

Longlands Country Estate Stellenbosch

Contractor Code of Conduct

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1. PREAMBLE

The Purpose of this Code of Conduct is to ensure integration between residential living and control over building activities within the Estate with minimal impact to the environment and the residents of Longlands Estate.

The Home Owners Association reserves the right to amend this Code of Conduct as deemed necessary from time to time in order to improve the quality and control of the Building activities on the Longlands Country Estate.

This Code of Conduct is valid until 30 June 2011.

2. PURPOSE OF THE RULES AND REGULATIONS

The rules and regulations in this Code of Conduct are intended to ensure that the quality of life for residents is not unduly compromised and that the impact on the environment is minimized by the building operations, while allowing for efficient construction by contractors. Breach of this Code of Conduct will result in fines being levied by the Longlands Home Owners Association against the offending or defaulting contractor.

3. APPOINTMENT OF CONTRACTOR

Unless otherwise determined in writing by the Longlands Home owners Association, only contractors who are registered and fully paid-up members of the NHBRC and who can furnish at least 2 (two) references or prior building contracts acceptable to the Association, will be allowed to build within the Estate. All prospective contractors must apply directly to the HOA for approval as contractor, after receiving an appointment from home owner.

An owner builder, who qualifies, as described above, may be allowed to construct his own home and shall be deemed to be a contractor herein.

Contractors shall at all times be responsible for their sub-contractors and employees whilst they are on the Estate. 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.

Contractor must provide proof of Contractors All Risk Insurance, Public Liability Insurance and must be in good standing with the Department of Labour and Department of Health.

4. FEES AND DEPOSITS

Certain fees and deposits are payable by contractors and owners in accordance with the Architectural Guidelines of Longlands Country Estate. It remains the joint responsibility of the contractor and owner to arrange for payment. The Association will issue invoices where applicable.

Below is a summary of the amounts payable and the bank details of the Association.

Bank details: Longlands Home Owners Association
 ABSA
 Stellenbosch
 632005
 4096155324
 Reference – Stand Number + type of Deposit eg “House #27 – Builders Deposit “

Fee or Deposit	Amount
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Builder's Deposit	Once off - R 20 000
Building Control Fee	R 1000 monthly
Builders/Professionals Board Fee	Once off – R 2500
Health and Safety Board	Once off – R 1500

5. BASIC RULES AND REGULATIONS

5.1 Limits of Building Activity

5.1.1 Description

All activities relating to the construction of a dwelling (or home) must be confined to within the boundary of the erf or erven where construction is taking place.

5.1.2 Breach

Work by the contractor will be stopped by the Association until such time as the contractor's equipment has been moved within the building site and a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

5.2 Site Presentation

5.2.1 Description

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

Building rubble must be removed from the site at regular intervals, not exceeding one week, and litter must be removed from site on a daily basis. No litter may be stored or mixed in amongst building rubble. No excavated material and building rubble shall be stored on the estate. Dust is to be kept to the minimum and water to be sprayed if necessary.

5.2.2 Breach

Should the contractor fail to remove building rubble within specific time frame, the rubble will be removed by an outside contractor. The cost thereof shall be reclaimed from the contractor. The contractor will be denied access to the estate until such costs have been paid in full and an additional fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

Should the contractor or any of the sub-contractors or workers, associated with a site, cause littering or allow litter to be blow from the site or breach this clause in any other manner, a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

5.3 Site staff and security

5.3.1 Description

Contractor's staff, other than guardsmen will only be allowed on the site during the prescribed hours of work and must access and exit the site daily via the security control at the main gate to the Estate.

All staff movement between the main gate and the site must be per vehicle and staff members /employees are not allowed to wander around the Estate.

All security procedures must be followed strictly and no variations will be allowed. The Association reserves the right to change the security procedures when and as it sees fit. Contractors will be informed in writing of any changes to the security procedures.

5.3.2 Breach

Should any security regulation be breached, a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

5.4 Cleaning of vehicles/equipment

5.4.1 Description

The washing of contractor's vehicles and equipment is not allowed on the Estate and must be carried out elsewhere.

