

Theewater Sports Club

Club By-Laws

(Amended Jan 2023)

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1. DEFINITIONS

Access Control Officer	The person in charge and operating the entrance gate to the Club, collection of payment to enter, etc.
Board	The Board as described per clause 18 of the Club Constitution
Boat Shed Accommodation	Being four of the original boat sheds which are leased to members for accommodation purposes
By-laws	Set of rules and regulations controlling the activities of the club, members, guests and visitors. These rules are approved by the Board
Cabin	A moveable mobile wooden OR Nutec structure as described in later sections
Caravan Port	A stand-alone feature comprising of cemented-in poles and roof structure only
CCC Committee	Caravan, Cabin and Camping Committee
C Number	The number required to be attached and displayed on every member's caravan / cabin
Club	Being Theewater Sports Club and its premises
Club officials	Persons employed, or persons empowered officially by the Club to fulfil certain functions
DWS	Department of Water and Sanitation
He / Him	Words importing the singular shall include the plural and vice versa, and words importing the masculine gender shall include the female gender
In good standing	As described by the Club Constitution
General Manager	As described by the Club Constitution
Guest/s	As described by the Club Constitution
Latte Screens	A structure of round wooden or bamboo strips placed alongside each other in a vertical or horizontal position
Management	Refers to the overall management of the Club under the control of the General Manager who reports to the Board
Members	A member as defined in paragraph 7 of the Constitution of the Club
Immediate Neighbour	Any immediate surrounding neighbour whose site touches the site, even at a corner.

PWC	Personal Watercraft, sometimes more generally referred to as a Jet Skis
SAS	South African Sailing Association
TSC	Theewater Sports Club and it's premises
T Number	The number required to be attached and displayed on all boats
Visitor/s	As described by the Club Constitution
Water Safety Officer	Any person appointed by Management to oversee the safety and rescue function on or around Theewaterskloof Dam. Such person may be a staff member, TSC member or member of the public duly authorised by Management

2. INTRODUCTION

The Theewater Sports Club is owned by all its members and governed by an elected Board of Directors. The General Manager is the chief executive officer reporting to the Board.

The mission statement of the Club reads:

“The objective of the Club is to facilitate, for the benefit of its members, long-term, sustainable, aquatic-related activity for family recreation and competitive sport, providing members with associated facilities, whilst conserving the natural environment, and the individual rights of people as embodied in the Constitution of the Republic of South Africa”.

In order to ensure that we are guided towards fulfilling our mission, and in the interest of all Club members, procedures and policies have been drafted into these By-laws. This step is a requirement of the Club Constitution and also in line with the requirements of the Lease Agreement between the Department of Water and Sanitation and the Club.

The Board of TSC has approved these By-laws and appeals to all members, guests and visitors to study these rules and to strictly obey them. Various procedures and rules are set out below for the benefit of all members and also to give new members, on joining TSC, the necessary guidance.

These By-laws are in addition to those detailed in the Club Constitution and are subject to them. These By-laws rescind all previous By-laws. These By-laws have been written in the spirit of TSC's mission statement.

As part of the spirit of being a member of TSC, members are expected to adhere to the following:

MEMBERS CODE OF CONDUCT

To uphold the Club Constitution and Mission Statement,

To honour and respect one's fellow members,

To respect all elected club officials,

To respect all the club staff,

To attend SGM's and AGM's and, if unable to, to send an apology,

To uphold motions voted in at the above meetings,

To take part in a water sport at the club,

To represent the club when taking part in events,

To follow procedures in place if unhappy with matters at the club, and

To enjoy and promote the Jewel we have.

INDEMNITY

The Club shall not be liable for injury, loss or damage to property through accident, fires, storms, falling timber, theft, public disturbance, vermin, wilful act or negligence of Club members or staff or injury, illness or damage from any other cause whatsoever whilst on or around the Club premises.

The use of facilities, equipment / vehicles and services provided by TSC, including the tractor, hoist and any other TSC equipment, is at the risk of the user and TSC does not accept responsibility for any loss, damage or injury that a person or their property may sustain. The use of such equipment will be at the discretion of management and prior permission for the use thereof is required. A levy may be charged for the use thereof.

All boats, caravans, cabins, etc are stored and moved at the owner's risk and the TSC will not be held responsible for any damage whatsoever.

3. ENTRY OF MEMBERS TO THE CLUB

- a) Members in good standing may gain entrance to TSC through the members' entrance gate by means of the access control security system. Their stays may be electronically recorded.

- b) Spouses / partners and dependants under the age of twenty-one may be registered to gain entry to the Club.
- c) Members are responsible to ensure that they have signed in on arrival and out when departing, stating the date and time. A register for this data is stored at the entrance gate. If the gate is unattended, the member shall record this information in the register, stored in a box on the veranda of the entrance gatehouse.
- d) The Access Control Officer may be required from time to time, to check the details of the family size, establish proof of membership etc. from the membership records, or any other system such as car discs or membership cards which may be in use from time to time and to check if the occupants in the car tally with this number.
- e) The Board reserves the right to evict or restrict any member who fails to observe acceptable standards of behaviour towards any TSC member, member of TSC staff or sub-contractors employed by TSC (including security).

4. MEMBERS CLUB ACCOUNTS

- a) Membership and Lease fees shall be paid either in full by the due date, or over a period agreed to in writing (to a maximum of 10 months in ordinary circumstances) by means of the authorised Club debit order facility. There are no other options available for the settlement on Membership and Lease fees. All other invoices to members are ideally payable on presentation, but in any event no by later than by the end of the month in which they are presented. The Board may grant, in writing, extended payment terms in respect of any amounts due to the Club in certain circumstances.
- b) TSC may refuse any member entrance to the Clubs premises should the member be in arrears with their Club fees or having been disciplined by a Board decision banning their entrance.
- c) Landlord's Hypothec – All items left at the Club by members may serve as security for the members compliance with their financial obligations of being a member. The Board has the right to apply a Landlord's Hypothec over these items and shall do so in writing to the member. The member shall not give up their rights or possession of these items or remove them from the Club once the Board has applied the Landlord's Hypothec.
- d) No member shall be granted permission to make improvements to their site, storage areas or construct a Cabin or Caravan Port unless they are in good standing. The Financial Committee shall determine whether a member is in good standing and their consent shall be received prior to the commencement of any improvements, etc.

