



## Dunkirk Beach Club Rules

### Definitions / Interpretation:

- **"The Beach Club"** means the beach club and facilities on Portion 297 of the Farm Salt Rock No. 1521, situated at 1 Hotel Road, Salt Rock, and which is owned by the Company.
- **"The Company"** means Ptn 46 of Erf 61 Homeowner's Association NPC (the Dunkirk Estate Homeowner's Association ["HOA"]);
- **"Estate"** means the Dunkirk Estate which includes all the amenities built or to be built on the property, as well as the beach club and its amenities and which is administered Dunkirk Estate Homeowners Association (HOA).
- **"Member"** means a member of the Company / HOA as per the Memorandum of Incorporation.
- **"Beach Club Members"** means any persons holding a legitimate Access Card to the Beach Club as allocated.
- **"Access Card"** means a Beach Club identification card issued by the Dunkirk Administration office to Beach Club Members as per the Rules.
- **"Rules"** shall mean the Estate Rules in force and amended by the directors of the Company from time to time.

### Membership of the Beach Club

1. The Beach Club and its facilities are for the sole use of the Members.
2. Each Member shall be entitled to (The Number of Dunkirk Residence living on the property PLUS TWO) Beach Club Access Cards per household (to a maximum of SIX).  
Access Cards may be used by the Member, or guests of the Member, should the Member be present with the guests.
3. In the event of a Member leasing his property on the Estate to a tenant the Member must elect to either retain his Beach Club Member rights to use the Beach Club for himself and family, or cede such right to his tenant for the duration of the lease period.
4. If the Member elects to cede his Beach Club Member rights to the Tenant, he will not receive any Access Cards and may not use the Beach Club unless as a guest of another Member or his Tennant.
5. Any Tennant who has been ceded the Beach Club Member rights by the Member, will receive the same number of Access Cards as per point 2 above.
6. Any Member may take guests to the Beach Club, which guests must carry Access Cards, must accompany the Member at all times and may only be present at the Beach Club while the Member is so present.
7. All Beach Club Members must obtain their allotted amount of Access Cards from the Dunkirk Administration Offices and must carry their Access Card with them at all times whilst at the Beach Club. Beach Club Members and guests are obligated to present such Access Cards at the request of the Clubhouse Manager or Security Staff for identification purposes.
8. Members are responsible for their guests and should ensure that all guests abide by the Rules at all times and behave in a good, orderly and proper manner.
9. Members or their respective tenants will be denied access to the Beach Club if their levy/HOA account is in arrears.

### **Children:**

- Children are welcome at the Beach Club but must be accompanied by, and be under the supervision and firm control of, an adult Beach Club Member at all times while at the Beach Club.
- the Beach Club, including the entire wooden deck area is primarily for the enjoyment of adults.
- Beach Club Members and their guests are requested to please respect other Beach Club Members privacy and must ensure that children's behaviour is not rowdy or offensive to other patrons using the Beach Club. Beach Club Members expect the Beach Club to be a place to relax without having the annoyance or unruly children.
- No ball games, use of bicycles, skateboards other wheeled vehicles, toys and the like are allowed in any part of the Beach Club or wooden deck area.
- No climbing of trees in the Beach Club grounds is permitted.
- Young children must be closely supervised at all times.

### **Access to the Beach Club and Management:**

- The Beach Club shall be open from 07h00 in summer (08h00 in winter) and close at 19h00. Beach Club Members may make use of the premises outside of these times but will not have access to the Beach Club house and facilities, only access to the change rooms and toilets.
- The HOA has appointed a permanent Beach Club Manager (Bernie Munks 072 588 9571) who will be responsible for managing all the daily affairs of the Beach Club, including access and security. The Manager will have the authority to control and deny any access to the Beach Club in accordance with these Rules.
- The Beach Club will have a security guard stationed on the premises 24 hours a day under the control and supervision of the Beach Club Manager.
- The Administration Office for the Beach Club is the Dunkirk Estate Offices, situated at Dunkirk Estate and office hours are from 08h00 to 16h00, Monday to Friday.

### **Use of the Beach Club:**

- Use of the Beach Club is principally for Members and their family and all Beach Club Members and guests must bear this in mind when utilizing the Beach Club.
- Exclusive use of the Beach Club by any Member is not permitted and membership of the Beach Club shall not give a member any proprietary right, interest, claim or demand in, or to, any of the property of the Beach Club, but shall confer the rights and privileges to utilize the Beach Club and its facilities in accordance with these Rules.
- No member may claim any right of use over any part of the Beach Club whatsoever.
- Parking inside the Beach Club premises is for the sole use of Beach Club Members vehicles. No guest vehicles are permitted to park inside the Beach Club premises.
- Private use or hire of the beach Club by outsiders is not permitted and no commercial activities may be conducted at the Beach Club.
- As a direct result of the 2014 AGM (and a decision made by the homeowners), the Beach Clubhouse can only be hired by Dunkirk Owners although it **cannot** be hired for EXCLUSIVE USE.
- The Upper deck area may be hired for the following costs:
  - R8 000 (On a Friday/Saturday or Sunday)
  - R4000 (Monday – Thursday)Dates of the function must be agreed upon with the Directors so that notice is circulated to the homeowners informing them of the fact the Upper deck is not available on a particular date.  
The Upper deck is not available for hire during holiday seasons nor long weekends (governed by the KZN school holidays) and not between 15<sup>th</sup> December and 15<sup>th</sup> January. The number of people allowed must also be negotiated, however NO more than 80 pax and an indemnity must be signed by the Owner for the use of the Upper deck for the agreed date and time while any persons (other than Dunkirk Owners) are on the premises of the Dunkirk Beach Club.
- As the Beach Club is primarily for the use of Members/tenants, it is not to be considered as a venue for regular entertainment of guests, this should be done at private residences on the Estate.

