

**CONTRACTORS AGREEMENT**

Agreement for Qualification and Code of Conduct, for Contractors, Sub-Contractors and Owner Builders,  
within the GROOTLVLEI RESIDENTIAL SECURITY ESTATE.  
("The Estate")

Entered into by and between

**GROOTLVLEI RESIDENTIAL ESTATE HOME OWNERS' ASSOCIATION**

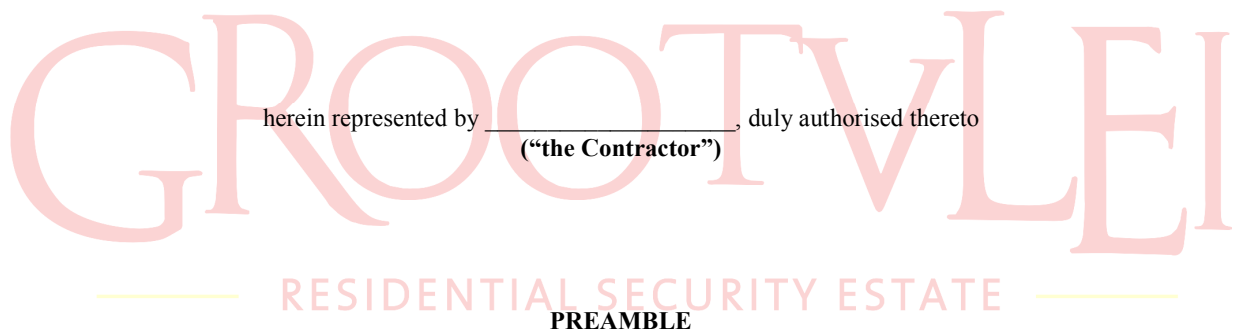
herein represented by \_\_\_\_\_, duly authorised thereto  
**("GREHOA")**  
and

\_\_\_\_\_

herein represented by \_\_\_\_\_, duly authorised thereto  
**("the Owner")**  
and

\_\_\_\_\_

herein represented by \_\_\_\_\_, duly authorised thereto  
**("the Contractor")**



The purpose of this agreement is to ensure integration between residential living and control over building activities within the Estate with minimal impact on the environment and or lifestyle of residents of the Estate. GREHOA reserves the right to make amendments and additions to this document from time to time.

**1. DEFINITIONS**

Headings to clauses are for convenience only and shall not be used in the interpretation of this agreement.

In this agreement, unless a contrary intention clearly appears:

1.1 One gender includes the other genders and natural persons include legal entities and vice versa.

1.2 The following terms shall have the following meanings unless clearly stated to the contrary herein:

1.2.1 "GREHOA" means GROOTLVLEI RESIDENTIAL ESTATE Home Owners' Association, including its duly authorised representatives.

- 1.2.2 **"the Owner"** means the registered owner(s) of the property to be built on, who shall be jointly and severally liable to GREHOA for all the obligations imposed in terms hereof on the Contractor, with renunciation of the legal exceptions of excussion and division, the implications whereof he declares himself fully aware of.
- 1.2.3 **"the Contractor"** means the person or entity who is described as such above and shall, where applicable, include but not be limited to, all its agents, employees, workmen, sub-contractors, tradesman, delivery people, invitees and visitors to the Site and the Contractor shall be liable for the conduct of the aforementioned while on the Estate on the Contractor's behalf/request/invitation/for his benefit.
- 1.2.4 **"Site"** means the area within the boundaries of Erf \_\_\_\_\_ on the Estate.
- 1.2.5 **"Public Time"** means between the hours of 06h00 to 18h00 on weekdays and 07h00 to 14h00 on Saturdays.
- 1.2.6 **"Private Time"** means between 18h00 to 06h00 on weekdays, 14h00 to 24h00 on Saturdays and the whole of Sundays and proclaimed public holidays.

