

VINI FERA ESTATE

CONTRACTOR'S CODE OF CONDUCT ("CODE OF CONDUCT")

ERF NO. : _____ KLAPMUTS

THE OWNER : _____

THE CONTRACTOR : _____

THE ARCHITECT : _____

1. INTRODUCTION

- 1.1 In terms of the Constitution, the Developer during the Development Period and thereafter the Association has the power to approve Contractors in accordance with such criteria as the Developer during the Development Period and thereafter the Association may stipulate from time to time and to manage and enforce compliance with the Contractor's Code of Conduct.
- 1.2 This Code of Conduct sets out the rules as well as the Developer's / Association's requirements that are applicable to any Work intended to be carried out on the Estate.
- 1.3 The primary intention of the provisions hereunder is to ensure that all Work on the Estate, takes place in an efficient and controlled manner with the least disruption to the Farm Owner, Owners and Residents.
- 1.4 This Code of Conduct must be read in conjunction with the Constitution, the Architectural Guidelines, the Landscape Design Guidelines and the Governing Rules.

2. INTERPRETATION

- 2.1 The clause headings are for convenience and shall be disregarded in construing this Code of Conduct.
- 2.2 Unless the context clearly indicates a contrary intention:
 - 2.2.1 the singular shall include the plural and vice versa; and
 - 2.2.2 a reference to any one gender shall include the other genders; and
 - 2.2.3 a reference to natural persons includes legal persons and vice versa.
- 2.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.
- 2.4 When any number of days is prescribed in this Code of Conduct, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Business Day, in which event the last day shall be the next succeeding Business Day.
- 2.5 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.

- 2.6 If any provision of this Code of Conduct is in conflict or inconsistent with any law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.
- 2.7 If any provision or definition in this Code of Conduct is a substantive provision conferring rights or imposing obligations on any of the Parties then, notwithstanding that it is only in the definition clause of this Code of Conduct, effect shall be given to it as if it were a substantive provision in the body of this Code of Conduct.
- 2.8 Should a discrepancy exist between this Code of Conduct, the Constitution or the Governing Rules, then the Constitution or the Governing Rules, as the case may be, will take preference unless the context clearly indicates an intention to the contrary.

3. DEFINITIONS

- 3.1 The definitions as set out in the Constitution shall apply to this Code of Conduct as if specifically incorporated herein. In addition, the following words and expressions shall have the meanings hereby assigned to them:
- 3.1.1 **"Certificate of Completion"** means the certificate issued by the Scrutiny Architect to an Owner certifying that the Dwelling may be occupied, which certificate will only be issued once all the pre-requisites for the issuing of a Certificate of Completion have been complied with;
- 3.1.2 **"Code of Conduct"** means this Code of Conduct with the annexures, appendices or schedules hereto;
- 3.1.3 **"Contractor Staff"** means any employee, independent contractor, agent, consultant, subcontractor or other representative of The Contractor and **"Staff"** shall have a similar meaning;
- 3.1.4 **"Party"** means The Owner, The Contractor or the Developer / Association, as the case may be and **"Parties"** means The Owner, The Contractor and the Developer / Association;
- 3.1.5 **"Residential Areas"** means Phase 1(a) and (b) and Phase 3 of the Development and **"Residential Area"** means either Phase 1(a) and (b) or Phase 3;
- 3.1.6 **"The Architect"** means an Architect appointed by The Owner as his architect, whose particulars appear on the cover page and in clause

21 of this Code of Conduct, and includes his partners, directors or associates;

- 3.1.7 **“The Contractor”** means a Contractor appointed by The Owner as his building contractor, whose details appear on the cover page and in clause 21 of this Code of Conduct;
- 3.1.8 **“The Erf”** means certain immovable property being an erf which is situate in the Stellenbosch Municipality, Administrative District Paarl, Province of the Western Cape specified on the cover page of this Code of Conduct upon which The Owner proposes to construct Improvements utilising the services of The Contractor;
- 3.1.9 **“The Owner”** means the Owner in whose name The Erf is registered as per the Deeds Office;
- 3.1.10 **“Work”** means the construction and building work and/or maintenance procedures performed or to be performed by The Contractor for The Owner on The Erf.

4. APPROVAL

- 4.1 No Party shall be entitled to:
 - 4.1.1 erect any Improvements of any nature whatsoever on any Non-Residential Erf or Erf in the Estate; or
 - 4.1.2 make any changes to the external colour scheme of any Improvements,without first signing this Code of Conduct and obtaining the prior written approval of the Developer, during the Development Period and thereafter the Association.

5. STANDARD SPECIFICATIONS AND REGULATIONS

- 5.1 Where South African National Standards (**“SANS”**) specifications or a code of practice exists, it must be adhered to. The following acts, regulations and specifications, as updated or amended from time to time, shall take precedence unless stated otherwise:
 - 5.1.1 SANS 10400 - The Code of Practice for the Application of the National Building Regulations;
 - 5.1.2 SANS;

- 5.1.3 OHSA - Occupational Health and Safety Act No. 85 of 1993 and Regulations ("**OHSA**");
- 5.1.4 Environmental Conservation Act No. 73 of 1989, and Regulations;
- 5.1.5 National Environmental Management Act 107 of 1998;
- 5.1.6 NEMWA - National Environmental Management Waste Act 59 of 2008;
- 5.1.7 SANS 10111 - Engineering Drawings, Part 1 : General Principles;
- 5.1.8 Local Authority By-laws and Regulations.

