

<b>OFFICE USE CHECKLIST</b>	
<b>CONTRACTOR SIGNED</b>	
<b>HOA SIGNED</b>	
<b>INVOICE ISSUED</b>	
<b>INVOICE PAID</b>	
<b>NHBRC ENROLMENT</b>	



## **BUILDERS RULES AND REGULATIONS AGREEMENT**

**entered into by and between:**

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(Name of building Contractor)

**“the Contractor”**

**and**

**Altona Village Property Owners Association**

**“the POA”**

<b>ADDRESS</b>	
<b>ERF NUMBER</b>	
<b>PROPERTY OWNER:</b>	
<b>PRINCIPLE CONTRACTOR:</b>	



## **INTRODUCTION**

The aim of this agreement is to ensure a harmonious relationship between residents and building activities that will occur within the Altona Village development (“the development”). The terms and conditions set out below are intended to ensure that the quality of life and security of residents are not unduly compromised by the building activities whilst allowing Contractors to work efficiently.

The POA is responsible for enforcing the provisions of this agreement. Strict compliance with all the provisions of this agreement is required and any transgressions or non-compliance will result in fines and penalties being issued, the Contractor at its cost being responsible to remedy such transgressions or non-compliances and/or the Contractor being removed from the estate.

This agreement must be read in conjunction with other related Altona Village documents, including, but not limited to, the following:

- POA Constitution; and the
- Architectural and Landscaping Design Guidelines.

***Take Note: Each owner and Contractor needs to enter into a building contact.***

Now therefore the POA and the Contractor do hereby agree that the following conditions will be applicable to all building activities carried out within the development.

### **1 APPOINTMENT**

- 1.1 The Contractor has been appointed by the owner of the erf to construct a residence and outbuildings on the owner’s erf.

### **2 QUALIFICATIONS OF BUILDER**

- 2.1 Only builders registered with NHBRC will be permitted to do any work within the development.
- 2.2 An owner/builder who is registered with the NHBRC will be permitted to do his own building works.

### **3 RULES APPLICABLE PRIOR TO COMMENCEMENT OF CONSTRUCTION**

The Contractor or owner builder as the case may be, shall, before commencing with any building activity:

- 3.1 Pay a deposit of R3,000 in respect of each building site on which building activities are



to be carried out. A special request may be made by the Contractor or owner builder to the POA to reduce the deposit should work be done on multiple sites. Such amount shall be over and above any amount payable in terms of the Constitution of the POA and Architectural and Landscaping Design Guidelines. The POA is authorised to deduct any amounts from such deposit, for any non-compliance with this agreement, in its sole and absolute discretion. In the event of any deduction, the Contractor shall replenish the deposit and may not carry out any building works as long as the deposit has not been so replenished.

- 3.2 Erect and maintain a builder's information board on the relevant erf for the duration of the building activities and remove such board not later than 5 days after completion of the works. The Builders Information board must be 815mm (high) by 1,213mm (wide).
- 3.3 Be in possession of a valid connection agreement for the provision of water and electricity to the erf.
- 3.4 Provide all sanitary arrangements for the staff on site in the form of portable toilets of neat construction with doors and locks and shall be secured to prevent them from blowing over. Connection to the sewer system is prohibited except house connection just before handover.
- 3.5 Obtain all the necessary wayleaves, permissions or permits applicable to working near any existing services or other infrastructure on site, and shall abide by any conditions imposed by such wayleaves, permissions or permits and ensure they are kept on site and are available for inspection by the relevant service authorities on demand.

#### **4 RESPONSIBILITY**

- 4.1 The Contractor is responsible for all his employees, sub-Contractors and delivery vehicles to ensure adherence to these rules.
- 4.2 Throughout the construction/erection of the building work/improvements the Contractor is responsible for the discipline and control of his employees and/or sub-contractors and is responsible for any damage caused to any part of the development by any supplier of materials or any other person instructed by or employed by the Contractor and or sub-contractors in respect of the work undertaken on the erf.
- 4.3 Where South African National Standards (SANS) specifications or a code of practice exists, it must be adhered to. The following acts, regulations and specifications shall take prevalence unless stated otherwise:
  - 4.3.1 SANS 10400, The code of Practice for the Application of the National Building Regulations.