5. GUESTS VISITING THE CLUB

- a) Members are responsible to sign in their guests on arrival at the entrance gate in the book provided. The members is responsible to pay their guests overnight fees.
- b) Where applicable, the member shall notify the Access Control Officer if their guests are arriving later than the member. If a member fails to do this, the guests shall be required to wait at the gate until the member signs them in or the guests are allowed entry provided they pay the public fee (ie, day and night fee).
- c) The maximum number of overnight visits per guest is six per annum. Thereafter, the guest shall pay full visitor fees and be considered as a visitor and no longer a member's guest nor enjoy the privileges of a guest. It is the member's responsibility to ensure that their guests are aware of this by-law.
- d) Guests may not park their cars or boats in access ways. Guest's parking is restricted to parking in demarcated areas for guests and visitors.
- e) Members are responsible for the behaviour of their guests and acquainting them with the Club rules. If their guests transgress any of the rules, the member concerned will be held responsible.
- f) Guests occupy the site and Club premises at their own risk. The Club shall not be liable for injury, loss or damage in their person or property through accident, fires, storms, falling timber, theft, public disturbance, vermin, wilful act or negligence of Club members or staff or injury, illness or damage from any other cause whatsoever upon or around the Club premises.
- g) No guests may stay on the premises without the member being present, unless the General Manager has granted prior permission. Such permission shall be given in writing.
- h) No guests are allowed to bring any pets onto the Club premises.
- i) Guests are expected to be acquainted with the Club rules and the water safety rules and will be bound by these rules whilst on Club premises or on the Theewaterskloof dam. A water safety booklet is available to all members. The club by-laws and water safety booklet are also available on the TSC website. It is the members' responsibility to ensure that their guests are aware of the rules and that they abide by these rules.
- j) Guests shall pay the public charge for the registration of their boats and the applicable launching fee. Such boats to be parked on the public parking area.

- k) A member shall not sign in more than 4 (four) guests at any one time without the written permission of the General Manager.
- l) Social Members Guests shall pay 50% of the day visitors fees.

6. CONTRACTORS

- a) A contractor is defined as any individual other than Club employees who perform work on the Club land for reward.
- b) All contractors shall be registered with the access control officer every time they enter the Club.
- c) All contractors shall wear a bib allocated to them once registered by the Access Control Officer. This bib shall be returned to the Access Control Officer when leaving to record that they are no longer on the Club land.
- d) Contractors are only allowed at the Club Mondays to Fridays. Contractors shall not overnight at the club without permission from the General Manager. No contractors are allowed at the club on weekends or Public Holidays except that contractors employed by Members to attend to their grass and gardens may be at the Club on weekends and Public Holidays.

7. MOTOR VEHICLES AND TRAFFIC ARRANGEMENTS

- a) Access ways are provided for the unhindered access to the waterfront areas by pedestrians, emergency vehicles, TSC vehicles and for the launching of boats, which can be launched on a dolly or trailer. They also provide access to permanent sites that are behind those bordering the roads.
- b) Vehicles shall not be parked in all the access ways including those between permanent sites.
- c) Regular vehicle traffic along the waterfront area in front of the permanent sites is strongly discouraged.
- d) The maximum speed limit of 12 kph on Club premises shall be strictly obeyed.
- e) During peak periods, only one motor vehicle per site will be allowed to park on, or in close proximity to your camping site. Additional vehicles shall be parked in the demarcated areas, which may change from time to time. These peak periods are during December / January, the Easter weekend and may include other periods due to big events hosted at the Club as and when required by Management.

- f) Motorists shall adhere to all the traffic signs and traffic rules of the Republic of South Africa. No unlicensed drivers are permitted to drive on TSC premises.
- g) Quad bikes are not allowed on the premises of the Club, unless for medical or other valid reason. Permission shall be obtained in writing from the General Manager or the Board.
- h) If and when management requires that the vehicles of members, member's guests or the public's to be identified, such identification shall be displayed on the vehicle at all times before entering and while on TSC premises.
- i) The Club shall not be liable for injury, loss or damage to property through accident, fires, storms, falling timber, theft, public disturbance, vermin, wilful act or negligence of Club members or staff or injury, illness or damage from any other cause whatsoever while using the access ways on or around the Club premises.

8. RULES RELATING TO BOATS

- a) All boats shall be registered with the Club. Boats shall be defined as any watercraft including, but not limited to powerboats, tenders, canoes, paddle skis, sailboards, kayaks, dinghies, keelboats, personal watercraft / jet skis (PWC's) and catamarans. Swimming toys are not included. The necessary boat registration form shall be submitted. A registration number (T-number) will be issued at the prescribed fee and the T-number shall be affixed to the boat at all times. This T number also assists with safety requirements in the event of an emergency, or perceived emergency.
- b) All boats that do not have the official Club registration identification (T-numbers) shall be liable for the normal public entrance fee.
- c) Boats found on the premises without a registration number will be impounded until they can be identified. A R100 admin fee shall be levied before the boat is released. Should a boat not be identified within 6 (six) months of being impounded, such boat may be sold and the proceeds used for Club funds.
- d) A boat parking bay in the relevant boat park, if available, will be allocated. The boat parking is subject to the lease agreement being signed.
- e) Covered parking facilities are limited. Members who wish to secure a covered bay shall put their names on the waiting list, which is available at the Club office. If available, the lease shall be signed. The Board reserves the right to re-allocate covered boat parking, if necessary, for other Club requirements.