6. HEALTH AND SAFETY

- 6.1 The Contractor shall comply with OHSA, and with the Construction Regulations 2014, and shall be in possession of an approved Health and Safety Plan in respect of The Erf.
- 6.2 All the Work to be attended to by The Contractor shall be managed in accordance with all the relevant regulations of OHSA and, for the purposes of complying with the Construction Regulations 2014, shall be deemed to be "*construction work*".
- 6.3 The Contractor shall be liable for all costs associated with health and safety.

7. THE OWNER'S GENERAL OBLIGATIONS AND RESPONSIBILITIES

- 7.1 The Owner shall not commence with any Work or cause any Work of whatsoever nature to be commenced on The Erf until such time as:
 - 7.1.1 a full set of building plans, which indicate both construction and design detail, have been considered and approved by the Scrutiny Architect and the Local Authority; and
 - 7.1.2 the prior written approval of the Developer during the Development Period and thereafter the Association has been obtained; and
 - 7.1.3 The Owner has paid the scrutiny fee to the Scrutiny Architect; and
 - 7.1.4 The Contractor has paid the damages deposit to the Association; and
 - 7.1.5 this Code of Conduct has been signed by all the Parties.
- 7.2 The Owner may not deviate from the approved building plans in any way or form without first being in possession of an amended building plan that has been approved by both the Scrutiny Architect and the Local Authority.
- 7.3 The Owner is not entitled to occupy any Dwelling prior to obtaining a Certificate of Completion from the Scrutiny Architect. A Certificate of Completion will only

be issued once the requirements set out in **Annexure "E"** have been complied with.

- 7.4 Any breach by The Contractor of his obligations under and in terms of this Code of Conduct remains a responsibility of The Owner and will be regarded as a breach by The Owner.
- 7.5 The Owner undertakes to co-operate fully with The Contractor and/or The Architect to ensure that the spirit and intent of this Code of Conduct is complied with.
- 7.6 The Owner acknowledges that whilst he has employed The Contractor to carry out the Work, he is ultimately responsible to ensure compliance with this Code of Conduct, the Constitution, the Architectural Guidelines, the Landscape Design Guidelines and the Governing Rules.

8. THE CONTRACTOR'S GENERAL OBLIGATIONS AND RESPONSIBILITIES

- 8.1 The Contractor must be registered with the NHBRC.
- 8.2 The Contractor shall acquaint himself with The Erf and the conditions on site.
- 8.3 The Contractor shall ensure that he, and all his Staff on site, are registered on the Estate's access control system and/or the access control system of the Residential Area in which the Work is to take place.
- 8.4 The Contractor acknowledges that he and/or his Staff on site may be requested, by the Developer during the Development Period, and thereafter the Association, to submit themselves to a South African Police Services criminal clearance procedure and that a refusal to so subject themselves or a failure to meet any criminal clearance standards will result in their access to the Estate and to any Residential Area being terminated.
- 8.5 No building material, fencing, filling, storage facilities or toilet may be placed on The Erf and no Work of any nature may be commenced on The Erf until such time as:
 - 8.5.1 The Owner has complied with his obligations in terms of clause 7.1; and
 - 8.5.2 the applicable pre-building activities set out in clause 9 have been complied with.
- 8.6 The Contractor undertakes throughout the performance of the Work that he will not deviate from any approved plans and that a copy of the approved plans and the working drawings will always be on site and easily accessible to all parties who are involved in the Work and the monitoring of all building activities.

9. PRE-BUILDING ACTIVITIES

9.1 Site Pegs

- 9.1.1 It is The Owner's responsibility to make sure that all pegs depicting the exact extent of The Erf are correctly placed, prior to any Work taking place on the building site, by engaging the services of a registered land surveyor in this regard.
- 9.1.2 The pegs are to remain in place until such time as the Scrutiny Architect has issued a Certificate of Completion.

9.2 Fencing

- 9.2.1 The Erf must be adequately fenced and secured to minimise the risk of loss or damage to the site and in order to prevent any access thereto by children, animals and/or any unauthorised persons.
- 9.2.2 No Work of any nature whatsoever may be commenced on the building site until such time as The Erf has been adequately fenced.
- 9.2.3 The Contractor shall fence The Erf with green builders' shade netting which has a height of 1.8 metres and a minimum density of 80% (eighty percent) with one entrance delivery gate that shall secure The Erf after hours.
- 9.2.4 Screen frames, being steel frames covered with regulation green netting, may be used.
- 9.2.5 The netting must be adequately secured to pole supports which shall be planted at a depth and at such a distance apart from one another so as to ensure that the netting remains straight, tight and square and does not lean or sag or look untidy even in adverse weather conditions.
- 9.2.6 All pole supports need to be installed inside and not outside the netting.
- 9.2.7 The netting is to remain in place for the duration of the Work and may only be removed (temporarily or permanently) with the written consent of the Scrutiny Architect.
- 9.2.8 The gate to the building site must be securely locked after hours by means of a chain and padlock. The gate must be covered with the same regulation green netting.

9.3 Water and Electricity Meters

- 9.3.1 Potable water for drinking and construction purposes will be available on The Erf.

