

FISH HOEK BEACH SPORTS CLUB NPC

BY-LAWS

Adopted by the Executive Committee in terms of Clause 15 of the Rules

Effective: 22 August 2026

These By-Laws are made by the Executive Committee of Fish Hoek Beach Sports Club NPC ("the Club") in terms of Clause 15 of the Rules. They are supplementary to, and subordinate to, the Rules, the Company's Memorandum of Incorporation (MOI) and the Companies Act 71 of 2008. In the event of any conflict, the Companies Act, the MOI and the Rules prevail, in that order, over these By-Laws. The Executive Committee may amend these By-Laws by ordinary resolution, subject to such amendments being communicated to members in writing within 14 days of adoption.

PART A — FEES AND SUBSCRIPTIONS

(In terms of Clauses 8.3, 10, and 23 of the Rules)

A.1 Membership Year

The membership year runs from 1 August to 31 July each year. Annual subscriptions are due and payable on 1 August.

A.2 Annual Subscription Rates

The following annual subscription rates apply with effect from 1 August 2026:

Membership Type	Description	Annual Fee	Joining Fee
Family	Main member &/or partner &/or children under 18 using FHBSC facilities	R2,200	R1,500
Individual	Single member access	R1,750	R1,500
Country	Members residing more than 50 km from Fish Hoek	R925	R1,500
Pensioner	Members over 65 years of age	R925	R1,500
Student	Full-time students over 18 years	R750	Nil
Honorary	As elected at AGM	Nil	Nil
Temporary	See By-Law A.4 for daily rate	—	—

All fees are inclusive of VAT where applicable. The Executive Committee reserves the right to review fees annually.

A.3 Joining Fee

A once-off joining fee of R1,500 is payable by all new members, other than Student members, upon admission to the Club, in addition to the applicable annual subscription. The joining fee is non-refundable except where an application is rejected by the Executive Committee.

A.4 Temporary Membership

In terms of Clause 8.3 of the Rules, the daily subscription for temporary members is R100 per day. Temporary membership may not exceed six (6) consecutive calendar months. No joining fee is payable for temporary membership.

A.5 Pro-Rata Subscriptions for New Members

New members joining during the membership year shall pay a pro-rata subscription calculated on the basis of 4-month billing cycles as follows:

- Joining between 1 August and 30 November: full annual subscription payable.
- Joining between 1 December and 31 March: two-thirds (2/3) of the annual subscription payable.
- Joining between 1 April and 31 July: one-third (1/3) of the annual subscription payable.

The once-off joining fee is payable in full regardless of when during the year a member joins.

A.6 Rack / Equipment Storage Fee

Members who store boats, surfskis, or other equipment on Club premises are required to pay an annual rack/storage fee in addition to their membership subscription:

Storage Type	Annual Fee
Rack / equipment storage (per craft)	R1,100

The rack fee is payable annually on 1 August alongside the membership subscription. Storage of equipment is subject to availability of space and the prior approval of the Executive Committee. The Club accepts no liability for equipment stored on its premises.

A.7 Payment and Non-Payment

All fees are payable by electronic funds transfer (EFT) or such other method as the Executive Committee may from time to time approve. Subscriptions unpaid by 31 October will result in the lapsing of membership in terms of Clause 11 of the Rules. Members in arrears on rack fees will have their storage privileges suspended until payment is received.

A.8 Financial Approval Threshold

In terms of Clause 23 of the Rules, any single project, capital expenditure, contract, or payment exceeding R50,000 (fifty thousand rand) requires prior approval by resolution of the Executive Committee at a duly constituted meeting, followed by dual authorisation from two of the Commodore, Vice-Commodore, and Rear-Commodore Treasury.

A.9 Tender Threshold

In terms of Clause 24 of the Rules, the tender threshold above which a formal tender process is required is R50,000 (fifty thousand rand). Any project, contract, or procurement of goods or services with a value exceeding this amount must be put out to tender before any commitment is made on behalf of the Club. The Executive Committee may revise this threshold by ordinary resolution, subject to confirmation at the next Annual General Meeting. Any revision shall be communicated to all members within 14 days of adoption.