- f) A member may park two or more boats in the boat-parking bay, provided the boats fit into the parking bay without obstructing the movement and / or parking of neighbouring boats.
- g) No boat parking will be allowed on the member's Plaat area during peak periods (December / January and Easter).
- h) A water safety booklet is available. It is the members' responsibility to ensure that their family and guests are aware of the rules and that they abide by these rules.
- i) The Club Safety Officer has the right to inspect any boat in order to check the prescribed safety equipment. The Safety Officer may refuse any boat owner permission to launch or may order any boat off the water if, in their opinion, the boat is not seaworthy or does not comply with any requirement as laid down by TSC, DWS or any other Government body.
- j) The use of the tractor and driver and / or boat hoist for keelboat / large powerboat movements shall be arranged with management and this service will be levied at the prescribed fee as determined from time to time.
- k) Boat audits shall be carried out on a regular basis. Owners of boats that do not adhere to Club by-laws may, after due notice, have the boat impounded and / or a fine imposed.
- l) If any boat is sold or the registration details change (e.g. new colour, new trailer, change in motor size, etc), the Club office shall be informed immediately.
- m) If any boat is removed from the Club premises, this information shall be recorded in the register at the entrance gate.
- n) All boat trailers shall be able to be easily identified. The T-number, owners name and mobile phone number shall be clearly marked on the trailer.
- o) All members who participate in any form of sailing (windsurfing and kiteboarding included) are liable to pay the SAS membership fee. If a member pays this fee at another Club, a declaration form shall be submitted to TSC.
- p) In the interests of noise abatement, all watercraft engines shall have an efficient muffler system, underwater exhaust or other device that adequately suppresses the combustion noise that is produced by the engine/s and is emitted through the exhaust system. This system shall be permanently fitted during operation on the Theewaterskloof dam. The system may not have a muffler cutout, bypass, or any other device designed or installed that could be used to intermittently or continually bypass any muffler or muffler system. A permissible sound intensity level will be one that does

not offend any reasonable person or persons on the shore, in the water or on board a floating device on the water.

The only exceptions to the above would be for organized boat racing, special events, or testing. Any of these events would need to be sanctioned by the Board.

- q) It is recommended that keelboats are removed from the water during the winter months (June, July and August), and parked in the keelboat parking area. All keelboats shall be removed from the keelboat parking area for the period 15th November until 15th January and then the Easter weekend, or any other period the Board may deem necessary.
- r) All mooring owners shall annually provide the Club with the Mooring Certificate, signed by a Club bosun or a suitably qualified person (approved by the club) confirming that the mooring has been inspected and complies with the mooring specifications, which are:
 - 1 x 1100\20 tyre filled with concrete forms the block. Steel 'W'-eye (min.20mm). Attached to the block is 10m x 16mm chain; 10m x 13mm chain; 10m x 11.5mm chain; appropriate shackles and swivels to suit; buoy (minimum capacity is A4 size); suitable strops approved by the bosun/s.*
- s) The Annual Mooring certificate shall certify that the top section i.e. including buoys and strops are inspected at least once a year while the total mooring is inspected every five years.
- t) The cost of the annual mooring inspection and any work shall be paid to the Club or the designated service provider as appropriate.
- u) The Club bosun/s shall determine the positioning, certification and dropping procedure for moorings. The contact details of the Club bosun/s are obtainable from the Club office.
- v) The keelboat boat owner shall, prior to launching, provide the Club with the insurance contract confirming that adequate coverage for third party insurance is in place prior to the launching and / or mooring of their boat. Without this the keelboat shall not be on the mooring.
- w) Boats may be moved from time to time by TSC staff as and when such reasonable need arises. The owner shall first be notified and shall be given reasonable notice to move their boat and / or be present when the boat is moved. Failure by the owner to respond to such a request shall entitle the Club to move the boat at the owner's risk. In an

emergency, such as a fire, the Club shall have the right to move the boat without prior notification having to be given to the owner.

- x) Personal Watercraft / Jet skis (PWC's) activities shall be restricted to the 'Play zone' in Grid reference B5 as detailed on Map 1 in the Rules and Regulations for Water Users at Theewaterskloof dam. See Annexure A.

9. RULES RELATING TO CARAVANS / CABINS

- a) All caravans and cabins shall be registered with the Club.
- b) The caravan / cabin identification number (C-number) shall be displayed on the window above the tow bar (caravan) / any window (cabin).
- c) Caravans that are stored in the Caravan Storage Area shall be left in an orderly manner. If required, the Club will move the caravan at the prescribed fee.
- d) All caravan movement requests shall be made by noon on Fridays, or noon the day before the commencement of a public holiday. Any other requests require 24 hours prior notice to the Club.
- e) The storage and movement of the caravan is entirely at the owner's risk.
- f) If any registered caravan / cabin is sold and / or the owner replaces their caravan / cabin with another caravan / cabin, the Club Office shall be informed immediately.
- g) No member is allowed to rent their caravan / cabin for financial gain to any outside parties unless approved in writing by the General Manager. However, for the duration of any organised event (sailing regatta, fishing competition, etc) a member may rent their caravan / cabin for financial gain to any outside parties provided they advise the club in writing as to who will be staying in their caravan / cabin and the duration.
- h) If any member removes their caravan from the Club premises, this information shall be recorded in the register at the entrance gate.
- i) All storage of caravans is subject to the signing of the plat lease agreement.
- j) All caravans shall have inflated wheels for easy movement in the event of an emergency.
- k) Every caravan / cabin shall be fitted with a suitable, fully charged fire extinguisher which shall be serviced annually.
- l) It is strongly recommended that anti-theft devices (burglar bars and alarms, additional hasp and staple locking devices, etc) be used to secure caravans / cabins against theft. Insurance on the caravan / cabin and its contents is strongly recommended.
- m) DSTV aerials shall be removed when lessee is not at the Club.

10. CARAVAN / CABIN / CARAVAN PORT SITE AND BOAT SHED ACCOMMODATION RULES

- a) Caravan / Caravan Port / Cabins Definitions:
- i. Caravan - A standard production neat caravan with an appropriate appearance and style. The maximum size shall be 7,5m x 2,5m (including the tow bar). In the event of a member wishing to bring a larger caravan onto the premises, written permission shall first be obtained from the CCC Committee.
 - ii. Caravan Port: A stand-alone feature comprising of cemented-in poles and roof structure only.
 - iii. Cabin - A moveable mobile wooden OR Nutec structure as described in the guidelines below.
 - iv. Chalet – A cabin owned by TSC.
 - v. Members Cabin – a cabin owned by members.
- b) Members' Caravan Port – Development:
- i. No caravan port may be erected without the prior written approval from the CCC Committee.
 - ii. Cabins, Caravan ports and / or caravans shall not be less than 2 meters from each other for fire safety reasons and not less than 1 meter from any boundary fence unless, in extreme / exceptional circumstances motivated in writing, a lesser space may be approved in writing by the Board.
 - iii. Caravan ports shall ideally have a rustic appearance.
 - iv. Limited amounts of concrete may be cast on site.
 - v. All wood used for the construction of a cabin shall comply with Building Regulations SABS082.
 - vi. A partial refundable non-interest-bearing deposit of R3,000 is required on submission of an application to construct a caravan port.
 - vii. The applicant shall be responsible for the payment of other prescribed fees such as draughtsman fees and municipal fees as shall be determined from time to time.
 - viii. Phased development shall NOT be allowed.
 - ix. The applicant has 30 calendar days to complete the construction. Should the construction not be completed within the 30 calendar days a monthly penalty of 25% at the annual site fee shall be levied for every 30 calendar days that construction runs over the 30-calendar day building period.

