

THE ISLANDS HOME OWNERS ASSOCIATION



CONDUCT FOR BUILDING CONTRACTORS

REVISION 5

(JANUARY 2020)

I

STAND NUMBER	
OWNER'S DETAILS:	CELL:
	E-MAIL:
CONTRACTOR DETAILS	CELL:
	E-MAIL:

Note: Owner and Contractor/Supplier to please initial each page and sign on final page.

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A. PROCEDURES FOR BUILDING CONTRACTORS

1. Introduction

The primary intention of the provisions hereunder is to ensure that all building activity occurs with the least possible disruption to residents, and to reduce the unsightliness of building operations. The Islands Estate Homeowners Association (“HOA”) has imposed certain rules relating to Building Contractor activity in the Estate.

2. Legal Status

2.1 The rules governing building activity are rules imposed by the HOA and are binding to all stand owners and their Building Contractors, suppliers and sub-contractors. It is up to the stand owner to ensure that the rules in their entirety, including, but not limited to the Conduct Rules section C, are understood and observed by the Contractor and included in any building contract concluded in respect of building or property improvements on the Estate.

2.2 **A copy of the entire Building Contract duly signed must be submitted to the HOA for their records, prior to commencement.** The HOA has the right to suspend any building activity in contravention of any rules, and accepts no liability for any losses sustained by a stand owner as a result thereof.

2.3 The HOA, through his agents, will monitor Contractor, supplier and sub-contractor activity on the Estate and ensure that the rules set out below are strictly adhered to. Spot fines, payable immediately, and if necessary, removal from the Estate, and claims for damages will be implemented.

3. Qualifications of Contractors

3.1 Only approved Building Contractors will be allowed to operate on the Estate. By accrediting any contractor, the HOA and Developer in no way accept responsibility for the contractor, and the contract remains firmly between the client and Contractor.

3.2 Only Contractors registered with the NHBRC, and with an acceptable construction record will be considered. References of prior building contracts are required, and banking credentials as may be requested by the HOA.

3.3 The Contractor’s Certificate of Registration with the NHBRC, plus his specific registration of this contract and its building, must be provided to the HOA.

3.4 Sub-contractors, nominated sub-contractors, and specialist contractors may be required to provide proof of a membership of a recognized body or association that governs that discipline e.g., the “National Spa and Pool Institute of SA”.

3.5 No “owner-builder” will be permitted, except by review of accreditation by the Homeowners Association.

- 3.6 Main Contractors are at all times responsible for their sub-contractors and their employees while on the Estate, and will be responsible for ensuring that all rules and regulations set out in this document will be adhered to.
- 3.7 A building performance deposit must be paid over to the HOA before construction commences. This deposit will be held in a trust account of the HOA and will be used in the eventuality of the exterior construction work and improvements to the property, not being satisfactorily completed. This deposit will also be used to remove any rubble or make good any damage caused by the Contractor or his sub-contractors, or suppliers, including kerbing, landscaping, use of vacant and/or adjacent stands, community services, roads, irrigation, etc., and for any outstanding spot fines and/or architect fees. See Section B – Building Performance Deposits
- 3.8 The amount of this building performance deposit is separately scheduled in Section B
- 3.9 This deposit amount may not be “rolled over” from one house contract to another.
- 3.10 Although the HOA may monitor construction and site cleanliness to ensure satisfactory Estate standards and compliance with the approved plan, external finishes etc., they are not responsible for quality control of individual houses, and excepting for the final external appearance and completion as effects the Estate, this deposit is not for the use of any settlement or arbitration between the owner and Contractor.
- 3.11 The HOA reserves the right to inspect all sites at any time and a right of access may not be denied to any authorized agent of the HOA.
- 3.12 The HOA may also inspect delivery notes of all trucks to confirm no overloading at any time.

4 Description “Contractor”

The term “Contractor”, shall apply to all Contractors, sub-contractors, and any “supply and fit” operation that occurs in The Islands Estate, whether under the appointment by a main Contractor, sub-contractor or owner, and whether casual or formal, and includes, but is not limited to, any property or building improvement, fencing and walling, satellite dishes, solar heating, additions, extension, alterations, building structure, swimming pools, timber decks, paving, landscaping and features, external awnings and blinds.

