



CONTRACTORS AGREEMENT

AGREEMENT FOR QUALIFICATION AND CODE OF CONDUCT FOR CONTRACTORS, SUB-CONTRACTORS AND OWNER CONTRACTORS WITHIN THE FERNKLOOF ESTATE ("THE ESTATE")

ENTERED INTO BY AND BETWEEN

The Fernkloof Master Property Owners Association
("MPOA")

AND

("THE OWNER(S)")

AND

("THE CONTRACTOR")

In respect of Erf no: _____

1. PREAMBLE

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. These terms and approved conditions have been developed in terms of the Environmental Management Plan ("EMP") for the Estate. The MPOA reserves the right to make amendments and additions to this document from time to time.

2. QUALIFICATION AND RESPONSIBILITIES OF CONTRACTORS

2.1 Only contractors who can furnish at least three references of prior building contracts will be allowed to build in the Estate.

2.2 An owner contractor who qualifies under 2.1 will be allowed to construct his own home.

2.3 Contractors are at all times responsible for their sub-contractors and employees while on the Estate. Any transgression of any rule by a subcontractor will be deemed to be a transgression by the contractor and reference to the term contractor includes a subcontractor as appropriate.

3. RULES AND REGULATIONS

The rules and regulations described below are intended to ensure that the quality of life for residents in the Estate is not unduly compromised and the impact to the environment is minimized by the construction operations yet allowing for efficient construction by contractors.

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

3.1 Environmental controls

The contractor acknowledges the importance of environmental sensitivity and agrees to conform to all environmental controls specified in this document and as revised from time to time. These controls form part of the EMP for the development and are required to be legally enforced.

Presently, these specifications include the following considerations.

3.1.1 Personnel Training

a. Description

All contractors and sub-contractor personnel will be required to be briefed on the Contractors Code of Conduct as set out in this agreement. The contractor must do these briefings before his personnel and/or those of subcontractors will be allowed to work on the Estate and will acknowledge in writing that such briefing has taken place. (see acknowledgment as set out in Annexure "A")

b. Breach

Personnel who have not been briefed will not be allowed onto the Estate.

3.1.2 Limits of building activity

a. Description

All activities relating to the construction operations of any dwelling must be confined to within the erf boundary where construction is taking place. This relates to location of personnel, placing of storage bins, etc. No building materials and or rubble will be allowed on any vacant erven. If by accident damage is done to vacant erven, it is the contractor's responsibility to restore and rehabilitate that property to its former state (planting included, if necessary).

b. Breach

(i) Work by the contractor will be stopped until such time as the contractor's building material and/or equipment has been moved to within the boundary of the building site.

(ii) The contractor can be fined R500,00 per transgression.

3.1.3 Site presentation

a. Description

The contractor will be expected to keep the appearance of the building site clean, neat and tidy at all times.

Building rubble must be removed by the contractor from the site at intervals not exceeding one week. Litter must be removed by the contractor from the site on a daily basis. No litter may be stored or mixed in amongst building rubble.

b. Breach

(i) Should a contractor not comply with the removal of building rubble, the rubble will be removed by an outside contractor and the costs thereof claimed from the contractor. The contractor will be denied access to the Estate until such costs have been paid in full.

(ii) Should refuse/litter or windblown refuse/litter be generated from the site, the contractor can be fined R250,00 per day until all litter/refuse has been removed from the stand and/or the surrounding area. Should the contractor still not adhere to this clause after two fines have been issued, an independent contractor will be employed to remove the refuse/litter, and the costs thereof claimed from the contractor. The contractor will be denied access to the Estate until such costs have been paid in full.

3.1.4 Noise levels

a. Description

Although certain excessive noise disturbances are unavoidable, contractors should at all times ensure that noise levels are kept to a minimum. Specific attention should be given to the following:

- (i) Generators can only be used in case of an emergency and the use must be approved by the Estate Manager in writing;
- (ii) All plastic material (e.g. damp proofing) should be properly secured at the end of working hours to prevent it from flapping in the wind; and
- (iii) Unnecessary shouting by employees.

b. Breach

The contractor can be fined R500 per offence.

