



Ebotse Golf & Country Estate HOA: Private Security Policy

1. Introduction

Recognizing that in exceptional circumstances residents may, and for short periods of time, require private security, which will be additional security to that offered by the Ebotse Home Owners Association (“EHOA”), the Board of Directors (“BOD”) of the EHOA have adopted the provisions of this policy, which take effect from 08 February 2022.

2. Definitions

- 2.1** “**EHOA**” shall mean the Ebotse Home Owners Association;
- 2.2** “**Estate**” shall mean the Ebotse Golf and Country Estate, and shall include all areas within the boundaries of the Estate.
- 2.3** “**PSC**” shall mean the private security committee appointed by the **EHOA**, consisting of
- (i)** the Chairman of the Board of Directors of Ebotse;
 - (ii)** the CEO of Ebotse;
 - (iii)** the Security Director of Ebotse;
 - (iv)** the Legal Director of Ebotse.
- 2.4** “**Private Security**” shall mean a private security company and / or security personnel other than those appointed by the EHOA, who are tasked with providing a resident / residents with personal protection services anywhere in the estate.
- 2.5** “**Resident**” shall mean any person who ordinarily resides on the Estate, whether as an owner, lessee, employee of an owner or lessee, or in any other capacity.

2.6 “SP” shall mean Security Personnel that form part of the Private Security.

3. **Application for private security**

3.1 No resident may utilize the services of **private security** without first obtaining the consent of the **EHOA** to do so.

3.2 Any **resident** who requires **private security** shall apply to the **EHOA** for permission to utilize the services of the **private security**.

3.3 Any application for **private security** shall be submitted in writing to the **PSC**, and shall be hand-delivered to the security office at the main entrance to the Estate, in Sarel Cilliers Street.

3.4 The application shall be completed in the form attached hereto as “**PSA 1**”, and contain all the information required in the form.

3.5 Upon submission of “**PSA 1**”, the **PSC** will urgently consider the application, and either approve or decline the application within 24 hours of receipt of the application. An Applicant shall be notified of the outcome of the application by e-mail, sent to the Applicant’s chosen e-mail address as provided in “**PSA 1**”.

3.6 Only applications that have been completed in all respects will be considered by the **PSC**.

3.7 The **PSC** may require such further and additional information, as the **PSC** in it’s sole discretion may deem necessary, from an Applicant, before making a final decision on the Application.

3.8 The **PSC** may approve an application subject to such conditions as it, in it’s sole discretion, deems necessary.

3.9 Without limiting the scope of such further conditions in any way, the **PSC** may *inter alia* impose conditions relating to:

(i) the number of security personnel permitted on the estate; and

- (ii) the clothing that may be worn by such personnel; and
- (iii) the movement of such personnel on the estate; and
- (iv) the type of fire-arms, and manner in which, such fire-arms may be carried by the **SP** whilst on the estate; and
- (v) the type of vehicles that may be used by the **private security** in the **estate**; and
- (vi) a requirement that the **private security** provide the **PSC** with a written incident report each day by no later than 16H00, setting out and describing their conduct and duties carried out, as well as any incidents relevant to the exercise of their duties.

3.10 Any approval by the **PSC** will be valid for a maximum period of 7 days at a time.

3.11 In the event that an Applicant were to require an extension of the period approved by the **PSC**, then the Applicant shall submit a further Application to the **PSC**, and do so at least 48 hours prior to the expiry of the existing approved period.

3.12 Any application for extension shall be completed in the form attached hereto as "**PSA 3**".

3.13 The provisions of this policy, as applicable to "**PSA 1**", shall equally apply to "**PSA 3**".

3.14 No extension will be approved unless the Applicant has complied in all respects with the conditions prescribed by the **PSC** during the initial period, and / or any subsequent period, approved by the **PSC**.

4. Emergency private security

4.1 Where emergency private security is required by a resident, such resident shall verbally apply for emergency private security, and shall do so by preferably

personally, alternatively via telephone, speaking to the **EHOA** security manager in charge of security operations on estate level.

