5.5 Members are advised that floors are slippery when wet. It is the responsibility of Members to acquaint their guests with this Code. Any Member or guest who does not conform to these rules will be asked to leave the gymnasium area.

## **8 LOCKERS**

8.1 Lockers in the Club House are made available subject to availability. PVI does not undertake that use of a locker will be guaranteed and that no theft or damage to Members' property will occur. Members should check that their household contents or other insurance policy protects them against any risk of theft.

8.2 Lockers may only be used for the purposes of keeping gym kit, toiletries and the clothing that Members were wearing when they came to the Facilities.

8.3 Lockers are available for use only whilst Members are on the gymnasium premises or on the Golf Course. Use of a locker whilst not on the gymnasium premises or on the Golf Course is prohibited. If Members or guests leave their belongings overnight in a locker PVI reserves the right to open the locker and remove such Member's or guest's belongings.

8.4 Members' or guests' belongings so removed will be available for collection from the security office at the main gate of Pearl Valley for a period of 30 days upon payment of the prevailing holding charge. If Members or guests do not collect their belongings within 6 months, such Member's or guest's belongings may be donated to charity.

## **9 SWIMMING POOL AREA**

9.1 For reasons of health and hygiene Members must:

9.1.1 obey the instructions of our security officer and staff;

- 9.1.2 not consume or store, or bring into the changing rooms or swimming pool area, any food or drink or any kind of glass container.
- 9.2 PVI reserves the right to limit numbers of people using the swimming pool if in its sole and absolute discretion it is too busy.
- 9.3 Members must:
  - 9.3.1 comply with any swimming direction posted in the swimming pool area; and
  - 9.3.2 wear appropriate swimwear.
- 9.4 No balls, floats or inflatables are permitted in the swimming pool area other than those provided or expressly allowed by PVI.
- 9.5 The swimming pool areas may from time to time be reserved for adults only, swimmers only or swimming lessons. Prior notice will be displayed at the entrance to the relevant pool area.
- 9.6 Members may not use the swimming pool or access the swimming pool area whilst under the influence of alcohol, narcotics or tranquilisers.

## **10 TENNIS**

- 10.1 Tennis at the Facilities is restricted to Members and Guests.
- 10.2 Tennis courts may only be used for playing tennis.
- 10.3 Children under 12 (twelve) must be accompanied by an adult while playing tennis.
- 10.4 Children not playing tennis are not allowed on the courts.
- 10.5 Proper tennis apparel and footwear are required for play. Heeled shoes and barefoot play are prohibited.
- 10.6 No music may be played on the courts.
- 10.7 Court times can be booked with the pro-shop in the Club House or through the Estate's software app.

10.8 Members may not use the tennis courts or access the tennis courts whilst under the influence of alcohol, narcotics or tranquilisers.

## **11 PÉTANQUE COURT**

11.1 Pétanque at the Facilities is restricted to Members and Guests.

11.2 Children under 12 (twelve) must be accompanied by an adult while playing pétanque.

11.3 Children not playing pétanque are not allowed on the pétanque court.

11.4 Heeled shoes and barefoot play are prohibited.

11.5 Court times can be booked with the pro-shop in the Club House.

11.6 Members may not use the pétanque courts or access the pétanque courts whilst under the influence of alcohol, narcotics or tranquilisers.

## **12 CHILDREN – GENERAL**

12.1 Members' or Guests' children aged up to 12 must be under direct adult supervision at all times whilst visiting or using the Facilities.

12.2 Members' or Guests' children aged up to 8 may change in either sex change room, under supervision and in designated areas only. Members' or Guests' children aged 9-12 years must change in designated areas under supervision in the changing room of their own sex.

12.3 Children are not allowed to play on the putting greens on the Golf Course.

12.4 Where children are allowed to use the swimming pool the following rules apply:

12.4.1 children may be restricted from using the swimming pool between the times posted within the Clubhouse, and these may vary on occasion;

12.4.2 children must be accompanied by an adult; and

- 12.4.3 the adult must accompany children into the pool area and must remain there as they remain responsible for the child's/ children's behaviour and safety.

## **13 GOLF**

### **13.1 Use of Golf Course and golf related Facilities**

- 13.1.1 Use of the Golf Course and all the golf related Facilities is restricted to Members, and Guests and visitors allowed by PVI to make use of the Golf Course.

- 13.1.2 Checking in at the pro-shop in the Club House prior to tee off is required for all Members and Guests.

- 13.1.3 All players are expected to play in the spirit of the game by –

- 13.1.3.1 acting with integrity e.g. by following the rules of the game, applying all penalties and being honest in all aspects of play; and

- 13.1.3.2 showing consideration to others e.g. by playing at a prompt pace, looking out for the safety of others and not distracting the play of another player.

### **13.2 Alcohol**

Alcohol may not be consumed on the Golf Course except a special dispensation has been given by the General Manager (Golf Operations).