3.1.5 Cleaning of vehicles/equipment

a. Description

Washing of vehicles and equipment will not be allowed on the Estate and must be carried out elsewhere.

b. Breach

The contractor can be fined R500.00 per offence.

3.1.6 Fires

a. Description

No fires will be allowed on any part of the estate including the building site.

b. Breach

(i) The contractor can be fined R1000.00 per offence.

(ii) The contractor shall in addition be held legally and financially responsible for any damage caused by the breach of this regulation.

3.1.7 Ablution facilities

a. Description

Contractors must make adequate provision for drinking water and temporary toilets situated on the building site for the use of their employees until such time as the water-borne sewer drainage is available. Toilets have to be properly

screened off and the door should be closed at all times. The door must be properly closed and secured at the end of the day to prevent it from being blown open by the wind.

b. Breach

(i) The contractor shall be denied access to the Estate until such time as this regulation is complied with.

(ii) In addition, the contractor can be fined R500.00 per offence.

3.1.8 Spoil/disposal of excess material and building rubble

a. Description

The contractor must make adequate provision for removal of building rubble and excess material. No material or building rubble will be spoiled/disposed of on the Estate.

b. Breach

The estate will appoint a person to remove all such spoil for the contractor's account. The contractor will be denied access to the Estate until such costs have been paid in full. In addition to this the contractor will pay R1 000.00 per offence.

3.1.9 Screening of building sites

a. Description

The contractor will be required to screen off the site with a 1,8m green shade-netting screen firmly attached with a minimum of 4 horizontal wire strands for vertical support and which vertical support must not be visible from the road. The screen must be kept in place and maintained for the entire building process and must be able to withstand the elements.

b. Breach

The contractor shall be denied access onto the Estate until such structures are properly in place.

3.1.10 Excavating for foundations – removal of soil

When excavating for foundations, all soil must be immediately removed from the property. Only the confirmed and measured amount sufficient for backfilling purposes and approved by the Estate Manager, may be stored on site. All such approved stockpiles shall be adequately covered at all times, until used.

b. Breach

(i) Should a contractor not comply with the removal of excess soil or covering of stockpiles at all times, the soil will be removed by an outside contractor and the costs thereof claimed from the contractor. The contractor will be denied access to the Estate until such costs have been paid in full.

(ii) Should the approved stockpile not be properly covered the contractor can be fined R500.00 per day that the stockpile is not covered.

3.2 Hours of Work

3.2.1 Public/Private time

a. Description

Contractors may only be present on the Estate during the following public time hours:

Normal Weekdays 07H00 to 17H00 - Estate to be vacated by 17h30.

Saturdays – No work permitted.

Sundays – No work permitted.

Public Holidays - No work permitted.

Contractors will be advised by letter in the beginning of December each year, when the contractors' holiday will start and end, during which period no contractor or subcontractors will be allowed in the Estate, unless it is an emergency. It is the responsibility of the Contractor to inform their subcontractors accordingly.

b. Breach

(i) Contractors may be escorted from the Estate by security during private times.

(ii) In addition, the contractor can be fined R500.00 per transgression.

3.2.2 Permission to work during private times

a. Description

Contractors are not allowed on the Estate on Saturdays, Sundays and proclaimed public holidays without the written permission of the relevant precinct POA as these days are considered to be private time.

Special applications for contractors to be present on site during private time should be lodged in writing with the relevant precinct POA at least one week prior to the private time activity.

b. Breach

(i) Contractors may be escorted from the Estate by security during private times.

(ii) In addition, the contractor can be fined R500.00 per transgression

3.3 Vehicle Sizes Allowed

a. Description

Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering the Estate.

(i) Only fixed axle design vehicles will be allowed.

(ii) Maximum length = 9.1m

(iii) Maximum width = 2.6m

(iv) Maximum gross mass = 20,000kg

(v) Maximum axle weight = 8,000kg

b. Breach

Vehicles larger than above will be denied access to the Estate.

3.4 Deliveries to Contractors

3.4.1 General deliveries

a. Description

Contractors will at all times be responsible for the delivery personnel. All delivery times will be limited to public times as defined under 3.2 above. Size of delivery vehicles will be limited as defined under 3.3 above.