- 9.3.2 The Contractor shall, prior to commencing with any Work, submit an application for a water meter to the Developer, substantially in the form of **Annexure "A"** hereto, together with proof of payment to the Association of a water consumption deposit in the amount of R15 000.00 (fifteen thousand Rand).
- 9.3.3 The Developer shall, upon final approval of The Owner's building plans, and following receipt of the application for a water meter and proof of payment of the water consumption deposit, supply and install a water meter to service The Erf.
- 9.3.4 The Contractor will be liable for the cost of all water consumed on or about The Erf from the moment that the water meter has been installed by the Developer until the Scrutiny Architect has issued a Certificate of Completion.
- 9.3.5 The cost of water consumed will, from time to time be debited against the water consumption deposit paid by The Contractor. The Contractor shall be obliged to reinstate the water consumption deposit to its original amount on demand being made therefor by the Association.
- 9.3.6 The Contractor shall, for the duration of the Work, ensure that the water meter servicing The Erf is protected, not tampered with or moved, accessible for readings and remains in a working condition.
- 9.3.7 An electrical supply connection will be available on The Erf and must be considered live at all times.
- 9.3.8 The Contractor shall, prior to commencing with any Work, submit an application for an electrical connection, substantially in the form of **Annexure "B"** hereto, to the Developer, together with proof of payment to the Developer of the sum of R2 000.00 (two thousand Rand), for the supply and installation of a temporary meter box in the distribution kiosk and proof of payment to the Association of the sum of R5 000.00 (five thousand Rand) as an electricity consumption deposit.
- 9.3.9 The Contractor shall be obliged to supply an approved temporary distribution board (for use on construction sites) which board is to be connected to the electrical supply connection by a certified electrician appointed by The Contractor.

- 9.3.10 The Developer shall, upon final approval of The Owner's building plans, and following receipt of the application for an electrical connection and proof of payment of the temporary meter box payment and the electricity consumption deposit, supply and install a temporary meter box in the distribution kiosk.
- 9.3.11 The Contractor will be liable for the cost of all electricity consumed from the moment that the temporary meter has been installed by the Developer until the Scrutiny Architect has issued a Certificate of Completion.
- 9.3.12 The cost of electricity consumed will, from time to time, be debited against the electricity consumption deposit paid by The Contractor. The Contractor shall be obliged to reinstate the electricity consumption deposit to its original amount on demand being made therefor by the Association.

9.4 **Site Information Board and Occupational Health and Safety Signage**

- 9.4.1 The Contractor shall ensure that a site information board and Occupational Health and Safety signage will be displayed at the entrance of the building site prior to any Work taking place and that such signage remains in place for the duration of the Work.
- 9.4.2 The site information board shall be of a size and in a format as determined by the Developer during the Development Period, and thereafter the Association and shall contain the Estate logo, The Erf number, The Owner's name and telephone number, The Contractor's name and telephone number and The Architect's name and telephone number.
- 9.4.3 All signage is to be manufactured from durable weatherproof material, displayed at the entrance of the building site and securely attached at standing eye level height.
- 9.4.4 Under no circumstances will any additional signage be permitted on The Erf.

9.5 **Ablution Facilities**

- 9.5.1 The Contractor shall, prior to the commencement of and throughout the duration of the Work, provide sufficient, suitable and properly operational portable toilet facilities on The Erf and shall ensure that such facilities are at all times maintained in a clean, hygienic and tidy condition.

- 9.5.2 Only chemical toilets may be used.
- 9.5.3 The Contractor shall ensure that all the sanitary requirements of his Staff are met and that there is a sufficient supply of toilet paper at all times.
- 9.5.4 All toilet facilities must be located inside the fencing securing The Erf.
- 9.5.5 The doors to the toilet facilities must remain closed whether the toilet facilities are in use or not.
- 9.5.6 The Contractor shall ensure that the toilets are emptied on a regular basis and that no spillage occurs during the emptying process.
- 9.5.7 No Staff may under any circumstances relieve himself in any area other than the toilets as provided by The Contractor.
- 9.5.8 Areas set aside for personal washing purposes must be properly screened. No personal washing may take place under running water. Only buckets may be used for personal washing purposes.

10. MONTHLY LEVY

- 10.1 The Contractor shall pay to and for the account of the Association a building levy in an amount of R800.00 (eight hundred Rand) per month plus VAT, which levy is payable monthly in advance, to cover the Association's costs of supervising and inspecting the Work undertaken on The Erf by The Contractor and related activities, relative to The Contractor's obligations in terms of this Code of Conduct.
- 10.2 The Association shall not be required to account to The Contractor or The Owner in regard to this levy.
- 10.3 The monthly levy obligation shall commence on the first day of the month following the month in which The Contractor commences the Work and shall end on the first day of the month following the month in which the Scrutiny Architect issues a Certificate of Completion.

11. DAMAGES DEPOSIT

- 11.1 The Contractor shall, before commencing any work of whatever nature on The Erf, pay to the Association a damages deposit in the amount of R50 000.00 (fifty thousand Rand). The said deposit shall be a security deposit for damages that may be caused by The Contractor or the Contractor Staff to the Common Property and/or the Communal Property and/or the Land or any improvements thereon. The deposit shall be retained by the Association in trust until

completion of the Work by The Contractor. Any interest earned on the damages deposit shall accrue for the benefit of the Association.

