



VICTORIA COUNTRY CLUB ESTATE MASTER HOMEOWNERS ASSOCIATION

August 2015

RULES OF CONDUCT FOR CONTRACTORS, SUB-CONTRACTORS AND SUPPLIERS (OWNERS) OPERATING WITHIN VICTORIA COUNTRY CLUB ESTATE

- The Contractor acknowledges it is aware the Estate is a security estate and will, at all times, adhere to the security rules and regulations pertaining to the access and egress control procedures for the Estate. The Contractor will also co-operate with the MHOA in the interest of maintaining the security of the Estate.
- Contractors may only enter the Estate after 07.00 and leave the Estate prior to 17.00 or at dusk, whichever is earlier, Mondays to Fridays.
- No work is allowed on Saturdays, Sundays or Public Holidays.
- No workers will be permitted to act as night watchmen to guard their respective sites or to overnight within the Estate at any time.
- Homeowners may negotiate with the MHOA's appointed security company for this service if required. The cost of this will be for the account of the Homeowner and will be invoiced to the appropriate levy account. No other security company, other than the appointed MHOA security Contractors, may be used inside Victoria Country Club Estate.
- Deliveries must be scheduled for between 07:30 and 16:00 on weekdays only. Delivery vehicles must be off site by 16.30. No deliveries on weekends or outside these hours will be permitted. Deliveries arriving outside these allowed times will not be granted access and will be returned to the suppliers. Access arrangements must be confirmed with the Security Manager or the designated security personnel prior to obtaining permission to enter the Estate
- All vehicles entering or leaving the Estate may be subject to a search by the Estate Manager, Security Manager or appointed security personnel.

Breach

It should be noted that the owner of the property is liable for the behaviour of his Contractor and/or staff

In the event of the Contractor or its employees being in breach of any of the provisions of rules of conduct for Contractors, the MHOA shall be entitled to one or more of the following remedies:

- Where appropriate; written notification of breach to be delivered to the *domicilium citandi et executandi* furnished to the VCCE management by the registered owner of the property at which the Contractor is contracted to remedy the breach within the time frame requested in the breach notice;
- In the event of non-compliance of such instruction the imposition of a fine which will be invoiced to the registered owner's levy account and form a legal debt owing to the association
- Withdraw the Contractor's access to site until the breach(s) have been remedied and/or all fines have been paid;
- In the event of there being any dispute as to whether the Contractor has breached any of the provisions hereof or in the event of their being any dispute as to the category of fines imposed in terms of 4.1.5 above, such dispute shall be referred to the Directors whose decision shall be final and binding.
- The MHOA shall have the right, from time to time, to review the amount of the individual fines and if necessary, to increase or decrease such fines as the case may be. Any such changes shall be binding upon the owner

Contractors' Labourers

- All Contractors will be directly responsible for all the labourers in their employ whether directly or by means of a sub-Contractor. Application to issue security access to a sub-contractor must be on the appropriate form and authorised by either the Principal Contractor/ the designated Project Manager or the appropriate owner
- All Contractors must comply with any security access arrangements in force

Date

Name

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- Application for access should be made to the Estate management or the appointed Security Manager. Please ensure sufficient time is made available to apply for and secure the appropriate passes. 24 hours prior to build commencement application should be made to the estate office on the appropriate form. The passes will be manufactured by the estate office which is open for this function from 7am to 4pm Monday to Friday.
- All security passes are to be paid for, in full, prior to access being granted to site. It should be noted this cost is non-refundable. Only with the express written authorisation of the MHOA will casual labour be permitted access to the Estate. Temporary access cards will be issued at a cost to be determined from time to time for a maximum of 5 consecutive days after which time the Contractor must apply for an identity card as detailed above.
- Persons who lose their ID cards will have to pay the replacement fee as set by the Estate Manager from time to time.
- All employees of a Contractor shall be obliged to (a) carry their security ID at all times (b) wear easily identifiable clothing while working on site