5 Requirements for Building Commencement

- 5.1 The following pre-conditions shall be complied with before building activity may commence.
- 5.2 The owner shall give the HOA at least 14 days notice of his intent to start building and provide the following information before commencement:
 - 5.2.1 HOA Welcome letter signed by the owner and contractor. (Letter available at Estate Office)

- 5.2.2 A site Handover/Excavation certificate, signed by the Contractor, Owner and the HOA.
 - 5.2.3 A copy of the Architectural Rules and Guidelines (Latest Revision), signed by the owner and Contractor.
 - 5.2.4 A copy of the Conduct for Building Contractors (Latest Revision) signed by the owner and Contractor.
 - 5.2.5 A copy of the Members Rules, signed by the owner and Contractor.
 - 5.2.6 The HOA letter of accreditation of the Contractor.
 - 5.2.7 A copy of the Building Contract between the Owner and Contractor, duly signed by both.
 - 5.2.8 Payment of the building performance deposit.(R30,000 Vat Inclusive)
 - 5.2.9 Proof of payment of Aesthetic Application fee. (R8,550 Vat Inclusive)
 - 5.2.10 The architect's receipt of payment of fees.
 - 5.2.11 The working drawings, specifications and schedule of finishes approved by the HOA.
 - 5.2.12 A copy of the working drawing as approved by the Madibeng Municipality (The Local Authority).
 - 5.2.13 The Contractor's indemnity fund certificate for the structure and roof.
 - 5.2.14 The Contractor's NHBRC Registration Certificate.
 - 5.2.15 The Contractors NHBRC Certificate of Registration for this building contract.
 - 5.2.16 A copy of the Contractors All Risks and Public Liability Insurance Policy.
 - 5.2.17 Confirmation of transfer and land ownership.
 - 5.2.18 Construction bar chart for contract.
 - 5.2.19 List of sub-contractors for contract.
 - 5.2.20 Clearance certificate from HOA.
 - 5.2.21 Proof of Health and Safety induction attendance
 - 5.2.22 Health and Safety file approved by the HOA or its representative.
 - 5.2.23 Proof of notification to Department of Labour that construction has started
- 5.3 A list of all sub-contractors and suppliers expected for this contract, to be provided to the HOA. 24 hour contact details for emergency purposes, of the Contractor, plumber and electrician to also be provided.

6. **Site Commencement Procedure**

- 6.1 Prior to site commencement, the Contractor shall conclude and comply with the HOA, the detailed and the then current arrangements regarding:
- 6.1.1 Security and access control for staff and deliveries.
- 6.2 The Contractor shall arrange in writing a formal handover meeting of the house site with the HOA, inspecting and confirming the:
- 6.2.1 Correct site location, pegs and boundaries,
 - 6.2.2 Installation of the temporary and final water connection and meter,
 - 6.2.3 Position of sewer, irrigation and electrical connection points,
 - 6.2.4 Slope of ground and storm-water drainage solutions,
 - 6.2.5 Location of all existing services and servitudes,
 - 6.2.6 Recording the condition of surrounding property, fences, manholes, i.e's, road, curb, pavement etc., with photographs if necessary,
 - 6.2.7 Installation and screening of a site toilet,

- 6.2.8 Provision of site litter bin and rubble removal,
- 6.2.9 Approved building board is erected.

- 6.3 It is recorded that the HOA is not responsible for boundary peg identification, that on transfer, the owner accepted this from the Developer, and although the HOA may make reasonable co-operative efforts, any queries or uncertainties should be referred by the owner, to a qualified surveyor.
- 6.4 It is noted that the owner will be invoiced for water consumption during building operations, and the owner to make their own arrangements with the Contractor.
- 6.5 An outline programme of building works to be submitted by the Contractor at this handover meeting.
- 6.6 All or any outstanding documentation, per paragraph 5 above, payments, deposits, approvals, etc., must be made by latest at this site handover meeting, failing which, work may not commence.

7. Procedures during Construction

- 7.1 From commencement of construction, (site handover date), the exterior of the building at least should be 100% completed within the construction period as mentioned in the contract agreement between the owner and builder (contract period not to exceed 12 months), to HOA standards, including painting, paving, fencing, irrigation and landscaping. This time period shall be extended for builder's holidays. If the house has not been completed within this timeframe, a penalty will be imposed onto the Homeowner of R1000 for the first month and then R1000 per week thereafter until completion. The owner can request, giving valid reason for an extension to the contract period. Such request will be ruled upon by the Homeowners Architectural Committee.
- 7.2 The Contractor to provide to the HOA a monthly programme update in simple bar chart format.
- 7.3 It is compulsory for Contractors to attend site meetings as and when called for by the HOA.
- 7.4 Updated information to be provided as necessary of suppliers and sub-contractors, and emergency contact details.
- 7.5 The Contractor to check all construction on delivery, and colour schemes, against architectural guidelines for correctness.
- 7.6 Any variations or changes to the exterior or external appearance of the building must be notified and approved of by the HOA Aesthetic Committee prior to commencement. Any

new materials or products not yet approved must be accordingly submitted for consideration and approval.