5.4.2 Breach

Should the contractor or any of the sub-contractors or workers associated with a site breach this rule, a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

5.5 Fires

5.5.1 Description

No fires will be allowed on any part of Longlands Estate, including all the building sites. In particular, no fires are allowed for food preparation or for burning debris.

5.5.2 Breach

Should the contractor or any of the sub-contractors or workers associated with a site breach this rule, a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

5.6 Ablution Facilities

5.6.1 Description

Contractors will be required to make adequate provision for temporary chemical toilets situated on the building site for the use of their employees until such time as the waterborne sewer drainage is available, as well as suitable washing facilities for employees.

5.6.2 Breach

The contractor will be denied access to the Estate until such time as this regulation is complied with and a fine may be levied as specified in the Fines Table at the end of this Code of Conduct.

5.7 Screening of Building site

5.7.1 Description

The contractor must screen off the site with a 1,5m high black shade netting screen when there is no existing boundary wall or screening between the site under construction and the adjacent completed property or at any time the Association may decide so, at its own discretion.

5.7.2 Breach

Should this rule be breached, the contractor will be denied access onto the Estate until such structures are in place and a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

5.8 Hours of Work

5.8.1 Description

The contractor may only be present on the Estate between 07:30 and 18:00 on normal working days. No building operations are allowed on Saturdays, Sundays, public holidays or days determined by the Estate.

Special prior permission is required in writing from the Association if building activity is anticipated after hours, on Saturdays, Sundays or on public holidays. A written application should be lodged with the Association at least one week prior to the anticipated operations take place.

5.8.2 Breach

A contractor in breach of this rule will be escorted from the Estate by security and in addition a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

5.9 Watchmen

5.9.1 Description

The contractors will be allowed to place a maximum of 2 watchmen on site subject to all relevant local, provincial and national acts that govern such work being in place and proven; the contractor accepting responsibility for the conduct and actions of the watchmen at all times; and the contractor providing all ablution, accommodation and other facilities required by the watchmen.

5.9.2 Breach

If this rule is breached in any way, the watchmen will be removed from the Estate and in addition a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

5.10 Vehicle sizes allowed

5.10.1 Description

Unless otherwise agreed in writing by the Association, only vehicles not exceeding a length of 9,1m and not exceeding a width of 2,6m and not exceeding a gross mass 10,000kg will be allowed onto the Longlands Estate.

5.10.2 Breach

Vehicles in excess of these restrictions will not be allowed access to the Estate. Should contractors manage to avoid this and vehicles outside the restrictions enter the Estate, a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

5.11 General Deliveries to Contractors

5.11.1 Description

Contractors will at all times be responsible for their own and their suppliers' delivery employees.

All delivery times will be limited to the working hours defined in 5.8 above and delivery vehicles will be restricted as prescribed in 5.10 above.

Deliveries to the building site will only be allowed from the street frontage of the building site.

Should contractors want to use adjoining erven for storage of building material they may do so only after receiving written permission to do so from the owner of the adjacent erf. Such approval must be submitted to the HOA before the contractor may use the adjacent erf. Having an adjacent erf available

for storage will not entitle the contractor to any departures from other regulations and in particular not from obligation to remove excavated materials and rubble regularly.

5.11.2 Breach

Should any part of this rule be breached, the party undertaking the deliveries will be denied access to the Longlands Estate and in addition a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

Penalties levied on the contractor will be the same regardless of whether the contractor, the contractor's employees or the contractor's suppliers were guilty of the transgression.

5.12 Concrete deliveries

5.12.1 Description

As the delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation on the Estate, it is important that these deliveries are handled in a particular way.

The contractor shall ensure that the drivers of concrete delivery vehicles are briefed on the rules in this document and that they act within the restrictions specified herein.

