

**PORT ZIMBALI ESTATE  
HOME OWNERS' ASSOCIATION (NPC)**

*(Registration Number: 2006/008435/08)*

**CONTRACTORS CODE OF CONDUCT**

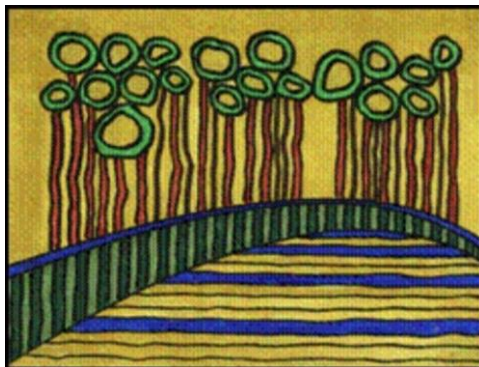
*MEMORANDUM OF INCORPORATION ("MOI")  
SCHEDULE 5 - RULES*

*Certified an original extract from the RULES*

*Approved by the Board of Directors on 24 July 2015*

*Adopted by the Members of the Association on 19 September 2015*

*SEPTEMBER 2015*



## **CONTRACTOR'S CODE OF CONDUCT**

### **1. INTRODUCTION**

- 1.1 Another of the main objectives of the Association is to ensure that all building, construction or installation activities on the Estate occurs with the least possible disruption to residents and that the building work, construction and/or installation conforms to the designs as approved by the Architectural Review Committee ("ARC") of the Association.
- 1.2 Members wanting to undertake building, construction or installations on the Estate are obliged to ensure that –
  - 1.2.1 they sign a copy of this Contractor's Code of Conduct ("CCC");
  - 1.2.2 the building contractors and/or any other contractors in their employ sign the CCC;
  - 1.2.3 they present the duly signed CCC together with the application for a Construction and/or Installation Clearance Certificate to the Association;
  - 1.2.4 they provide their building contractors and/or any other contractors in their employ with a copy of the Security Policy and Procedures of the Association; and
  - 1.2.5 they and their building contractors and/or any other contractors in their employ strictly adhere to the stipulations thereof.
- 1.3 The Association reserves the right to implement additional Conduct Rules on any site and/or to delete/amend/expand any of the conditions of the CCC at its sole discretion.

### **2. LEGAL STATUS**

- 2.1 The by-laws of the Local Authority and the National Building Regulations relating to construction activities apply to the Estate. In the event of a conflict between the by-laws and these RULES, the stipulations of the RULES shall prevail.





- 2.2 The conditions governing building activity, which are set out in this CCC are RULES adopted by the members of the Association and are therefore binding on all members and their occupants and, through them, on their contractors and sub-contractors and other parties who are on the Estate at their invitation.
- 2.3 Members are obliged to ensure that their occupants, building contractors and sub-contractors and other visitors are aware of these conditions and comply strictly with them.
- 2.4 Members are therefore obliged to include this CCC in its entirety in any building contract concluded in respect of their property on the Estate (and to procure their inclusion in any sub-contract) and all such contracts must be submitted to the ARC for prior approval.
- 2.5 The Association has the right to suspend any building activity in contravention of any of the provisions of the CCC or the RULES and/or the right to fine a member and/or contractor, and the Association accepts no liability whatsoever for any loss sustained by a member as a result thereof.
- 2.6 The Association accepts no responsibility or liability for any injury, loss of life, damage or loss of materials or equipment during building operations.
- 2.7 Should a contractor breach or allow the breach of any provision of these rules by his employees, workers, a sub-contractor or its workers, the Association may itself rectify the breach as deemed necessary and claim any expense from the contractor and/or suspend building activity until such breach is remedied and in addition impose an appropriate fine. It may do so at any time and without notice and without recourse from the owner and/or contractor and/or sub-contractor.
- 2.8 The contractor and member undertake to comply with the provisions of the CCC, in addition to any further provisions, which may be promulgated by the Association from time to time in the form of a written notification and to ensure compliance by any sub-contractor employed by the contractor and by all employees and/or other workers.
- 2.9 Any contractor who fails to comply with these rules may be prohibited from entering the Estate and neither the member nor the contractor will have any claim of whatever nature against the Association as a result thereof.