- 7.7 Any work near the boundary which impacts onto, spills over, or effects or alters the existing ground shaping of the canal edges or the erosion protection measures of the embankment of waterfront properties, shall be resolved at the owner's cost, in conjunction with, and to the satisfaction of the HOA.
- 7.8 The landscaping and irrigation is an integral part of the building contract, and must include for irrigation and grassing of the verge or pavement area between the boundary and road curb. Corner stands shall require 1 street side only to be done. If this verge is already completed, the Contractor is to fully re-instate both irrigation and all planting.
- 7.9 The Contractor to comply with all Conduct Rules and Procedures as set out, and as updated or further instructed in writing from time to time, and generally co-operate with the HOA in all aspects of Estate security, safety, tidiness and good behaviour.
- 7.10 Environmental Considerations during Construction

Please note that these rules apply to every contractor, sub-contractor, and any other persons employed directly by the owner.

7.10.1 Scope:

This section deals with the work required to minimise damage to the environment and Estate in its broadest context, during the course of construction activities.

7.10.2 General

The contractor shall conduct his activities so as to cause the least possible disturbance to the existing amenities, whether natural or man-made, in accordance with all the currently applicable statutory requirements. Special care shall be taken by the Contractor to prevent irreversible damage to the environment.

The Contractor shall take adequate steps to educate all members of his workforce, as well as his supervisory staff, on the relevant environmental laws and protection requirements on this project.

The HOA may suspend the Works at any time, should the Contractor fail to implement, operate or maintain any of the environmental protection measures adequately.

The Contractor shall provide details of:

- i) Temporary traffic management
- ii) Proposals for the disposal of waste concrete wash water from concrete handling, paint, tile adhesive and grout of workers and waste construction materials.

- iii) Details of ablution and other facilities as well as maintenance thereof.
- iv) Fuel storage and dispensing area and bund design.
- v) Refuse disposal procedures.

7.10.3 Temporary Services and Facilities.

All fuel storage tanks shall be banded to 110% of the total storage capacity. Fuel dispensing areas and workshop areas shall be provided with an impervious hard standing drainage to an oil separator or sump.

7.10.4 Protection of Internal canals and lakes and Main Hartbeespoort Dam. The Hartbeespoort Dam and other watercourses and dams shall be protected from direct or indirect spills of pollutants such as garbage, sewage, cement, concrete wash out water, oils, fuels, chemicals, aggregate tailings, wash and waste water or organic material resulting from the Contractor's activities and especially paint, tile grout and adhesive. In case of a spill, prompt notice to the HOA and action shall be taken to clear polluted or affected areas.

The contractor shall conduct his activities so as to cause the least possible disturbance to the internal lake. Special care shall be taken by the Contractor to prevent irreversible damage to the environment. In order to achieve this it is recommended that contractors advise their clients that the retaining walls (where applicable) should be constructed before any work on the house commences. A fine of R1000.00 will be issued for any pollution whatsoever of the canals, internal lakes or main dam, per incident.

7.10.5 Refuse and Waste Control

7.10.5.1 Construction Waste:

All inert construction wastes, e.g. spoil material, waste concrete, stone, gabion basket off-cuts, timber, etc, shall be accumulated in designated areas and subsequently disposed of at registered refuse dumps. Papers and plastic waste must be disposed of such that they do not blow away in windy situations.

7.10.5.2 Hazardous Waste:

All hazardous wastes, e.g. oil, chemicals, oil filters and materials soiled with hazardous wastes shall not be ordinarily disposed of. All such waste shall be accumulated and stored properly on site, and removed at regular intervals to waste disposal facilities licensed to handle hazardous waste. All waste oil shall be returned to the suppliers.

7.10.6 Protection of Vegetation.

As far as practicable, the removal or destruction of vegetative cover, especially riparian vegetation, shall be avoided and the Contractor shall preserve all trees and plants, and shall not remove vegetation or fell trees without prior approval of the HOA.

At commencement, the HOA will identify to the Contractor any sensitive vegetation. The Contractor shall therefore demarcate such and undertake all necessary measures to ensure the protection of such vegetation.

7.10.7 Protection of the Fauna
The Contractor shall protect all fauna living within the Site and shall ensure that hunting, snaring, shooting, nest raiding or egg collecting does not occur.

7.10.8 Spoil Dumps and Stockpiles
Spoil dumps and stockpiles shall be established only in areas consented to by the HOA and shall be well managed and maintained. Stockpiled materials shall not be allowed to spill into undisturbed areas or watercourses.

7.10.9 Dust Control
The Contractor shall take appropriate measures to minimise the generation of nuisance dust as a result of his works, operations, and activities to the satisfaction of the HOA. Such measures shall include regular and effective treatment of gravel access roads and working areas, etc.

7.10.10 Noise Pollution
Having due regard for the proximity of residents, the Contractors shall provide all his equipment with suitable silencers, such that the maximum noise levels shall not exceed 60dB (A) and a maximum sound pressure level of 70dB (A).

7.11 Health and Safety compliance

All building contractors must adhere to the minimum requirements as specified by the Occupational Health and Safety Act and Regulations 85 of 1993. Meeting all the criteria of acceptance does not constitute automatic acceptance. The HOA must absolutely be assured and satisfied that the persons applying for approval will not be a safety and/or security risk to the Estate and or its residents.

