

# Brandwacht

AAN RIVIER



## **CODE OF CONDUCT FOR CONTRACTORS**

**Made by the Trustee Committee of the Brandwacht on River Home Owners' Association  
under the Association's Constitution**

**Adopted 23 January 2012**

**Revised March 2014**

**Rule 10.3 amended 18 June 2015**

**Rule 18: Concession re Work on Saturdays withdrawn wef 1 January 2016**

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## BRANDWACHT AAN RIVIER

### DISCLAIMER

Any person entering the Estate does so at his or her own risk.

The Brandwacht on River Home Owners' Association shall not be liable for any injury, damage or loss suffered by such person arising from any cause whatsoever while on the Estate.

The Estate is surrounded by an electrified fence, which could cause injury if touched.

### VRYWARING

Enige persoon wat die Landgoed betree, doen dit op sy of haar eie risiko.

Die Brandwacht aan Rivier Huiseienaarsvereniging is nie aanspreeklik vir enige besering, skade of verlies wat so 'n persoon weens enige oorsaak hoegenaamd opdoen of ly terwyl hy of sy op die Landgoed is nie.

Die Landgoed is omhein met 'n geëlektrifiseerde heining wat beserings kan veroorsaak indien daaraan geraak word.

### ISILANDULO

Nawuphi umntu ongena kwi-Estate uzifaka engozini ngobutyala bakhe.

I-Brandwacht on River Home Owners' Association ayisayi kubekwa tyala nakowuphi umonzakalo, umonakalo okanye ilahleko kumntu lowo ngexesha ekwi-Development.

i-Estate ijikelezwe ngocingo lombane olunobungozi xa umntu elubambile.

### SPEED RESTRICTION - SPOEDBEPERKING - ISANTYA ESIMISELWEYO



### GENERAL NOTES

- (1) Brandwacht aan Rivier Homeowners' Association and its related subsidiary companies will be collecting personal information within its right and for the purpose intended as required by the Protection of Personal Information Act 4 of 2013 (POPI Act). The Security Company at that time and date will be collecting personal information through the scanning device for the sole purpose of safeguarding the Estate and all within their bounds.

All individuals and / or their vehicles entering Brandwacht aan Rivier Homeowners' Association and its related subsidiary companies information, will be captured. The information collected is strictly for security purposes. The personal information collected will vary depending on the circumstances but in all cases information collected is relevant to access to the premises entered.

The Brandwacht aan Rivier may collect:

- Vehicle registration details
- Individual's personal details (including name and surname)
- Identity number (either through ID Book / Card or driver's licence)
- Photo/s of vehicle or person, and
- Nature of business (reason for entering the premises).

All the information is collected through the scanning device. Should you refuse to cooperate in providing the required information Brandwacht aan Rivier Homeowners' Association and its related subsidiary companies has the right to deny the individual and/or its vehicle access on the premises

- (2) These Rules must be read in conjunction with the **Building Manual**, which contains provisions aimed *inter alia* at regulating architectural and other design features of, and colour specifications for, structures erected on the Estate, and with the **Schedule of Deposits, Fees and Fines**.
- (3) These Rules are subject to the provisions of applicable regulations and by-laws made by a competent authority. It is the responsibility of the person concerned to familiarize himself with any such provisions.

## PREAMBLE

The purpose of the **Code of Conduct for Contractors** is to ensure that the quality of life of residents in the Brandwacht on River Residential Development [hereafter 'the Estate'] is not unduly compromised or inconvenienced by any work performed on the Estate, and that the impact on the environment of such work is minimized, yet recognizing that contractors must be able to perform their work efficiently and effectively.