- 11.2 Any claim arising as contemplated in clause 11.1 shall not be limited to the amount of the damages deposit. The Association shall also be entitled to recover from The Contractor, and failing him The Owner, the amount by which the repair or reinstatement costs resulting from such damage exceeds the damages deposit.
- 11.3 The cost of any damages attributable to The Contractor shall, if so required at the election of the Association, be quantified by civil engineers appointed by the Association and the amount so determined shall be final and binding on The Contractor and The Owner.
- 11.4 if the Developer during the Development Period and thereafter the Association alleges that the conduct of The Contractor, whether by way of commission or omission, is the cause of any damage to the Common Property and/or the Communal Property and/or the Land or any improvements thereon, then The Contractor and consequently The Owner shall be deemed to be jointly and severally liable therefore unless they are able to prove to the contrary.
- 11.5 If The Contractor and/or The Owner fail to dispute any claim made in terms of the foregoing within 10 (ten) days of receiving notice thereof, they shall be liable for payment of the cost arising therefrom as determined by the civil engineer in terms of the foregoing.
- 11.6 In the event that a claim is disputed, the said dispute shall be referred to the Scrutiny Architect for resolution. The Scrutiny Architect shall act as an Expert and not an Arbitrator, and his decision shall be final and binding upon the Parties.
- 11.7 The Association is irrevocably authorised and empowered to appropriate the amount of any claim for which The Contractor is liable in terms of the foregoing, by way of a deduction against the said deposit whereafter The Contractor shall forthwith replace the amount so deducted so as to reinstate the deposit to its original amount.
- 11.8 The Contractor shall be entitled to repayment of the damages deposit, or the balance remaining, where applicable, once the Scrutiny Architect issues a Certificate of Completion, provided there is no claim pending against The Contractor in terms of the foregoing. Repayment shall be claimed by submitting an application substantially in the form of **Annexure "C"** hereto.
- 11.9 If a claim is made against The Contractor or The Owner pursuant to the provisions of this clause 11, the Association shall, in addition to the rights

aforementioned, be entitled to recover from The Contractor and/or The Owner payment of all costs of any nature whatsoever incurred by the Association in pursuing such claim, including but not being limited to fees paid to professionals and other service providers, as well as legal costs incurred on the scale as between attorney and client.

12. ARCHITECTURAL GUIDELINES

12.1 The Contractor undertakes that throughout the performance of the Work, he will not knowingly deviate from the provisions of the Architectural Guidelines or any further controls or instructions, which may be introduced by the Developer and/or the Association. Wherever the provisions of the Architectural Guidelines and/or this Code of Conduct are contradictory and/or in conflict with the building contract concluded or to be concluded between The Owner and The Contractor for Work, then the provisions of the Architectural Guidelines and/or this Code of Conduct (as the case may be) shall prevail.

13. WORKING HOURS AND DELIVERY TIMES

- 13.1 Contractor activity on the Estate and on any Residential Area within the Estate may only take place on Mondays to Fridays between 07:00 and 18:00.
- 13.2 Work on Saturdays may take place between 08:00 and 12:00 provided that prior consent from the Developer during the Development Period and thereafter the Association is obtained and then only for work that involves no noise or dust pollution.
- 13.3 No after-hours work will be allowed without the prior written approval of the Developer during the Development Period and thereafter the Association. Such approval must be obtained at least 48 (forty-eight) hours before the time that such overtime work is due to take place.
- 13.4 Deliveries of building materials to the Estate and to any Residential Area within the Estate may only take place on Mondays to Fridays between 08:30 and 16:00.
- 13.5 No deliveries of building materials may take place on Saturdays, Sundays or public holidays.
- 13.6 No Contractor activity may take place on Sundays, public holidays or during the December / January annual builders break.

14. SECURITY AND ACCESS CONTROL

- 14.1 The Contractor and the Contractor Staff and all vehicles delivering building materials may only enter the Estate and/or the Residential Area in which the Work is to take place through the Contractors' entrance(s) as designated from time to time.
- 14.2 The Contractor, the Contractor Staff and all vehicles delivering building materials must abide by all entrance and exit security protocols as may be determined by the Developer during the Development Period and thereafter the Association from time to time.
- 14.3 The Contractor Staff may not enter the Estate and/or the Residential Area in which the Work is to take place on foot. The Contractor Staff must all be transported by vehicle from the Contractors' entrance(s), as designated from time to time, to The Erf and shall not, for the duration of their working day, be entitled to leave The Erf and walk from one site to another or anywhere else in the Estate and/or the Residential Area concerned, save in the exercise of their duties and only then by vehicle and not on foot.
- 14.4 Any person utilised in the Work must be an employee of The Contractor or an employee of The Contractor's sub-contractor. Under no circumstances will casual labour be granted access to the Estate and/or a Residential Area and allowed on a building site.
- 14.5 The Contractor and his Staff must be registered on the access control system of the Estate and/or the Residential Area in which the Work is to take place. Such registration will involve the completion of security documents and the provision of identity documents. A Contractor or Contractor Staff not so registered will not be afforded access to the Estate or the Residential Area concerned.
- 14.6 Under no circumstances may The Contractor, the Contractor Staff or any vehicle delivering building materials remain in or on the Estate outside of the working hours as set out in clause 13.
- 14.7 The Contractor, the Contractor Staff and any vehicle delivering building materials may be searched by security on entering and exiting the Estate and/or the Residential Area in which the Work is to take place. All vehicles may be searched by security on entering and exiting the Estate and/or the Residential Area in which the Work is taking place. Any person who refuses to allow his vehicle or his person to be searched on entering the Estate and/or the Residential Area in which the Work is taking place will be denied access to the Estate and/or the Residential Area concerned. Any person who refuses to allow his vehicle or his person to be searched on exiting the Estate and/or a Residential Area will be reported to the South African Police Services and will

furthermore be banned from entering the Estate and/or any Residential Area in the future.

- 14.8 The Developer during the Development Period and thereafter the Association shall at any time be entitled to impose such controls with regard to access to the Estate and/or any Residential Area and to introduce such security and other measures as it in its sole and absolute discretion may deem necessary. In the event that the Developer during the Development Period and thereafter the Association is of the opinion that there has been non-compliance of such controls or measures by The Contractor, the Contractor Staff or any vehicle delivering building materials, then the Developer / the Association shall be entitled to deny such parties access to the Estate and/or the Residential Area concerned, in which event neither The Owner nor The Contractor shall have a claim against the Developer / the Association arising therefrom. The Developer / Association shall give notice to The Contractor of any access control measures implemented.