To ensure a uniformed standard of compliance of the Estate Rules and applicable health and safety legislation the following program is being implemented to ensure legal and Estate compliance by all stakeholders during construction activities.

- An induction session. A member shall be subjected to attend the Estate's building regulations and health and safety induction session, together with the principle contractor, in an effort to inform and assist with compliance of Estate rules and applicable legislation. The principle contractor is to submit the documents listed in paragraph 5.2
- Regular unscheduled health and safety inspections of building sites on behalf of the HOA and member
- Periodic scheduled building site audits based on the Estate's health and safety standards
- Periodic document verification on required content of the safety file.
- Communication of the monthly audits to the HOA, member and principle contractor
- In the event of gross or recurring non-compliance with the building regulations and health and safety standards reflected by regular building site inspections and audits, in the interest of general compliance, members and principle contractors must attend meetings when requested by the HOA or its appointed agent/s to communicate, discuss the required corrective actions to be taken. In the event of

failure to adhere to the requests to correct non-compliance issues, construction activities shall be halted until the non-compliance issues have been rectified.

The above program commences on the date of the induction session and terminates when an HOA occupancy certificate has been issued. (Until such date the status of the site remains that of a construction site)

8 Connection Information, Pipes and Sleeves

- 8.1 Reticulation of services and connection information is available from the HOA Estate Office. The onus is on the building contractor to identify the underground services.
- 8.2 The contractor is to supply and install, at his cost, a supply line (25mm diameter Class 12 HDPE) pipe from the water meter (Installed by HOA) to the house. Cost of water meter will be for the owners account. This includes for a double consolidated stand, one connection only.
- 8.3 The disposal of storm water on site is to be resolved by the Building Contractor and the owner, in conjunction with the HOA, at the owner's cost.
- 8.4 Please note that the Electrical distribution network belongs to the Tshwane Council. All stands are serviced with 3-phase (40Amp/phase) connections.
- 8.5 Care must be taken not to cast concrete on electrical cables during the building phase. Provision for sleeves must be made in such cases.
- 8.6 Until further notice, the electrical reticulation is owned and managed by the Tshwane Council, and connection fees and consumption deposits are paid at their offices.
- 8.7 The Islands Estate is serviced by underground telephone sleeves and cables. All houses shall have approved sleeves linking the main Telkom reticulation to the house, whether the owner requires this service or not.
- 8.8 The guardhouse has a telephone "intercom" system installed which operates on the Telkom reticulation. No other sleeve or reticulation is required.

9. Final Clearance / Completion Procedure

- 9.1 The Owner / Contractor shall give the HOA at least 14 days notice of his intent to complete the building and call for final inspection.
- 9.2 The Contractor shall arrange a pre-final inspection with the HOA within this period, so that any outstanding work is satisfactorily completed before the final inspection.
- 9.3 At the final inspection, the Contractor to provide copies of:
 - 9.3.1 The Council's Occupancy certificate,
 - 9.3.2 The Council's Final Drainage certificate,
 - 9.3.3 The Electrical Certificate,
 - 9.3.4 The Structural Engineer's Certificate of Compliance,
 - 9.3.5 The Roof Engineer's Certificate,
 - 9.3.6 Termite Treatment Certificate,

- 9.3.7 Retaining Wall Engineers Certificate,
 - 9.3.8 A Letter confirming the Telkom Conduit is connected from manhole to the house.
 - 9.3.9 Request for refund of performance deposit.
 - 9.3.10 Glazing Certificate.
 - 9.3.11 Gas Installation Certificate.
 - 9.3.12 Retaining wall Indemnity letter Waterfront Property / Internal lakes.
- 9.4 The final inspection shall be aborted if any of the pre-inspection items have obviously not been attended to, and a further inspection date shall be arranged.
- 9.5 The Contractor shall be penalty fined if more than 2 final inspections need to be arranged.
- 9.6 The final inspection requirement shall include:
- 9.6.1 Compliance with the approved plan and exterior finishes,
 - 9.6.2 Completion and compliance to specifications of all external works including paving, fencing, irrigation and landscaping,
 - 9.6.3 The site entirely clean and tidy,
 - 9.6.4 Any damages to Estate or adjacent property and services recorded,
 - 9.6.5 Electrical power switched on.
- 9.7 Provided that all conditions and requirements have been met, a Certificate of Completion will be issued by the HOA.
- 9.8 Unless and until such Certificate of Completion is issued, the owner may not occupy the house or outbuildings, and the HOA reserves its rights to take measures against such occupancy.
- 9.9 For the re-sale of existing or completed houses, the HOA shall inspect and verify compliance of the house with its approved plans, and ensure that no illegal alterations or additions have been done. This verification to be provided before the HOA issues its levy clearance certificate for the property transfer.