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### 1. Definitions

In the interpretation of these Rules, unless the context indicates a contrary intention –

- 1.1. **Constitution** means the **Constitution of the Brandwacht on River Home Owners' Association**, as amended from time to time;
- 1.2. **Contractor** means any person who engages in the performance of work as defined in Rule 1.8, whether for himself or on contract or subcontract for a member;
- 1.3. **Employee** means any person employed by a contractor for purposes of the work, and includes a subcontractor and any person employed by such subcontractor;
- 1.4. **Estate** means the **Brandwacht on River Residential Development** as defined in clause 2.1 of the **Constitution**;
- 1.5. **Estate Manager** means the person from time to time appointed by the Trustee Committee on its behalf *inter alia* to ensure compliance with rules and control measures regulating security, work and conduct on the Estate;
- 1.6. **Site** means the erf on which the work is performed;
- 1.7. **Vehicle** means any vehicle required to enter the Estate for purposes of the work, including, but not limited to, a vehicle used to transport employees, equipment and tools, a delivery / removal vehicle, and any type of machinery used for mixing cement or concrete, excavating, digging, loading and drilling; and
- 1.8. **Work** means any work in connection with –
  - 1.8.1. the erection of a new structure on an erf, including but not limited to, a dwelling, pergola, fence, boundary wall, retaining wall and paving;
  - 1.8.2. the installation of a swimming pool and related equipment, and a water feature;
  - 1.8.3. landscaping and drilling; and
 any alteration, modification or renovation of same.

### 2. Words and Expressions

- 2.1. Words importing –
  - 2.1.1. a reference to the singular includes the plural, and the converse also applies;
  - 2.1.2. a reference to a gender includes the other genders; and
  - 2.1.3. a reference to natural persons includes legal persons, and the converse also applies.
- 2.2. Words and expressions to which a meaning is assigned in the **Constitution** shall bear the meaning so assigned to them, and in the event of any conflict between the **Constitution** and these Rules, the **Constitution** shall prevail, unless it is inconsistent with the context.

### 3. **Calculation of Periods**

When any number of days is prescribed in these Rules, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or proclaimed public holiday.

### 4. **Binding Nature of Rules**

- 4.1. The provisions of these Rules and any condition determined or instruction given hereunder shall be binding on each member of the Association, and it shall be the duty of the member concerned to ensure compliance therewith by any person who enters the Estate for purposes of any work performed for him.
- 4.2. The Trustee Committee may at any time apply to a court having jurisdiction for an order to compel the person concerned to comply with these Rules and any condition determined or instruction given hereunder.

### 5. **Relaxation of Rules**

No indulgence or relaxation in respect of these Rules shall constitute a waiver or consent, or prevent their enforcement by the Trustee Committee at any time.

### 6. **Risk and Indemnity**

- 6.1. Any person present on the Estate is there and does so entirely at his own risk, and no person shall have any recourse or claim of whatever nature against the Association, its Trustees, employee, worker, agent or contractor arising from such presence, nor for anything that may befall him or his property, in the course of such presence, whether caused by human or animal agency, natural phenomenon or otherwise.
- 6.2. The Association shall not be liable for any injury, loss or damage of any description that any person may sustain, physically or to his or her property, directly or indirectly, in or about the streets or private open spaces, or for any act done by, or for any neglect on the part of, the Association, its Trustees, worker, employee, agent or contractor.

### 7. **Member's Liability**

- 7.1. The member for whom the work is performed may be held liable for damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by the Trustee Committee in enforcing compliance with these Rules and any condition determined or instruction given hereunder.
- 7.2. Damages, fines, all legal costs (including costs between an attorney and client) and collection commission, expenses and charges incurred by the Trustee Committee in enforcing compliance with these Rules and any condition determined or instruction given hereunder shall be deemed to be a levy contemplated in the **Constitution**, and may, if it is not paid within fourteen (14) days after the member has been notified thereof, be added to the member's levy statement and shall bear interest as a levy debt.

### 8. **Deposits and Fees**

- 8.1. When submitting sketch design drawings for the work intended on his erf the member must pay to the Trustee Committee the deposit from time determined by the Committee, and to the Assessing Architect<sup>+</sup> the prescribed fee(s) for assessing the drawings and the eventual building plans\*.

+ The architect from time to time appointed by the Trustee Committee to scrutinise sketches and plans for work for compliance with the **Building Manual**.

\* See **Schedule of Deposits, Fees and Fines**.

