



## **CONTRACTORS AGREEMENT**

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

**ENTERED INTO BY AND BETWEEN**

**The Fernkloof Master Property Owners Association**  
**("MPOA")**

**AND**

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**("THE OWNER(S)")**

**AND**

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**("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 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 builder 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.

### **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 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 Builders Code of Conduct. The main contractor must do these briefings before his personnel will be allowed to work on the Estate.

###### **b. Breach**

Personnel who have not been briefed shall 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 builder'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 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 stored or mixed in amongst building rubble. Litter is to be disposed of via an appropriate method such as the use of a garbage/refuse drums/containers/black bags that are emptied regularly using the municipal garbage truck service that collects garbage on a Friday from the Estate.

b. Breach

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

(ii) Should wind blow litter be generated from the site, the contractor can be fined R250,00 per day until all refuse has been removed from the stand and 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 rubble and litter, as per clause 3.1.9 below.

### **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 acceptable levels. 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.
- (iii) Unnecessary shouting by employees.

b. Breach

The building 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 building 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 building contractor can be fined R1000.00 per offence.

(ii) The building 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 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 on the Estate.

b. Breach

The estate will appoint a person to remove all such spoil for the contractors account. 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 stock piles shall be adequately covered at all times, until used.

b. Breach

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

(ii) Should the approved stock pile not be properly covered the contractor can be fined R500.00 per day that the stock pile 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 builders' 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 building 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 building 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 home-owners to be informed in advance.

b. Breach

Penalties levied on the building contractor shall be the same as if the contractor's employees were guilty of the transgression.

### **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 should this occur.

b. Breach

The building contractor can be fined R1000.00 per offence.

### **3.5 Storage Sheds/Huts**

a. Description

The contractor shall be allowed to erect a subduded 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 (iii) below. Storage facilities must be clean on the outside and in good condition. No advertising, writing or signage is permitted on the outside on the container.

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 building contractor's staff not adhering to this regulation shall be removed from site.

(ii) In addition, the building 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 expelled from the site.

### **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 variations to the approved building plan must be submitted to the MPOA or their authorized representatives for signed approval and may only be implemented once the variation has 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 confirms the form of driveway with the MPOA and POA;

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

#### **b. Breach**

(i) The contractor shall be denied access to the Estate until the above documentation is in place.

(ii) The contractor shall be required to remove any structures 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 its 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 its building site are adequately protected from damage by the building operations.

(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 through its 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 builder's board on the stand for the duration of the construction period. Builder's boards must be removed no later than one month after the construction has been completed.

#### b. Breach

(i) Advertising material shall be removed from the erf without notice.

(ii) Any material held by management for more than 2 days will be discarded of.

(iii) The contractor can be fined R150.00 per offence.

### **3.11 Contractor's and home owners building deposit**

The contractor is required to lodge a deposit of R5 000.00 with the MPOA prior to commencing with any activities on site. The deposit, less any fines (for which the contractor will be notified in writing) will be refunded on completion of all construction activities and vacation of the site. The home owner 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
Voëlklip Administration CC t/a	
Fernkloof POA Trust Account	- 6212 347 1021
Hillside POA Trust Account	- 6236 198 9456
Innesbrook POA Trust Account	- 6212 353 3285
Lakewood POA Trust Account	- 6212 347 1526
Prestwick POA Trust Account	- 6211 309 6540

### **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 members 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. Each Precinct has the freedom to look at the circumstances why the building is not completed timeously and decide whether to fine the owner/contractor or not.

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: \_\_\_\_\_