Discipline

- All labourers are to be transported **to and from** their place of work by the Contractor or sub-Contractor.
- The Contractor will ensure that there is adequate protection available for all vehicles with hydraulic legs, i.e. cranes utilised on the construction site, to prevent any road surface damage.
- Any dispute between the Contractor and its labourers must be settled outside of the boundaries of the Estate.
- Should any Contractor or its employees be found disturbing any animal, fish or bird life, or removing any material other than building rubble or refuse from the Estate without the required authorisation, or is involved in any form of violence, the person causing such breach will be removed from the Estate pending further action as determined by the MHOA.
- The property owner will be held responsible for any damages caused by its Contractor or their labourers, sub-Contractors or suppliers moving to and from the site. This includes damage to roads, kerbs, plants, irrigation systems and damage to private property, and as a result will be liable to pay for such repairs that have to be effected. Any payment due will be settled within 7 days to the MHOA. Failure to comply with this will result in access to the Estate being denied.
- The MHOA will have the sole discretion as to the nature, extent and value of these damages, and identification of the respective vehicle and persons, via the Estate Manager, the appointed security personnel and/or the garden service or maintenance staff.
- The MHOA reserves the right to search any employee, his/her possessions or any vehicle or any locker facility utilised by the employee on the Estate.
- No Contractor or its employees shall be entitled to bring on site or bring onto the Estate or have in its/their possession any alcohol, habit forming drug or any firearm or dangerous weapon.

Housekeeping

- All buildings under construction must be screened off with shade cloth to all four boundaries for the duration of the contract.
- The site is to be kept as clean as possible and general cleaning and housekeeping practices must take place during building operations.
- No concrete, mortar, cement or such may be temporarily stored, mixed or prepared on any of the roadways, pathways or pavements.
- Materials that are offloaded by the suppliers or the Contractor may not encroach onto an adjacent site, unless permission has been obtained from the lawful owner of such site, or onto the pavement or onto the roadway. The Contractor is also responsible for the removal of any sand, cement or rubble that may be washed or blown onto the road or pavement at its site.
- The Contractor shall provide adequate facilities for the disposal of rubbish and to ensure that his workers utilise these facilities. No rubbish, garden refuse or the like may be burnt or buried on site. No form of paper, plastic bags, empty food or beverage containers, cement bags, tile off-cuts, ceiling boards, roof tiles, rubble or the like are to be left lying around on any building site, adjoining property, open spaces, parklands, roads or buildings.
- The Contractor will ensure that the roadways and pavements at its site are at all times kept clean and tidy.
- No plastic bags, containers and packaging of any food consumed by the workers, or of any materials or equipment used in construction will be left on the site, nor allowed to be blown or washed away. Rubbish containers (bin or skip) or bags must be provided and used.

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- Contamination of groundwater and run-off water are of concern. As are stormwater drainage and sewerage systems. Contractors shall ensure special care is taken in the handling, disposal and cleaning up operations. Particular care should be taken with paint, tile grout, tile adhesive, cement, rhinolite, chemicals, oil, fuel etc. Please note
- The Contractor shall ensure approved toilet facilities are provided at the site for the duration of the proposed work. No "long drops" will be permitted. To prevent blockage of the sewerage system, the use of toilet paper in preference to newspaper is required. The Contractor shall ensure that toilet and changing facilities are suitably screened from public view. An enclosure of a minimum of 1,6 metres high above natural ground level around the toilet area is required, and should be big enough to allow workers to change and wash inside the enclosure.
- No Contractors, sub-Contractors or suppliers boards may be erected within the Estate without the necessary authorisation from the MHOA. Failure to comply will result in the boards being confiscated by the security personnel.
- Construction material may only be delivered to the site on an as-need basis but not more than two weeks before it is required for construction. Surplus material must not be allowed to visibly accumulate at the site.
- The final site inspection and certificate on completion by the MHOA provides for the site to be cleared of all rubble and surplus materials, and verges to be reinstated to the satisfaction of the MHOA.

General

- The speed limit within the Estate is 30 kph on asphalt roads and 20kph on brick paved roads. Speeding, ignoring of stop streets and/or reckless driving will not be tolerated. Vehicular access will be denied in the event of a breach of these rules
- Due care must be taken that no roads are blocked during loading or off-loading at any building sites.
- No pets, birds or domestic animals belonging to the Contractor or its employees will be permitted onto the Estate.
- Noise reduction is essential. Contractors shall endeavour whenever possible to limit all unnecessary noise, especially employees talking loudly, shouting or whistling, radios, hooters and the revving of motors.
- Contractors shall be expected to conduct their operation in a reasonable and co-operative manner. Should the MHOA have any concerns with regard to the conduct of the Contractor, its sub-Contractors or any of their employees, the MHOA may rectify, as deemed necessary, and/or reserve the right to suspend building activity indefinitely or until such undesirable conduct has been rectified which it may do without notice and without recourse from the owner and/or Contractor or his sub-Contractor.
- Electrical power needs for construction work on building sites are to be provided only by means of :
- Either a supply from the property at which they are working or portable electrical generators;
- Any generator and/or equipment on site are not the responsibility of the HOA. No direct connections to the electricity boxes for extension leads or power tools will be allowed.