- x. Once the caravan port has been inspected and certified by the Caravan, Camping, Cabin committee (or the Board) as complete and complying with the provisions of the Site By laws, the 80% of the deposit will be refunded subject to the provision of the sub paragraphs above.
 - xi. Should a member with a caravan port wish to move site/s, he is responsible for removing all traces of the caravan port (including the concrete cast on site). A new member occupying the site is under no obligation to accept any or part of the caravan port structure.
- c) Caravan Port construction guidelines:
- i. Area of roof covering shall be 6m x 6m.
 - ii. Only single pitch structures shall be allowed.
 - iii. Highest point of the roof shall be a maximum of 3m above mean ground level.
 - iv. Difference in height between highest and lowest point of the roof shall be 300mm minimum.
 - v. Caravan port posts shall be treated gum poles or galvanized square tubing steel posts. If galvanized steel posts are used, if painted they shall be green or brown or may be wrapped in twine.
 - vi. Roof sheets to be Inverted Box Rib (IBR) or corrugated sheeting with green, brown, charcoal or galvanized finish.
 - vii. Maximum excavations per pole: 400mm x 400mm x 500mm deep.
 - viii. Structural design shall be as per the Club template.
 - ix. Sisalation may be attached underneath the roof sheets to assist with temperature control.
 - x. A gutter on the lower side is optional.
 - xi. Outdoor blinds may be attached to the caravan port, but these shall be removed or rolled up when the member is not in residence.
 - xii. The Caravan Port shall be 1m from the site boundary and 2m from the nearest neighbour unless, in extreme / exceptional circumstances motivated in writing, a lesser space may be approved in writing by the Board.
 - xiii. Formal applications shall be lodged with the detailed plans of the caravan port as well as a positional drawing including dimensions indicating placement position in relation to the surrounding areas and shall be drafted by a registered SACAP draughtsman as per SANS 10400 Building Regulations.

- xiv. Additional layout information of the site indicating neighbouring caravan ports, cabins and / or caravans and site numbers shall be indicated on the detailed plans.
 - xv. For record keeping purposes, 4 to 6 pictures of the site and surrounds shall be with the application and 4 to 6 pictures shall be submitted after completion of the erection of the caravan port.
 - xvi. During construction the General Manager shall sign off the positions of the holes for the posts, once dug (prior to the posts being installed).
- d) Members' Cabins – Development:
- i. No cabin may be erected without the prior written approval from the CCC Committee. Formal applications shall be lodged with the detailed plans of the caravan port as well as a positional drawing including dimensions indicating placement position in relation to the surrounding areas and shall be drafted by a registered SACAP draughtsman as per SANS 10400 Building Regulations.
 - ii. Cabins and / or caravans may not be less than 2 meters from each other for fire safety reasons and no less than 1 meter from any boundary fence unless, in extreme / exceptional circumstances motivated in writing, a lesser space may be approved in writing by the Board.
 - iii. Cabins shall have a rustic appearance.
 - iv. All cabins shall be moveable and limited amounts of concrete may be cast on site.
 - v. All wood used for the construction of a cabin shall comply with Building Regulations SABS 082.
 - vi. A partial refundable non-interest-bearing deposit of R7,500 is required on submission of an application to construct a cabin.
 - vii. The applicant shall be responsible for the payment of other prescribed fees such as draughtsman fees and municipal fees as shall be determined from time to time.
 - viii. The applicant has 90 calendar days from the date construction of the cabin commences to complete construction. Should construction not be completed within 90 calendar days a monthly penalty of 25% of the annual site fee shall be levied for every 30 calendar days that construction runs over the 90-calendar day building period.
 - ix. Once the cabin has been inspected and certified by the CCC Committee or the Board as complete and complying with the provisions of the Site By-laws, the balance of the 80% of the deposit will be refunded subject to the provision of sub paragraph vii above.

- x. Should a member with a cabin opt to re-locate to a different site, the member assumes all responsibility for the movement to the new site. The member vacating the site is also responsible for the removal of the foundation stilts unless the new member requests for the stilts to remain.
- e) Cabin construction guidelines:
- i. The Cabin shall conform to a maximum size of 6m x 3m.
 - ii. Pilings: galvanized steel posts, treated poles or cement plinth blocks which are set into the ground with concrete. To prevent subsidence, pole ends may also rest on pre-cast cement blocks or paving slabs underground.
 - iii. Wall finish to be timber lapped or log style or 'Nutec' ship lap, coloured / painted with mahogany or teak sealer.
 - iv. Roof finish to be Inverted Box Rib (IBR) or corrugated sheeting with green, brown or charcoal paint finish.
 - v. Windows and Doors to be meranti or pine, painted white, green, or wood sealer. Aluminium sliding doors and windows are also acceptable.
 - vi. Verandas, if this option is exercised, shall be a lean-to structure to the cabin with a covered roof and may have a deck. The sides shall not be permanently enclosed.
 - vii. The Cabin shall be securely fixed to the ground by being supported on wooden stilts, pre-cast cement blocks or lintels and a system of anchoring the cabin to the ground shall be in place.
 - viii. All gas installations shall be signed off by a qualified gas technician who is a member of the Liquid Petroleum Gas Safety Association of South Africa (LPGSA).
 - ix. Formal applications shall be lodged with the detailed plans of the cabin as well as a positional drawing including dimensions indicating placement position in relation to the surrounding areas.
 - x. Additional layout information of the site indicating neighbouring caravan ports, cabins and / or caravans and site numbers shall be indicated on the detailed plans.
 - xi. For record keeping purposes, 4 to 6 pictures of the site and surrounds shall be with the application and 4 to 6 pictures shall be submitted after completion of the erection of the cabin.
 - xii. During construction the General Manager shall sign off the positions of the holes once dug or pilings being installed (prior to the poles, plinths, etc being installed).
- f) Areas / Dimensions of Cabins:
- i. The footprint of cabins shall be a maximum of 6m long x 3m wide.