## 2. QUALIFICATION OF CONTRACTORS

- 2.1 Unless otherwise determined in writing by the Association, only contractors who are registered and fully paid-up members of the NHBRC and who can furnish at least 3 (three) references or prior building contracts acceptable to the Association, will be allowed to build at or on the estate.
- 2.2 An owner builder who qualifies under 2.1 may be allowed to construct his own home and shall for the purposes of this Code of Conduct, be deemed to be a contractor herein.
- 2.3 Contractors shall at all times be responsible for their sub-contractors and employees whilst they are on the Estate.
- 2.4 It shall at all times be the responsibility of the owner to ensure and procure that his contractor abides by and complies with the rules and regulations set out in this Code of Conduct.

## 3. RULES AND REGULATIONS

The rules and regulations described below are intended to ensure that neither the quality of life for residents in the Estate, nor the appearance of the Estate, is unduly compromised and that the impact of the construction operations on the environment is minimised, yet allowing for efficient construction by Contractors.

When the Contractor is found to be in breach of the stated rules and regulations, a penalty will be levied. The extent of the penalty is detailed below the description of each rule and regulation.

### 3.1.1 PERSONNEL TRAINING

#### a. Description

The Contractor shall ensure that all its and its sub-contractors' employees/labourers - casual or otherwise - are fully and properly briefed, to the satisfaction of the GREHOA, on the Builders' code of conduct as appears from this agreement, failing which such employees/labourers shall not be allowed to work on the Estate until it has been done.

#### b. Breach

Employees/labourers who have not been briefed will not be allowed onto the Estate and Contractors will be fined R150.00 per transgression.

### 3.1.2 LIMITS OF BUILDING ACTIVITY

**a. Description**

All activities relating to the construction operations of any dwelling must be confined to the Site. This relates to the location of employees/labourers and the placing of storage bins, mobile toilets, equipment, building materials and the like.

**b. Breach**

Work by the Contractor shall be stopped until such time as the abovementioned has been moved to within the site.

The Contractor shall be fined R150.00 per transgression per day.

### 3.1.3 SITE PRESENTATION

**a. Description**

The Contractor shall keep the appearance of the Site neat and tidy at all times. Building rubble must be removed from the Site at intervals not exceeding one week, and litter must be removed from the Site on a daily basis. No litter may be sorted or mixed in amongst building rubble. The Contractor shall provide refuse drums/containers acceptable to GREHOA on the Site, for purposes of storing refuse until removed from Site by the Contractor.

**b. Breach**

Should the Contractor not comply with the removal of building rubble, the rubble will be removed by a contractor appointed by GREHOA and the costs thereof payable by the Contractor. The Contractor will be denied access to the Site until such costs have been paid in full.

Should wind blown litter be generated from the Site, the Contractor shall be fined R250.00 per day until all refuse has been removed from the Site and the surrounding area.

### 3.1.4 CLEANING OF VEHICLES/EQUIPMENT

**a. Description**

Washing of vehicles and or equipment will not be allowed on the Site or the Estate and must be carried out elsewhere, save for Readymix concrete delivery vehicles dealt with in clause 3.4.3 below.

**b. Breach**

The building Contractor will be fined R500.00 per offence.

### 3.1.5 FIRES

**a. Description**

No fires will be allowed on any part of the Estate, including the Site.

**b. Breach**

The building Contractor will be fined R1 000.00 per offence.

The building Contractor will, in addition, be held legally and financially liable for any damage, including consequential damage, caused by the breach of this provision.

### 3.1.6 ABLUTION FACILITIES

**a. Description**

All contractors will be required to provide screened ablution facilities for the workmen and subcontractors under his control. Only chemical toilets will be allowed with no temporary connections to the main drainage system.

**b. Breach**

The Contractor will be denied access to the Estate until such time as this regulation is complied with.

In addition the Contractor will be fined R500.00 per offence.

### 3.1.7 SPOIL OF EXCESS MATERIAL AND BUILDING RUBBLE

**a. Description**

The Contractor shall make adequate provision for removal of building rubble and excess material. No material or building rubble will be spoiled on the Estate.

**b. Breach**

The Estate may appoint a person to remove all such spoil for the Contractor's account. In addition to this the Contractor will be fined R1 000.00 per offence.

### 3.2 HOURS OF WORK AND MOVEMENT OF EMPLOYEES/LABOURERS

#### 3.2.1 WORK DURING PUBLIC TIME

**a. Description**

The Contractor may only be present on the Estate during Public Time and will not be allowed on the Estate during Private Times without the prior written permission of GREHOA, which permission shall be in the sole and absolute discretion of GREHOA. Special application for a Contractor to be present on Site during Private Times should be lodged in writing with GREHOA at least one week before the Private Time activity.

**b. Breach**

The Contractor may be escorted from the Estate by security during Private Times. In addition to this the Contractor will be fined R500.00 per transgression.

#### 3.2.2 PRIVATE WATCHMEN

**a. Description**

The development is located in a secure and controlled environment and therefore individual watchmen should not be required. Notwithstanding the fact that private watchmen are included in the definition of Contractor above, it is specifically recorded that no private watchmen will be allowed to remain on Site during Private Times, without the permission of GREHOA obtained by prior application as described in 3.2.1 above.

**b. Breach**

Contractors may be escorted from the Estate by security during Private Times. In addition the Contractor will be fined R500.00 per transgression.

#### 3.2.3 MOVEMENT OF EMPLOYEES/LABOURERS

**a. Description**

No employee/labourer of the Contractor shall be allowed anywhere on the Estate other than within the confines of the Site during Public Time, save where conveyed for the Contractor's business in/on a vehicle driven by the Contractor/someone authorised by the Contractor.

**b. Breach**

The Contractor will be fined R500.00 per transgression.

### 3.3 VEHICLE SIZES ALLOWED

**a. Description**

Only single unit delivery trucks up to 2 axles may enter into the estate and also up to a maximum weight of 30 tons. An internal speed limit of 25km/h must be adhered to at all times by any construction vehicle. No articulated trucks will be allowed to deliver any material on the site. In the unlikely instance where bigger trucks need to come onto site, arrangements must be made with the site engineer.

**b. Breach**

Vehicles larger than above will be denied access to the Estate but if, despite this, any of the Contractor's vehicles

or vehicles visiting the Site manages to gain access to the Estate in any way whatsoever, the Contractor shall be fined R1 000.00 per transgression.

### **3.4 DELIVERIES TO THE CONTRACTOR**

#### **3.4.1 GENERAL DELIVERIES**

**a. Description**

The Contractor shall at all times be liable for the actions of delivery people on the Estate in respect of deliveries to the Site. All deliveries will be limited to Public Time. The size of delivery vehicles will be limited as described in 3.3 above. Deliveries to the Site may only take place from the street frontage of the Site. Access across adjoining erven may only be gained after obtaining written permission from the owner of such erf, a copy of which the Contractor must lodge with GEHOA prior to the delivery/deliveries in question.

**b. Breach**

The Contractor shall be fined R500.00 per transgression.

#### **3.4.2 READYMIX DELIVERIES**

The delivery of Readymix is potentially the most damaging to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way.

**a. Description**

The Contractor shall ensure that drivers of Readymix delivery vehicles are specifically briefed on the way in which these deliveries must be handled.

The delivery and washing-off of Readymix delivery vehicles must take place within the confines of the Site and spillage and runoff must be contained within the Site. The Contractor shall indicate on the Site diagram where this will occur. Under no circumstances may concrete be spilt onto the road surface or landscape vegetation.

**b. Breach**

Drivers found contravening the rules will be escorted off the Estate. The Contractor shall be fined R500.00 per offence and shall in addition thereto be liable for any damage caused.

### **3.5 STORAGE SHEDS / HUTS**

**a. Description**

The Contractor will be allowed to erect green storage sheds / huts or containers, to a maximum height of 2,4m, within the boundaries of the Site. The position of such structures must be indicated on the Site diagram, which must be approved by the GREHOA in terms of item 3.8 (iii) below. Storage facilities must be clean on the outside and in good condition. No advertising, writing or signage is permitted on the outside of any such structure, without prior written approval by GREHOA.

**b. Breach**

The Contractor will be instructed to remove any structures that do not conform to this regulation and may not continue/commence with building activities until this regulation has been complied with. In additions the Contractor shall be fined R500.00 per offence per day until compliance.

### **3.6 SECURITY**

**a. Description**

The Contractor shall at all times comply with and adhere to the security rules, regulations and procedures imposed by GREHOA, a copy of which is attached hereto as **Annexure A**, which rules, regulations and procedures are subject to change.

**b. Breach**

Any person deemed to be the Contractor in terms of 1.2.3 above, who does not comply with this regulation shall be removed from/not allowed onto the Estate. In addition the Contractor will be fined R150.00 per transgression.

### 3.7 SPEED LIMIT

#### a. Description

For security and safety reasons, the speed limit on the Estate for the Contractor's vehicles is 25kph.

#### b. Breach

The Contractor shall be fined R500.00 per transgression. Continuous non-compliance will result in the Contractor, being expelled from the Estate.

### 3.8 BUILDING PLAN CONTROLS

#### a. Description

The Contractor shall ensure that a copy of the signed, approved building plan is available at all times on Site and open for inspection by GREHOA.

Any variations to the approved building plan must be submitted to the GREHOA for signed approval and may only be implemented once the variation has been so approved.

#### b. Breach

The Contractor will be denied access to the Site/Estate for any purpose other than to ensure that the above documentation is in place, until it has been put in place.

The Contractor will be required to remove any structures that do not conform to the approved plans.

### 3.9 ROADS AND ROAD VERGES

The GREHOA is responsible for the maintenance of the street cobblestone paving as well as the streetlights. A 'Road Levy' of R1000,00 will be charged on commencement of building operations. This once-off levy will be used for repairs of the road areas once all construction activity has been completed

#### a. Description

In order to minimise damage and ensure longevity of the road surface, the Contractor shall ensure that the road adjoining the Site is at all times cleanly swept and that the kerbs and sidewalks in front of the Site are adequately protected from damage by its building operations. Building material shall be stored on the building stand, unless prior special permission has been obtained from the GREHOA by application as set out in 3.2.1 \ above, to neatly store some material on the road verge directly in front of the Site.

#### b. Breach

The Contractor shall be fined R150.00 per day for unswept roads.

The Contractor shall be financially and legally liable for any damage to road surfaces, sidewalks and or kerbs caused through its building operations.

### 3.10 ADVERTISING

#### a. Description

No advertising or sub-contractors boards will be permitted. Only the approved contractor/professional board will be permitted.

#### b. Breach

Unauthorised/unapproved advertising material/builder's boards will be removed from the Site/Estate without notice. Any such material held by management will be discarded/destroyed after 2 (two) days.

The Contractor shall be fined R150.00 per offence.

### 3.11 CONTRACTOR'S DEPOSIT

The Contractor is required to lodge a deposit of R1 000-00 (one thousand rand) with GREHOA prior to commencing with any activities on site. The deposit, less any fines (of which the Contractor will be notified in writing) will be refunded on completion of all construction activities and removal of its builder's board from the Site.

### 3.12 PAYMENT OF FINES

**a. Description**

The Contractor shall be notified in writing of any contraventions and the amount of each fine. Should the value of the fines exceed the deposit, the Contractor shall be required to lodge a further R1 000-00 (one thousand rand) deposit.

**b. Breach**

In the event of the Contractor failing to pay any required deposit, it will be denied access onto the Estate.

### 3.13 BUILDING PERFORMANCE DEPOSIT

3.13.1 A building performance deposit of R6 000,00 (Six thousand Rand) must also be paid by the owner at the GREHOA offices, and it will be held in trust (interest free) in their trust account.

3.13.2 The deposit amount will be used in the event if there is a breach on non-performance to remove rubble or make good any damage caused by the contractor or his sub-contractors or suppliers, including curbing, landscaping, community services, roads irrigation etc. and for any outstanding spot fines. This is the responsibility of the owner and not the contractor.

3.13.3.1 The building performance deposit shall be released subject to the submission to the Aesthetic Committee of a Local Authority's Certificate of Completion and Occupancy

3.13.3.2 shall only be refunded within 14 days once all the above documents are correctly completed and submitted.

**The GREHOA reserve the right to prevent the occupation of any house if the above is not fully adhered with.**

**b. Breach**

In the event of the Home Owner failing to pay the required levy, the Contractor will be denied access to the Estate.

### 3.14 HEALTH AND SAFETY REGULATIONS

**a. Description**

The Contractor shall at all times comply with the Health and Safety Regulations as per the Occupational Health and Safety Act (1993) and sign a Health and Safety Indemnity form attached hereto as **Annexure B**.

**b. Breach**

In the event of the Contractor failing to comply with any of the Health and Safety Regulations, he shall be liable for fines and penalties determined by the Health and Safety Inspector.

### 3.15 GRIEVANCE PROCEDURE

The Contractor shall refer any dispute/grievance in respect of any transgression and/ or penalty in terms hereof, in writing to the Grievance Committee, within 7 (seven) days of the occurrence complained of.

The Grievance Committee shall consist of a practising lawyer and a building expert and their ruling shall be final and binding on the parties.

If no written objection to a fine or penalty is received by the GREHOA within 48 (forty eight) hours (Saturdays, Sundays and public holidays excluded) of the imposition of the fine or penalty, it shall not be subject to review by the Grievance Committee.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2009

**THE CONTRACTOR:**

\_\_\_\_\_  
Name of person who warrants that he/she is duly authorised

\_\_\_\_\_  
SIGNATURE

**THE OWNER**

\_\_\_\_\_  
Name of person who warrants that he/she is duly authorised

\_\_\_\_\_  
SIGNATURE

**GROOTVLEI RESIDENTIAL ESTATE HOME OWNERS ASSOCIATION**

\_\_\_\_\_  
Name of person who warrants that he/she is duly authorised

\_\_\_\_\_  
SIGNATURE



**Annexure A**

**SECURITY RULES, REGULATIONS AND PROCEDURES**

The Contractor shall register each one of his workforce and vehicles at the GREHOA office prior to commencing building or related operations.

The Contractor and each one of his workforce will be issued with scanning tags. No entry onto the Estate shall be allowed without a scanning tag.

The Contractor shall ensure that the delivery personnel at all times adhere to the security rules, regulations and procedures.

The Contractor shall notify GREHOA office of any changes in its workforce and shall ensure that the necessary tags and badges are issued in respect of the new workers before they will be allowed on Site.

Tags will be issued at a R 50.00 deposit each.



**Annexure B**

**HEALTH AND SAFETY INDEMNITY**

**To: GROOTVLEI RESIDENTIAL ESTATE HOME OWNERS ASSOCIATION  
("GREHOA")**

I/we, the undersigned \_\_\_\_\_  
("the Contractor")

Herein represented by \_\_\_\_\_  
who warrants that he is duly authorised to act herein on behalf of the **Contractor**

hereby agree and irrevocably undertake:

to keep you indemnified and hold you harmless against all or any loss, damage or costs, including but not limited to the costs of litigation should action be instituted against you, arising from any breach of and or non compliance with the Health and Safety Regulations applicable to construction and building work undertaken by me on the Estate.

I further irrevocably undertake to take out and maintain, for the period during which I shall be building on the Estate, insurance against the risks inherent in the construction and building work to be undertaken by me on the Estate, and to furnish the GREHOA with a copy of the insurance policy before commencing with any building activities, failing which I shall not be allowed to commence/continue any building activities until I have done so.

**SIGNED** at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 2009  
in the presence of the undersigned witnesses

Witnesses:

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