Deliveries to the building site will take place only from the street frontage of the site.

Delivery vehicles should be parked in such a way that the normal flow of traffic in the street is not restricted and/or access to any other property is not affected. Where special circumstances (e.g. concrete delivery) necessitate restricted traffic flow and/or access, permission should be obtained from the Estate Manager and the affected homeowners to be informed in advance.

b. Breach

In addition, the contractor can be fined R500.00 per transgression. Transgression by delivery personnel will be deemed to be a transgression by the contractor.

3.4.2 Concrete deliveries

The delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way.

The following rules relate specifically to the concrete delivery vehicles.

a. Description

Drivers of concrete delivery vehicles must be briefed on this document.

b. Breach

(i) Drivers not briefed will not be allowed access onto the Estate.

(ii) Drivers found contravening the Estate rules and regulations shall be escorted off the estate and refused access to the Estate. The building contractor shall be liable for penalties incurred by a concrete delivery vehicle.

a. Description

The washing off of Ready-mix concrete delivery vehicles. Under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road, and cost of this repair, should this occur. The contractor will be denied access to the Estate until such costs have been paid in full.

b. Breach

In addition, the contractor can be fined R1000.00 per offence.

3.5 Storage Sheds/Huts

a. Description

The contractor shall be allowed to erect a subdued storage sheds/huts or containers within the boundaries of the building site and to a maximum height of 2,4m. The position of such structures must be indicated on the site diagram, which must be approved by the MPOA in terms of item 3.8.3.4 below. Storage facilities must be clean on the outside and in good condition. No advertising, writing or signage is permitted on the outside of the sheds/huts or containers.

b. Breach

The contractor shall 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.

3.6 Security

a. Description

- (i) The development is located in an access-controlled environment and therefore individual watchmen shall not be allowed into the Estate during private times.
- (ii) Personnel and subcontractors of the contractor shall at all times comply with and adhere to the security procedures imposed by the relevant precinct POA and/or the MPOA from time to time.

b. Breach

- (i) Any member of contractor's staff not adhering to this regulation shall be removed from site.
- (ii) In addition, the contractor can be fined R150.00 per transgression.

3.7 Speed Limit

a. Description

For security and safety reasons, the speed limit on the Estate for all vehicles is 20kph. The contractor is responsible for all his employees, subcontractors and delivery vehicles to ensure adherence to this rule.

b. Breach

The contractor can be fined an amount of R500.00 per transgression. Continuous non-compliance will result in the contractor being denied access to the estate.

3.8 Building Plan Controls

a. Description

(3.8.1) The building contractor must ensure that a copy of the signed and approved building plan must at all times be on site available for inspection by the MPOA's representative.

(3.8.2) Any variation(s) to the approved building plan, referred to in 3.8.1 must be submitted to the MPOA or authorized representatives of the MPOA and the local building council (Overstrand Municipality) for signed approval, by both the MPOA and the Overstrand Municipality and may only be implemented once the variation(s) has/have been so approved.

(3.8.3) Prior to commencing building the contractor must:

(3.8.3.1) set out the foundations for inspection and approval by the MPOA;

(3.8.3.2) confirm the height of buildings with the POA;

(3.8.3.3) set out and confirm the form of driveway with the MPOA and POA;

(3.8.3.4) provide a site drawing for approval indicating the position of storage shed(s); the position of topsoil and excavated soil/rock storage areas; the position of building material storage areas; and the position set aside for deliveries.

b. Breach

- (i) The contractor shall be denied access to the Estate until the above documentation is in place;
- (ii) As regards any variations referred to in clause 3.8.2, the contractor may continue to have access to the estate provided the proposed variation is not so significant as to materially alter the final design of the building. What constitutes a material variation will be determined by the estate manager, in conjunction with the MPOA approved architect and building trustee, in their sole discretion; and
- (iii) The contractor shall be required to remove any structures, remove or reposition any storage shed, building materials and excavated soil/rock that do not conform to approved plans.