PART B — RACING RULES AND SAFETY

(In terms of Clauses 7 and 32 of the Rules)

B.1 Governing Rules

All Club-sanctioned races shall be conducted in accordance with the rules of the relevant paddling association or other governing body applicable to the discipline. In the event of any conflict between these By-Laws and the applicable association rules, the association rules shall prevail for racing purposes.

B.2 Safety Officer

All Club-sanctioned races must be approved by the Club Safety Officer prior to commencement. The Safety Officer has the authority to postpone, modify, or cancel any race on safety grounds without prior committee approval. The Safety Officer's decision on safety matters is final.

B.3 Minimum Safety Requirements

All participants in Club-sanctioned races must comply with the following minimum requirements:

- Wear an appropriate personal flotation device (PFD) or buoyancy aid at all times on the water, unless exempted in writing by the Safety Officer for a specific discipline.
- Surfski paddlers must use a leg leash appropriate to the conditions.
- Participants must carry a whistle and any other safety equipment required under the applicable racing rules.
- All craft must be seaworthy and in good working condition.
- Members with known medical conditions that may affect their safety on the water must notify the Safety Officer prior to participating in races.

B.4 Race Instructions

Race notices, program changes, and race instructions shall be distributed to members digitally no less than 48 hours prior to the scheduled start of a race, except in cases of emergency or where weather conditions require last-minute changes.

B.5 Incident Reporting

Any accident, incident, or near-miss occurring during Club-sanctioned activities must be reported to the Safety Officer as soon as practicable and in writing within 24 hours. Where the incident involves injury to a person or significant damage to property, the Commodore must also be notified immediately. The Safety Officer shall maintain a register of all reported incidents.

PART C — CLUBHOUSE, FACILITIES AND BAR

(In terms of Clauses 6, 33, and 34 of the Rules)

C.1 Equipment Storage and Rack Allocation

Applications for rack or storage space must be submitted to the Secretary in writing. Allocation is at the discretion of the Executive Committee and is subject to availability. The

Club reserves the right to reallocate or withdraw storage space on reasonable notice. Members must clearly label all equipment stored on Club premises. Unlabelled or abandoned equipment may be removed by the Club after 30 days' written notice.

C.2 Damage and Repairs

Members must report any damage to Club facilities, equipment, or property to a committee member as soon as it is discovered. In terms of Clause 29 of the Rules, a member is liable for damage caused by themselves or their guests. The Executive Committee shall determine the cost of repair or replacement and invoice the responsible member accordingly.

C.3 Smoking Policy

Smoking and vaping are strictly prohibited inside the clubhouse and in any enclosed area of the Club premises. Smoking is only permitted in designated outdoor areas as identified by the Executive Committee from time to time.

PART D — VENUE HIRE

(In terms of Clause 33 of the Rules)

D.1 Eligibility to Hire

The Club premises may be hired by members or members of the public, subject to the approval of the Executive Committee or a delegated committee member. Hiring must not unreasonably restrict access to and use of the Club by members.

D.2 Hire Fees

The hire fee for members is R3,000 per event. The hire fee for non-members is R5,000 per event. The hire fee is payable in full before the date of the hire.

D.3 Conditions of Hire

The hirer shall communicate the nature of the event and its proposed set-up to the Club in advance of the hire. A curfew of 24:00 applies to all hired events. The bar will close at 23:00. The number of persons attending shall not exceed the capacity of the venue. Noise shall be controlled at all times so that no person in the immediate vicinity of the Club is disturbed. Responsibility for any damage to Club property or facilities arising from the hire lies with the hirer.

D.4 Priority of Club Events

Club events, races, and member activities shall always take precedence over external hire bookings. The Club reserves the right to cancel a hire booking in the event of a Club event being scheduled, subject to providing reasonable notice and a full refund of any hire fee paid.