B. CONTRACTORS SCHEDULES OF AMOUNTS PAYABLE

1. Contractor Types

- 1.1 Contractors shall be designated by the HOA as either:
- 1.1.1 **Deposit Contractors**
(Main contractors, alterations/additions contractors, pool, deck, jetty, landscape and paving contractors), or as
 - 1.1.2 **Non-deposit Contractors**
(Specialised small works supply-and-fit contractors, e.g. patio doors, TV satellite dishes, air-conditioning, maintenance, painters etc.)

2. Building Performance Deposits (As from February 2017)

2.1 Deposit Contractors

2.1.1 Main Contractors

2.1.1.1 The amount of this deposit shall be R30 000.00 per house contract, payable to the HOA, before work commences. 1/3 (One third) of this deposit will not be refundable as it will be used to administer the site tidiness and compliance to Estate Rules.

2.1.1.2 Bank guarantees are not acceptable.

2.1.1.3 It is an assumption of the HOA that this deposit is paid entirely by the building contractor, not the owner, and is specifically an arrangement between the HOA and the building contractor. The HOA shall have no reference or obligation to any owner of properties in the event of the owner having paid the deposit on behalf of the building contractor. This deposit will be held in trust by the HOA and will be used in the eventuality of the exterior construction work and improvements to the property not being satisfactorily completed. This deposit will also be used to remove any rubble or make good any damage caused by the kerbing, landscaping, community services, roads, irrigation, etc., and for any outstanding spot fines, and / or architect fees.

2.1.1.4 Performance deposit release

The final release of 2/3 (two thirds) of this deposit shall be subject to submission to the HOA of:

a) The HOA's occupancy certificate

b) The Local Authority's occupancy certificate

This deposit shall only be refunded within 14 days once all the above documents are submitted.

NB: The HOA reserves its rights to prevent occupation of any house if the above is not fully complied with.

2.1.2 Alterations/Additions Contractors

2.1.2.1 The amount of this deposit shall be R3 000.00/house contract of which 2/3 (two thirds) will be released after final completion and HOA certification.

2.1.3 Swimming Pool, Deck, Jetty, Landscaping, Painting and Paving Contractors

2.1.3.1 The amount of this deposit shall be R3 000.00 per pool or deck or jetty contract of which 2/3 (two thirds) will be released after final completion and HOA certification.

2.2 Non-deposit Contractors

2.2.1 Casual or Specialized Contractors (Air-conditioning, Glazing, DSTV etc.)

2.2.1.1 No deposit shall be payable.

2.2.1.2 This shall be reviewed in respective cases where the scope of the work may warrant protection of the Estate's interests.

2.2.1.3 As there is potential for damage to Estate property, and unsightly installations, etc., these contractors shall require daily authorisation by the HOA prior to their exit from the Estate.

3. Spot Fines

- 3.1 Shall be payable to the HOA immediately on being issued, or within 7 days,
- 3.2 Shall be issued for breach of conduct and site tidiness.
- 3.3 Shall be no less than R 500 at the sole discretion of the HOA.
- 3.4 Fines for a repeated transgression will be doubled and thereafter construction will be stopped until such time as the HOA deems that;
 - a) The site is acceptably clean;
 - b) The contractor will abide by the rules.

4. Security

Any contravention of security and access rules, and speeding on site, will be severely dealt with by the HOA, and depending on the nature and circumstances, could lead to suspension of building work, and barring of access to the Estate.

C. CONDUCT RULES FOR BUILDING CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS OPERATING WITHIN THE ISLANDS ESTATE

1. Site Access and Exit

- 1.1 The Contractor acknowledges he is aware that the Estate is a security Estate and will at all times adhere to security regulations and controls, and agrees to co-operate with Estate authorities in the interests of maintaining security on the Estate.
- 1.2 Detailed procedures will be made available by the HOA to Contractors that will include for security measures for authorised access and identification of vehicles and all personnel.
- 1.3 As improvements to the security and access controls are ongoing, these procedures will be reviewed from time to time.
- 1.4 Hours of Work.
Contractors may only enter the Estate after 06h30 in the morning and must vacate the Estate by 18h00, Monday to Friday. No labourers will be allowed to sleep overnight on

site. No employee may remain on the house site to “guard” the building. Contractors may negotiate with the HOA’s appointed security company for this service if required.