### 3. **GENERAL CONDITIONS**

- 3.1 Contractor activity may only commence once the member is in possession of a Construction and/or Installation Clearance Certificate. The certificate must be in possession of the Contractor or the member at all times and must be presented upon request from either the Estate Manager, or a Security Officer, or a member of the Board of Directors, or the Managing Agent.





3.2 Construction and/or Installation Clearance Certificate

3.2.1 A member must apply to the Association for a Construction and/or Installation Clearance Certificate to be issued. The certificate will be issued by the Association once it is satisfied with the content of the application made. The application will consist of the following, namely:

3.2.1.1 A duly completed and signed Application for a Construction and/or Installation Clearance Certificate (copy of the prescribed form is attached to these RULES);

3.2.1.2 A copy of the approved plans as contemplated in paragraph 1.3.4 of the Architectural Rules and Guidelines;

3.2.1.3 A copy of the building contract entered into between the member and the contractor and sub-contractors;

3.2.1.4 A copy of the contractor's reigning "paid-up" BUILDER'S ALL RISK INSURANCE POLICY in which it must be evident that the Association and any other member of the Association is sufficiently covered against any claim they may make as a result of potential losses resulting from construction and installation activities to be undertaken;

3.2.1.5 A duly completed CCC, signed by both the member and the contractor;

3.2.1.6 Receipt of the relevant access application for access forms as prescribed in the Security Policy and Procedures for Longer-term contractors and their workers and employees;

3.2.1.7 Payment of the Security Deposit, if applicable. The RULES pertaining to a Security Deposit are as follows:

3.2.1.7.1 The member is responsible for the payment of the deposit amount;

3.2.1.7.2 The payment of the deposit amount is in the absolute discretion of the Board of Directors, but in any event, payable in either or both of the followings instances:

- where the cost of the subject project is in excess of R40,000 (forty thousand Rand); and
- where the member, in terms of these RULES, is obliged to present drawings and/or plans to the Architectural Review Committee of the Association for approval.

3.2.1.7.3 The Security Deposit amount is R6,000.00 (six thousand Rand);

3.2.1.7.4 The Security Deposit will be utilised to make good any damaged kerbing, roadways, pavements, manhole covers and any other infrastructure of the Association once construction activities commences and is caused by the contractor(s).

3.2.1.7.5 Taking the content of this paragraph 3.2.1.7 into account, any balance remaining will be refunded to the member subject to the following conditions:

- request by the member for the Estate Manager to complete a site and Estate inspection, the content of which to be recorded on the relevant application form;
- the aim of the site inspection is not to approve or ensure the quality of the work;





- the aim of the site inspection is to ensure that –
  - the work performed and completed conforms to the plan submitted and approved;
  - the work is consistent with the Architectural Rules and Guidelines;
  - no damage was caused to any infrastructure of the Association, or in the event of damage having been caused, that such damage has been remedied to the satisfaction of the Estate Manager;
  - no damage was caused to the property of a neighbouring or any other member of the Association, or in the event of damage having been caused, that such damage has been remedied to the satisfaction of the Estate Manager;
  - the contractor has complied with all the provisions of the CCC;
- that the completed site and Estate inspection is found satisfactory.

3.2.2 In the event of a member/contractor having to acquire a Construction and/or Installation Clearance Certificate, such member/contractor must make a monthly contribution to the security of the Estate for the duration such contractor will be present on the Estate to complete the relevant contract. The contribution is R1,000.00 per month or part thereof.

3.3 Contractor activity may only commence once the contractor(s) has arranged for access to the Estate for his staff/workers and vehicles as governed by the Security Policy and Procedures of the Association.

#### 3.4 Accountability and Insurance

3.4.1 The Contractor will provide the Association with a copy of his "paid-up" reigning BUILDER'S ALL RISK INSURANCE POLICY and irrevocably undertakes to ensure that the policy remains "paid-up" for the duration of the contract period and/or the construction/installation is completed, whichever occurs last in time.

3.4.2 Contractors shall not store any material, or do or permit or allow to be done, any other dangerous act in or on the building site or on the common property that will or may increase the rate of the premium payable by the neighbours or the Association on any insurance policy.