- ii. The height shall be a maximum of 2.9 meters (from the finished floor to the roof apex).
- iii. The roof footprint (area) may not exceed the footprint of the cabin with the eaves not exceeding 200mm. The roof may be single pitch or dual pitch with a symmetrical profile from the side elevation. If single pitch the highest point shall be the back of the cabin with the lowest point at the front of the veranda. If dual pitch the highest point shall therefore run the length of the cabin dead centre with gables on either end.
- iv. A covered lean-to veranda not exceeding the floor size of the cabin may be part of the cabin.
- v. The floor height shall be a maximum height of 500mm (from the finished floor to the mean natural ground level or established footprint level, whichever is the more restrictive), or higher if approved by the CCC Committee.
- g) Please refer to “TSC: Guidelines for the Construction of Cabins” for further details regarding cabins.
- h) Only 1 (one) cabin OR 1 (one) caravan port are permitted per site. A caravan port may not be converted to a cabin.
- i) Caravan and / or Cabin sites, both Permanent and Plaat sites, are approximately 120 m² in size.
- j) Only one caravan or cabin is allowed on a permanent site unless the site can reasonably accommodate a second caravan, the immediate neighbours written approval is obtained and the Board gives written approval for a second caravan. In the event of a permanent second caravan, an additional fee equal to 100% of the annual site fee shall be payable annually. A temporary second caravan is permitted, at no cost, whilst the lessee is in residence.
- k) Caravans / Cabins shall be at least 1m from the boundary of the site unless approved by the Board, unless, in extreme / exceptional circumstances motivated in writing, a lesser space may be approved in writing by the Board.
- l) Caravans on permanent sites should be anchored securely against the wind, but in all cases shall be able to be removed timeously from the site, in the event of an emergency.
- m) All caravans shall have inflated wheels for easy movement in the event of an emergency.
- n) In addition to a caravan / cabin, the following is permitted on a permanent site:

- i. Two storage boxes are permitted on a permanent site. The boxes may not exceed sizes of 2.4m long x 1.2m high x 1.2m wide and/or 3m long x 500cm high x 500cm wide. These boxes can be made from wood or metal and shall be painted dark green, unless the box is galvanized in which case the box need not be painted or if of wood construction, shall be stained or varnished.
- ii. The erection of a washing-up facility is permitted on a permanent site, with the written approval from the CCC Committee.
- iii. The installation of an outside fridge unit on a permanent site will only be considered if it is erected within the framework of the washing-up facility or the storage box.
- o) No permanent or semi-permanent residence is allowed on a permanent site, the Plaat or in boat shed accommodation. Requests from member's, who wish to occupy their site / boat shed accommodation for longer than three weeks (except the period between the 1st December and 15th January), shall be submitted to the General Manager for the Board's consent, prior to such occupation.
- p) Any immovable improvements (trees, shrubs, paving, immovable decking, latte, etc) that have been effected to a site shall remain on the site when the lessee vacates.
- q) The planting of any trees and shrubs is subject to the stipulations as laid down in the TSC Invasive Plant Policy. The removal of alien vegetation is encouraged. A copy of this policy is available from the office and on the club website.
- r) Hedges and trees may only be planted once written permission has been obtained from the immediate neighbours and the General Manager. No hedge may be higher than 1,5m nor obstruct the view of neighbours.
- s) Fires of any sort may only be made in portable containers or suitable non-permanent structures. No fires or open fireplaces are allowed in cabins.
- t) Latte screens, not exceeding 12 meters in total length and not higher than 1.5m between neighbour/s and / or 1.8m along public open spaces, are permitted. Written permission is required from the immediate neighbour/s or CCC. Latte screens may be erected once and the said written permission from neighbour/s together with a written application detailing the location of the latte screens on the site plan has been approved in writing by the CCC. Should a lessee wish to exceed the above parameters, written application with reasons shall be submitted to the Board for approval. Such excess latte shall be removed once the lessee gives up the site. No new lessee shall automatically have right to the excess latte. The position of the latte should not

prevent a vehicle from being able to be parked on the site. Latte shall not prevent neighbours access to a communal tap unless the applicant provides an alternate tap at their own cost. In order to maintain the openness from the Plaat to the waterfront, no latte shall be allowed on sites 7 to 27 except for the existing latte on site 7.

- u) Powerboats and trailers may not be parked on a site, except when the lessee is in residence. Not more than two single hull boats and each not exceeding 4.5 (four and a half) metres in length shall be parked on a site. They should not obstruct the staff from mowing the lawns and be safely and neatly stored. Staff will not move items in order to cut the grass or clean the site. Other loose items shall be stored under the caravan / cabin when the Lessee is not in residence. A R100 administration fee will be levied to remove powerboats, trailers and boats which infringe upon this by-law.
- v) Permanent Site Lessees shall accumulate a minimum of eight overnight stays credited from 01 May to 30 April of the following year (see details of the definition of a stay under Allocation of Permanent Sites).
- w) The maximum number of people (members and guests) staying overnight on a site shall be eight (excluding children under 13). Where larger parties are to be accommodated, the Plaat and / or Public sites shall be used.
- x) No electricity generators are permitted except for maintenance purposes and only during specific hours. Written permission shall be obtained from management and neighbours in all cases before work commences.
- y) Noise disturbance is not permitted. No music is allowed after 22h00 and before 10h00. Strictly no music whatsoever is allowed from cars or stationary vehicles. Members, their families and friends are reminded to observe acceptable standards of behaviour and noise levels. Members failing to comply shall be suitably warned and may be evicted by the Board.
- z) No chains, ropes or other obstructions are allowed to obstruct the free movement of members along the demarcated access ways, other than chains, etc erected for security purposes (eg, boat and caravan storage areas).
- aa) The use of Club electricity is limited to the charging of batteries, torches and cell phones. Charging facilities are available at the Ablution blocks. Electricity may however be used for maintenance work only on the member's caravans / cabins, boats and related items. No electrical connection may be made to a caravan / cabin for any other purpose, e.g. for lighting, fridges, microwave ovens, etc.