- 4.2** The details of the **EHOA** security manager will be available at the main entrance to the estate, in Sarel Cilliers Street.
- 4.3** In making such application, a resident shall verbally provide the security manager with the information set out in "**PSA 4**".
- 4.4** Any consent granted by the security manager in this regard, shall only be valid for a maximum period of 48 hours, and shall further be subject to
 - (i) the condition that the resident apply for **private security** as per the provisions of "**PSA 1**", within 12 hours of the consent having been granted by the security officer; and
 - (ii) be subject to such further conditions as may be imposed by the security officer granting the consent.

5. Failure to comply with the provisions of this policy

- 5.1** A failure by a **resident** to comply with the provisions of this policy shall be a contravention of the **EHOA** rules.
- 5.2** Any **resident** making himself guilty of a contravention of this policy, shall be penalized in accordance with the provisions of annexure "**PSA 5**".
- 5.3** Where the **resident** is a tenant, the penalty imposed shall be submitted to both the resident and the owner of the property leased by the tenant, and shall be reflected on the owner's monthly Levy Statement.
- 5.4** Failure by a **resident** to comply with the provisions of this policy, or any conditions imposed by the **PSC**, shall entitle the **PSC** to immediately withdraw its consent.

5.5 Upon being notified of the withdrawal of the **PSC**'s consent to the presence of **private security** on the **estate**, a **resident** shall immediately take such steps as may be necessary to have the **private security** removed from the estate.

6. Expiry / cancellation of consent

Upon the expiry or cancellation of consent to the use of **private security** on the **estate**, the **private security** personnel shall not be permitted to enter the estate without first obtaining the written consent of the **PSC** to do so.

7. Confidentiality

7.1 Any information supplied by an Applicant to the **PSC**, in support of an application in terms of this policy, shall be dealt with in the strictest confidence by the **PSC**.

7.2 The **PSC** shall accordingly not be permitted to divulge information so received to any third parties without first obtaining the consent of the Applicant. The consent of the Applicant shall not be required, where the **PSC** is compelled to divulge the information to a third party, by operation of law. The **PSC** shall nevertheless, under these circumstances, inform the Applicant of any application served on it to compel it to divulge the confidential information.

7.3 Although the **PSC** will take all reasonable steps to protect the confidential information provided in any application, neither the Ebotse Golf and Country Estate nor the **EHOA** shall be liable for any damages allegedly suffered by an Applicant as a result of any of the confidential information coming to the attention of unauthorized third parties.

8. Legal costs

Insofar as it may be necessary for the **EHOA** to institute any action or application against a **resident**, to either enforce the provisions of this policy, to recover penalties imposed, or to recover any damages suffered by the **EHOA** as a result of the conduct of the **private security** or **SP**, the **resident** (or the owner of the property occupied by the **resident** as the case may be) shall be responsible for payment of the legal costs incurred by the **EHOA** in this regard on a scale as between attorney and own client.

“PSA 2”

CONSENT BY OWNER

1. I, the undersigned,

Full names:	
ID no:	
Contact details:	
E-mail:	
Cell phone:	
Address:	

hereby:

(a) confirm that I am the registered owner of the immovable property / authorized representative of the registered owner of the immovable property (delete which is not applicable) situated at _____

(Address in Ebotse); and

(b) consent to Mr / Mrs _____
(details of the applicant applying for the use of private security, hereinafter referred to as the “Applicant”), applying for the use of private security within the boundaries of the Ebotse Golf and Country Estate; and

(c) bind myself as surety and co-principal debtor together with the Applicant towards the Ebotse Golf and Country Estate and / or the Ebotse Home Owners Association, in respect of any penalties levied on the Applicant, and / or any damages suffered by the Ebotse Golf and Country Estate and / or the Ebotse Home Owners Association, by virtue of:

(i) the Applicant’s failure to comply with any of the provisions of the private security policy, and / or

(ii) the conduct of any of the private security personnel utilized by the Applicant.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20____.