PART E — GUESTS AND VISITORS

(In terms of Clause 34 of the Rules)

E.1 Introduction of Guests

A member in good standing may introduce guests to the Club premises subject to the following:

- No member may introduce the same guest on more than six (6) occasions during any membership year, in terms of Clause 34 of the Rules.
- The introducing member must be present on the premises at all times while the guest is present.
- The introducing member is responsible for the conduct of their guest and for any damage caused by the guest.
- Members must sign guests into the visitors' register, recording the guest's name, date, and the member's name and membership number.

E.2 Guest Fees

Guest fees shall be the same as the daily subscription payable by temporary members, as set out in By-Law A.4 and Schedule 1.

E.3 Prohibited Guests

In terms of Clause 34 of the Rules, a member may not introduce as a guest:

- Any person who has been removed as a defaulter under Clause 11 of the Rules;
- Any person who has been rejected for membership within the preceding 12 months, without prior Executive Committee approval; or
- Any person who has been twice rejected for membership.

PART F — COMMERCIAL ACTIVITIES

(In terms of Clause 25 of the Rules)

F.1 Annual Commercial Usage Fee

The annual commercial usage fee payable by an approved commercial operator shall be determined by the Executive Committee in terms of Clause 25.6 of the Rules, having regard to the nature of the activity and the Club infrastructure used.

F.2 Approved Operating Areas

The areas of the Club premises in which an approved commercial operator may conduct activities shall be specified and approved by the Executive Committee, and shall be determined having regard to the extent of the area required by the applicant.

PART G — ADMINISTRATION AND COMMUNICATIONS

(In terms of Clauses 13, 17, and 35 of the Rules)

G.1 Valid Methods of Notice

For the purposes of the Rules and these By-Laws, the following shall constitute valid methods of giving notice to members:

- Email to the member's registered email address as held by the Secretary;
- Publication on the Club's official website; and/or
- Distribution via the Club's official WhatsApp group or equivalent digital platform as designated by the Executive Committee from time to time.

Notice shall be deemed received: (a) 24 hours after dispatch by email; and (b) immediately upon publication on the Club website or designated digital platform. It is the responsibility of each member to ensure that their contact details held by the Club are current. The registered email address of a member held by the Club shall be that member's address for the service of all notices, and notice sent to that address shall be deemed to have been validly given, whether or not it is actually received. A member who does not maintain a current email address with the Club shall be treated as having elected to receive notices by publication on the Club's official website and designated digital platforms.

G.2 Membership Register

The Secretary shall maintain an up-to-date register of all members, recording each member's name, category of membership, contact details, and date of admission. The register shall be made available to the Executive Committee on request and to members for inspection at a reasonable time and on reasonable notice.

G.3 Minutes and Records

The Secretary shall keep accurate minutes of all Executive Committee meetings, Annual General Meetings, and Special General Meetings. Approved minutes shall be published on the Club's official website and digital channels within 21 days of approval. All Club records shall be retained for a minimum of seven (7) years.

G.4 Disciplinary Costs

The Executive Committee may, as contemplated in Clause 13 of the Rules, recover from a member found guilty of misconduct any reasonable costs incurred by the Club in conducting the disciplinary proceedings, including costs of an independent chairperson or advisor where appointed. Such costs shall be communicated to the member in writing and shall be payable within 30 days.

G.5 Amendment of By-Laws

These By-Laws may be amended by ordinary resolution of the Executive Committee at any duly constituted meeting. Any amendment shall be communicated to all members within 14 days of adoption and shall take effect from the date specified in the resolution, or 14 days after communication to members if no date is specified. Amendments must not be inconsistent with the Rules.

PART H — PROCUREMENT AND TENDERING

(In terms of Clause 24 of the Rules)

H.1 Tender Threshold

In terms of Clause 24 of the Rules, any project, contract, or procurement of goods or services with a value exceeding R50,000 (fifty thousand rand) must be put out to formal tender before any commitment is made on behalf of the Club. The Executive Committee may revise this threshold by ordinary resolution, subject to confirmation at the next Annual General Meeting.