- 1.5 Weekend work will only be allowed in exceptional cases, and if arrangements have been made and approved of in writing by the HOA. Applications in this regard should be lodged with the HOA the Wednesday prior to the required date of weekend work.
- 1.6 No work will be permitted on public or builder’s holidays.
- 1.7 Only authorised vehicles will be allowed onto the Estate. There is a load restriction of 6 ton per axle and vehicles may be subject to weighbridge axle load testing by the HOA prior to being allowed entry. Excepting for roof truss deliveries, no articulated vehicles are permitted in the Estate, unless by special prior authorisation of the HOA. It is the obligation of the Contractor to notify his suppliers of this, and the HOA shall not entertain any claims for losses or damages in this regard.
- 1.8 Contractors must manage their sites by having small loads at a time taken from their bulk delivery yard, with deliveries to be scheduled for between 06h30 and 17h00 on weekdays only, except Fridays, when the last delivery must be by 12h00. All sites must be clean by Friday afternoon
- 1.9 Vehicles entering and exiting the Estate may be subject to a search by the Estate Security Personnel. All vehicles must be registered and licensed, and the driver must have a valid driver’s license.
- 1.10 Tools, equipment, machinery can only be taken out of the Estate if accompanied by a transfer note, signed and stamped by an authorised officer of the Contractor.
- 1.11 Materials can only be removed from site if accompanied by a transfer note signed and stamped by an authorised officer of the Contractor and the HOA.
- 1.12 **Points of Access**
Contractors shall only access and exit through the designated “Construction Gate”, on the western boundary, and specifically not through the main entrance gate.
- 1.13 Any contravention of security and access rules will be severely dealt with by the HOA, and depending on the nature and circumstances, could lead to suspension of building work, and barring of access to the Estate.

2. Contractors Labourers

- 2.1 Contractor’s labourers must wear overalls or shirts with the name of the contracting company visibly displayed on it. The choice of colours must be agreed to with the HOA before any work commences.
- 2.2 Labourers found not wearing the above dress will be fined by the Estate Security Personnel.
- 2.3 Labour must be employees of the contractor and only under limited circumstances will casual labour allowed on site. This shall be at the sole discretion of the HOA. Labourers must lodge a valid certified copy of their identity document at the construction access gate

which will be exchanged for an employee I.D. token. The certified copy of their I.D. document will be archived at the HOA.

- 2.4 The current procedures for contractor access control are as follows:
 - 2.4.1 The biometric application form for each worker to be completed by the principle contractor.
 - 2.4.2 Proof of enrollment fee (R100 Excluding Vat) per individual.
 - 2.4.3 Certified copy of ID to be handed in.
 - 2.4.4 Principle contractor will receive an application for his/her smart phone which will enable him/her to give access to his/her suppliers/sub-contractors via the Contractors Gate.
 - 2.4.5 All contractor vehicles will be issued with a magnet type identification number that which must be visibly displayed on the vehicle when on the Estate.

3. **Discipline**

- 3.1 The Contractor is responsible for the discipline of his labour, sub-contract labour and delivery personnel on site.
- 3.2 Labourers are not permitted to walk between the construction gate and the house site.
- 3.3 If any employee of a Contractor is found walking across the park areas he or his employer will be spot fined, and the employee liable to instant removal from the Estate.
- 3.4 No vehicles will be allowed to cross any part of parkland or to deviate from roads or recognised road routes. Any vehicle contravening this rule will attract a spot fine, be liable for instant removal from the site, and liable for damages sustained.
- 3.5 Vehicles with mechanical legs on trailers must use protection for possible road surface damage.
- 3.6 If any employee is found disturbing or endangering the animal, fish or bird life, or is found pilfering, stealing or removing material or goods off site without permission or is involved with any form of violence, the company who employs that person could be removed from site and both employee and the company could be denied the chance to undertake any further work on the Estate.
- 3.7 The Contractor is responsible for all his sub-contractors as well as their deliveries to site, and any damages caused by his own employees, sub-contractors employed by him or delivery vehicles delivering materials to his site, he is liable to pay for damages that may occur on the site. These damages also include damage to curbs, roads, plants, irrigation, and / or damage to private or Estate property.
- 3.8 The HOA will have the sole discretion as to the nature, extent and value of these damages, and the identification of respective vehicles and persons.