- bb) The Club will maintain permanent sites but limited to mowing of grass and the watering of gardens (only if irrigation facilities e.g. tap, hose and sprinkler as specified from time to time by management, are supplied by the member). No Lessee shall pay staff for the work done as per this clause.
- cc) The onus for the maintenance of shrubs, trees and plants rests with the Lessee.
- dd) During the summer months, members shall not water their site for a period longer than 45 minutes per day or such lesser time or specified time, as contained in a notice which shall be posted on the notice board.
- ee) All requests for “private” work by Club staff for a member shall be authorised by the General Manager and may then only be done outside of the staff members’ normal working hours.
- ff) No private work or work for gain or payment / reward, using the Club’s premises, equipment or electricity is allowed by a member, unless such work is done under contract to the Club.
- gg) Upon the cancellation of the lease, the lessee is responsible for ensuring that the site complies with all the By-laws at their own cost prior to them vacating the site.

11. CAMPING RULES

- a) Camping rules apply to all caravans, motor homes, tents, etc.
- b) Members who do not have permanent sites may camp on the Plaat area, public sites and, when available, the Keelboat parking area.
- c) Should a member wish to book a site on the Plaat or Keelboat parking between the 15th of December and 3rd of January or the Easter weekend, they shall pay a non-interest-bearing deposit of R100 per day to secure their booking. Should they not stay at the site booked for any of the nights booked without the prior written consent of the General Manager, excluding between the 24th and 26th of December, they shall be liable to a penalty of R250 per night. The deposit will be refunded less any penalties imposed.
- d) Should a member wish to camp on the electrical sites on the public side between the 15th of December and 3rd of January or the Easter weekend, they shall pay normal public overnight rates applicable to electrical sites (ie, they shall not pay the day rate, only the overnight rate). Any member is limited to one public site at the discounted price during the dates listed above.

- e) No camping is allowed on the foreshore in front of the permanent sites unless so authorised by the Board in writing.
- f) No fires to be made except in braai drums, facilities or containers provided by the Club or in a stand-alone braai or Weber-type braai which has at least three legs and shall be of firm steel or similar type of construction.
- g) All fires shall be extinguished once the braai is completed, the remaining ash, wood or coal shall be removed and the braai area left clean.

12. ACCOMMODATION / PARKING / STORAGE LEASES

- a) Leases are applicable to the following members:
 - i. Permanent Site Leases.
 - ii. Plaat Site Leases (Members with caravans normally stored in the Caravan Storage Area).
 - iii. Boat Shed Accommodation Leases.
 - iv. All boat parking and caravan storage areas.
- b) The Club is responsible for issuing the lease documents to the relevant members.
- c) The lease is subject to the signing of the lease document and returning it to the Club office within 30 days of occupation of the leased premises. A copy of the lease duly signed by the lessor and lessee may be obtained from the office.
- d) Leases shall contain a clause that institutes a “landlords hypothec” over the lessee’s assets on the Club land in the event of their Club fees being in arrears.
- e) The lease may be cancelled by the Board if the Lessee:
 - i. Cedes, transfers, assigns or sub-lets the accommodation, parking or storage or permits another person who is not a member of the Club to occupy the accommodation, parking or storage in their absence without the permission of the Manager, obtained in advance on every occasion.
 - ii. Allows any other family member or another member who does not form part of their membership category, to occupy their accommodation, parking or storage overnight, without prior payment by this person of the Members Overnight Camping Fee.
 - iii. Places on the members permanent site or plaat site/s more than 3 small two-man tents (other than the standard caravan tent) providing they remain within the site boundary and do not exceed the number of permitted guests, or in any way obstruct any adjoining site/s or access ways.

- iv. Fails to dispose of refuse in the standard refuse bags and bins.
 - v. Fails to keep the area adjacent to the site or boat shed accommodation in a tidy or satisfactory state.
 - vi. Fails to comply with the conditions of the lease, and the rules and by-laws of the Club, as amended from time to time.
 - vii. Fails to complete, sign and return their lease to the Club office within 30 days of occupation of the leased premises.
 - viii. Fails to pay the club fees when due.
- f) The Board may terminate the lease or order the removal of any caravan, cabin, caravan port or latte not maintained to a reasonable standard.
 - g) Any lessee not complying with the site By-laws or erecting an unauthorised structure shall be given 30 days written notice to rectify the situation failing which they shall automatically have their lease cancelled and shall be required to remove from the structure at their own expense within 30 calendar days of Notice. In the event of the structure not being removed within 30 days, the structure becomes the club property.
 - h) Member's cabins or caravan ports may be sold to another member. If the owner does not wish to sell the structure in accordance with the terms indicated above, the structure shall be removed within 30 calendar days of cancellation of the lease. In the event of the structure not being removed within 30 days, the structure becomes the club property.
 - i) The Lessee agrees that TSC will not be held liable for damages, or any costs incurred when vacating a site or exercising forced removal.
 - j) The Lessee and the Lessee's guests occupy the accommodation, parking or storage and the Club premises at their own risk and the Lessor shall not be liable for loss or damage to such occupiers in their person or property through accident, fire, storm, public disturbance, falling timber, theft, vermin, willful act or negligence of other Lessee's or of Club members or staff or injury, illness or damage from any other cause whatsoever upon or around the Club premises.
 - k) In the event of a Lessee having to vacate the site, a 30-day period (after notification by the Club) will be allowed for this vacating.