- 4.3.2 Local Municipal Fire Regulations .
- 4.3.3 Local Municipal by laws.
- 4.3.4 SANS 10111: Engineering Drawings, Part 1: General Principles.
- 4.3.5 JBCC Principal Building Agreement: Edition 6.1 March 2014
- 4.3.6 OHS Act -Occupational Health & Safety Act No. 85 OF 1993, and Regulations
- 4.3.7 SANS – South African National Standards

4.4 Where reference is made to any Code of Practice or Standard in this document the latest edition or amendment shall be applicable, except where specified to the contrary. This list is not exhaustive, and the Contractor shall apply such other standards and regulations he seems fit to deliver a fit for use product.

4.5 Where a SANS or SABS Standard does not exist for a specific item or issue the relevant IEC or BS Standard shall be applicable.

## **5 BUILDING ACTIVITIES**

5.1 The Contractor undertakes to familiarize himself, and to build in accordance with, and not deviate from, the provisions of the Architectural and Landscaping Design Guidelines.

5.2 The Contractor shall acquaint himself with the site and the conditions on site. The minimum or no disruption to service shall be planned for and the Contractor shall commit himself to this.

5.3 The Contractor shall comply with the Occupational Health and Safety Act, Act 85 of 1993 as amended (OHS Act) and with the Construction Regulations 2014. All the work included in this contract shall be managed in accordance with all the relevant regulations of the OHS Act and, for the purposes of complying with the Construction Regulations 2014 shall be deemed to be “construction work”. The Contractor shall be responsible for all costs associated with health and safety

5.4 The Contractor is required to ensure that a responsible person is on site always to control and oversee all building activities. Such a person must be available on site at all time during building hours to receive and sign for deliveries and estate documentation including fines. If nobody is available to sign for such documentation, it will be noted as 'no foreman on site', a STOP WORK notice, plus a fine will be issued and the workers/staff will be required to leave the development.

5.5 It is the property owner's responsibility to make sure that all pegs required for building work/improvements are correctly placed by engaging the services of a registered land surveyor. These pegs are to provide a clear indication of the erf area boundary. No activity is to take place beyond these pegs. Contractor and any service provider's employees are not permitted outside the erf area.



- 5.6 These erf areas have been predetermined and approved, pegs must be put in place by the building Contractor, between the four surveyed points of the erf area. These are to be placed before the erection of the shade cloth barrier and are to remain in place until all landscaping is complete.
- 5.7 The Contractor will be required to screen off the erf with a 1,8m high dark green builders shade netting screen (minimum requirement is a density of 80%), with one entrance delivery gate that shall be secured after hours.

COMPOSITION	HDPE, high light-fastness pigments and UV stabilisers
COLOUR	Dark Green (Black and Green yarns)
COVER FACTOR	80%
WIDTH	1,8 metre
ROLL LENGTHS	50 metre (also supplied to order)
MASS	165 gsm
FIXING MEANS	Eyelets (button-holes) both sides and centre

- 5.7.1 All poles must be kept spirit level straight and netting must be tight.
- 5.7.2 Netting must be erected before commencement of any building work / improvements on the erf.
- 5.7.3 Poles must be equidistant and planted deeply enough to prevent sagging even during strong wind conditions.
- 5.7.4 Nets are to be kept neat and tight for the duration of the project. If netting must be removed for whatever reason, permission must be obtained in writing from the POA and a date must be set for the replacing of netting. Support for poles may not be installed towards the outside of the netting.
- 5.7.5 Netting may be removed for the building of boundary walls, and netting must be replaced in all areas where the boundary walls are less than 1.5-meter-high if the project is not yet completed.
- 5.7.6 If see-through palisades are erected before completion of the rest of the building work/improvements, then netting must be replaced on the inside to keep screening the site.