### **13.3 Golf Carts**

- 13.3.1 Golf carts are to be driven cautiously with respect for other drivers. They may be driven only by people over the age of 18 years or with valid international drivers' licenses and by Junior golfers, subject to clause 13.3.2 below.

- 13.3.2 Members allowing their minors to drive golf carts do so strictly at their own risk, and this action could lead to suspension of the Member's right to access and use the Facilities.

13.3.3 A fleet of carts has been provided for the Members' enjoyment whilst playing on the Golf Course. They may be rented on a per round basis.

13.3.4 No person shall drive any golf cart or vehicle on any road within Pearl Valley at a speed in excess of 15 km per hour on golf cart driveways and 30km per hour on roads.

#### 13.4 Private Golf Carts

13.4.1 Members and/or guests may use private carts on the Golf Course and golf related Facilities, but all rules applying to golf cart usage still apply.

13.4.2 Private carts should conform to the approved colour scheme of the Club and to such specifications provided by the Club from time to time.

13.4.3 While golf carts are being used on the golf course they should remain on the golf cart paths provided. They shall not be driven beyond the no cart zones and should be driven straight up and down slopes and not laterally across slopes.

#### 13.5 Proper Attire

All Members and guests will use the changing/ locker rooms or their own accommodation for changing into proper attire. Golf shoes with soft spikes are required on the Golf Course. Proper golf attire includes proper golf shorts, slacks, skirts and shirts with collars and turtlenecks. Proper golf attire excludes blue jeans, cut-off shorts, cargo shorts, tank tops or T-shirts.

#### 13.6 Tee Time

13.6.1 Tee times for Members/ guests should be booked in advance.

13.6.2 Members are permitted to have 3 (three) outside guests and 4 (four) unaccompanied guests (i.e. maximum 7 (seven) per day) on a space-available basis and will only be confirmed on the day of play. Invited outside guests may not play more than once a month.

13.6.3 Tee times may be cancelled 24 hours prior to the booked tee time. A full charge may be raised if this is not adhered to.

### 13.7 Count-out procedures

13.7.1 First count-out procedures shall be taken on the best points of the back 9 holes.

13.7.2 Second count-out procedures shall be taken on the best last 6 holes.

13.7.3 If these procedures still result in a tie, the best last 3 holes shall be counted.

13.7.4 In the event of a tie in a medal competition the count out will go to the lower handicap.

### 13.8 Driving Range

13.8.1 The Academy will have designated hitting bays/areas at the driving range and such hitting areas may only be used by the Academy or Members.

13.8.2 All Members must present their Membership Card to acquire balls for hitting on the driving range.

13.8.3 Guests may use the driving range facilities 30 minutes prior to teeing off, but they may not make use of the driving range without having paid a green fee.

13.8.4 Golf balls may be hit from designated teeing areas only.

### 13.9 Golf Lessons

Lessons may be arranged on a "space available" basis through the professionals at the Academy.

### 13.10 Children

13.10.1 "Junior" is the term that will be used to describe dependents 18 years old and under.

13.10.2 Junior golfers are permitted to play in the Pearl Valley club competitions and tournaments, provided they have an official handicap from the club tees, and are invited and accompanied by an adult.

13.11 General

- 13.11.1 Members and Guests must generally care for the Golf Course by repairing divots and pitch marks, following signage, raking bunkers and avoiding any other damage to the Golf Course.
- 13.11.2 Players shall use their own set of clubs and may not share with another player.
- 13.11.3 Practice is not allowed on the Golf Course and multiple golf balls must not be played.
- 13.11.4 The Rules of Golf as approved by the South African Golf Association will govern all play except when modified by local rules.
- 13.11.5 Balls hit into a privately owned property on Pearl Valley may not be retrieved by a Member or Guest.
- 13.11.6 Litter must not be left on the Golf Course. It must be either deposited in the bins provided or taken off the Golf Course for proper disposal.
- 13.11.7 Tournament play or scheduled activities will take precedence over regular play.
- 13.11.8 Golf professional shall have full authority to regulate play on the Golf Course.
- 13.11.9 PVI's General Manager (Golf Operations) shall have full authority to restrict or prohibit play due to weather, course conditions or general maintenance.
- 13.11.10 All Member and/ or guests must register with the Pro-shop before beginning play.
- 13.11.11 All play will commence from the 1st tee on the Golf Course unless otherwise authorised by the staff of PVI or PVI's appointed Facilities management team. Starting on a hole other than 1 does not guarantee the right to immediately begin at the first tee at the turn.

- 13.11.12 A course marshal shall be utilised, as needed, to expedite play, to enforce golf etiquette and general golf rules and regulations. Members / guests are obliged to comply with these directions.
- 13.11.13 In case of lightning play will be suspended and Members / guests will be required to return to the Clubhouse.