The washing off of premixed concrete delivery vehicles must not take place within the Estate. Spillage and run-off containers must be available on site if latter occurs. Under no circumstances may concrete be spilled onto the road surface and the contractor will be held responsible for the repair to the road if this occurs.

5.12.2 Breach

Should any part of this rule be breached, the party undertaking the deliveries will be denied access to the Longlands Estate and in addition a fine will be levied as specified in the Fines Table at the end of this Code of Conduct. The building contractor will be liable for penalties incurred by concrete delivery vehicles.

5.13 Storage facilities

5.13.1 Description

The contractor will be allowed to erect storage sheds, containers and huts within the boundary of the building site to a maximum height of 2,4 m. The position of such structures must be indicated on a site diagram which must be approved by the Association. The contractor must store and secure all building material and take responsibility for such material.

No marketing material may be fixed onto the storage sheds, huts or containers, other than that provided by the Association.

All storage sheds, huts and containers must be green. The contractor will be instructed to remove any structures that do not conform to this regulation within 5 working days.

5.13.2 Breach

Should this rule be breached, a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

5.14 Speed Limit

5.14.1 Description

For security and safety reasons the speed limit on the Estate for all contractors' vehicles is 35 km/h. The contractor shall ensure that employees, subcontractors and delivery vehicles adhere to this rule and ensure general safe driving at all times.

Speed limits and safe driving will at all times be at the discretion of the Association.

5.14.2 Breach

Should this rule be breached, a fine will be levied as specified in the Fines Table at the end of this Code of Conduct. Continuous non compliance will result in contractor being expelled from the site.

5.15 Building Plans and Progress Controls

5.15.1 Description

The building contractor must ensure that a signed approved building plan is available at all times for inspection by the Association's representative. Any variations from the approved building plan must be submitted to the Association for signed approval and may only be implemented once the approved variation is available to the contractor.

Throughout the construction process, the contractor is responsible, on behalf of the owner, to ensure that the Progress Control steps as described in the Architectural Guidelines are adhered to. In summary, the following table will assist the contractor to execute the necessary steps:

Control Step	Document(s) & Action(s)	Approval required
Application	<ul style="list-style-type: none"> • Master Builders Association Registration • Contractor's All Risk Insurance • NHBRC Registration • Copy of NHBRC Enrolment Certificate 	Home Owner's Association Developer
Commencement	<ul style="list-style-type: none"> • Signing of Contractor's Code of Conduct • Payment of R 20 000 builder's deposit • First month's building levy of R 500 • Security information 	Home Owner's Association Developer
Building Form	Annexure D & G	Land Surveyor ARC Home Owner's Association
First Height (Wall Plate)	Annexure E, H, L & M	Land Surveyor Professional Engineer ARC Home Owner's Association
Second Height (Roof)	Annexure F, I, N & O	Land Surveyor Professional Engineer ARC Home Owner's Association
Final	All Annexure D to O & J	ARC
Compliance Certificate	<ul style="list-style-type: none"> • Annexure K • Municipal Occupation Certificate 	ARC Municipality

Procedure:

1. Home owners / Architect / Contractor must inform the HOA by email, and at least 72 hours in advance that a Control Point has been reached and that an inspection is required .

2. HOA will contact ARC to arrange the inspection and will, by email, confirm the date and the time of the inspection to Home owners / Architect / Contractor.
3. It is the responsibility of the Home owner / Architect / Contractor to ensure that all the other parties required for the inspection are present and that all documentation related to the inspection is available.

5.15.2 Breach

Should any of the above steps and documentation not be executed timeously, the contractor will be denied access to the Estate until the requirements are met and in addition a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

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

5.16 General controls

5.16.1 Description

The contractor shall attend at least one general or individual site meeting per month with the Association to discuss issues relating to work on the development. The Association will be responsible for setting up such meetings.

5.16.2 Breach

Should the contractor will not attend the site coordination meetings, a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

5.17 Roads and Road Verges

5.17.1 Description

Contractors must ensure that the road in front of their building site at all times kept clean. In order to minimize damage of the road surface the contractor must ensure that the kerbs and sidewalks in front of their building site are adequately protected from damage by the building operations.