## 6 SITE SPECIFIC RULES

### 6.1 Hours of Work and Delivery

Working hours on the development are as follows:

6.1.1	Monday - Friday	07:00 to 18:00
6.1.2	Saturdays	08:00 to 14:00
6.1.3	Sundays	No work allowed
6.1.4	Public Holidays	No work allowed

Delivery hours on the Estate are as follows:

6.1.5	Monday – Friday	08:00 to 16:00
6.1.6	Saturdays/Sundays	<u>No Deliveries allowed</u>

Special arrangements can be made for delivery of concrete and trusses outside of the delivery hours. Arrangements to be made a **one-day prior** by telephone arrangements with our Estate Manager, Wiekus von Landsberg on 081 270 6667/ by email to: [altonavillagehoa@gmail.com](mailto:altonavillagehoa@gmail.com)

6.2 The Contractor is expected, always, to keep his building site and surrounds neat and tidy, including roads.

6.3 The Contractor must store all materials within the erf area. To this end Contractors are allowed two standard 6m shipping containers or builders huts not larger than 6m x 3m for offices and stores containers per erf, one for storage and one as a site office, subject to the following: the hut/container must

6.3.1 be painted;

6.3.2 be removed from the ERF before the Occupation Certificate is issued

6.4 A site information board and OHS Signage will be required at every building site, the cost of which will be for the building Contractor's account. The information board will be made up of a durable material and contain the erf number, owner's name and telephone number, Contractor name and telephone number, site responsible person's name and telephone number, and the POA Security number for emergencies

6.5 No open fires or naked flames for heating or cooking shall be allowed on site, without the prior permission of the POA.

6.6 Smoking is allowed only in designated area within the building site.

6.7 The ratio of ablution facilities for workers on each building site should not be less than that required by the Construction Regulations of 2014 of the Occupational Health and Safety Act, which is at least one sanitary facility per building site for each sex and for every 30 workers on site The Contractor shall supply toilet paper at all toilets which must be kept in a clean, neat and hygienic condition.



- 6.8 Restricted areas shall be designated for eating purposes within the site enclosure. Sufficient refuse bins, at least one per building site, with lids must be supplied at all eating areas. These bins shall be cleaned regularly. Furthermore, no person will be allowed to feed or leave food for wild animals, including birds.
- 6.9 A register of workers present on site must be maintained and be available on site for inspection.
- 6.10 If the site is closed for a period exceeding one week, the Contractor, in consultation with the POA shall carry out the following checklist procedure:
- 6.10.1 Hazardous materials stores:
    - 6.10.1.1 Outlet secure/ locked;
    - 6.10.1.2 Bund empty (where applicable);
    - 6.10.1.3 Fire extinguishers serviced and accessible;
    - 6.10.1.4 Emergency and contact details displayed.
  - 6.10.2 Safety:
    - 6.10.2.1 All trenches and manholes secured;
    - 6.10.2.2 Fencing and barriers in place as per the Occupational Health and Safety Act (No 85 of 1193);
    - 6.10.2.3 Emergency and Management contact details displayed;
    - 6.10.2.4 Stockpiles wedged/ secured.
  - 6.10.3 Erosion
    - 6.10.3.1 Wind and dust mitigation in place;
    - 6.10.3.2 Slopes and stockpiles at stable angle.
  - 6.10.4 Water contamination and pollution
    - 6.10.4.1 Cement and materials stores secured;
    - 6.10.4.2 Toilets empty and secured;
    - 6.10.4.3 Refuse bins empty and secured;
    - 6.10.4.4 Drip trays empty and secure (where possible);
    - 6.10.4.5 Structures vulnerable to high winds secure.
  - 6.10.5 Electricity connection points shall be secured as per relevant legislation against environmental impact and tampering
- 6.11 Electricity and Electricity Meters
- 6.11.1 A mandatory, non-refundable electrical connection fee will have to be paid “upfront” simultaneously with a water fee (see clause 6.12.1), before the start of the building project. The electricity connection fee currently amounts to R 2,500.00.