H.2 Advertisement of Tenders

All tenders must be advertised to members in good standing by written notice distributed via the valid methods set out in By-law G.1. The tender notice must include:

- A clear description of the project, works, or services required;
- The scope and specifications, including any technical requirements;
- The evaluation criteria that will be applied;
- The closing date and time for submission, which must be no less than 21 (twenty-one) days from the date of advertisement;
- The address or contact details to which submissions must be delivered; and
- Any conditions of eligibility.

Tenders shall be advertised simultaneously to members and, where the Executive Committee deems it appropriate, to external parties.

H.3 Eligibility to Tender

H.3.1 Any member in good standing is eligible to submit a tender on equal terms with external parties.

H.3.2 A member of the Executive Committee who intends to submit a tender must declare their interest at the earliest opportunity and shall be recused from all discussions and decisions relating to that tender, in accordance with the conflict of interest provisions of the Rules.

H.3.3 A member may not submit a tender if they are in arrears on any Club subscription, fee, or other financial obligation.

H.4 No Subcontracting

H.4.1 Any member awarded a tender shall personally perform all services and works required under that contract.

H.4.2 No subcontracting of any portion of the services or works to any third party is permitted under any circumstances, whether directly or indirectly.

H.4.3 A member who subcontracts in breach of this rule shall be in material breach of their contract with the Club. The Executive Committee may immediately terminate the contract, recover any amounts paid, and refer the matter for disciplinary action under Clause 13 of the Rules.

H.5 Submission of Tenders

All tenders must be submitted in writing and must include:

- Full name, membership number, and contact details of the tenderer;
- A detailed description of the proposed approach to performing the works or services;
- A comprehensive, itemised pricing schedule;
- Relevant qualifications, experience, and references;

- Confirmation of compliance with all applicable legal requirements, including tax, licensing, and insurance;
- A signed declaration that the tenderer will personally perform all works and will not subcontract any portion thereof; and
- A declaration of any actual or potential conflict of interest.

Tenders received after the closing date and time will not be considered.

H.6 Evaluation Committee

H.6.1 The Executive Committee shall appoint a Tender Evaluation Committee of not fewer than three (3) members to evaluate all submissions.

H.6.2 No member of the Evaluation Committee may have submitted a tender or have a financial interest in any submission.

H.6.3 The Evaluation Committee shall assess tenders against the published criteria, which shall include but not be limited to:

- Price and value for money;
- Quality and suitability of the proposed approach;
- Relevant qualifications and demonstrated experience; and
- The best interests of the Club and its members.

H.6.4 The Evaluation Committee shall make a recommendation to the Executive Committee, which shall make the final award decision.

H.7 Award and Notification

H.7.1 The Executive Committee shall award the tender to the candidate whose submission best meets the evaluation criteria and serves the best interests of the Club.

H.7.2 The Club is not obliged to accept the lowest tender or any tender.

H.7.3 All tenderers shall be notified of the outcome in writing within 14 days of the award decision.

H.7.4 A brief written record of the evaluation and the reasons for the award shall be retained by the Secretary.

H.8 Contract and Payment

H.8.1 All awarded tenders shall be formalised by a written agreement signed by the Commodore and the successful tenderer.

H.8.2 All payments under a tendered contract are subject to the dual-authorisation requirement of Clause 23 of the Rules and By-law A.8.

H.8.3 Payment shall be made against invoices and proof of completion or delivery, as agreed in the contract.

H.9 Disputes

Any tenderer who believes the tender process has not been followed fairly may lodge a written objection with the Secretary within 7 days of notification of the award. The Executive Committee shall consider the objection at its next meeting and communicate its decision in writing. The decision of the Executive Committee shall be final.

H.10 Record Keeping

The Secretary shall maintain a register of all tenders issued, submissions received, awards made, and contracts entered into. This register shall be available for inspection by any member in good standing on reasonable request.