4. **Housekeeping, Safety and Tidiness**

- 4.1 The site is to be kept as clean as possible of building rubble and general cleaning and good housekeeping practice must take place during building operations.
- 4.2 The site must be screened off on four sides with forest fence or other HOA approved material of 1.8m high, at all times during building operations. The front side (canal side), 3 meters from canal (if applicable) must be erected at the start of building operations, and the other fences directly after completion of the ground floor slab with the only access being from the roadside during working hours. This access to be in the form of a lockable double farm gate 1.8m high with diamond mesh. The canal or lake side fence can only be removed when outside painting of the house is done (1st colour coat).
 - 4.2.1 If adjacent stand/s is empty, a temporary fence/s can be erected \pm 5m into these stands, only with the written consent of the owner of that stand. In this case the canal fence will link up with the side fences.
 - 4.2.2 When piling needs to be done, all four sides must be enclosed except for a \pm 5m opening for machines to go through (see also item 4.2.1 if more workspace is needed).
- 4.3 No concrete, dagha, cement or such may be temporarily stored, or mixed or prepared on any of the roadways, curbs and pavements.
- 4.4 Materials which are off loaded by a supplier or Contractor may not encroach onto the adjacent site, the pavement or roadway. Said materials to be offloaded at least 1 meter away from the street boundary (road reserve). Where suppliers fail to adhere to this, the responsible Contractor shall move the materials accordingly. The Contractor is also responsible for removal of any sand or rubble that may have washed or moved into the road.
- 4.5 The Contractor is to ensure that the roads and vicinity of his house site is always kept neat and tidy, including if materials or mud or spoil is being driven or dropped onto the road or sidewalk.
- 4.6 The Contractor shall provide adequate facilities for rubbish disposal and ensure that the workers use the provided facility and that the rubbish is removed daily. No rubbish may be burnt or buried on site. No form of paper, cement bags, tile off-cuts, ceiling boards, roof tiles, rubble, or the like is to be left lying around, nor be allowed to blow off the site.
- 4.7 Accumulation of hardcore for fill shall be neatly piled and covered with soil. With the HOA consent, on-site disposal dump or spoil zones may be arranged from time to time.
- 4.8 Being adjacent to the Hartbeespoortdam, and especially with the canals and lakes, pollution and contamination of groundwater and run-off water is particularly sensitive. Contractors shall ensure special care in their handling, disposal and cleaning up operations, with particular note to paint, tile grout, tile adhesive, cement and rhinolite, chemicals, oil and fuel, etc. Special preventative controls must be taken on canal and waterfront sites to avoid spillage
- 4.9 As the sewer treatment plant for the Estate cannot process unreasonable waste, Contractors shall treat the drains as though a septic tank system, and shall not allow

- foreign objects, items and construction materials as noted in 4.8 above, to enter the system.
- 4.10 Fires for cooking or any other purposes will not be permitted, and Contractors shall ensure approved alternative meal arrangements are made.
 - 4.11 The Contractor shall provide approved portable chemical toilet facilities for the workers. Adjacent construction sites may share toilets as approved by the HOA. Toilets and changing facilities shall be suitably positioned and screened with forest fence in such a way that the toilet cannot be seen from either the canals or street side, and kept hygienic.
 - 4.12 One approved building board shall be erected per site, and such board is to be erected neatly in the corner of each site. Boards are to be maintained in a plumb and level position throughout the contract, and must be removed immediately after completion of each house construction. This board to include for a standard safety warning.
 - 4.13 No Contractors, sub-contractors or suppliers boards of any kind will be allowed.
 - 4.14 Construction materials may only be delivered to the house site on an as-needs basis for installation by latest the Friday of that week, and surplus materials must not be allowed to visibly accumulate on the house site.
 - 4.15 The certificate of completion by the HOA includes for the site, and adjacent stand, to be entirely cleared of all rubble, surplus materials, and be impeccably clean, and the verge re-instated, all to the satisfaction of the HOA. A grass seeding of the adjacent stand may be necessary, and if so, to be done by the HOA at the owners cost.
 - 4.16 Contractor's vehicles and equipment shall not be parked or left overnight on the Estate, unless by extreme exception, e.g. piling and raft foundation, and will require the consent of the HOA.
 - 4.17 One container (\pm 50 litre) to be provided under drinking tap during construction phase.
 - 4.18 Building sites to be locked with chain and padlock when activities for the day end. A fine of R500 will be imposed on if not adhered to.
 - 4.19 It is compulsory to make use of mixing pans for the purpose of mixing any wet materials on site.
 - 4.20 The contractor and the owner MUST ensure that they comply with the Occupational Health and Safety Act, 85 of 1993, and the construction regulations. Owners and Contractors MUST specifically ensure that they adhere to sections 5 and 7 of the construction regulations.
 - 4.21 The HOA will assist owners by providing them with the following:
 - 4.21.1 A baseline risk assessment for the intended construction work, and
 - 4.21.2 The Islands Estate site specific Health and Safety Specification for the intended construction work as required by Section 5 of the Construction Regulations.

- 4.22 Owners MUST ensure that they are in possession of documents as per 4.21.1 and 4.21.2