- 6.11.2 Single and Three phased (where applicable) electrical supply connections assigned to every individual erf will be available on site, connected to the Breede valley Municipality mains, and must be considered as live at all times. Activation of electricity supply will require a Certificate of Compliance from a duly certified professional electrician, and a safety inspection by the appointed POA Competent Person, the cost of which will be for the Contractor's account.
- 6.11.3 The POA approved electricity meter is available from POA or nominated Contractor.
- 6.11.4 Inspection and activation of building Contractor's electrical distribution box and final house connection, inspection and activation of electricity to be arranged and paid for with the POA directly.
- 6.11.5 Strictly **no mechanical excavation** work permitted within a 3-metre radius of the supplied electrical cable. Work which needs to be undertaken within a 3-metre radius may only be undertaken by hand excavation. The Contractor will be held liable for any damages, loss and repair work should the main electrical supply cable be damaged on site.
- 6.11.6 Once electrical connections to the dwelling have been established, the Contractor must disconnect the main electrical supply to the erf on site and ensure that the cable is submerged at a depth of 500mm in to the ground.

6.12 Water and Water Meters

- 6.12.1 A mandatory, non-refundable water meter fee will have to be paid "upfront" simultaneously before the start of the building project. The water fee provides for the total water consumption for the building project as well as the cost of the water meter. The water fee is determined as follows, based on the size of the total under roof area of the building project:

Total floor area in m <sup>2</sup>	Water Fee
0-150	R 5,000.00
150-200	R 5,500.00
200-250	R 6,000.00
250 and larger	R 6,500.00

- 6.12.2 Potable water for drinking and construction purposes will be available on each site, connected to the Breede Valley Municipality mains.
- 6.12.3 The POA approved Water Meter is available from POA or nominated contractor.
- 6.12.4 The building Contractor shall always ensure that the erf water meter is





protected, accessible for readings and to ensure that it stays in a working condition, may not be tampered with or moved.

- 6.12.5 Water available only through a POA approved metered connection to the specific erf.
- 6.12.6 Only approved plumbing connection by registered plumber allowed.
- 6.12.7 Opening/closing of water supply from development mains only available through POA or nominated contractor.
- 6.13 Installation of Solar PV Systems by Residents:
  - 6.13.1 Residents who wish to install solar PV systems of any form (grid-tied, hybrid or off grid) shall submit their applications for approval on a form prior to committing themselves with a supplier/ installer of these systems. Only installers who are accredited with the South African Voltaic Industry Association (SAPVIA) will be allowed to install PV systems in the village.
  - 6.13.2 If the position of solar panels is shown on an approved building plan, it does not mean that the installation is approved. An official and separate application has to be lodged with the Home Owners Association at Sotheby's Realtors, 163 Church Street, Worcester. Forms are available from the Gatehouse.
  - 6.13.3 A scrutiny fee will be payable for any installation requests submitted to the Home Owners Association.
- 6.14 During the period of building activities the Contractor shall ensure that a copy of the working drawings and plans in respect of the building work/improvements is on site and available always to the building contractor's employees, as well as being available for inspection by the POA or its duly appointed agent during all working hours.
- 6.15 Refuse refers to all solid waste, including building rubble (i.e. cement bags, wrapping materials etc.), waste and surplus food, food packaging, organic waste and the like. The Contractor shall ensure that all refuse is deposited in closable refuse bins, which he shall supply and arrange to be emptied on a regular basis. All refuse must be collected daily and placed in closable bins and removed from the development weekly by the building Contractor or an approved service provider at the building Contractor's cost. Without detracting from the generality of the above mentioned, the building Contractor specifically acknowledges that all empty cement bags, plastic and other loose material must be removed from the development so as not to contaminate the development, or any aspect thereof. In particular:
  - 6.15.1 Refuse bins shall be of such design that the refuse cannot be blown out and that animals are not attracted to the waste and cannot spread it around. Refuse bins must be watertight, wind-proof and animal proof.