- 8.2. Upon completion of the work, the Trustee Committee must release the building deposit to the member if they are satisfied that –
- 8.2.1. the work has been performed properly in accordance with the approved building plans and the provisions of the **Building Manual**;
  - 8.2.2. no damage has been effected to any of the Association's property as a result of such work; and
  - 8.2.3. no refuse, litter, rubble or other building waste material, or item has been left on a street, a private open space or any other erf, or has been dumped or washed away into the sewerage system.
- 8.3. In the event of any damage, non-removal or dumping / washing away as aforesaid, the member must within fifteen (15) days of having been instructed to do so in writing by the Trustee Committee have the damage repaired and / or the material or item removed and / or the sewerage system cleared, to the satisfaction of the Committee, failing which the Committee may have the damage repaired and / or the material or item removed and / or the sewerage system cleared, and utilize the deposit to defray the cost of such work.
- 8.4. If the deposit is insufficient to cover the cost of repairing the damage and / or removal and / or sewerage system clearing, the member must within seven (7) days after having been instructed to do so in writing by the Trustee Committee pay the difference to the Committee.

## 9. **Information Board**

- 9.1. A contractor must when work commences, or within a reasonable period thereafter, on payment of the prescribed fee\*, erect an information board that complies with the requirements of the Trustee Committee.

\* See **Schedule of Deposits, Fees and Fines**.

- 9.2. The information board must be erected in a location indicated by the Estate Manager and must remain so erected for the duration of the work.
- 9.3. If the contractor does not remove the information board within three (3) months after completion of the work for which it was approved, the board shall be forfeited to the Association.
- 9.4. Neither a contractor nor any of his employees may display any other sign, notice, billboard, placard or the like on the site, or distribute any advertisement on the Estate.

## 10. **Commencement and Completion of Work**

- 10.1. Work may not commence before –
- 10.1.1. the member and his contractor have completed and signed the prescribed **Compliance Agreement** attached hereto;
  - 10.1.2. proof of payment of the required deposit and fee(s) has been provided to the Managing Agent;
  - 10.1.3. building plans, where required, have been approved as contemplated in the **Building Manual**; and
  - 10.1.4. a temporary electricity supply facility [see Rule 12], a water supply facility [see Rule 13] and an ablution facility [see Rule 14], where required, have been provided on the site.
- 10.2. The contractor must –
- 10.2.1. at all times while work is in progress have a copy of the approved building plans on site; and
  - 10.2.2. furnish the Estate Manager with a copy of the prescribed **Progress Form** when same is submitted to the Stellenbosch Municipality.

- 10.3. Work must proceed without interruptions that in the discretion of the Trustee Committee are unwarranted and / or unreasonably lengthy, and must in the case of the erection of a new dwelling be completed no later than one (1) year after commencement of the work: Provided that the Committee may on good cause shown in writing agree to extend this period by not more than six (6) months, subject to such conditions as it may determine.

**Note:** Proviso to Rule 10.3 added – see Trustee Committee Minutes 18 June 2015 – Item 3.2.

#### 11. **Compliance with Building Plans / Building Manual**

If at any stage the Estate Manager has reasonable grounds for believing that work that has been performed or that is in progress may not be in compliance with the approved building plans and / or a directive contained in the **Building Manual**, or may result in such plans or directive not being able to be complied with, he may, after consultation with the member concerned, for the account of the member designate an appropriately qualified person to inspect the work for compliance and furnish him with a written report on the outcome of the inspection: Provided that the Estate Manager may instruct that work in progress be stopped pending the outcome of the inspection.

#### 12. **Electricity Supply**

- 12.1. If there is no existing electricity supply facility available on the site, the contractor must supply and connect a temporary distribution board, complete with earth leakage, plugs, etc, to the electricity cable provided by the Association to the site.
- 12.2. The installation must be carried out by a qualified electrician for the account of the member.
- 12.3. On completion of the work the contractor must arrange with the Stellenbosch Municipality for a permanent connection to the meter installed in the nearby kiosk.
- 12.4. Any electricity consumed at the temporary installation is for the account of the member.