PART I — OFFICE-BEARERS AND PORTFOLIO DESCRIPTIONS

(In terms of Clause 15 of the Rules)

These portfolio descriptions are high-level summaries of the principal offices of the Club. They are a guide, not an exhaustive list of duties, and do not limit the general powers of the Executive Committee or of any office-bearer, nor prevent office-bearers from sharing, delegating or covering one another's functions as the needs of the Club require. Each description is subject to the Rules and does not derogate from it. Unless stated otherwise, each office is held for the term of the Executive Committee (from the conclusion of one Annual General Meeting to the conclusion of the next), and each office-bearer is eligible for re-election or re-appointment, as the case may be. The Commodore and Flag Officers are elected by the Members at the Annual General Meeting; the remaining offices, including the Honorary Secretary, are filled by nomination and appointment in terms of Clause 15 of the Rules.

I.1 Commodore

Purpose: overall leadership and direction of the Club as its most senior office-bearer. **Core duties:** chairs the Executive Committee and General Meetings; sets strategic direction; acts as the Club's principal representative and spokesperson; oversees the other office-bearers; acts as a signatory as provided in the Rules; leads in upholding the Rules and Code of Conduct. **Reports to:** the members in General Meeting.

I.2 Vice-Commodore

Purpose: deputises for the Commodore as the Club's second-in-command. **Core duties:** supports the Commodore and acts in the Commodore's place when designated; assists in the leadership and representation of the Club; takes on portfolios and projects as allocated by the Commodore and Executive Committee. **Reports to:** the Commodore and Executive Committee.

I.3 Rear-Commodore Treasury

Purpose: financial management and stewardship of the Club. **Core duties:** maintains the accounts and financial records; prepares budgets and financial reports for the Executive Committee and the Annual General Meeting; oversees subscriptions, fees, banking and payments; acts as a signatory as provided in the Rules; supports the annual financial review. **Reports to:** the Commodore and Executive Committee.

I.4 Rear-Commodore (House and Grounds)

Purpose: responsible for the Club's premises, facilities and grounds. **Core duties:** oversees the upkeep, maintenance and presentation of the clubhouse, storage, grounds and equipment; coordinates repairs and improvements; supports venue hire and functions; helps keep the premises safe, clean and welcoming. **Reports to:** the Commodore and Executive Committee.

I.5 Honorary Secretary

Purpose: responsible for the Club's administration, records and correspondence. **Core duties:** convenes meetings and prepares agendas and minutes; maintains the membership

roll and Club records; handles official correspondence and notices; ensures administrative continuity. **Reports to:** the Commodore and Executive Committee.

I.6 Safety Officer (also the Club's Safeguarding Officer)

Purpose: promotes safety on and off the water and safeguards the wellbeing of members, particularly minors. **Core duties:** promotes safe practice and water-safety compliance; approves and oversees safety arrangements for Club races and events as provided in the Rules; receives and manages incident and near-miss reports; acts as the Club's Safeguarding Officer for the protection of minors under Clause 7 of the Rules; liaises with the NSRI and relevant authorities. **Reports to:** the Commodore and Executive Committee.

Note: the Club's Public Officer and Information Officer are statutory functions appointed by the Executive Committee from among its members in terms of Clause 15 of the Rules, and are not tied to a particular office. The same member may hold more than one of these functions.

SCHEDULE 1 — FEE SUMMARY (effective 1 August 2026)

Fee Type	Amount	Notes
Family subscription	R2,200 p/a	
Individual subscription	R1,750 p/a	
Country subscription	R925 p/a	>50km from Fish Hoek
Pensioner subscription	R925 p/a	Members over 65
Student subscription	R750 p/a	Full-time students over 18
Honorary membership	Nil	Elected at AGM
Once-off joining fee	R1,500	All new members except Student members
Temporary membership	R100 per day	Max 6 months
Rack / equipment storage	R1,100 p/a	Per craft, subject to availability
Venue hire – members	R3,000	Per event; per By-Law D.2
Venue hire – non-members	R5,000	Per event; per By-Law D.2
Financial approval threshold	R50,000	Per Clause 23 of the Rules; reviewable by EC
Tender threshold	R50,000	Per Clause 24 of the Rules; reviewable by EC

Fees are reviewed annually by the Executive Committee. Members will be given no less than 30 days' written notice of any fee changes.