#### 3.5 Screening, signage and securing of building site

3.5.1 The contractor must screen the entire building site (should a vacant adjacent site be used for storage purposes as contemplated in these RULES, this vacant adjacent site will be regarded as part of the building site).

3.5.2 Screening must be erected out of green shade-netting with a minimum shade-factor of 75% (seventy five percent), which must be secured to wire strands that are attached to gum-poles. The installation must be of a sufficient quality so as to remain neat for the relevant construction period on the building site.

3.5.3 The building site must have access entrance gates, which must be locked when the building site is unattended.





- 3.5.4 No building activity shall commence on the designated building site unless a screened ablation facility, connected to the sewerage system, is erected, or an alternative facility approved by the Association is erected.
- 3.5.5 The contractor must erect relevant "indemnification" and "right of admission reserved" signage at the entrance to the site.
- 3.5.6 No advertising or sub-contractors boards will be permitted. Only the approved professional's information board will be permitted - the Association must approve the design of the board before it is erected on the site.
- 3.6 Heavy vehicles
- 3.6.1 Heavy vehicles, such as building material delivery vehicles, in excess of 15 tons and/or with double axles and/or articulated in nature are not allowed access onto the Estate.
- 3.6.2 In the event of a contractor requiring a relaxation of this RULE, application must be made to the Association on the prescribed form (Application for relaxation of the RULE for use of Heavy Vehicle), which is to be delivered to the Managing Agent or Estate Manager and approved by the Managing Agent or Estate Manager, prior to access being granted to such heavy vehicle for which application is made. Each access request will carry a mandatory ROAD FUND contribution of R500, such contribution being recovered against a member's levy account with the Association.
- 3.6.3 The contributions so made and received, are earmarked for the repair of any damage to the road surface, and does not, under any circumstance whatsoever, absolve any member or contractor from the responsibility of ensuring that damage is not caused to any infrastructure found on the Estate – including items such as the roads, road-surfaces, kerbing, landscaping, road signage, fire hydrants, electrical kiosks, water and sewer installations, etc. In the event of damage of any nature whatsoever being caused, the member will be held accountable for the expense that will need to be incurred to re-instate such damage infrastructure item to original state.
- 3.7 Street usage
- 3.7.1 Save where inconsistent with these rules, the National Road Traffic Act, No 93 of 1996, applies.
- 3.7.2 The speed limit in the Estate is 25 km per hour – all construction vehicles and vehicles in excess of 5 ton must adhere to a speed limit of 15 km per hour.
- 3.7.3 Where materials are off-loaded by a supplier on or partly encroaching onto the verge or roadway, the materials must be moved onto the site by the contractor on the same day. No material must be allowed to remain on the roadway or pavement and it is the responsibility of the contractor and owner to clear the roadway of all such materials the same day. The same applies to sand or rubble washed onto or landing on the road during building operations.
- 3.7.4 Littering and the collection of rubble in the streets and open spaces is prohibited.





- 3.7.5 No building materials may be off-loaded onto the road or the verges.
- 3.7.6 Contractors may not leave any obstruction on any part of the streets that will impede the free flow of pedestrian or vehicular traffic.
- 3.7.7 The Association will define delivery routes and delivery hours from time to time and all contractors are to obtain these restrictions from the Estate Manager.
- 3.7.8 Fines will be imposed by the Association on contractors and delivery vehicles that spill material en route, damage roadways and kerbing, stain road surfaces and that damage any other infrastructure of the Association and generally create a nuisance within the Estate.
- 3.8 Hours
- 3.8.1 Contractor activity is only permitted between the following hours, Monday's to Saturday's:
- | <u>Weekdays</u> | <u>Saturdays</u> |
|-----------------|------------------|
| 07:00 – 17:30   | 07:00 – 15:00    |
- 3.8.2 Delivery of supplies is only permitted between the following hours, Monday's to Saturday's:
- | <u>Weekdays</u> | <u>Saturdays</u> |
|-----------------|------------------|
| 07:00 – 17:00   | 07:00 – 15:00    |
- 3.8.3 No construction activity or delivery of supplies is to take place on Sundays and public holidays, as these days are viewed as private time for residents.
- 3.9 Refuse disposal
- 3.9.1 The by-laws of the Local Authority relating to refuse disposal applies to the Estate. In the event of a conflict between the by-laws and these RULES, the stipulations of the RULES shall prevail.
- 3.9.2 In respect of domestic refuse generated by the employees, staff and workers of the contractors, the contractors must –
- 3.9.2.1 ensure they are in possession of the prescribed refuse bin, failing which, acquire a prescribed refuse bin, for depositing domestic refuse;
- 3.9.2.2 maintain their refuse bins in a hygienic and dry condition and keep the refuse bin within the courtyard area of his private property;
- 3.9.2.3 only deposit domestic refuse contained in black plastic refuse bags in the refuse bins;
- 3.9.2.4 place all refuse that will cause their refuse bins to overflow in black refuse bags in the refuse bins in the refuse area adjacent to the gate-house at the entrance of the Estate - under no circumstances may such refuse be placed on any other part of the common property or a neighbour's property, whether vacant or not;