3.9 Roads and Road Verges

a. Description

- (i) The Contractor must ensure that the road in front of the building site is at all times swept clean. This is to minimize damage and ensure longevity of the road surface;
- (ii) The Contractor must ensure that the curbs and sidewalks in front of the building site are adequately protected from damage due to building operations; and
- (iii) Building material must be stored on the building stand. Special permission may be obtained from the POA to neatly store some material on the road verge directly in front of the building site.

b. Breach

- (i) The contractor can be fined R150,00 per day for un-swept roads.
- (ii) The contractor shall be held financially and legally responsible for the damage to road surfaces and curbs caused by and due to building operations.

3.10 Advertising

a. Description

- (i) The contractor or his sub-contractors may not place any advertising material on the Estate.
- (ii) The contractor may place an approved contractor's board on the stand for the duration of the construction period. Contractor's boards must be removed no later than one month after the construction has been completed.

b. Breach

- (i) Advertising material shall be removed by the estate manager from the erf without notice;
- (ii) Any material held by the estate manager for more than 2 days will be discarded; and
- (iii) The contractor can be fined R150.00 per offence.

3.11 Contractor's and homeowner's building deposit

The contractor is required to lodge a deposit of R5 000.00, to be held in trust, with the MPOA prior to commencing with any activities on site. The deposit, less any unpaid fines (the total of which the contractor will be notified in writing) will be refunded on completion of all construction activities, vacation of the site and completion certificate issued by the MPOA together with a release form signed by the owner. The homeowner is to deposit R5 000.00 with the MPOA prior to commencing with any activities on site. This deposit shall be placed in trust and refunded upon completion of the building in accordance with all rules and guidelines and occupation certificate issued by the Overstrand Municipality.

Bank Details as follows:

First National Bank	- Hermanus
Branch Code	- 200412
Fernkloof Village Trust Account	- 6269 122 7964
Hillside Village Trust Account	- 6236 198 9456
Innesbrook Village Trust Account	- 6268 982 4673

Lakewood Village Trust Account - 6269 102 0144
Prestwick Village Trust Account - 6268 985 4927

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 R5000.00 deposit.

b. Breach

In the event of the contractor failing to pay any required deposit the contractor shall be denied access onto the estate.

3.13. Payment of fine – failure to complete dwelling timeously

Any member who fails to complete the dwelling as per the approved plans of such a dwelling, within 12 (twelve) months after payment of the building deposit, shall pay a penalty, to the Association, of R10 000.00 (ten thousand rand) for every month, or part thereof, that completion of the dwelling exceeds 12 (twelve) months. The trustees of each Precinct, in their sole discretion, may extend this period to accommodate extenuating circumstance which may have delayed the completion.

3.14 Payment of fine – failure to complete alterations/additions timeously

Any member who fails to complete the alteration/additions as per the approved plans of such a dwelling, within 10 (ten) months after payment of the building deposit, shall pay a penalty, to the Association, of R10 000.00 (ten thousand rand) for every month, or part thereof, that completion of the dwelling exceeds 10 (ten) months. The trustees of each Precinct, in their sole discretion, may extend this period to accommodate extenuating circumstance which may have delayed the completion.

Please take note that an independent architect will inspect the house to ensure that it complies with the building guidelines.

SIGNED AT HERMANUS

FERNKLOOF MASTER PROPERTY OWNERS ASSOCIATION:

SIGNATURE: _____

Date: _____

THE CONTRACTOR:

NAME OF PERSON WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO SIGN.

NAME: _____

SIGNATURE: _____

Date: _____

Contact No: _____

E-mail address: _____

THE OWNER:

NAME OF PERSON WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO SIGN.

NAME: _____

SIGNATURE: _____

Date: _____

Contact no: _____

E-mail address: _____



CONTRACTORS AGREEMENT ANNEXURE A

ERF NUMBER	
CONTRACTOR	

I herewith confirm that all personnel, subcontractors and their personnel have been briefed on the Rules and Code of Conduct contained in the Contractors Agreement.

NAME OF PERSON WHO WARRANTS THAT HE/SHE IS DULY AUTHORISED TO SIGN.

Name : _____

Signature : _____

Date : _____

Contact No : _____

E-mail address : _____