The Owner and the Contractor shall be responsible for damage to kerbs and /or plants on the sidewalks and /or damage to Private or Estate Property.

No Concrete, dagha, cement or such may be stored, mixed or prepared on any of the roadways and sidewalks.

The only access to the building site is to be at the position of the planned driveway.

The contractor shall ensure that all building material is stored on the building site. Special permission may be obtained from the Association to neatly store some material on the road verge directly in front of the building site.

5.17.2 Breach

Should road and verges not be kept clean, a fine will be levied as specified in the Fines Table at the end of this Code of Conduct.

The contractor will be held financially and legally responsible for damage to road surfaces and kerbs caused through his building operations.

5.18 Signage and Advertising

5.18.1 Description

The contractor must ensure that no advertising boards are placed on the building site or anywhere else on the estate. The contractor may erect a builder's board on the stand for the duration of the construction period. The board will be supplied by the Association.

Builder's boards must be removed no later than one month after the construction has been completed.

5.18.2 Breach

Should the rule above be broken, a fine will be levied as specified in the Fines Table at the end of this Code of Conduct and the incorrect board will be removed.

5.19 Payment of Fines

5.19.1 Description

All monies owing to the Association must be paid no later than the Monday following the fine.

5.19.2 Breach

In the event of the contractor failing to pay a fine in time the contractor will be denied access onto the Estate.

6. INDEMNITY

The contractor hereby indemnifies the Developer, the Association and each of the owners of the respective properties comprising the Longlands Estate against all and/or any losses and claims which may arise out of the presence of the contractor in connection with the building activities on the Estate. This indemnity includes, but is not restricted to, damage to property and death or injury to any employee, agent, supplier or visitor of the contractor and regardless of where and how the claim originated.

7. BREACHES

Should any breaches of the Contractor Code of Conduct occur, the Association will, in writing, request the contractor to conform and inform the contractor of fines imposed.

The Association reserves the right to recover any fines or costs from the Builder's Deposit paid by the contractor, should the contractor fail to pay such cost and fines.

The contractor and the owner agree to accept the decisions of the Association as final and binding.

8. CERTIFICATE OF COMPLETION

The Association will only issue a Certificate of Completion if the following have been complied with:

- An Occupation Certificate has been issued by the Municipality.
- An NHBRC Certificate has been issued.
- All fines have been paid.
- All damages to the Estate have been repaired.
- All materials, stores, ablutions and other construction equipment have been removed from site.

9. FINES TABLE

Breach	Fine	Comment
Section 5.1	R 250 per transgression.	Limits of building activity.
Section 5.2	Cost plus R 1000 per transgression.	Failure to remove building rubble.
Section 5.2	R 250 per day until litter has been removed.	Littering.
Section 5.3	R 1000 per transgression.	Staff movement and security.
Section 5.4	R 500 per transgression.	Washing of vehicles and equipment.
Section 5.5	R 1000 per transgression.	Fires.
Section 5.6	R 500.	Ablution facilities.
Section 5.7	R 100 per transgression.	Site screening.
Section 5.8	R 500.	Operating outside working hours.
Section 5.9	R 1000 per transgression.	Watchmen.
Section 5.10	R 2000 per transgression.	Vehicle sizes.
Section 5.11	R 1000 per transgression.	General deliveries.
Section 5.12	R 1000 per transgression plus cost incurred.	Concrete deliveries.
Section 5.13	R 100 per day.	Storage facilities.
Section 5.14	R 500 per incident and possible expulsion.	Speed limit.
Section 5.15	R 1000 per incident.	Building plans and progress reports
Section 5.16	R 250 per incident.	General control.
Section 5.17	R 150 per day plus cost where applicable.	Roads and verges.
Section 5.18	R 150 per day.	Advertising boards.

Signed and accepted at _____ on this ____ day of _____, 20__.

Erf Number

Name of contractor

Signature of contractor

Name of owner

Signature of owner