#### 13. **Water Supply**

- 13.1. If there is no existing water supply facility available on the site, the Trustee Committee will upon receipt of the prescribed fee\* cause the installation of a permanent water meter on the area between the street boundary line of the erf concerned and the kerb.

\* See **Schedule of Deposits, Fees and Fines**.

- 13.2. The contractor must thereafter have a water point(s) connected via polycop pipe behind the water meter for the purposes of the work and drinking water on the site.
- 13.3. The water point(s) connection must be carried out by a qualified plumber for the account of the member.
- 13.4. Any water consumed at such water point(s) is for the account of the member.

#### 14. **Ablution Facility**

- 14.1. If there is no existing ablution facility available on the site, the contractor must provide adequate flush ablution facilities properly connected to the existing sewerage system by a qualified plumber, and placed in a location indicated by the Estate Manager.
- 14.2. Notwithstanding the foregoing, the Estate Manager may allow a contractor to install a chemical ablution facility if in his discretion the work to be performed will be completed within a reasonably short time.
- 14.3. The ablution facility must at all times have a sufficient supply of regular toilet paper, must at all times be kept in a clean and hygienic state, and in the case of a chemical facility, must be serviced weekly or when the Estate Manager in a particular instance so instructs.

## 15. **Storage Sheds / Huts**

- 15.1. A contractor may use not more than two 20 ft. shipping / freight containers painted historic green to serve as storage sheds / huts.
- 15.2. The containers must be placed in a location indicated by the Estate Manager.

## 16. **Work Affecting Security Fence and Structures**

- 16.1. A contractor who works on a site bordering the security fence and structures must take care not to damage or tamper with such fence and structures, and may not do anything that may prevent the proper functioning of the Estate security system.
- 16.2. If it is required that part of the security fence and structures be removed or deactivated to enable work to be performed effectively and efficiently, the member or his contractor must inform the Estate Manager in good time, who will arrange for the removal or deactivation, and the subsequent reinstallation and activation, to be done for the account of the member.
- 16.3. The Estate Manager may in his discretion for the account of the member deploy additional security while the fence and structures are removed or deactivated.

## 17. **Security Measures**

- 17.1. Any person entering the Estate must comply with the systems and procedures relating to access control and other security measures that are from time to time implemented by the Trustee Committee, and must comply with the instructions of Estate Security and of the Estate Manager, and treat them in a co-operative and respectful manner.
- 17.2. A person who has been issued with an Estate access tag or card may not allow it to be used by another person and must, in the event that he –
  - 17.2.1. arrives at the entrance gate without it, comply with any instructions of Estate Security and of the Estate Manager in order to gain entry;
  - 17.2.2. loses it, forthwith report such loss to Estate Security, the Estate Manager or the Managing Agent for a replacement at the prescribed fee;
  - 17.2.3. no longer is entitled to or requires it, hand it over to Estate Security, the Estate Manager or the Managing Agent.

## 18. **Work Days and Hours**

- 18.1. Work may be performed only on days and during hours as follows:
  - Monday to Thursday → 07:00 to 18:00
  - Friday → 07:00 to 17:00
- 18.2. Work may not be performed on the following days:
  - Saturdays, Sundays or proclaimed public holidays
  - BIFSA builders' holidays prescribed annually for its members
- 18.3. The Estate Manager may on good cause shown, and subject to such conditions as he may determine, in a particular instance allow a deviation from the work days and hours: Provided that if it can be reasonably expected that an intended deviation may cause undue inconvenience or disturbance, the Estate Manager must consult with neighbours who may be directly affected.



## 19. **Vehicle Types and Deliveries / Removals**

- 19.1. Only non-articulated vehicles, without trailers, of the following specifications are allowed into the Estate for the purpose of deliveries / removals:
- Brick deliveries → Double-axle vehicles with a maximum of 6 pallets per load (3 000 bricks)
  - Concrete / Cement deliveries → Double-axle vehicles
  - Sand / Stone / Other → Only single-axle vehicles
- 19.2. A person wishing to effect a delivery / removal must proceed directly to the site concerned.
- 19.3. Deliveries / removals may be done only on the prescribed work days and during the prescribed work hours: Provided that the Estate Manager may on good cause shown, and subject to such conditions as he may determine, in a particular instance allow deliveries / removals outside the prescribed work hours.
- 19.4. Deliveries / removals may take place only from the street frontage of the site.
- 19.5. Machinery, equipment and material delivered to the site may not be stored or remain on the street in front of the site, on a private open space, or on another erf.
- 19.6. Machinery, equipment and material off-loaded in such a way that it encroaches onto a street, a private open space, or another erf must forthwith be moved onto the site.
- 19.7. Vehicles, machinery and equipment may not be washed on the Estate.