AS WITNESSES:

1. _____

2. _____

APPLICANT

“PSA 3”

**APPLICATION FOR EXTENSION OF PERIOD INITIALLY GRANTED FOR USE OF
PRIVATE SECURITY**

1. Please provide full details of:
 - 1.1 the nature and extent of the continued threats; and
 - 1.2 whether or not you have received any further threats since your first / last application was made. If so, please provide full details of such threats; and
 - 1.3 whether or not you have been the subject of any attack or any other form of harassments since your first / last application was made. If so, please provide full details thereof.
 - 1.4 what steps you have taken to combat the threat posed, and in this regard specifically whether or not you have filed complaints with the SA police, or have filed any applications for a Protection Order and / or an Interdict.
 - 1.5 if you have taken any of the steps referred to in paragraph 1.4 above:
 - (i) please attach a copy of such complaint and / or application hereto; and
 - (ii) please describe what progress has been made in the steps you have taken.
 - 1.6 for what further period do you anticipate you will require the services of private security?
2. The details referred to above, must be provided in writing, and be dealt with under each of the headings referred to in paragraph 1 above.

“PSA 4”

**INFORMATION TO BE VERBALLY PROVIDED TO SECURITY OFFICER IN
RESPECT OF THE NEED FOR “EMERGENCY PRIVATE SECURITY”**

1. An Applicant may verbally apply to a security officer for consent to emergency private security under circumstances where an Applicant is in clear and present life threatening danger.

2. In addition to any other reasonable information the security officer may require, an Applicant shall provide the security officer with the following information:
 - 2.1 A full description of the life threatening danger to the Applicant; and

 - 2.2 The full names and identity numbers of the security personnel to be used; and

 - 2.3 A description of, and registration number of, any vehicle that will be used by the security personnel.

**“PSA 5”
PENALTIES**

The following penalties will be imposed in respect of the contraventions referred to hereunder.

No	Description	Amount
1.	Utilizing the services of private security without the consent obtained of PSC:	10 000.00 per day
2.	Contravening any of this provisions of this private security policy:	5 000.00 per contravention
3.	Contravening any of the conditions imposed by the PSC, subject to which the consent of the PSC to the use of private security was granted:	3 000.00 per contravention



“PSA 1”

APPLICATION FOR TEMPORARY PRESENCE OF PRIVATE SECURITY PERSONNEL

1. Applicant

1.1	Full names:	
1.2	Id No:	
1.3	Address:	
1.4	Contact No:	
1.5	E-mail Address:	

2. Capacity in which application is made:

Owner	<input type="checkbox"/>	Tenant	<input type="checkbox"/>
Other	<input type="checkbox"/>	Please specify	<input type="text"/>

3. If applicant is not owner of the residence, please provide the owner’s full details:

3.1	Full names:	
3.2	Id No:	
3.3	Address:	
3.4	Contact No:	
3.5	E-mail Address:	



3.6 In addition to the above information, the owner’s consent to the Applicant’s Application must be provided in a form attached hereto as Annexure “PSA 2”

4. Please provide full reasons for your application with as much detail as possible, including (where available) details of the case no of any case opened with the SAPS, and the name and contact details of the Investigating Officer. This information is to be provided in a separate document (to be attached hereto as per Annexure “A”).

5. Details of Security:

5.1	Company Name:	
5.2	Registration No:	
5.3	Name of person in charge:	
5.4	Contact no:	
5.5	Full names and Id No of security personnel who will make up the security detail (These details, together with proof of PSIRA registration of the relevant security company and personnel, are to be provided under cover of a separate document to be annexed hereto – Annexure “B”)	

6. Nature of services to be rendered:

Please attach hereto as Annexure “C”, a full description of the nature of the security services that will be rendered, including details of the time periods in which, and location at which, such services will be rendered.

7. Duration of security services:

Please attach hereto as Annexure “D”, full details of how long the security services will be rendered, together with your motivation as to why you require the security services for the specified period of time.

SIGNED AT EBOTSE ON THIS THE _____ DAY OF _____.

APPLICANT