- 6.15.2 Refuse bins must be closed off either with a grid/ net at the opening.
- 6.15.3 Refuse shall not be burnt or buried on the site.
- 6.15.4 The Contractor shall provide laborer's to clean-up the site daily.
- 6.16 At the end of the contract the Contractor shall also clean the site of all structures, equipment, residual litter and materials.
- 6.17 The Contractor and its employees, its sub-contractors and their employees, or suppliers may not do anything which, in the opinion of the POA, is noisy, unsightly, injurious, objectionable, detrimental, a public or private nuisance, a source of damage to any owner, tenant or occupier of any erf in the development.
- 6.18 Access by any of the Contractor's personnel outside the demarcated work area or property area is strictly prohibited and a fine will be issued for non-compliance.
- 6.19 If possible, all vehicles associated with a building site should be parked on the site and not outside on or along the near road verges. Parking on road verge allowed only if no landscaping has been installed (2 wheels on road, 2 wheels on road verge). No overnight or after hour parking allowed.
- 6.20 There shall be no washing of vehicles within the development.

## **7 STAFF INDUCTION AND IDENTIFICATION**

- 7.1 All contractors will present an induction course on the contents of this agreement to their personnel, service providers and sub-contractors as well as major suppliers prior to them commencing work on the development. All contractors, including the foreman and supervisors working on the building site and sub-contractors (painters, plumbers, electricians, carpenters, pavers etc.) all must be wearing Altona Village bibs available at the Sotheby's office.
- 7.2 The Contractor and all his personnel shall be registered on the POA access system on appointment by the owner. Only personnel with a valid South African ID, Driver's License or Passport may enter the estate.
- 7.3 Sub-contractors, service providers and deliveries will be required to present documentary proof, with specific reference to the property involved as well as valid ID, Driver's License and/or Passport for all persons requiring access.  
  
There will be a strict NO IDENTIFICATION NO ACCESS policy enforced.
- 7.4 The use of intoxicating substances such as alcohol or drugs is strictly prohibited. Intoxicated staff will not be permitted onto the Estate.



- 7.5 The conduct of contractors, sub-contractors, service providers and their personnel should be exemplary always. The Contractor is always responsible for his sub-contractors, suppliers and employees whilst on the development, including, but not limited to any damages caused by such sub-contractors, suppliers and or employees whilst on the development.

## **8 PENALTIES AND FINES**

- 8.1 Penalties will be imposed for the breaching of the provisions of this agreement. The penalty is over and above the cost of rectifying the problem and/or damage.

- 8.2 Penalties may, depending on the seriousness of the breach, include:

8.2.1 Fine/s which will vary on a sliding scale as determined by the POA, fines will be deducted from the builders deposit, and/or

8.2.2 Denial of access to the estate until such time and under such conditions as determined by the POA, the fine has been paid, or the builders deposit has been updated or the misconduct has been resolved, and/or

8.2.3 Instruction to cease construction activities until such time and under such conditions as determined by the POA.

## **9 DELIVERIES**

- 9.1 All delivery vehicles shall be fully informed as to the erf number. Delivery vehicles not informed of the erf number will be denied access

- 9.2 All delivery vehicles shall leave the development immediately once the delivery is completed. Deliveries shall be affected only during the allowed construction hours recorded herein.

- 9.3 Any vehicles spotted with oil leakage at the security gate will be denied entry.

- 9.4 No vehicles larger than double diff and no articulated trucks will be allowed to enter the estate.