#### **14 BREACH OF CODE AND SUSPENSION OF MEMBERSHIP**

- 14.1 In the event that a Member or Guest wilfully or negligently breaches any provision of this Code, PVI shall, if such breach is in the opinion of PVI capable of being remedied, allow the Member or Guest 7 (seven) days to remedy such breach and written notice to this effect shall be given by PVI directly to such Member or Guest or to the Club Committee to give notice to the Member or Guest.
- 14.2 In the event that a Member fails to remedy his breach as aforesaid or if the breach in question is unable of being remedied in the opinion of PVI, PVI reserves the right to, with immediate effect, if PVI so decides, refuse such Member or Guest the right to access and/or make use of any or all of the Facilities for a limited or indefinite period, in the sole and absolute discretion of PVI pending the outcome of the matter being dealt with by the Club as a disciplinary matter against the Member in terms of the Club Constitution and Club Rules.
- 14.3 In the event of PVI not agreeing with the outcome of the disciplinary action/s in terms of clause 14.2 above or the finding reached during such disciplinary action/s, PVI may refer the matter to a Tribunal in terms of clause 15 below and in such instance PVI's decision to refuse such Member the right to access and/or make use of any or all of the Facilities for a limited or indefinite period shall remain in force pending the outcome of the referral of the matter to the Tribunal.
- 14.4 In the event that a Guest fails to remedy his breach as aforesaid or the breach in question being unable of being remedied in the opinion of PVI, PVI reserves the right to, with immediate effect, if PVI so decides, refuse such Guest the right to access and/or make use of any or all of the Facilities for a limited or indefinite period, in the sole and absolute discretion of the PVI.
- 14.5 In the event that a Member's membership with the Club is suspended or terminated for any reason, PVI reserves the right to refuse such Member the right

to access and/or make use of any or all of the Facilities for a limited or indefinite period, in the sole and absolute discretion of PVI.

- 14.6 A Member or Guest will not have any right of appeal against a decision by PVI to refuse a Member or Guest access to or use of any of the Facilities.

## **15 REFERRAL TO TRIBUNAL**

- 15.1 If PVI refers a matter to the Tribunal as contemplated in clause 14.3 above, such matter shall be determined by the Tribunal on the following basis:

15.1.1 the Tribunal shall consist of 1 senior legal practitioner appointed by PVI with no less than 15 years' standing, 1 senior legal practitioner with no less than 15 years' standing appointed by the Club Committee, 1 senior legal practitioner with no less than 15 years' standing appointed by the HOA's board of trustees all to be appointed within 3 days of the matter being referred to the Tribunal and if any of them fail to do so, such party's Tribunal Member shall be appointed at the written request of PVI by the Chairperson for the time being of the Cape Bar (or its successor body), provided that the person so appointed by the said Chairperson shall be a member of the Cape Bar with no less than 15 years' experience as an Advocate;

15.1.2 PVI and the Member shall use their best endeavours to ensure that the matter is heard and finally determined by the Tribunal within 15 Business Days of its referral by PVI;

15.1.3 the matter shall be heard on an informal basis before the Tribunal with only a director of PVI and the Member and an authorised representative of the Club Committee and of the HOA's board of trustees present in person (which shall, for the avoidance of doubt, not include legal representation unless the Tribunal otherwise determines);

15.1.4 PVI and the Member shall be entitled, and obliged if the Tribunal so directs, to make verbal or written representations to the Tribunal, which may include a written explanation of the issues and reason for PVI and the Member's viewpoint, which shall in the event of written representations be lodged with the Tribunal within 3 (three) Business Days of the Tribunal's appointment or request by the Tribunal;

- 15.1.5 each of the Parties shall provide to the Tribunal upon request such documents and information as the Tribunal may reasonably require for purposes of its determination;
- 15.1.6 the Tribunal shall have an absolute discretion as to the procedure to be followed in arriving at their decision and, in particular, the Tribunal shall not be bound by strict rules of evidence or any other legal formalities or procedures; provided that the Tribunal will have made their determination in good faith regarding the sanction to be enforced against the defaulting Member regarding his access and use of the Facilities and disciplinary steps to be enforced by such Member after taking into account all reasonable measures to verify information that may be material in the dispute; and
- 15.1.7 as far as the costs of the Tribunal are concerned, such costs shall be borne by the party as determined by the Tribunal and shall be payable on demand.
- 15.2 The Tribunal shall, subject to the proviso to clause 15.1.6 above, make their decision as experts and not as arbitrators and such decision shall, in the absence of a manifest arithmetical error, be final and binding on PVI and the Member and will be carried into effect immediately.
- 15.3 Neither PVI nor the defaulting Member shall be entitled to withdraw from the proceedings in terms of this clause 15 or to claim at such proceedings that it/he is not bound by this clause.
- 15.4 Anything herein contained or implied shall not preclude PVI or a defaulting Member from applying to a Court for a temporary interdict or other relief of an urgent or temporary nature, pending the decision of the Tribunal.

## **16 AMENDMENT OF CODE**

This Code may be amended from time to time by PVI in its sole and absolute discretion and notice of such amendment will be given by PVI to the Club Committee, who in turn shall communicate it to the Members.