SCHEDULE 2 — CODE OF CONDUCT

(Annexed to and forming part of these By-Laws, and subordinate to the By-Laws, the Rules, the Memorandum of Incorporation and the Companies Act. The Code of Conduct is adopted under the Rules and applies to all Members.)

1. Introduction and Scope

This Code of Conduct applies to all members of Fish Hoek Beach Sports Club (FHBSC), including Ordinary, Honorary, Country, Student, and Temporary Members, as well as coaches, volunteers, guests, and any person acting on behalf of the Club.

By becoming a member, or by participating in any Club activity, each person agrees to uphold the principles set out below and to contribute to a safe, welcoming, and well-governed club environment.

Members are liable for the conduct of their guests at all times while on Club premises or participating in Club activities.

This Code of Conduct is a standalone document. It operates under, and must be read in conjunction with, the FHBSC Rules — in particular:

- Clause 7 (Child Safeguarding)
- Clause 13 (Conduct of Members and Disciplinary Procedures)

The Executive Committee reserves the right to amend this Code of Conduct from time to time by ordinary resolution. Any changes will be communicated to members in writing.

2. Conduct Principles

2.1 Respect the Ocean and Environment

Fish Hoek Beach and False Bay form an ecologically sensitive coastal environment. All members must:

- Prioritise safety on the water and respect marine life, tides, and weather conditions at all times.
- Leave no trace — remove all litter from the beach, grass area, and clubhouse, and report any pollution or hazards immediately.
- Support beach clean-ups, dune rehabilitation efforts, and compliance with City of Cape Town coastal management policies.
- Avoid the use of single-use plastics during Club activities and events.

2.2 Prioritise Safety at All Times

The ocean environment presents real and variable risks. All members must:

- Check weather, swell, and sea conditions before launching.
- Wear appropriate safety gear — PFDs, leashes, and any other equipment required for the activity — at all times on the water.
- Never paddle or launch alone unless you are an experienced member and conditions are safe to do so.
- Never participate in water activities while under the influence of alcohol or any impairing substance.
- Assist other water users in distress where it is safe to do so, and cooperate with NSRI and rescue authorities at all times.
- Report all accidents, incidents, near-misses, and hazardous conditions to the committee and/or NSRI without delay.

2.3 Show Respect and Fair Play

- Treat all members, juniors, coaches, visitors, officials, and other beach users with courtesy, dignity, and consideration.

- Aggressive, abusive, discriminatory, threatening, or harassing behaviour — on or off the water — will not be tolerated.
- Competitive conduct should be sporting and fair; post-race or post-session disputes must be raised through proper channels, not confrontation.

2.4 Support Our Junior Section

- Encourage and mentor junior members in a positive and inclusive way.
- Senior members must model good behaviour and ensure that younger paddlers always feel welcome, valued, and safe.
- No senior member may place a junior in an unsupervised situation or engage in any conduct inconsistent with Clause 7 of the Rules (Child Safeguarding).

2.5 Maintain and Protect Club Facilities

- Keep all club areas — the clubhouse, boat and ski storage, showers, bar, deck, kitchen, and grass area — clean and tidy.
- Report damage or faults promptly to a committee member.
- No smoking inside Club premises at any time.
- No unauthorised access to equipment, storage, or the boat and ski rack system unless prearranged with the committee or the owner of the item in question.
- Return all club gear, boats, and skis in the condition in which you found them.
- No member may store personal equipment in shared club space on a permanent basis without prior Executive Committee approval.