15. TRAFFIC CONTROLS AND PARKING

- 15.1 For security and safety reasons, the speed limit on all roads within the Estate for all vehicles involved in Work on the Estate, is 30 km/h.
- 15.2 The Contractor is to ensure that the parking of vehicles on or about the building site is kept to a minimum.
- 15.3 No vehicle may be parked which will result in an obstruction of traffic.
- 15.4 No parking may take place on pavements, landscaped areas, areas containing vegetation or grassed sidewalks.
- 15.5 No vehicle associated with The Contractor or the Contractor Staff may be left in or on the Estate outside of the working hours as set out in clause 13.

16. VEHICLES

- 16.1 The Contractor shall ensure that all Work related vehicles that enter the Estate and/or a Residential Area within the Estate, that are associated with Work on The Erf, shall exercise due care and consideration for the roads within the Estate and/or the particular Residential Area, all infrastructure associated with the roads, pedestrians and animals.
- 16.2 Should any trees, any of the road edging / verges, manholes, manhole covers, sewer connections, irrigation pipes, water meters and pipes, fire hydrants, site pegs, or any other services on the Estate or within a particular Residential Area

within the Estate be damaged by The Contractor, the Contractor Staff or any vehicle delivering building materials for or on behalf of The Contractor, then The Contractor shall immediately inform the Developer during the Development Period and thereafter the Association, who will then instruct The Contractor in regard to the remedial steps to be taken / damages to be paid.

- 16.3 All persons travelling within the Estate on the back of an open bakkie, truck or LDV must remain seated at all times, with the tailgate of the vehicle shut and secured. Under no circumstances may any person stand on the bumper or the tow bar of the vehicle or sit on the raised sides or the back of the vehicle.
- 16.4 No vehicle associated with The Contractor or the Contractor Staff, including vehicles delivering building materials, may enter the Estate and/or any Residential Area where:
- 16.4.1 the vehicle carries in excess of 6m³ of concrete; or
- 16.4.2 the vehicle carries in excess of 5000 bricks (10 pallets); or
- 16.4.3 the vehicle is a double axle horse and trailer; or
- 16.4.4 the vehicle exceeds one or more of the following:
- maximum length 10m;
 - maximum height 2.10m;
 - maximum width 2.60m;
 - maximum weight 25 000kg; or
- 16.4.5 the vehicle is overloaded with persons and/or material; or
- 16.4.6 the vehicle is not roadworthy; or
- 16.4.7 the driver of the vehicle is not suitably licenced.
- 16.5 Any vehicle which, in the opinion of the Developer during the Development Period and thereafter the Association, causes any pollution or contamination to the environment, leaks diesel or oil or is a danger on the Estate or on any Residential Area within the Estate, must be removed from the Estate.
- 16.6 No washing of vehicles or equipment on the Estate and/or in any Residential Area within the Estate is permitted.
- 16.7 No servicing or carrying out of repairs to any vehicle or equipment on the Estate or in any Residential Area within the Estate is permitted.

17. DELIVERIES

- 17.1 All vehicles delivering materials shall leave the Estate immediately once the delivery is complete.

- 17.2 No delivery vehicle may be parked unattended in the Estate or in any Residential Area within the Estate.
- 17.3 Deliveries shall be effected only during the hours recorded in clause 13.4.
- 17.4 Deliveries to the building site may take place only from the road frontage of the site.
- 17.5 Any diesel, oil and/or paint spillage caused by any construction or delivery vehicle shall immediately be cleaned by The Contractor.
- 17.6 It is the responsibility of The Contractor to inform all parties delivering building materials to the Estate or a Residential Area within the Estate of the provisions of this Code of Conduct. The Contractor will be liable for the actions and/or omissions of all parties who deliver building materials to the Estate or to any Residential Area within the Estate for and on his behalf.
- 17.7 No building materials may be offloaded and left or stored on any road, pavement or parking bay anywhere within the Estate.
- 17.8 Building materials may only be offloaded and temporarily stored on an Erf adjacent to the building site with the written consent of The Owner of The Erf in question, which consent is to be incorporated in a document substantially in the form of **Annexure "D"** hereto.
- 17.9 Concrete deliveries:
- The delivery of concrete has the potential of causing the most damage to road surfaces, pavements, infrastructure and vegetation. It is therefore important that these deliveries be handled in a particular way. The following rules relate specifically to concrete deliveries:
- 17.9.1 It is the responsibility of The Contractor to inform the suppliers of concrete of the rules regarding concrete deliveries.
- 17.9.2 The Contractor must ensure that suppliers of concrete are informed of the exact address where a delivery has to be made.
- 17.9.3 Any spillage from the concrete delivery vehicle onto a road or pavement within a Residential Area or at the entrance to a Residential Area, is to be immediately removed and washed off with water.
- 17.9.4 No surplus concrete dumping is allowed on or around the Estate.
- 17.9.5 Notwithstanding the provisions of clause 13.4, no concrete deliveries may take place after 15:00.
- 17.9.6 The cleaning, washing off or rinsing of concrete delivery vehicles anywhere within the Estate is expressly prohibited.

18. CONTROL OF LABOUR

- 18.1 The Contractor shall make the Contractor Staff aware of the provisions of this Code of Conduct, especially the provisions which relate to them directly.
- 18.2 The Contractor is responsible for the conduct, discipline and control of the Contractor Staff whilst on the Estate, including but not limited to any damages caused by them, to any part of the Estate.
- 18.3 The Contractor shall make every endeavour to ensure that the privacy of Residents surrounding the building site and all other Residents within the Estate is respected and that they incur the least amount of inconvenience.
- 18.4 Night watchmen will be not allowed on The Erf during the period of Work. The Contractor must make adequate provision for security of the building site and all tools and equipment thereon during periods when the building site is not occupied.
- 18.5 All labour employed by The Contractor shall wear overalls, shirts or bibs displaying the name of The Contractor.
- 18.6 The possession or use of intoxicating substances such as alcohol or drugs whilst on the Estate is strictly prohibited. Intoxicated Contractor Staff will not be allowed into the Estate or into any Residential Area within the Estate.