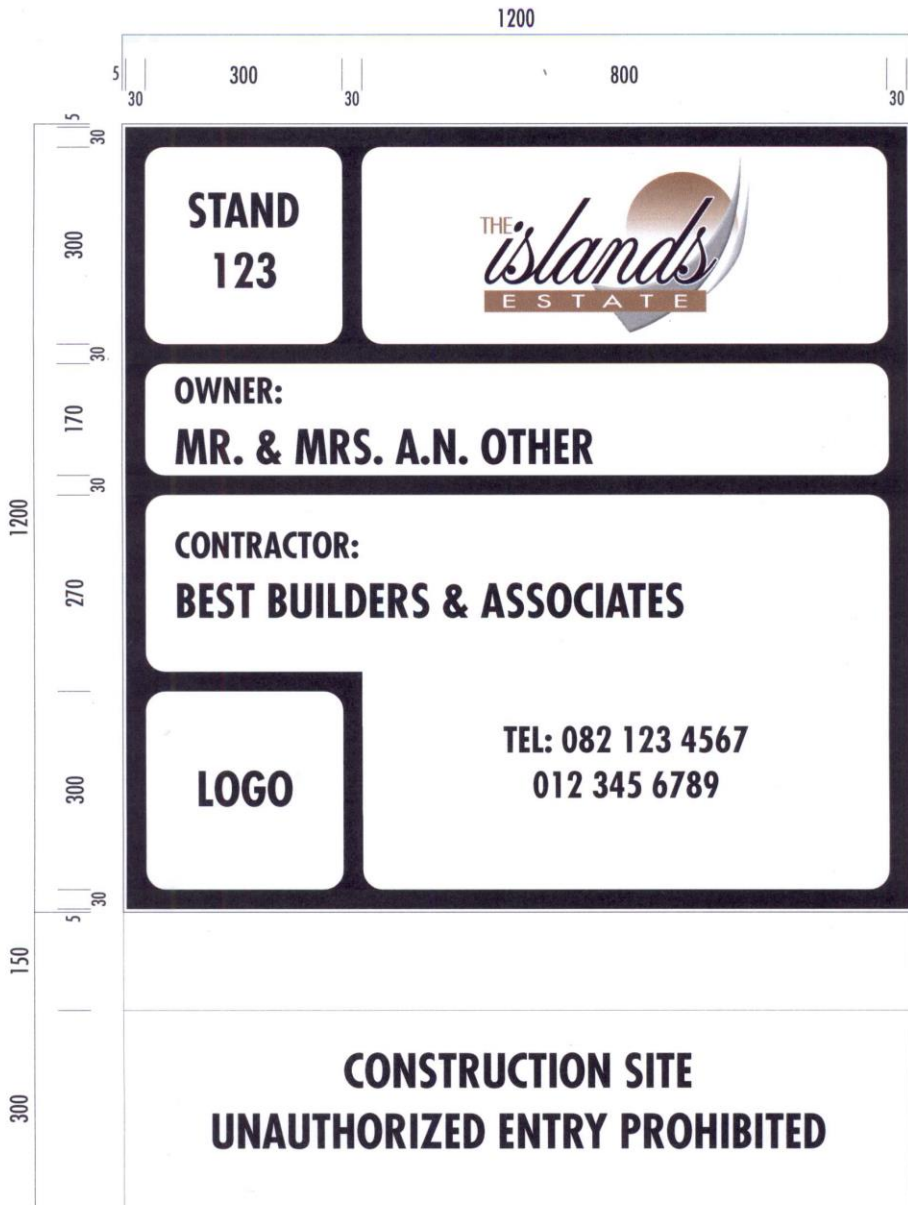
5. Contractors yards, storage and offices

- 5.1 A small contractor's yard could be allowed in certain cases e.g. where more than 2 houses adjacent to each other are under construction. Approval must be obtained from the HOA. Yard to be fenced off as per HOA specification.
- 5.2 A 6m x 2.5m x 2.5m high shipping container is allowed on site for storage purposes only during construction.

6. General

- 6.1 The speed limit is 30km/h and speeding and reckless driving will not be tolerated. Speed enforcement is done by way of camera. Due care must also be taken by all vehicles not to block the thoroughfare of roads.
- 6.2 No pets, birds, or domestic animals of the Contractors' will be permitted onto the Estate.
- 6.3 No fishing allowed.
- 6.4 Noise reduction is essential, and Contractors shall endeavour whenever possible to limit unnecessary noise, especially employee loud talking, shouting or whistling, radios, sirens or hooters, motor revving etc.
- 6.5 Contractors are expected to conduct their operation in a reasonable and co-operative manner. Should the HOA have any concerns with the conduct of the Contractor, his sub-contractors or his suppliers and any of their employees, the HOA may rectify as deemed necessary and / or reserve the right to suspend building activity either indefinitely or until such undesirable conduct is rectified, which it may do so at any time and without notice, and without recourse from the owner and / or Contractor and / or sub-contractor, and / or supplier.

7. Contractors Board



Red Lettering on White Background

NOTICE BOARD

Scale 1:10

8. Acknowledgement

The above document, Conduct for Building Contractors (**Revision 5**) **January 2020**, is acknowledged to be fully understood by the contractor and owner, who undertake to comply with all of the above, in addition to any further controls which may be instituted by the HOA from time to time in the form of a written notification and to ensure compliance by any sub-contractors employed by the contractor, and any suppliers to either contractor, sub-contractor, or owner.

OWNER	CONTRACTOR
Name:	Name:
Signature:	Signature:
Date:	Date:
Stand Number:	Stand Number:
Street Address:	Street Address:
Cell Number:	Cell Number:
E-Mail:	E-Mail: