



BUILDING CONTRACTORS

POLICY, RULES AND PROCEDURES GOVERNING BUILDING/CONSTRUCTION ACTIVITIES

INTRODUCTION

The Directors are authorized, from time to time, to make Rules governing any building activity and/or construction within Rietvlei Heights Country Estate.

Whilst these rules apply to Building Contractors, the onus rests with the Owner to ensure that the Contractor is familiar with these rules and the Estate Conduct Rules and Penalties Schedule and that they are adhered to. The owner will be held responsible for any transgressions by the Building Contractor and any penalties arising therefrom.

1. RULES AND PROCEDURES

1.1 Prior to commencement of any building activities, the Owner and Contractor must report to the Estate Manager for completion of Administrative processes.

1.2 All Building Contractor's employees who are going to be on site for longer than 5 days are required to be registered for issue of Identification/Access Cards. The necessary documentation is obtainable from the Estate Manager upon payment of the prescribed fee.

- 1.3** Once the Registration Forms have been completed, they must be taken by each Contractor employee, **WITH THEIR I.D. DOCUMENT**, to the Security Gate where registration procedures and issue of cards will be completed.
- 1.4** Access cards shall remain in the possession and under the control of each individual to whom such card has been assigned while such individual remains on the Estate.
- 1.5** Access Cards may not be given to any other person
- 1.6** Access Cards will be issued per building site for a maximum of 12 months per individual.
- 1.7** Cards not used for a period of 4 weeks will be de-activated after which the contractor will need to contact the Estate Manager for re-activation.
- 1.8** Lost or damaged cards must be reported immediately to the Estate Manager. Re-issue of lost/damaged cards will also attract a fee (as prescribed from time to time) per card.
- 1.9 IT IS INCUMBENT UPON ALL BUILDING CONTRACTORS/ OWNERS TO ADVISE THE ESTATE MANAGER IMMEDIATELY (SAME DAY) OF ANY OF THEIR EMPLOYEES THAT HAVE BEEN TERMINATED OR HAVE LEFT THE ESTATE FOR ANY OTHER REASON, SO AS TO ENSURE THAT ACCESS IS BLOCKED ON THE SECURITY SYSTEM.**
- 1.10** All Contractor workers must enter and exit the Estate via the Pedestrian Turnstile at the entrance gate. Under no circumstances may workers be transported into the Estate by vehicle without being processed through the security system.
- 1.11** Contractor workers are to restrict their movement to the site to which they have been registered and may not wander around the Estate.
- 1.12** Contractors may not enter the Estate before 7.00am on week-days and they must be off site by 17h00.
- 1.13** No Contractors will be allowed access over week-ends, public holidays, or during annual Builders shutdown as determined by the HOA from time to time.
- 1.14** Ad hoc Contractors, such as Plumbers, Electricians etc. may enter the Estate outside of the above hours for emergency work only.

- 1.15** The building site is to be kept neat and clean and no building materials or rubble shall be left on pavements.
- 1.16** Materials and/or rubble must be dumped or stored within the stand boundaries and it is the Contractor's and Owner's responsibility to clear communal areas of all such materials and/or rubble. The same applies to sand, mud or rubble washed or moved over a boundary during building operations.
- 1.17** Deliveries from suppliers must be scheduled in building hours.
- 1.18** One contractor's board may be erected on the stand without obstructing any view. The Board must be removed after completion of construction (no sub-contractor boards are allowed).
- 1.19** The Contractor shall provide toilet facilities, before commencing any building operations, in accordance with Local Authority regulations.
- 1.20** The contractor shall provide facilities for rubbish and/or rubble disposal and ensure that his workers use such facilities. Rubbish and/or rubble shall be removed on a regular basis.
- 1.21** Owners of new homes are required to effect payment of a building deposit, as determined by the Directors from time to time, prior to commencement of building activities. The deposit is refundable once the building has been completed **provided** that there have been no breaches of these rules, the Estate Conduct Rules or any other regulations issued by the Directors from time to time, in which case any penalties or other charges will be recovered from such building deposit.
- 1.22** In the event of a breach of these Rules and/or the Estate Conduct Rules, the Board may suspend all building activities and disallow access to the Estate until such breach has been remedied to the satisfaction of the Board of Directors.
- 1.23** Any Contractor being afforded access to the Estate shall, at all times, be familiar with and subscribe to the terms and conditions set out herein which, at all times, shall remain binding in all respects on each Contractor and the Owner of who engages the services of the Contractor.
- 1.24** The Contractor and his employees and all sub-contractors and their workers shall adhere to the Security protocols and to the Estate Conduct Rules.

2. SUPERVISION AND MANAGEMENT OF LABOUR

The Contractor assumes full and ultimate responsibility for the actions and omissions of any labourer, artisan or any other individual who attends on the Estate at the specific instance and request of the Contractor.

In this regard, and without derogating from the foregoing, it is particularly agreed that:

- 2.1** Any individual undertaking work within the Estate shall be transported by the Contractor or his duly authorised agent to and from the Unit or site in respect of which work is being undertaken.
- 2.2** The Contractor shall ensure that a screen wall in the form of a shade cloth not less than 50% density is placed around the entire building site and that such screen walling is to the entire satisfaction of the Estate Manager.
- 2.3** The Contractor shall ensure that any individual undertaking work on the working site in question is supervised and duly monitored at all times whilst within the Estate.
- 2.4** The Contractor shall, likewise, ensure that the necessary and reasonable measures are taken by him in order to prevent pollution, contamination or a nuisance to any other person in the Estate.
- 2.5** Any vehicle being afforded access to the Estate for the purpose of the Contractor executing the duties required of him shall not stay overnight within the Estate.

3. LIABILITY AND GENERAL

- 3.1** Any damage occasioned to any common property in the Estate by virtue of any action or omission of the Contractor or any of the Contractor's invitees or agents shall be the sole and entire responsibility of the Contractor. In this regard, the property Owner shall, on demand, be required to effect payment in respect of any damage which may be occasioned to any such property under the circumstances referred to herein and any default or omission in this regard from the Owner shall afford the Estate Manager the sole and unfettered discretion of precluding the Contractor further access to the Estate until such time as the amount of the damage has been settled to the satisfaction of the Estate Manager.

3.2 The Contractor shall ensure that any working site on which the Contractor is engaged is left in an orderly, neat and satisfactory condition at the end of each working day and no building materials shall be placed on the roads or verges at any time.

3.3 All site refuse, litter, rubbish and additional materials shall be removed by the Contractor on the termination of the contract.

3.4 It shall remain the obligation of the Contractor to supply adequate hygienic toilet facilities to the Contractor's labourers and visitors at all times. Any arrangement for the use of water and electricity must be concluded between the Contractor and the Owner of the unit in respect of which any work is being undertaken by the Contractor. It is specifically acknowledged and understood by the Contractor that it is prohibited for him to utilise any water from the Estate or any other stand (unless authorised thereto by the Owner in writing) .

3.5 The Contractor is responsible for the provision of a store facility for storage of all material.

3.6 No labourer, artisan or any other individual working on the site may stay overnight within the Estate.

4. ANCILLARY OBLIGATIONS

4.1 A speed limit of 30 kilometres per hour is adhered to at all times by the Contractor and any of his agents, labourers or invitees.

4.2 The lighting of fires is strictly prohibited.

4.3 He and all his personnel and sub-contractors shall comply with all statutory, environmental, social and safety requirements in accordance with applicable legislation, by-laws or regulations.

5. GENERAL

5.1 It is the ultimate responsibility of the Owner of the property who has engaged the Contractor to ensure that there is due observance and compliance with the provisions of these policies and procedures. Any penalties arising from the conduct of a Contractor will imposed upon the Owner.

5.2 The Directors may, without prejudice to any further rights available to the Directors, deny a Contractor access to the Estate in instances where the Board of the Homeowners Association or the Estate Manager are of the view that access to

the Estate by the Contractor may jeopardise the security, safety and well-being of the Estate or any of the Owners, Tenants or visitors thereto.

5.3 In instances where any fines remain unpaid, the Directors shall reserve the right, at all times, to ensure that the entire amount of any indebtedness in this regard is recovered from the Owner who shall assume ultimate and joint responsibility for the actions and omissions of the Contractor or any person gaining access to the Estate for the purpose of effecting work or any other business on that Owner's working site.

5.4 The Directors assume no liability or responsibility for the wellbeing, safety and protection of any Contractor, worker, employee, sub-contractor or any other individual attending on the Estate for the purpose of executing any work on any site.

ACCEPTANCES

I (Printed Name) _____

Being the Owner of Stand No. _____ hereby acknowledge having received a copy of the following documents:

1. Rietvlei Heights Country Estate Policy, Rules and Procedures Governing Building/Construction Activities.

2. Rietvlei Heights Country Estate Conduct Rules and Penalties.

I have read and understand the contents of these documents and agree adhere to the provisions contained therein.

I accept that I will be held responsible for any breach of the Rules and Provisions contained in these documents by my appointed Contractor.

Signed by Owner _____

Witnessed by Estate Manager _____

At Pretoria on _____

I (Printed Name) _____

Being the appointed Building Contractor on Stand No _____ hereby
acknowledge having received a copy of the following documents:

1. Rietvlei Heights Country Estate Policy, Rules and Procedures Governing Building/Construction Activities.
2. Rietvlei Heights Country Estate Conduct Rules and Penalties.

I have read and understand the contents of these documents and agree to adhere
to the Provisions contained therein.

Signed by Contractor _____

Witnessed by Estate Manager _____

At Pretoria on _____

PENALTIES APPLICABLE TO BUILDING CONTRACTORS

INFRINGEMENT/OFFENCE	1 st Offence	2 nd Offence	3 rd Offence	4 th Offence	Subsequent Offences
Failure to comply with Estate rules, regulations and policies whilst undertaking work on the Estate	Written Warning	R5000.00	R10 000.00	R20 000.00	Removal from Estate
Failing to ensure that staff do not leave the relevant building site (per person)	Written Warning	R500.00	R1000.00	R2000.00	Removal from Estate
Failing to ensure that staff do not walk through the Estate to and from site (per person)	Written Warning	R500.00	R1000.00	R2000.00	Removal from Estate
Failing to enter the Estate via the pedestrian turnstile.	Written Warning	R500.00 per person	R1000.00 per person	R2000.00 per person	Removal from Site
Working outside the approved hours without authority from a Director (per person)	Written Warning	R500.00	R1000.00	R2000.00	Removal from Estate

INFRINGEMENT/OFFENCE	1st Offence	2nd Offence	3rd Offence	4th Offence	Subsequent Offences
Failing to notify Estate Manager of Staff changes (per person)	R250.00	R500.00	R750.00	R1000.00	R5000.00
Failing to keep site neat and clean	Written Warning	R500.00	R750.00	R1000.00	R5000.00
Dumping/storing material outside building site.	Written Warning	R500.00	R750.00	R1000.00	R5000.00
Failure to provide facilities for rubbish disposal.	Written Warning	R500.00	R750.00	R1000.00	R5000.00
Failing to regularly remove rubbish/rubble from site.	Written Warning	R500.00	R750.00	R1000.00	R5000.00
Failing to clear spillage	Written Warning plus cost of cleanup	R2000.00 plus cost of cleanup	R4000.00 plus cost of cleanup	R5000.00 plus cost of cleanup	R10.000.00 plus cost of cleanup.
Failing to repair damage to Estate property	Written Warning plus cost of repair	R2000.00 plus cost of repair	R4000.00 plus cost of repair	R5000.00 plus cost of repair	R10.000.00 plus cost of repair
Failing to replace damaged trees	Written Warning plus cost of replacement	R500.00 plus cost of replacement	R1000.00 plus cost of replacement	R1500.00 plus cost of replacement	R3000.00 plus cost of replacement
Failing to enclose site with approved screen wall	Written Warning	R500.00	R750.00	R1000.00	R5000.00
Failing to prevent pollution, contamination or nuisance to other residents.	Written Warning	R1000.00	R2000.00	R3000.00	R5000.00
Failing to clear site of rubble/material at conclusion of Contract	R1000.00	R1500.00	RR2000.00	R2500.00	R3000.00
Failing to immediately report lost Access Card	Written Warning	R500.00 per person	R750.00 per person	R1000.00 per person	R2000.00 per person