2.6 Responsible Use of Alcohol and the Club Bar

The Club Bar is a valued social amenity. Members must observe the following:

- Alcohol may only be consumed in designated communal areas and in moderation. Excessive consumption is prohibited by law.
- No alcohol may be consumed before or during water activities — including paddling, racing, or coaching sessions.
- Members are responsible for ensuring their guests do not consume alcohol irresponsibly on Club premises.
- No alcohol may be consumed by, or provided to, minors on Club premises.
- Any person under the influence of alcohol or drugs will be asked to leave the premises and may not access the water.

2.7 Follow Club Rules and Committee Decisions

- Abide by all Club rules, session schedules, equipment booking systems, and any lawful instruction from a committee member, coach, or Safety Officer.
- Pay subscriptions and fees on time. Failure to pay by 31 October results in automatic lapse of membership in terms of Clause 11 of the Rules.
- Comply with any conditions imposed by the Executive Committee in relation to commercial activity approvals, racing, or use of Club facilities.

2.8 Promote Inclusivity and Community Spirit

- Welcome new members, visitors, and participants in all water sports with warmth and generosity.
- Assist where possible — helping with gear, sharing knowledge, or joining group paddles — to build the friendly, inclusive atmosphere the Club is known for.
- No member may engage in, or tolerate, discrimination on the basis of race, gender, age, religion, disability, sexual orientation, or any other ground.

2.9 Represent the Club Positively

When wearing Club kit, participating in events, or representing FHBSC in any capacity:

- Act in a manner that reflects well on the Club and the broader Fish Hoek community.
- Avoid any behaviour that could damage the Club's reputation with beach users, local residents, authorities, or the public.
- Conduct yourself on social media in a manner consistent with this Code. Members must not post content that is defamatory, discriminatory, abusive, or that brings the Club into disrepute.
- Images or videos of minors may not be shared online without the prior written consent of the minor's parent or guardian.

2.10 Raise Issues Constructively

- Bring safety concerns, conduct issues, maintenance faults, or other complaints directly to a committee member in a respectful and timely manner.
- Do not attempt to resolve serious disputes or misconduct privately — use the complaints process set out in Section 4 of this Code.
- Vexatious or bad-faith complaints are themselves a breach of this Code.

3. Child Safeguarding

The full Child Safeguarding provisions of the Club are set out in Clause 7 of the FHBSC Rules, which applies to all members, coaches, officials, and persons acting on behalf of the Club. The following is a summary of members' primary obligations:

- The safety and wellbeing of minors (persons under 18) is a primary concern in organised Club activities.
- Parents and guardians have primary responsibility for supervising their own children at the Club, except during activities the Club has expressly organised.
- Avoid unsupervised one-on-one situations between an adult and a minor.
- All physical contact with minors must be appropriate, necessary, and transparent.
- Communicate with minors in a transparent manner, preferably involving parents or guardians.
- Never be under the influence of alcohol or drugs while responsible for minors.

- Any member who reasonably suspects that a minor has been harmed, abused, or is at risk of harm must report the matter immediately to the Club's Safeguarding Officer (the Club Safety Officer) and/or the appropriate statutory authority.

A breach of the Club's child safeguarding obligations constitutes serious misconduct and will be dealt with under Clause 13 of the Rules, including immediate interim suspension where necessary.

4. Social Media and Digital Conduct

Members' online conduct reflects directly on the Club. The following standards apply to all digital platforms, including social media, messaging apps, and Club WhatsApp groups:

- Do not post, share, or distribute content that is defamatory, discriminatory, abusive, threatening, or that brings the Club, its members, or its officers into disrepute.
- Do not share personal information about other members without their consent.
- Do not post images or videos taken on Club premises or at Club events that include identifiable minors without the prior written consent of a parent or guardian.
- Content posted in Club-administered digital channels (e.g. WhatsApp groups, social media pages) must comply with this Code. The committee may remove content and revoke access where this Code is breached.
- Disputes between members must not be aired publicly online. Use the complaints process in Section 5.