- 3.9.2.5 place the refuse bin outside the building site before 08:00 on collection days and return it to the building site as soon as possible after the refuse has been collected, in any event by no later than 16:00 on the relevant collection day.
- 3.9.3 Contractors may not dispose of any waste, item, article or substance in either their own refuse bins or the refuse bins in the refuse area that is either poisonous, a health hazard or detrimental to the safety of the owners or occupants of the Estate. Such waste, items, articles or substances must be disposed of as prescribed by the by-laws and regulations of the Local Council relevant to such waste, items, articles or substances.
- 3.9.4 All building rubble shall be removed by the contractors at their own cost.
- 3.9.5 The burning of rubble of whatever nature within the Estate is forbidden.
- 3.10 Eradication of pests
- 3.10.1 The by-laws of the Local Authority relating to pests apply to the Estate. In the event of a conflict between the by-laws and these RULES, the stipulations of the RULES shall prevail.
- 3.10.2 A contractor shall keep his building site free of white ants, borer and other wood destroying insects, all other insect infestation types (such as fleas, cockroaches, fish moths, etc.) and rodents (such as rats, mice, etc.) and to this end shall permit the Association, the managing agent, and their duly authorised agents or employees, to enter the building site from time to time for the purpose of inspecting the building site and taking such action as may be reasonably necessary to eradicate any such pests.
- 3.10.3 The costs of the inspection, eradicating any such pests as may be found within the building site, replacement of any infrastructure belonging to the Association that may be damaged by any such pests shall be borne by the contractor.
- 3.11 Miscellaneous security RULES
- 3.11.1 All the contractor's workers and/or his sub-contractor's workers must enter and exit the Estate on foot through the dedicated security electronic turnstile mechanism/system. To gain access to the Estate, such workers must be in possession of an approved access card or disc. No contractor's workers will be allowed to enter and exit the Estate on or inside any vehicle other than the driver of such vehicle.
- 3.11.2 All the contractor's workers and/or his sub-contractors and the sub-contractor's workers are granted access to the Estate, but to a specific site in terms of the approval given by the Association via the relevant Construction and/or Installation Clearance Certificate. None of these sub-contractors and workers have access to any other part of the Estate or may not roam on any common property of the Estate and in doing so will be in breach of the RULES and will be liable for a fine or may be denied access to the Estate in the sole discretion of the Board of Directors.
- 3.11.3 The Association may, in its discretion, require payment by any contractor and/or sub-contractor for each of the access cards to be provided or to be replaced to the workers of such contractor and/or sub-contractor, or for the replacement of access cards.







- 3.11.4 With regard to materials and tools, contractors are advised that materials and tools will be permitted to enter the Estate via vehicle or other means, but the removal of such materials and tools from the Estate must be accompanied by a removal permit describing such materials and tools. A removal permit will be issued by the main contractor's site Manager.
- 3.11.5 Under no circumstances may a contractor employ employees who are not in possession of a legitimate South African Identity Document.
- 3.11.6 Contractors and/or employees who are not in possession of the aforementioned document will not be allowed access into the Estate.

We, the member and the Contractor, by virtue of our signature hereto, acknowledge, accept and agree to be bound by the content of this CCC and the RULES of the Association.

\_\_\_\_\_  
NAME (*Print*)

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
UNIT NO

\_\_\_\_\_  
DATE

\_\_\_\_\_  
NAME (*Print*)

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
DATE