Obligations of Homeowners

- It is the duty of the homeowner to ensure that his/her building Contractor is made aware of these rules of conduct and complies therewith.
- A signed copy of these rules must be lodged with the Estate Manager prior to commencement of work.
- These rules of conduct will form part of any building contract concluded in respect of any property on the Estate.
- Failure by any Contractor, sub-Contractor or supplier to comply with these rules will result in charging of a penalty as laid down, and/or suspension of building activities and/or denied access to the Estate for Contractors, sub-Contractors or suppliers or their labourers.

Building Deposit

- A refundable deposit, where required shall be paid to MHOA by the homeowner prior to commencement of the work. to cover the costs of reinstating public buildings, roads, open spaces and parklands and adjoining erven where the building Contractor fails to:
 - replant grass or trees damaged through building activities;
 - remove rubble or rubbish left on the buildings or adjoining erven;
 - repair any damaged street furniture, streetlights, litter bins, benches etc.;
 - repair any damaged Eskom/Telkom boxes or any manhole covers;
 - repair any damaged kerbs or storm water drains on the street side;

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- repair any damaged paving and clean concrete spilt on paved surfaces;
 - repair damaged water irrigation pipes or sprinklers;
 - repair any cable or pipes damaged during any excavation activities.
- It is the owner's responsibility to arrange a site inspection with the Estate Manager prior to the commencement of work
 - Owners are required to ensure that building operations are organised so as to minimise the unsightly dumping of materials in public view.
 - The building deposit will be refunded to the applicant, on request to the MHOA, on completion of the building construction less any amounts required to cover the cost of Items 8.1.1 to 8.1.8 above, and after receipt by the MHOA of a final occupation certificate from the Msunduzi Municipality. Payment of the building deposit will remain the responsibility of the homeowner, whether he gets the Contractor to pay the building deposit or not, and failure to pay the building deposit when required, will result in suspension of building activities by the MHOA for the stand concerned.

Disclaimer

The MHOA accepts no liability whatsoever for any losses sustained by, for instance, the suspension of building activity as a result of the contravention of the above rules. Neither the Contractor, any of its sub-Contractors, any of its suppliers or the homeowner for whom work is undertaken will have any claim against the MHOA. The MHOA will have sole discretion in interpretation of all of these rules, and shall not be liable for the wrong interpretation of such.

Insurance and Statutory Requirements

The Contractor, sub-Contractor and/or supplier operating within Victoria Country Club Estate will ensure that they comply with all statutory requirements as set by the local authority, national or provincial government, or other relevant institutions i.e. BIFSA, OHS act and the NHBRC. These requirements will include registration, labour issues and liability insurance for third party and accidents or injuries. Failure to comply with this will result in the homeowner being liable should any claim arise for which no cover exists. All homeowners must therefore ensure that their Contractors, sub-Contractors or suppliers comply with this requirement.

Acknowledgement

The above document is fully understood. The owner and Contractor undertake to comply with the above points in addition to any further controls that may be instituted by the MHOA from time to time in the form of a written notification, and to ensure compliance by all sub-Contractors utilised by the Contractor or owner. Failure to adhere to the rules set out above will lead to the charging of a penalty and/or denied access to the Estate and/or the suspension of all activities by the Contractor, sub-Contractor or supplier operating within Victoria Country Club Estate.

Pipeline Servitudes

The Contractor is to ensure that all labourers and sub-Contractors in its employ are made aware of the location of the Umgeni water pipeline.

All Contractors and their labourers will, when using any heavy earthmoving equipment in the vicinity of the pipeline, ensure that a pipeline marshal accompanies the plant for the duration of the job.

All Contractors warrant that they have taken out insurance to the sum of not less than R5 million in the event of resultant damage to the Umgeni pipeline. Proof of such insurance must be handed to the Estate Manager prior to the commencement of the work.