## 20. **Traffic Control**

### **NOTE**

Speed humps constructed on streets as a traffic calming measure must be negotiated with utmost care to prevent damage to vehicles.

- 20.1. Unless specifically stated otherwise in these Rules, the normal statutory traffic laws apply on the Estate.
- 20.2. A speed limit of **30km/h** applies on the Estate.
- 20.3. A vehicle may not be operated on a street by a person who is not in possession of a valid driver's license.
- 20.4. A vehicle must at all times be operated with care and may not be operated anywhere other than on the streets.
- 20.5. The operator of a vehicle may not take a short cut over a traffic circle, a private open space or an undeveloped erf.
- 20.6. A vehicle that is not licensed, not roadworthy, produces excessive noise or smoke, or drips or spills lubricant or other fluid, or that in any other way may damage or deface the Association's property, may not be operated on a street or be parked or stood on a demarcated parking bay.
- 20.7. A vehicle may not be parked or stood on a street, but must be parked or stood on the erf of the member for whose purposes the vehicle is in the Estate, on the erf of another member with that member's explicit permission, or on a demarcated parking bay.
- 20.8. A vehicle may not be left unattended in such a manner that it may cause an obstruction to other street users or impede the flow of traffic, or occupies more than one demarcated parking bay.
- 20.9. No vehicle may be abandoned on the Estate: Provided that the Estate Manager may cause to be removed for the account of the owner or the person in control thereof a vehicle that in his discretion has been abandoned.

## 21. **General Conduct**

- 21.1. A contractor may not deploy his own security personnel on the Estate.
- 21.2. A contractor must transport his employees to and from the site at which they are engaged.
- 21.3. A contractor may not use an electricity supply point, a water supply point or an ablution facility other than that provided on the site concerned.
- 21.4. A person who enters the Estate for purposes of the work –
  - 21.4.1. may not bring any intoxicating substance into the Estate;
  - 21.4.2. must remain on the site at which he is engaged and may not loiter around on the Estate;
  - 21.4.3. may not use a street, a private open space or another erf as a resting place;
  - 21.4.4. may not indulge in conduct that, in the discretion of the Estate Manager, is unbecoming, constitutes a nuisance or creates a disturbance.

## 22. **Site Presentation**

- 22.1. The site where work is being performed must at all times be kept in a neat and tidy condition.
- 22.2. The kerb and street in front of the site must be adequately protected against damage.
- 22.3. The street in front of the site must be swept at the end of each work day, and when the Estate Manager in a particular instance so instructs.
- 22.4. Building material may not be mixed on a street, a private open space or another erf.
- 22.5. Sand, stone, cement, concrete, paint, lubricant, fluid and any other material dripped, spilt or moved onto a street, a private open space or another erf must forthwith be cleaned up without washing same away into the sewerage system.
- 22.6. Refuse, litter, rubble or other building waste material or item may not be left on a street, a private open space or another erf.
- 22.7. Refuse and litter must be placed in a suitable bin which must be cleaned out before 15:00 on a Friday, and when the Estate Manager in a particular instance so instructs.
- 22.8. Rubble and other building waste material or items must be placed in a suitable container and regularly removed from the Estate, and when the Estate Manager in a particular instance so instructs.
- 22.9. No item, fluid or material that may cause a blockage may be disposed into the sewerage system. In the event of a blockage that is shown to be the result of such disposal, the sewerage system must be cleared within twenty-four (24) hours after the occurrence of the blockage, failing which the Estate Manager may have the system cleared at the risk and for the account of the member concerned.
- 22.10. No fires may be lit on the site for whatever purpose.
- 22.11. Excavated plant and other material resulting from the leveling of a site or the digging of trenches, etc, and not required for filling, may not be spoiled on the Estate, but must be removed from the Estate once excavation or digging is completed, and when the Estate Manager in a particular instance so instructs.
- 22.12. The Estate Manager may at any reasonable time enter the site and carry out an inspection with a view to ensuring that the approved building plans, the **Building Manual**, and these Rules, and any conditions determined and instructions given hereunder, are being complied with.