19. BUILDING ACTIVITIES

19.1 Site Presence

- 19.1.1 The Contractor shall ensure that a responsible person is always on the building site in order to oversee and control all Work activities. Such person must be available at all times during working hours, inter alia, to receive and sign for deliveries, including Association documentation, and to accompany persons tasked with inspecting the Work.

19.2 Building Plans and Architectural Guidelines

- 19.2.1 The Contractor must ensure that a copy of the signed, approved building plans is physically on the building site and available for inspection always.
- 19.2.2 The Contractor must ensure that he builds in accordance with, and does not deviate from, the signed approved building plans.
- 19.2.3 The Contractor undertakes to familiarise himself with, to build in accordance with, and not to deviate from, the provisions of the Architectural Guidelines.

19.3 **Environmental Controls and Environmental Management**

19.3.1 The Contractor acknowledges that he is working in an environmentally sensitive environment and agrees to conform to all environmental controls as determined by the Developer during the Development Period and thereafter the Association.

19.3.2 The Contractor shall take all necessary steps so as to prevent the discharge of any pollutants such as cement, concrete, lime, chemicals, fuel and contaminated water into any water sewer, water body, wetland area or ground water.

19.3.3 Any refuelling of machines or vehicles is to take place under adequate spill prevention measures to prevent leakages.

19.4 **Excavations and Building Rubble**

19.4.1 Excavations for foundations or walls adjoining roadways must be undertaken with caution and in particular the roadway must be protected and supported during excavations.

19.4.2 All building rubble must be removed on a weekly basis or as otherwise determined by the Developer during the Development Period and thereafter the Association.

19.4.3 Under no circumstances may any building rubble be stored on adjacent Erven or the Common Property nor may rubble be dumped on any part of the Estate or the Farm or any surrounding area.

19.5 **Clean, Litter-free Site**

19.5.1 The building site must be kept as clean and litter-free as possible with daily cleaning to take place during building operations.

19.5.2 All litter and building refuse, including but not limited to cement bags, plastics, tins, bottles and cardboard must be placed in closable bins alternatively covered skips and removed from the Estate on a weekly basis at the instance of and at the cost of The Contractor.

19.5.3 No building refuse or litter may be burned or buried on the building site.

19.5.4 The Contractor's obligation to keep the building site clean and litter-free extends to all surrounding Erven and the Common Property.

19.6 **Storage Facilities / Site Office**

The Contractor is allowed two standard 6m shipping containers per Erf / Non-Residential Erf, one for storage and one to be used as a site office subject to the following:

- 19.6.1 the containers must have no rust, dents or scratches; and
- 19.6.2 the containers must be freshly painted; and
- 19.6.3 the containers must be secured with a locking mechanism when the building site is not occupied; and
- 19.6.4 the containers must be removed prior to the issuing of a Certificate of Completion; and
- 19.6.5 the containers may not be occupied by any person outside of working hours.

19.7 **Storage of Materials**

- 19.7.1 The Contractor must store building materials within the confines of The Erf and behind the fencing.
- 19.7.2 No stockpiles of building material may exceed 1.8m in height.
- 19.7.3 Building materials may not be stored on any roads or pavements nor may building materials be stored on any Common Property, or any other Erven (save in the circumstances set out in clause 19.8.
- 19.7.4 All building materials that may be affected by wind or rain shall be adequately covered.

19.8 **Mixing of Cement and Concrete**

- 19.8.1 No concrete, cement or dagha may be mixed, prepared or temporarily stored outside of the confines of The Erf.
- 19.8.2 No concrete, cement or dagha may be mixed on bare ground. The use of mixing trays is compulsory.
- 19.8.3 Any spillage of concrete, cement or dagha outside of the confines of The Erf shall be immediately cleaned by The Contractor.

19.9 **Noise and Dust Pollution**

- 19.9.1 The Contractor shall take all reasonable measures to minimise noise disturbance.
- 19.9.2 The Contractor shall implement appropriate measures to minimise dust or wind-blown sand that has been generated due to the Work. This includes the covering of building material loads during transportation, the covering of stored sand and the dampening of cleared surfaces on The Erf especially in dry and windy conditions.

19.10 **Fires and Fire Protection**

- 19.10.1 No open fires or naked flames for heating or cooking shall be allowed on the building site.

19.10.2 No burning of refuse, litter or any organic waste on any part of the Estate is permitted.

19.10.3 The Contractor shall ensure that at least 2x 4.5kg DCP, SABS/SANS 1910 approved fire extinguishers are on the building site during the period of Work and that the Contractor Staff are proficient in the use thereof.

19.10.4 Smoking may only take place in a designated area on the building site.

19.10.5 All cigarette butts must be disposed of in designated containers.

19.11 **Storm Water and Erosion Controls**

19.11.1 The Contractor shall install temporary erosion control methods considered necessary upon the building site being cleared as to ensure that erosion is avoided.

19.11.2 The Contractor shall attend to the drainage of the building site so as to ensure that standing water and/or street erosion is avoided.

19.12 **Trees, Vegetation and Animals**

19.12.1 The Contractor shall ensure that the Work in no way causes damage to trees, vegetation or landscaping on the Estate.