13. ALLOCATION OF PERMANENT SITES

- a) Permanent sites may become available under the following conditions:
 - i. If the Club develops further permanent sites (subject to 13(h) below),

- ii. When a permanent site Lessee resigns,
 - iii. Where a permanent site Lessee has not accumulated the minimum number of 8 stays (credited during the Club financial year from 01 May to 30 April of the following year),
 - iv. When a permanent site Lessee gives up their site, or
 - v. If the lease of a permanent site Lessee is cancelled for any reason, according to the conditions of the lease (refer to the relevant lease document).
- b) When a permanent site becomes available, due to any of the afore-mentioned reasons, these permanent sites may be re-allocated to members who are in contention, based on the number of credits accumulated by the member/s. These credits are accumulated (i) by years' membership and (ii) by stays and (iii) by awarding of stays by representing TSC at recognised events (see 11 below).
- i. Four credits are accumulated for each completed year membership the member has, (with a maximum of 20 credits to count).
 - ii. A stay is recorded when the member visits the Club for a period of not less than 20 hours, with a minimum time elapse of 72 hours between these visits. One credit is accumulated for each stay. During the period 15th December to 3rd January, should a member stay for 10 nights (consecutively or non-consecutively) without 72 hours between visits, they shall be awarded 2 stays.
 - iii. Site allocation will be based on the total amount of credits the member has accumulated, with stay credits cumulatively counted over the previous 12 months.
 - iv. In the event of a tie between two or more members, then the member with the longest membership is allocated the site.
 - v. This allocation is also subject to the members' Club Fees being paid-up in full and provided the member is in good standing.
 - vi. It is the Members responsibility to ensure that all their credits / stays are accurately recorded before the commencement of the Site Allocation meeting. The Member cannot request a correction after the commencement of the meeting.
- c) The first option of an available permanent site will always go to permanent site holders on the permanent site transfer list. After these transfers are completed, site allocation will continue on the basis as stipulated in 10b.
- d) Site Allocation Meetings shall be held by giving members a minimum of 14 days' notice.

- e) All permanent sites that are allocated will be cleared before occupation and will be subjected to a site inspection, which will include the demarcation (pegging out) of the site with Management with the new site Lessee in attendance and the new lessee to sign acceptance of site after the inspection.
- f) When two Club members get married and have each had a permanent site prior to marriage, they shall decide which of the two sites they wish to give up. Once married, they may only lease one site.
- g) On the death of a member, the remaining spouse / partner shall have the first option to take over the lease of the site.
- h) No additional permanent sites shall be created in an area without first consulting the lessees of sites within 5 sites of the new proposed sites in that area.

14. AWARDING OF STAYS FOR REPRESENTING TSC

- a) The member shall have represented TSC at a recognised representative event.
- b) The 'event' includes any water-related organised activity, e.g. regatta, fishing or power boating event.
- c) The lessee shall apply in writing, noting the event/s and date/s, to the Commodore for consideration.
- d) The 'stay' or 'event' shall not be less than 20 hours.
- e) The maximum number of 'stays' that may be awarded per annum shall be four.

15. PERMANENT SITE / BOAT SHED ACCOMMODATION TRANSFERS

- a) If any permanent site Lessee wishes to move to another permanent site, this request shall be submitted to the General Manager in writing. The member's request will then be posted on the permanent site transfer list.
- b) Any transfer that is approved will be treated as a new site allocation and should the Lessee wish to move again, then the process starts afresh from 12a above.
- c) Boat Shed Accommodation shall not be transferred save for in terms of the Lease agreement or the Heritage By-law.

16. HERITAGE OF PERMANENT SITES / BOAT SHED ACCOMMODATION / BOAT SHEDS / PARKING

- a) The relevant permanent site / boat shed accommodation / boat shed / parking lessee shall:

- i. Apply, in writing, in order that their site / boat shed accommodation may be made available to be transferred to their child, and
 - ii. have occupied a permanent site / the boat shed accommodation for 5 years or more.
- b) The “inheritor” shall:
- i. be at least 18 years of age,
 - ii. apply, in writing, to qualify for the permanent site / boat shed accommodation.
- c) In the event of the death of the Lessee, who has no spouse or partner, a child has the option of taking over the lease of their deceased parent (the Lessee), if they qualify on the above criteria (ie, 13a)ii and 13b)i) and apply in writing to the Board.
- d) The BOARD has the right to relax any of the above requirements on written application from the “inheritors”.

17. IMPROVEMENTS / ALTERATIONS TO PERMANENT SITES / BOAT SHED ACCOMMODATION

- a) Before commencing with alterations / improvements to a site / boat shed accommodation, an application form which includes a detailed plan and motivation shall be completed and submitted to the General Manager.
- b) Should the application be within the parameters set by and approved by the Board, Management may in writing, approve such improvements.
- c) The Caravan, Cabin and Camping Committee (CCC) shall act as advisors to the Board, and their input and recommendations shall be submitted to the General Manager for a decision by the Board.
- d) Should approval be obtained then the work may be commenced and after completion of the alterations / improvements, the General Manager shall be informed. He will then arrange an inspection to ensure that the Lessee has worked according to the approved plan.
- e) The following projects require prior approval:
 - Site levelling
 - Erecting retaining walls for high water or flood protection
 - Paving
 - Latte installation
 - Tree felling
 - Plumbing changes
 - Installing a tap, outside fridge unit or washing-up facility

- f) No erection of a permanent structure on a site / boat shed accommodation is permitted. The Club's definition of a permanent structure would include anything that cannot be removed within 48 hours. The following shall not be permitted without prior written board approval:
- Fencing that is not removed when the member is not present
 - Foundations cemented in
 - Permanent structures of any kind attached to the caravan / cabin
- g) Temporary windbreaks / overhead sun protection screens may be erected according to the following specifications:
- Material to be used is shade cloth.
 - The windbreak / overhead sun protection to be removed when the lessee is not occupying the site.
 - Should the windbreak / overhead sun protection screens be in a position that your immediate neighbour has reasonable grounds to object (such as blocking their existing view of the dam) to its positioning, then it shall be positioned elsewhere.
- h) Tree Felling:
- Requires prior approval of Management.
 - Where such tree felling is requested by the site lessee, such cost will be for the lessee.
 - The TSC staff do not possess the necessary skills and equipment to do major tree felling and such work shall be done by an outside contractor.

18. CONSERVATION RULES

- a) It is strongly advised that all swimming takes place in the demarcated swimming areas.
- b) No organic or inorganic waste of any nature may be deposited in the dam or left anywhere on the premises.
- c) Fires may only be lit on permanent sites, on the Plaat, and any other place where the Club has provided facilities above ground level.
- d) The destruction or damage of any vegetation, animal or bird life is prohibited.
- e) The TSC Invasive Plant Policy shall be adhered to.
- f) No hunting weapons (including pellet guns and "BB-guns") or wildlife traps may be brought onto the premises.
- g) Angling is allowed from the Club premises and on the dam. The relevant angling licence is required (details available from the Manager or the Department of Nature

Conservation). The Club encourages the catch and release principal. No fishing line or hooks may be left lying on the premises.