- 9.5 The delivery of concrete has the potential of causing the most damage to the road surfacing and vegetation. It is the responsibility of the building contractor to inform the suppliers of concrete of the existing rules regarding concrete deliveries and the exact address to insure access. no washing-off concrete delivery vehicles allowed inside the perimeters of the estate and accidental spillage and runoff must be contained within the site. under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road if it occurs.

- 9.6 The repairs of any damage incurred by concrete trucks will be for the account of the



Contractor.

## **10 SECURITY**

- 10.1 The erf is situated within a security and controlled area. Consequently, no private night watchmen will be allowed on the development.
- 10.2 The Contractor will comply with all instructions by the security personnel appointed by the POA;
- 10.3 The Contractor's staff shall be transported to the relevant building site and shall not stray from that site; Therefore, all personnel must be driven to and from the building site and will not be allowed to walk through the main gate, they have to stay on site until transport is arranged to leave the building site.
- 10.4 Each Contractor shall apply to the POA for an access tag authorizing him access to the development for the duration of the building activities.
- 10.5 Each Contractor shall follow and adhere to the access requirements as set out by POA and amended from time to time.

## **11 BUILDING PLAN CONTROL**

- 11.1 The Contractor shall ensure that there is an approved building plan on site at all times that is available for inspection by a representative of the POA.
- 11.2 Any changes or amendments to approved building plans must be submitted to the POA for approval and may only be implemented after receipt of said approval in writing.

## **12 SPEED LIMIT**

The speed limit in the development for all Contractor vehicles, and those of their sub-Contractors and suppliers will be 30km per hour.

## **13 ROADS AND ROAD RESERVES**

- 13.1 Contractors must ensure that the roads adjoining the site are swept clean at all times so as to prevent damage to and preserve the life of the road surface.
- 13.2 Contractors must ensure that sidewalks and curb stones adjoining their respective building sites are sufficiently protected against damage from building activities.
- 13.3 Contractors must place a 110mm sleeve pipe underneath all paving/ driveways on the curb to allow the HOA to run irrigation lines. Contractor to advise HOA of where the pipe is located and ensure sufficient extra length of pipe with closed of ends to indicate both entry and egress of the pipe on the driveway/ paving.



13.4 Building material must be stored on site and if for any reason it becomes necessary to use the road reserve adjoining the site for storage, prior written permission must be obtained from the POA.

**14 DISRUPTION OF ELECTRICITY**

The POA shall not be held liable for damages and costs incurred by owners and/or residents due to power surges, fluctuations or disruptions.

**15 ADVERTISEMENTS**

Neither the Contractor, nor his sub-Contractors may place any boards on the site other than the builder information board provided for in 6.4.

**16 CONTRAVENTION OF THIS AGREEMENT**

In the event of a breach of this agreement by the Contractor or an owner builder, the POA may raise a fine of at least R500 per contravention, and in the event of repeated contraventions, the POA may stop all building activities by the Contractor.

**17 PARTICULARS OF CONTRACTOR**

NAME: .....

CONTACT PERSON: .....

PHYSICAL ADDRESS: .....

.....

POSTAL ADDRESS: .....

.....

EMAIL ADDRESS: .....

TELEPHONE: .....

FAX: .....

MOBILE PHONE: .....

ERF NUMBER: .....

**18 PARTICULARS OF OWNER**



NAME: .....

CONTACT PERSON: .....

PHYSICAL ADDRESS: .....

.....

POSTAL ADDRESS: .....

.....

EMAIL ADDRESS: .....

TELEPHONE: .....

FAX: .....

MOBILE PHONE: .....

**19 CONTRACTORS BANK DETAILS FOR REPAYMENT OF DEPOSIT**

BANK: .....

BRANCH: .....

BRANCH CODE .....

ACCOUNT HOLDER: .....

ACCOUNT NUMBER: .....

TYPE OF ACCOUNT: .....



Thus done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**CONTRACTOR**

Thus done and signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**POA**