19.12.2 The Contractor shall not be entitled to remove anything from the Farm or the Common Property or from any other Erf or Non-Residential Erf, including but not limited to wood, stones, rocks, flora, fauna, grapes or other fruit.

19.12.3 The maiming or killing of birds, reptiles or other animals on the Farm or the Estate is prohibited.

19.12.4 No animals or pets may be brought onto the Estate by The Contractor or the Contractor Staff.

20. PENALTIES AND FINES

20.1 Penalties will be imposed should any of the terms and conditions of this Code of Conduct be breached. Such penalties shall be over and above the cost of rectifying or remedying the problem or damage occasioned by such breach.

20.2 Penalties may include:

20.2.1 the imposition of a fine; and/or

20.2.2 denial of access to the Estate; and/or

20.2.3 an instruction to cease the Work.

- 20.3 The extent of the penalty imposed will be dependent on the nature of the breach, the circumstances surrounding the breach and whether the breach is an isolated incident or a repeat of a prior breach.
- 20.4 A Schedule of Penalties, as determined by the Developer during the Development Period and thereafter the Association, will be published from time to time, which summary sets out recommended penalties for various breaches of the terms of this Code of Conduct.
- 20.5 All monetary penalties issued against The Contractor will be deemed to have been issued against The Owner, who will remain jointly and severally liable for payment of any such penalties, should The Contractor fail to pay same.
- 20.6 Any monetary penalty deemed to have been issued against The Owner shall form part of the levy payable by such Owner as provided for in the Constitution or the Sub-Association Constitution (whichever may be applicable).

21. DOMICILIUM / NOTICES

21.1 The Parties choose as their domicilia citandi et executandi for all-purpose under this Code of Conduct, whether in respect of Court process, notices or other documents or communications of whatsoever nature, the following addresses:

21.1.1 **Developer /**

Association : _____

Address :

Tel. : _____

e-mail : _____

21.1.2 **The Owner :** _____

Address :

Tel : _____

e-mail : _____

21.1.3 **The Contractor :** _____

Address :

Tel : _____

e-mail : _____

21.2 Any notice or communication required or permitted to be given in terms of this Code of Conduct shall be valid and effective only if in writing, but it shall be competent to give such notice or communication by e-mail.

21.3 Any notice to a Party:

21.3.1 sent by prepaid registered post in a correctly addressed envelope to its *domicilium citandi et executandi* shall be deemed to have been received on the fourth day after posting (unless the contrary is proven);

21.3.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery;

21.3.3 sent by e-mail during normal working hours to the e-mail address specified herein for the addressee, shall be deemed to have been received by the addressee on the day of transmission.

21.4 Any of the Parties may, by notice in writing to the other Parties, alter its address as set out above to another address in the Republic of South Africa provided such other address may not be a post office box or *poste restante* and provided that such alteration shall not be effective until 7 (seven) days after it has been received.

21.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a Party shall be adequate written notice or communication to such Party notwithstanding that it was not sent to or delivered to the *domicilium citandi et executandi*.

22. BREACH

- 22.1 In the event of The Owner / The Contractor (inclusive of the Contractor Staff) breaching any of the provisions of this Code of Conduct, then and in such event the Developer during the Development Period and thereafter the Association shall be entitled to all or any of the following relief:
- 22.1.1 to afford The Owner / The Contractor a reasonable period of time within which to remedy the breach;
 - 22.1.2 to issue a written warning;
 - 22.1.3 to insist on rectification of the breach at the cost of The Owner / The Contractor;
 - 22.1.4 to deny The Contractor or the Contractor Staff access to the Estate;
 - 22.1.5 to issue an order stopping the Work, in which event The Contractor shall not be entitled to continue on The Erf;
 - 22.1.6 to hold The Owner / The Contractor jointly and severally liable and to claim from them the cost of repair or reinstatement of any damage caused by The Owner / The Contractor (inclusive of the Contractor Staff) within the Estate, as determined in terms hereof;
 - 22.1.7 to impose upon The Contractor any of the fines referred to hereinbefore and should The Contractor fail to pay such fines, to deny The Contractor or the Contractor Staff access to the Estate.
- 22.2 Should the Developer and/or the Association institute legal action against The Owner / The Contractor pursuant to a breach of this Code of Conduct, the Developer or the Association (as the case may be) shall, in addition to the rights aforementioned, be entitled to recover from The Owner / The Contractor all legal costs incurred, calculated as between attorney and client.
- 22.3 In the event of the Developer and/or the Association exercising its rights in terms of this Code of Conduct, including the denial of access to The Contractor or the Contractor Staff to the Estate, then in any such event neither The Owner, nor The Contractor nor the Contractor Staff shall have any claim of any nature whatsoever against the Developer or the Association.

23. INDULGENCES

No extension of time or indulgence granted by the Developer and/or the Association (as applicable) to The Contractor and/or The Owner shall be deemed in any way to affect, prejudice or derogate from the rights of the Developer or the Association (as applicable) in any respect under this Code of Conduct, nor shall it in any way be regarded as a waiver of any rights hereunder or a novation of this Code of Conduct.

24. INDEMNITY

- 24.1 The Contractor confirms that he is aware that neither the Developer nor the Association can ensure his safety nor the safety of the Contractor Staff during Work on the Estate.
- 24.2 As such, The Contractor agrees to indemnify the Developer and the Association along with their agents and employees against any injury, loss or damage which he or the Contractor Staff may sustain due to any act or omission on the part of the Developer or the Association or their agents or employees whether through negligence or otherwise.

25. SOLE MEMORIAL

- 25.1 This Code of Conduct constitutes the whole understanding between the Parties as to the subject matter hereof and no agreement, representations or warranties between the Parties regarding the subject matter hereof other than those set out herein are binding on the Parties.

By signing this Code of Conduct, The Owner and the Contractor hereby acknowledge and agree to be bound by the terms and conditions contained herein.

THUS DONE AND SIGNED upon the dates and at the placed specified below.

AS WITNESSES :

1 _____

2 _____

For **THE OWNER** who warrants that
he is duly authorised hereto.

Date : _____

Place : _____

AS WITNESSES :

1 _____

2 _____

For **THE CONTRACTOR** who
warrants that he is duly authorised
hereto.

Date : _____

Place : _____

ANNEXURE "A"

APPLICATION – WATER METER

ERF NO. : _____ DATE : _____

METER NO. : _____ METER READING : _____
(to be completed by Developer) (to be completed by Developer)

OWNER NAME : _____

ADDRESS OF ERF : _____

CONTRACTOR NAME: _____

SIGNATURE : _____
(CONTRACTOR)

A R15 000.00 (fifteen thousand Rand) water consumption deposit is payable by The Contractor to the Association on submission of this application form.

APPLICATION – ELECTRICAL CONNECTION

ERF NO. : _____ DATE : _____

TEMPORARY METER NO. : _____

(to be completed by the Developer)

OWNER NAME : _____

ADDRESS OF ERF : _____

CONTRACTOR NAME : _____

SIGNATURE : _____

(CONTRACTOR)

A R2 000.00 (two thousand Rand) fee is payable by The Contractor to the Developer. on submission of this application form, for the installation of a temporary meter box in the distribution kiosk.

A R5 000.00 (five thousand Rand) electricity consumption deposit is payable by The Contractor to the Association on submission of this Application form.

EXTRA CHARGES : PLEASE NOTE THAT IN CASES WHERE AN INDEPENDENT ELECTRICIAN NEEDS TO VERIFY A CERTIFICATE OF COMPLETION ("COC"), AN ADDITIONAL FEE OF R2 500.00 WILL BE CHARGED.

CONNECTION DATE : _____

CONNECTION TIME : _____

NAME : _____

CONTACT NO. : _____

FOR OFFICE USE			
1 ST COC received		COC number	
COMPETENT PERSON			
Name and surname		Signature	
RECEIVED BY			
Name and surname		Signature	
2 nd COC received		COC number	
COMPETENT PERSON			
Name and surname		Signature	
RECEIVED BY			
Name and surname		Signature	

APPLICATION FOR REPAYMENT OF BUILDERS DEPOSIT**PART 1 : DECLARATION BY THE CONTRACTOR**

I herewith declare that:

1. The Work on The Erf has been completed in terms of the approved plan.
2. All rubble has been removed from The Erf.
3. The Scrutiny Architect has issued a Certificate of Completion in respect of the Work.

SIGNATURE

DATE

PART 2 : REPAYMENT OF DEPOSIT

	Banking details
Name & Surname :	
ID number :	Acc. Name :
Address :	Bank :
	Acc. No. :
	Branch code :
	Type acc. :
Tel. :	
e-mail :	
Fax. No. :	

PART 3 : PARTICULARS OF DEPOSIT REPAYMENT

Deposit		
Amount deducted		
Balance paid		

SIGNATURE

DATE

NEIGHBOUR’S CONSENT

TO WHOM IT MAY CONCERN

I, _____, owner of Erf _____

Vini Fera Estate, do hereby grant permission to _____,

owner of Erf _____, to temporarily store building material on my Erf for the duration of the Work on his Erf subject to the following conditions:

- under no circumstances may concrete be mixed on my Erf;
- any building material must be removed on 2 (two) weeks' notice and at own expense;
- my Erf must be left in a clean and neat condition when building operations have been completed within 10 (ten) days after the completion of building operations.

SIGNED at _____ on this _____ day of _____ 20____.

SIGNATURE : _____

ID NO. : _____

**PRE-REQUISITE FOR THE ISSUE OF A CERTIFICATE OF COMPLETION AND THE
OCCUPATION OF A DWELLING**

No Dwelling on the Estate may be occupied prior to The Owner obtaining a Certificate of Completion issued by the Scrutiny Architect. In order for a Certificate of Completion to be issued, the following minimum stipulations must have been adhered to:

1. All structures must have been completed in full accordance with the building plan approved by the Local Authority.
2. The sewage line must be connected to the sewer point provided.
3. A permanent prepaid electricity meter, obtained from the Developer, must be installed and the electrical installation must be certified by a qualified electrical contractor.
4. All exterior work including walls, palisades, pergolas, boundary walls, driveways, water features and swimming pools must be completed according to the plan approved by the local authority.
5. All structures must be painted to the satisfaction of the Association.
6. All rubble, litter and rubbish must have been removed from the building site.
7. The entire area of The Erf not covered by structures or driveways must be landscaped to the satisfaction of the Association.
8. A certificate of occupation is to be provided by the Local Authority.

Only when these stipulations have been completed, is The Owner to contact the Scrutiny Architect, requesting an inspection. (Please note that the Scrutiny Architect determines completion and permission to occupy and not the Local Authority).

The Scrutiny Architect will check to ensure that points 1 – 8 have been completed and place on record any snagging that would still need to be completed.

Within 30 (thirty) days after the initial inspection, the Scrutiny Architect will meet for a final inspection with The Owner to determine whether the snagging has been completed to the Scrutiny Architect's satisfaction. Only on completion of the snagging to the satisfaction of the Scrutiny Architect will the Scrutiny Architect provide a Certificate of Completion to The Owner thereby allowing the refund any deposit monies remaining to The Contractor.