- h) The area of the dam beyond the bridge is a Conservancy Area and is restricted to permit holders only. Access to the Conservancy Area for angling, bird watching or any other water sport activity is restricted to permit holders only. No water-skiing is permitted in this area. Weekly permits are available from the Club. Annual permits are available from Cape Nature Department Nature Conservation at the Nuweberg Forestry Station (at the top of Viljoen's Pass) on presentation of a letter of recommendation from the Club Manager.
- i) All rules relating to the Conservancy area that are issued by the Conservancy Trust shall be strictly adhered to.
- j) Club officials have the right to stop any dangerous practices on or off the water and will, if necessary, have the right to instruct members or public to leave the Club premises.
- k) The disturbance of wildlife is prohibited.
- l) The Club has the right to proclaim a conservation area anywhere on the Club premises. Any area that is demarcated as a conservation area shall be treated as such. Specific rules that will apply to these areas will be posted on the Club notice board.

19. PETS ON CLUB PREMISES

- a) Only members may bring domestic pets onto the Club premises.
- b) Members are responsible for the discipline of their pets.
- c) If pets cause a disturbance to any member, this shall be brought to the attention of the Manager at the earliest opportunity. If a member's dog/s has / have built up a record of undisciplined behaviour on the Club premises, the owner shall be informed and the offending animal may be barred from entering the Club premises in future.
- d) Management shall deal with any disputes regarding pets. Their ruling on the dispute shall be carried out immediately. A member who is not satisfied with the imposed corrective action may take the matter further by stating their case, in writing, to the Board.
- e) Owners are responsible for cleaning up and disposing of their pets' mess.
- f) The Club is not liable for any damage or injury caused by pets. The owner may be held liable for any costs incurred through damage or injury to persons, property or other animals.

- g) Dogs shall be able to be identified by means of a disc or tag obtainable from the office. Dog owners need to register their dogs at the office, to complete the registration form fully with photo of the dog/s.
- h) Dogs are not allowed inside the clubhouse area. The clubhouse area is defined as the cordoned off grass area with wooden fencing, the Afdak, restaurant stoep / back stoep, restaurant and bar. Dogs are allowed on the front stoep of the bar provided they are on a lead strictly under control of a responsible person.
- i) Dogs shall be on a lead at all times. If the dog is on a permanent site and can be contained therein, the dog need not be on a lead.

20. USE OF CLUB MAINTENANCE EQUIPMENT BY MEMBERS

- a) Any maintenance equipment or item/s that belongs to the Club may only be used with prior permission from the Manager or their representative. After use, these items shall be returned as soon as possible.
- b) Any damage to maintenance equipment or items, whilst being used by a member, shall be repaired or replaced by the member.
- c) The driving of the Club tractor is restricted to certain TSC staff.

21. RULES RELATING TO THE BAR

- a) The bar hours are flexible, depending on demand and shall be at the discretion of the General Manager or the bartender.
- b) The normal hours* of operation are:

Fridays:	14h00 to 24h00
Saturdays:	11h00 to 24h00
Sundays:	11h00 to 19h00
Public Holidays:	11h00 to 24h00
December period:	11h00 to 24h00

*The Club Liquor Licence allows operation until 02h00.
- c) Over long weekends the last working day before the long weekend shall be treated as a Friday and the last day of the long weekend shall be treated as a Sunday, ie, if the weekend ends on a Monday, Sunday shall be treated as a Saturday.
- d) During the period 15th December to 3rd January the hours of operation shall be 11h00 to 24h00 except for Christmas day when the bar may be closed, or otherwise as determined by the Board.

- e) During other school holiday periods, etc, the bar may be open from Monday to Friday depending on demand.
- f) The relevant bartender, who is appointed as the “Manager” (in terms of Section 39 (1) or (2) of the Liquor Act), is ultimately responsible for determining the bar hours. They will call the “last round” prior to closing. Members shall adhere to this arrangement.
- g) In terms of the Liquor Act, no person shall sell, give or supply liquor to a minor (person who is under eighteen (18)). We as a Club do not condone minors consuming alcohol and would encourage every Club member to support this stand. If a minor is found to have consumed alcohol, the minor and parent or guardian may be faced with a disciplinary procedure as per clause 14 of the Club constitution (Misconduct).
- h) The bartender shall refuse to serve any person who is under the age of 18 or who has, in his opinion, consumed too much alcohol.
- i) During busy periods, a sign may be posted that the bar is only available for members and their guests. This arrangement will be the responsibility of the General Manager.
- j) Drinking glasses shall not be removed from the bar area.

22. RULES RELATING TO THE RESTAURANT

- a) The normal Restaurant hours are as follows:

Fridays:	17h30 to 21h00
Saturdays:	08h00 to 21h00
Sundays:	08h00 to 17h00
Public Holidays:	08h00 to 19h00
December period:	08h00 to 21h00
- b) Over long weekends the last working day before the long weekend shall be treated as a Friday and the last day of the long weekend shall be treated as a Sunday, ie, if the weekend ends on a Monday, Sunday shall be treated as a Saturday.
- c) During the period 15th December to 3rd January the hours of operation shall be 08h00 to 21h00 except for Christmas day when the restaurant may be closed, or otherwise as determined by the board.
- d) During other school holiday periods the restaurant may be open from Monday to Friday depending on demand.
- e) The Restaurant may close for extended periods for renovations or unforeseen reasons, approved by the Board.

- f) The Restaurant hours are flexible, depending on demand, and shall be at the discretion of the General Manager.

23. GENERAL

- a) A Duty Officer may be on duty from time to time, which will usually be over weekends and out of normal office hours.
- b) The normal working times for the following TSC staff apply:
 - Office: 08h00 to 17h00 (Monday to Sunday) – Summer period
 - 08h30 to 17h00 (Saturday) – Winter period
 - 08h30 to 16h00 (Sunday) – Winter period
- c) Any regulations or notices such as water restrictions, and / or hours of watering, restricted areas, special camping arrangements, etc shall be posted on the notice board and at ablution facilities and shall be binding upon TSC members and members of the public.
- d) The general public shall not be allowed access to TSC after 22:00 unless previously approved by the General Manager or by the board for special arrangements, events, etc.
- e) Angling from the shore between the bridge house and the youth slipway including the jetty is prohibited.
- f) These by-laws may be amended from time to time by the Board. Such changes or amendments shall be communicated to the members.

