

**HOMEOWNER'S ASSOCIATION OF  
PINEHAVEN COUNTRY ESTATE**

Reg. No. 2003/00534/08 (section 21)  
P.O. Box 5, Pinehaven, 1746  
N14 / Hugo Road, Krugersdorp, 1739  
GPS Coordinates: -26.059052, 27.827575  
Telephone: 011 – 662 1709  
Fax: 086 637 7638



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# HOUSE RULES

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## 1. INTRODUCTION

- 1.1. The main objective of Pinehaven Country Estate, is the provision of a high quality lifestyle for Residents. The intention of these Rules, the Memorandum of Incorporation of the Home Owners Association and the powers given thereunder to the Board of Directors, is the protection of this lifestyle and the architectural standards of the Estate.
- 1.2. Happy and harmonious community living is achieved when all Residents use and enjoy their private properties and the Common Property of the Estate in a manner so as not to infringe upon the other Residents use and enjoyment thereof. General consideration of all Residents for each other will ensure that these objectives are achieved.
- 1.3. To assist in this aim, the Directors, in terms of the Memorandum of Incorporation of Pinehaven Country Estate, have established these Rules. They are binding upon all Residents and all other persons entering the Estate. Owners shall bear ultimate responsibility and any liability for ensuring that their family, tenants, employees, invitees, contractors and guests comply with these Rules.

## 2. INTERPRETATION

- 2.1 In the interpretation of these Rules, unless the context otherwise indicates;
- 2.1.1 **Association:** The Homeowners Association of Pinehaven Country Estate, Registration Number 2003/00534/08 (an association incorporated under Section 21 of the Companies Act,1973);
  - 2.1.2 **Memorandum of Incorporation:** Articles of Association under old Companies Act and / or Memorandum of Incorporation under new Companies Act.
  - 2.1.3 **Board of Directors, Board or Directors:** The Board of Directors of the Home Owners Association as envisaged in the Memorandum of Incorporation;
  - 2.1.4 **Estate:** The township area called Pinehaven Country Estate and registered in the office of the Registrar of Deeds as such.
  - 2.1.5 **Resident:** The owner, tenant or any other occupier of the Unit.
  - 2.1.6 **Common Property:** The roads, parks, sidewalks, and main entrance and other areas as may be designated from time to time by the Board of Directors;
  - 2.1.7 **Unit or Property:** The house and/or outbuildings and building work on a stand including all fixtures and fittings of a permanent nature.
  - 2.1.8 **Member:** As defined in the Memorandum of Incorporation.
- 2.2 When any number of days is prescribed in these Rules, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

## 3. REGISTERED OWNER'S RESPONSIBILITY

- 3.1 In the event of any person or legal entity becoming the registered owner of a Property in the Estate, the said person or legal entity will automatically become a Member of the Association.
- 3.2 In accordance with the Article of Association of the Estate, the registered owner is obliged to comply with the Rules of the Association as published and set by the Board, and any interpretation thereof made by the Board.
- 3.3 No improvement of any nature may be effected to the Property without the prior written approval of the Board and building plans in respect of any improvements to be erected on the Property shall be subject to the prior written approval by all surrounding neighbours and the Board.
- 3.4 In terms of the Memorandum of Incorporation, the Directors are entitled at any time to amend, add to or delete from the Rules in whatever manner they deem necessary in order to protect the interests of the Association. The Directors may amend the Rules without incurring any liability to any person, and any amendment shall immediately become binding upon all owners.
- 3.5 In the event of annoyance, aggravation or complaints occurring between Residents, an attempt should be made by the parties concerned to settle the matter between themselves. This should be done with

consideration and tolerance. If however, such problems cannot be resolved between the parties, then they should be brought to the notice of the Board in writing. The Board may require that a complaint is submitted to them in the form of an affidavit before they consider it.

- 3.6 The Rules as set out are binding on all owners and all persons occupying any portion who, in turn are responsible for ensuring that members of their families, tenants, visitors, employees, contractors, sub-contractors and delivery persons comply with these Rules. A breach of Rules by any person falling into any of the aforesaid categories shall be deemed to be a breach committed by the owner.
- 3.7 The Association or its agents shall not be liable for any injury or loss or damage of any description which any owner or occupier of a portion or any member of his family, his employee or servant or his relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his or their Property, directly or indirectly, in or about the Common Property or in the individual portions by reason of any defect in the Common Property or for any neglect on the part of the association or any of the association's employees, servants, agents or contractors.
- 3.8 The Association or its agents, representatives and servants shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other Property.
- 3.10 In order to preserve and enhance the residential amenity and lifestyle within the Estate, all owners shall at all times behave in a considerate, reasonable and civilized manner, and shall in particular make every effort to avoid causing inconvenience or nuisance to other owners. Owners shall comply with any Rules made by the Directors in order to regulate behaviour accordingly. Happy and satisfied community living is achieved when owners and occupiers use and enjoy the Common Property in such a manner that they should respect and have consideration for the rights of other persons lawfully on the Property. Compliance with the Rules and general personal consideration by owners and occupiers of each person lawfully on the Property will greatly assist in achieving a happy community.

#### **4. ADMINISTRATION AND PENALTIES**

- 4.1 All levies, electricity, contributions, fines and charges towards the administration of the Estate are due and payable on the first day of each month.
- 4.2 The Directors are entitled to charge interest on all accounts in arrears.
- 4.3 Legal action will be taken in respect of accounts in arrears for 60 days or longer. All collection and legal costs associated therewith will be directly recouped from the owner.
- 4.4 The Estate is the supplier of electricity and no resident will be entitled to the supply of electricity unless he has signed an electricity agreement. Electricity supply will be suspended until such time as the agreement has been signed.
- 4.5 The Board has the right to fine transgressors where any of the Rules as stipulated by the HOA from time to time have been broken or infringed upon. Such fines and penalties will be separately listed on the levy statement and shall become due and payable on the due date for payment of the levy.
- 4.6 An owner who transgresses any rule, shall receive a written warning to comply with the rule where applicable. Failure to comply therewith the HOA may issue a fine to the relevant owner. The schedule attached to these

Rules as Annexure "A" contains a list of transgressions and the fines and/or penalties that will be imposed in respect thereof.

- 4.7 Owners are reminded that no Property may be transferred until all amounts payable to the Homeowners Association have been paid in full, and that they may not vote at any meeting nor stand for election if they are in arrears with their payments.

## **5. GOOD NEIGHBOURLINESS**

- 5.1 Members may not conduct a business or practice a trade on or from any Unit in the Estate without prior written approval from the Directors.
- 5.2 Residents must supervise and control their children and their visitors' children in order to avoid damage to the Common Property, unoccupied Units and Units under development and shall not cause inconvenience to other residents. In particular, children must not tamper with any objects in and around the Common Property. Members will at all times be held responsible for the actions of their children and their visitors' children.
- 5.3 The volume of sound in and arising from a vehicle, a Unit, tools, animals, alarms or from whatever sources, including the vehicle or Unit itself, radios, television sets, musical instruments, human voices, tools, animals or telephones should be kept at acceptable levels so as not to cause any disturbance or nuisance to other residents.
- 5.4 Excessive noise between the hours of 22h00 and 06h00 during weekdays and 24h00 and 07h00 over weekends will be considered a disturbance. It remains the owner's responsibility to discuss such disturbances with the resident concerned in a neighbourly fashion. Should the disturbance continue unabated, the resident should follow the normal procedures within urban area and report such disturbance to the South Africa Police Services. In such event the Board requests that the residents notifies the Board of such disturbances and
- 5.5 Should these continually happen with the said resident, the Board reserves the right to enforce fines for non-compliance to the Estate Rules.
- 5.6 Mechanical maintenance work, including the use of power tools, lawn mower and similar tools, is permissible, within the normal boundaries as well as taken your neighbours into consideration. Should there be excessive noise coming from a particular resident, it remains the residents responsibility to address this issue with the resident concerned. In such event the Board requests that the residents notifies the board of such disturbances and should these continually happen with the said resident, the Board reserves the right to enforce fines for non-compliance to the Estate Rules.
- 5.7 Washing lines must be suitably screened from neighbouring properties.
- 5.8 No rubbish may be dumped in the Common Property or on the pavements.

## **6. SECURITY**

- 6.1 Residents and other persons entering the Estate shall not interfere with the performance by security guards of their duties. They may under no circumstances be abused and Residents and such other persons shall treat the security guards courteously and co-operate to ensure the performance of their duties.

- 6.2 Security protocol at the main entrance shall be adhered to at all times and as may be notified to Residents and amended from time to time by the Directors.
- 6.3 It is recorded that the perimeter security and access control system serve as a deterrent and detection function and are not a guarantee to prevent a determined attempt at intrusion into the Property.
- 6.4 Refer to the Security and Access Control Rules for detailed regulations on the security and access control.

## **7. MAINTENANCE OF PROPERTY AND STREETScape**

- 7.1 An owner must maintain the external appearance of his or her Property, including the buildings, outbuildings, boundary and/or retaining walls or fences and any other improvements on their Property forming part of the streetscape, to the satisfaction of The Board.
- 7.2 An owner must at all times maintain his or her undeveloped Property in a neat condition and cleared of growth, rubble, refuse and litter.
- 7.3 Domestic and garden refuse bags may not be placed on the pavement except on official collection days. Two standard sized refuse bags will be collected from each Unit on Mondays to Fridays.
- 7.4 All domestic and garden refuse shall be placed in plastic bags, sealed and placed on the pavement outside the Unit on the morning of collection day.
- 7.5 The HOA has the right to effect repairs at the cost of the owner should it be considered necessary if the owner neglects to respond to a written request by the Board to do so.
- 7.6 An owner must maintain his or her garden and the sidewalk between the curb and the boundary of his or her Property.
- 7.7 Owners are required to keep the area surrounding the electric fencing clear of and on their Property free of any obstruction within a one meter radius of the electric fencing.
- 7.8 No trees or plants may be removed, cut or damaged on the Common Property and parks.
- 7.9 Owners shall at all times ensure that any object which could, in the opinion of the Board, be considered unsightly or to the detriment of the appearance of the Estate, shall not be visible from the street, from common areas or from other properties. Objects which should be screened from view include washing lines, caravans, wendy houses, swimming pool pumps, TV aerials, satellite dishes, refuse and garden refuse.
- 7.10 The owner or occupier of a Unit shall not place or do anything on any part of that Unit, including balconies, patios and gardens which, in the discretion of the Board is aesthetically displeasing or undesirable when viewed from the outside of the Unit.
- 7.11 The occupants of a Unit shall ensure that all windows and entrances in view of other residents and passers-by shall be adequately and appropriately covered to ensure and protect the privacy of all concerned.
- 7.12 No auctions or jumble sales may be held on the Common Property.

## **8. ENVIRONMENTAL MANAGEMENT**

- 8.1 Building material and garden refuse may under no circumstances be dumped on the Common Property, undeveloped stands or the pavements inside or outside on the Estate.
- 8.2 Littering on the Common Property is prohibited.
- 8.3 Residents should ensure that declared noxious flora are not allowed to grow in their gardens.
- 8.4 Residents' use of the Common Property areas are entirely at their own risk at all times. The Estate will entertain no claims for damages of whatever nature or arising from whatever cause.
- 8.5 No fireworks or any similar types of explosives are allowed to be discharged within the Estate.
- 8.6 The parks will be closed between the hours of 21h00 to 05h00 except for the purpose of persons who want to make use of walking and/or running on the paved areas.

## **9. USE OF THE STREETS**

- 9.1 The streets of the Estate are for the use of all residents, whether it be on foot, bicycle or motor vehicle. The streets are private roads and not public roads. The Estate may enforce its own Rules and determine fines with regard to street safety and the safety of all street users.
- 9.2 In order to achieve a pleasant environment which is as safe as possible for children and other pedestrians, owners shall drive vehicles on the road and driveway areas with the utmost care at all times.
- 9.3 The speed limit within the Estate is 30km per hour.
- 9.4 All road traffic signs must be adhere to.
- 9.5 Only licensed drivers may operate and drive motor vehicles on the streets of the Estate.
- 9.6 Quads and motorcycles may not be used for recreational purposes on the streets of the Estate in such a way as to be a nuisance and / or disturbance to other residents.
- 9.7 Pedestrians shall have right of way of all places at all times and vehicles shall be brought to halt whenever it is necessary for same to enjoy such right of way.
- 9.8 The use of any vehicle causing excessive noise within the Estate is prohibited.
- 9.9 Residents shall ensure that their vehicles (and those of their visitors) are parked in such a way so as not to obstruct the normal flow of traffic, Common Property or obstruct access to other residents' properties. Parking on the grass and/or parks should be avoided.
- 9.10 The Directors may authorise the removal of any vehicle found on the Common Property, undeveloped stands or unoccupied Units that has not been removed for a total period of 7 (seven) days or vehicles causing and obstruction as aforementioned. The costs of which shall be for the owner's account.

- 9.11 Non-roadworthy vehicles that are not in general use may not be parked on the Common Property, unless prior written approval is obtain from the Board.
- 9.12 Overnight parking of construction vehicles and/or earthmoving equipment within the Estate is prohibited.
- 9.13 Should any damage of whatsoever nature be caused to the Common Property by an owner or occupier, his family, his tenant, his visitor or his pets or those of his family, his tenants, or his visitors, the owner or occupier shall be liable to reimburse the association for the cost of repairing such damage.

## **10. AESTHETICS AND BUILDING REGULATIONS**

- 10.1 All new buildings to be erected, alterations or additions to be made have to be approved by the Board of Directors.
- 10.2 The Directors shall be entitled not to approve any plans for any house, which in their sole opinion would detract from the aesthetic appearance of, or reduce the value of their houses in the estate.
- 10.3 The Directors shall not be required to give reasons for rejecting such a plan, nor shall the Homeowners Association incur any liability to any person in doing so.
- 10.4 In order to achieve a harmonious and aesthetically pleasing environment certain architectural guidelines have been defined.
- 10.5 The objective is to achieve an interesting range of mutually compatible house designs within the flexibility afforded by the approved architectural styles whilst avoiding the monotonous uniformity experienced in many housing schemes.
- 10.6 An aesthetic committee shall be appointed, which committee shall be made up of;
  - 10.6.1 The member of the Board dealing with aesthetics;
  - 10.6.2 A qualified architect / consultant
  - 10.6.3 Any other interested party nominated by the members of the Homeowners association
- 10.7 The main objective of this committee shall be to study the building plans of the members of the Homeowners association, and make a decision as to the acceptability of such building plans, with particular reference to the aesthetic qualities of the building to be erected.
- 10.8 Refer to the Architectural Guidelines and Rules, for detailed guidelines and approval process to be followed.

## **11. GENERATORS**

### **11.1 Installation of Portable Generators**

The installation of portable generators are allowed, but under no circumstances may the contractor responsible for the installation open the main supply box on the pavement from where the supply are

sourced. Should it be required to open the supply box the permission must be obtained from the Estate Manager who will then arrange for it to be made accessible.

The installation of all portable generators shall be carried out by a fully qualified electrician and in accordance with the Electrical Contractors Association of South Africa (ECASA) document "GUIDELINES FOR THE SAFE USE OF PORTABLE GENERATORS ON UTILITIES' NETWORKS". The electrician is required to supply the building owner and/or contractor with a certificate confirming that the installation is safe and complies in all respects with the ECASA document referred to above. A copy of the electrician's certificate is to be deposited with the HOA Manager by the building owner and/or contractor within 5 working days of such installation.

#### 11.2 Portable Generators – Existing Installations

The requirements of this rule are retrospective and shall apply to all existing installations. Building owners and/or contractors must have such installations inspected by a qualified electrician, remedial work carried out if required and certified by a qualified electrician. The HOA is to be supplied with a copy of the electrician's certificate within 14 working days after the publication of these rules which will form part of the current rules of the HOA.

#### 11.3 Portable Generators – Noise Emissions

All portable generators in both new and existing installations shall have a maximum noise emission measured at a point 3 meters away from the generator in accordance with SANS 10103, Table 2 – Acceptable rating levels for noise in districts. A copy of this document can be made available at the Estate Office. Noise level as rated by the World Health Organisation shall be no greater than 55 – 60 dBA (decibels).

#### 11.4 Portable Generators – Maximum Specifications

Exhausts must be fitted with filters/scrubbers with exhaust temperature standards not exceeding 545°C and exhaust gas flow 176L/s (373cfm). Coolant system maximum fan power 2kW. Emission levels maximum PM60mg/Nm<sup>3</sup>, CO 190mg/Nm<sup>3</sup>, HC 150mg/Nm<sup>3</sup>.

### 12. PETS

- 12.1 The local authority by-laws, as may be amended from time to time relating to pets will be strictly enforced. Where a conflict exists between the provisions of such by-laws and these Rules, these Rules shall take precedence.
- 12.2 Residents may not keep more than two dogs and / or cats on their Property without the written approval of the Directors.
- 12.3 No poultry, pigeons, aviaries, wild animals or livestock may be kept on the Estate.
- 12.4 Residents shall ensure that their pets do not cause any nuisance or disturbance of the peace or roam the Common Property unless leashed and properly controlled when on the Common Property.
- 12.5 Should any excrement be deposited on the Common Property, the immediate removal thereof shall be the sole responsibility of the pet owner.
- 12.6 Every pet must wear a collar with a tag indicating contact details of its owner. Stray pets without tags will be captured and handed over to the relevant authorities.

- 12.7 Pets must be neutered, spayed or similar and must be regularly inoculated.
- 12.8 The Directors reserve the right to request an owner to remove his pet should it be a nuisance within the Estate.

### **13. DISTRIBUTION AND DISPLAY OF MARKETING MATERIAL**

- 13.1 The distribution of publications, leaflets, brochures or any other marketing material is prohibited in the Estate without the written consent of the Directors.
- 13.2 Residents shall not place any sign, billboard or advertisement of any kind whatsoever on any part of the Common Property or a Unit, so as to be visible from the outside of the Unit, without the written consent of the Board of Directors.
- 13.3 Estate agent's signage must be in accordance with the regulations determined by the Board of Directors. All "on show" signs must be removed by 17:00 on the show day.

### **14. RESIDENTS, TENANTS, VISITORS, CONTRACTORS AND EMPLOYEES**

- 14.1 Should an owner let his Property, he or she shall be responsible for notifying the Estate in writing, in advance of occupation, of the name of the tenant and the period of such lease.
- 14.2 The occupants of any Unit within the Estate are liable for the conduct of their visitors, contractors and employees, and must ensure that such parties adhere to the Rules.
- 14.3 The Directors reserve the right to request an owner to remove his tenants, visitors, contractors and/or employees should they continuously breach the Rules of the Estate.
- 14.4 Staff employed by the Estate may only be employed to do work for residents for their own account outside of their designated working hours. Such staff are not obliged to perform extra work for residents.

### **15. LETTING AND SELLING**

- 15.1 No Member shall let or otherwise part with occupation of his Unit, whether temporarily or otherwise, unless:
- 15.1.1 He has concluded an agreement, for the benefit of the Association with the proposed occupier of the Unit, which agreement stipulates that such occupier undertakes to adhere to the Rules of the Estate and undertakes to ensure that his family, visitors and employees adhere to such Rules; and
- 15.1.2 He has provided the occupier with a copy of the Rules.
- 15.2 Should a Member wish to sell his Unit through an Estate Agent, he shall be obliged to provide such Agent with a copy of the Rules, who in turn shall be obliged to provide a copy thereof to the purchaser, failing which the Member shall provide a copy to the purchaser.
- 15.3 No Member shall be entitled to transfer ownership of or any interest in his Unit without a clearance certificate issued by the Estate, which certifies that:

15.3.1 The Member is not indebted to the Homeowners Association in any way in respect of contributions and charges or other amounts which the Homeowners Association may, in terms of these Rules or the Memorandum of Incorporation, be entitled to claim from him;

15.3.2 The written agreement of sale between the Member and the purchaser has been submitted to the Estate Manager.

15.4 The Member must ensure that the sale/lease agreement contains the following clauses:

15.4.1 "The purchaser acknowledges that he is required upon registration of the Property into his name, to become a member of the Homeowners Association and agrees to do so subject to the Memorandum of Incorporation.

15.4.2 The purchaser acknowledges that he has received a copy of the Memorandum of Incorporation and Rules of the Homeowners Association and, for the benefit of the Association, agrees to be bound by such Rules from the date of transfer until such time that he ceases to be an Owner."

## **16. GENERAL**

16.1 Any suggestions, complaints, violations of these Rules or any other cause for concern should be addressed in writing to the Estate Manager, who is obliged to bring same to the attention of the Directors within 7 (seven) days of receipt of same.

16.2 No failure or delay by the Directors to enforce any rule herein shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

16.3 If at any time any provision hereof is or becomes illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining provisions hereof shall not be affected or impaired thereby.

## **17. DISPUTE RESOLUTION PROCEDURES**

17.1 Levies and all other amounts owed to the HOA by Members shall be recovered by the HOA by action in any Court (including any Magistrate's Court) of competent jurisdiction from the Member concerned.

17.2 The non- payment or withholding of levies and other amounts due to the HOA shall not *per se* constitute a dispute. A dispute shall only arise if the procedure, provided for in rule 16.3 has been complied with by either party to the dispute.

17.3 A dispute shall only arise if:

17.3.1 The aggrieved party has notified the other affected party or parties in writing of the dispute by delivering copies of the notification to declare a dispute on them; and

17.3.2 The dispute has not been informally resolved within 14 days of such notice.

17.4 Once the parties have been unable to informally resolve the dispute, within 14 days from the notice referred to in 16.3.1 above, either party shall be entitled to demand Arbitration, except in the case of non- payment

of levies and other amounts due to the HOA. These disputes will not be referred to arbitration, but will be recovered by action in Court as set out in par 16.1.

- 17.5 Any other dispute between the HOA and a Member or between Members arising out of or in connection with or related to the Memorandum or these Rules, except where an interdict or any form of urgent or other relief may be required or obtained from a Court having jurisdiction, shall be determined by Arbitration.
- 17.6 A party shall only be entitled to rely on this clause and may only require a matter to be referred to Arbitration if it has complied with rule 16.3 above.
- 17.7 The provisions of the Arbitration Act, 1965 (Act 42 of 1965), shall, in so far as those provisions can be applied, apply *mutatis mutandis* with reference to Arbitration proceedings under these rules.
- 17.8 The Arbitration shall be held in Johannesburg or Krugersdorp.
- 17.9 Having regard to the nature and complexity of the dispute or complaint and to the costs which may be involved in the adjudication thereof, the parties may appoint an arbitrator who shall be an independent and suitable experienced and qualified person as may be agreed upon between the parties to the dispute.
- 17.10 If the parties cannot agree as to the arbitrator to be appointed in terms of 1.8 within 7 days after the arbitration has been demanded, either party to the dispute may approach the president of the Law Society of the Northern Provinces to appoint a suitable Arbitrator, whose decision shall be final and binding on the parties.
- 17.11 The Arbitration shall be held informally or otherwise as the parties may agree and failing agreement, the Standard Rules for conduct of Arbitrations (The Association of Arbitrators (South Africa)) shall apply, save where these rules specifically provide to the contrary.
- 17.12 The Arbitrator shall have the right to demand that the party demanding the arbitration furnish the Arbitrator with security for payment of the costs of the Arbitration in such amount and form as the Arbitrator may determine, failing which the Arbitration shall not be proceeded with. Where possible, the Arbitration shall be concluded within 60 days after the matter has been referred to Arbitration.
- 17.13 The Arbitrator shall make his or her award, where possible within 14 days from the date of the completion of the Arbitration and shall, in making his or her award, have regard to the principles laid down in terms of the Act, the Memorandum and these Rules.
- 17.14 The Arbitrator must determine that the costs of the arbitration be paid by any one of the disputing parties or any of them jointly or in such shares as he or she may determine, and as he or she, in his or her discretion, may deem appropriate having regard to the outcome of the Arbitration, which costs shall be on the attorney and client scale.
- 17.15 The decision of the Arbitrator shall be final and binding, and there shall be no right of appeal in respect thereof, and may be made an order of the High Court upon application by any party to or affected by the arbitration, subject to the right of either party to review or appeal the decision on lawful grounds including but not limited to an error in law.