**23. Breach of Rules**

If in the discretion of the Estate Manager an employee, or a person who makes a delivery / removal, is in breach of any of these Rules or any condition determined or instruction given hereunder, or a vehicle does not comply with any of these Rules, he may –

- 23.1. refuse such person or vehicle entry into the Estate; or
- 23.2. instruct such person forthwith to leave the Estate; or
- 23.3. instruct such person forthwith to desist from conduct that is unbecoming, constitutes a nuisance or creates a disturbance; or
- 23.4. instruct such person to repair any damage and / or remove any material or item within the indicated period; or
- 23.5. instruct the owner, or the person in control thereof, to remove the vehicle from the Estate; or
- 23.6. impose the prescribed fine\*; or
- 23.7. apply more than one of the options mentioned.

\* See **Schedule of Deposits, Fees and Fines**.

**24. Breach of Building Plans / Building Directive**

- 24.1. Any work or any part thereof that in the discretion of the Estate Manager has been or is being performed in breach of the approved building plans and / or a directive contained in the **Building Manual**, must be remedied within a reasonable period as instructed by the Estate Manager.
- 24.2. In the event of such breach the Estate Manager may –
  - 24.2.1. instruct that any work related to the breach be stopped forthwith until the breach has been remedied to his satisfaction; and / or
  - 24.2.2. impose the prescribed fine\*.

\* See **Schedule of Deposits, Fees and Fines**.

**25. Failure to Comply with Instruction / pay Fine**

If an instruction in terms hereof is not complied with, and / or a fine imposed in terms hereof is not paid, within the indicated period, the member concerned will be issued with a written notice –

- 25.1. giving an adequate description of the instruction given and intimating that it must be complied with within the indicated period, and that if it is not so complied with, the Trustee Committee may remedy the breach in question for his account;
- 25.2. indicating that the fine imposed, if not paid within the indicated period, may be added to his levy statement as contemplated in Rule 7;
- 25.3. indicating that the Trustee Committee may approach a court of competent jurisdiction for an order to compel him to comply with the instruction and / or pay the fine.

**26. Appeal lodged with Trustee Committee**

- 26.1. A member who is aggrieved by any condition, instruction or action by the Trustee Committee or its agent under these Rules, may in writing lodge an appeal with the Trustee Committee: Provided that if the grievance concerns an instruction to desist from certain conduct and / or to stop any work, such referral shall not absolve the person concerned from complying with the instruction.
- 26.2. The appeal must give a full explanation of the circumstances of the matter and clearly indicate the relief sought.
- 26.3. The Trustee Committee, or a Subcommittee of its members designated by it, must then convene a meeting to consider the appeal.

- 26.4. A written notice must be sent to the member and, where applicable, his contractor, at least seven (7) days before the meeting is held informing him or them of the meeting, and inviting him or them to attend: Provided that if the member and, where applicable, his contractor, fails to attend the meeting, the Committee may proceed with the meeting and dispose of the appeal.
- 26.5. At the meeting the member and, where applicable, his contractor, must be given the opportunity to present his or their case, but except in so far as may be permitted by the chairperson, he or they may not participate in the affairs of, or voting at, the meeting.
- 26.6. After the member and, where applicable, his contractor, has been given the opportunity to present his or their case, the Committee may by way of an ordinary majority resolution, with a minimum of three (3) trustees present and voting, resolve to –
  - 26.6.1. confirm, vary or revoke the condition or instruction; and / or
  - 26.6.2. confirm, reduce or revoke the fine.