5. Graded Offences Schedule

Breaches of this Code of Conduct are classified into three grades to guide consistent and proportionate responses by the Executive Committee and any Disciplinary Committee appointed under Clause 13 of the Rules. The examples below are illustrative and not exhaustive.

Grade	Examples of Conduct	Possible Sanctions (Clause 13, Rules)
Grade 1 Minor	• Discourteous or ill-mannered behaviour • Failure to return club gear in good condition • Non-compliance with session schedules or booking systems • Minor facility misuse (e.g. smoking inside, litter) • Failure to wear required safety gear (PFD, leash) • Failure to report damage or incidents promptly	• Verbal warning (noted on file) • Written warning Repeated Grade 1 = treated as Grade 2
Grade 2 Moderate	• Aggressive, abusive, or threatening conduct toward members, guests, or beach users • Alcohol consumption before or during	• Written warning • Final written warning • Suspension from Club premises or activities for a defined period

Grade	Examples of Conduct	Possible Sanctions (Clause 13, Rules)
	water activities • Wilful damage to club property • Repeated or escalating Grade 1 conduct • Social media posts damaging the Club's reputation • Unauthorised commercial activity on Club premises • Failure to supervise a guest who causes harm or damage	• Restriction from specific facilities
Grade 3 Serious	• Physical assault of any person on or off the water • Serious theft from Club or members • Sexual or racial harassment • Conduct that endangers life on the water • Child safeguarding breach (Clause 7, Rules) • Conduct constituting a criminal offence • Gross insubordination or deliberate defiance of the Executive Committee	• Suspension or expulsion • Referral to statutory authorities where required by law In serious cases interim suspension may be imposed immediately pending investigation

The Disciplinary Committee retains discretion to escalate the grading of an offence where aggravating factors exist, including prior history, deliberate intent, or harm caused to a vulnerable person.

A clean slate policy applies: where no further breach occurs within twelve (12) months of the last recorded penalty, minor offences (Grade 1) will not be held against a member in assessing future conduct.

6. Complaints Procedure

This section provides members with a clear pathway for raising conduct concerns. The full disciplinary process, including formal hearings and sanctions, is set out in Clause 13 of the FHBSC Rules.

6.1 How to Lodge a Complaint

- Complaints must be submitted in writing to the Club Secretary or Commodore.
- Complaints should be lodged within seven (7) days of the incident or of becoming aware of the conduct in question.
- The written complaint should include: the name of the person(s) involved, the date, time and location of the incident, a factual description of what occurred, and the names of any witnesses.

6.2 What Happens Next

- The Secretary or Commodore will acknowledge receipt of the complaint and advise the complainant of next steps.

- The Executive Committee will assess the complaint and classify it in accordance with the grading in Section 5.
- For Grade 1 matters, the Commodore or a nominated committee member may deal with the matter informally by way of a verbal or written warning.
- For Grade 2 or Grade 3 matters, or any matter involving potential suspension or expulsion, the Executive Committee will appoint a Disciplinary Officer or Disciplinary Sub-Committee in terms of Clause 13.3 of the Rules.
- All parties will be kept informed of the progress of the complaint in a timely manner.

6.3 Confidentiality

- All complaints and disciplinary proceedings shall be treated as strictly confidential.
- Information will only be disclosed where necessary for the administration of the process, or where required by law.

6.4 Appeals

A member who is subject to a disciplinary finding may appeal in writing to the Secretary within ten (10) days of receiving the written outcome. Appeals are limited to procedural irregularity, new evidence not reasonably available at the original hearing, or a sanction that is disproportionate to the offence. The decision of the Appeals Committee is final and binding. See Clause 13.9 of the Rules.

7. Member Acknowledgement

I have read and understood this Code of Conduct and agree to abide by its terms as a condition of my membership of Fish Hoek Beach Sports Club.

Full Name:

Membership Number:

Signature:

Date:

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Adopted by resolution of the Executive Committee of Fish Hoek Beach Sports Club

Commodore: _____

Date: _____

Secretary: _____

Date: _____

DRAFT