- The Beach Club may be used for social activities by the HOA, provided such use is for the benefit of the Members.
- No sound systems or speakers may be used at the Beach Club unless authorized by the HOA.
- Under no circumstances may any furniture, fixtures, fittings or equipment be removed from the Beach Club at any time by Beach Club Members or guests.
- It is the duty of all Beach Club Members who use the Beach Club to clear away all rubbish, stack away the cushions and chairs, and to leave the Beach Club in a clean and tidy condition.
- Any damage or breakages caused to the Club House or its facilities, furniture, fixtures and fittings is to be immediately reported to the Beach Club Manager and, if any such damage is caused through the actions of a Beach Club Member or guest, then any replacement or repairs to rectify such, will be for the account of such Member. Any additional cleaning that may be required will also be for the account of the Member.
- The HOA reserves the right to stop any activities at the Beach Club should it be considered that any of the Rules are being breached or any disturbance is caused to neighbours.

**General:**

- No unlawful gambling will be permitted at the Beach Club.
- No dogs or other pets are permitted in the Beach Club premises. Dogs may be walked on the beach with access through the Beach Club premises, provided such dogs are on a leash at all times and under the control of the Beach Club Member whilst passing through the beach Club premises. The Beach Club Member shall at all times be responsible for the removal and cleaning up of any dog faeces deposited in the Beach Club.
- The Directors of the HOA reserve the right to amend and alter the Rules of the Beach Club from time to time as and when necessary.

**Discipline:**

- These rules are published in accordance with the terms of the Memorandum of Incorporation of the Company. These Rules are to be strictly observed by Members, Beach Club Members and guests for the benefit of all.
- All Beach Club Members shall adhere strictly to the Rules and should any Member or their guests commit any breach thereof such Member shall be liable to a fine as determined by the HOA.
- No Member shall introduce any person whose presence may be prejudicial to the Beach Club. No unruly behavior or ungentlemanly conduct or conduct prejudicial to the character, interest or reputation of the Beach Club will be tolerated and the right of Admission to the beach Club is reserved.
- Members shall at all times abide by any instruction given by the Beach Club Manager or security staff. The Beach Club Managers decision in the event of any dispute shall be final and binding upon Beach Club Members and their guests and the Beach Club Manager has the right to remove any persons from the beach Club for misconduct. Failure to follow such instruction may result in a fine or suspension of membership.
- Neither the HOA, Beach Club, its officers, employees nor servants shall be liable for any loss, damage or injury suffered to the person or personal property of any Beach Club Member or guest while on the Beach Club premises.

**Indemnity:**

Members, tenants, Beach Club Members and guests acknowledge and agree that they enter the Beach Clubhouse and utilise the Beach Club facilities entirely at their own risk and that the HOA and Company shall not be liable under any circumstances whatsoever for any injury to person or any loss or, or damage to any property that may occur as a consequence of any person entering upon Beach Club premise or using the Beach Club facilities.

Members, tenants Beach Club Members and guests waive any and all claims against the HOA and the Company for any loss of or damage to property or injury to person that may be sustained in or about the Beach Club or through use of any of the Beach Club facilities howsoever such loss or damage to property or injury to person may be caused. Members, tenants Beach Club Members and guests indemnify the HOA and the Company against any and all such claims.

# Member of Dunkirk Homeowners Association

I hereby agree to abide by the Rules of the Beach Club

Signed on \_\_\_\_\_ 2015

\_\_\_\_\_

Name (print) \_\_\_\_\_ Cell No \_\_\_\_\_

Name of spouse \_\_\_\_\_ Cell No \_\_\_\_\_

Name of Children 1. \_\_\_\_\_  
(other dependants)

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

Address: \_\_\_\_\_

**OR**

## Cession by Member to Tennant

I, the Member and homeowner residing at \_\_\_\_\_ in Dunkirk Estate,  
do hereby cede and assign my Beach Club Membership rights to my tenant whose details are listed below:

Signed on \_\_\_\_\_ 2015

\_\_\_\_\_

Details of Tennant:

Name (print) \_\_\_\_\_ ID No \_\_\_\_\_

Name of spouse \_\_\_\_\_ ID No \_\_\_\_\_

Name of Children 1. \_\_\_\_\_ ID No \_\_\_\_\_  
(other dependants)

2. \_\_\_\_\_ ID No \_\_\_\_\_

3. \_\_\_\_\_ ID No \_\_\_\_\_

4. \_\_\_\_\_ ID No \_\_\_\_\_

5. \_\_\_\_\_ ID No \_\_\_\_\_

Please complete the following:

Member/tenant Name.....

Email.....

Cell.....

2<sup>nd</sup> Contact number.....