

# KINGSWOOD GOLF ESTATE

## CONTRACTORS CODE OF CONDUCT AND UNDERTAKING TO COMPLY

Revision 8: June 2010

Kingswood Golf Estate Home Owners Association (KGEHOA) adopted the following “**Contractors Code of Conduct**” in terms of and in addition to the **Kingswood Golf Estate Architectural Design Manual** and **Environmental Guidelines and Management Plan**.

All Owners/Architects/Contractors must comply with all the conditions imposed in the **Kingswood Golf Estate Architectural Guidelines and Design Manual**, incorporating the **Building Plan Submission Requirements and Building Controls During Construction and Environmental Guidelines and Management Plan** promulgated in terms of the **Constitution of KGEHOA** in compliance with the conditions of approval (ROD) imposed by the Dept. of Environmental Affairs and Culture of the Western Cape Government and the conditions imposed by the Local Authority when approving KGE.

### 1. OBJECTIVES

To ensure

- 1.1. compliance with, and implementation of KGE’S Architectural Guidelines, Building Control Measures and Environmental Guidelines and Management Plan;
- 1.2. the least possible damage to
  - 1.2.1 The infrastructure of the Kingswood Golf Estate (“KGE”),
  - 1.2.2 Indigenous flora and fauna;
  - 1.2.3 The water quality on and surrounding KGE;
- 1.3 Construction and development are undertaken with due consideration to all environmental factors;
- 1.4 Where such damage occurs, provision is made for reinstatement;
- 1.5 Construction is undertaken with due consideration to the quality of life of other owners in KGE in order not to compromise and/or inconvenience such other owners and;
- 1.6 Generally, that all construction work is undertaken in an orderly and harmonious manner; all of which the Owner, and Contractor accept to be in the best interests of the Development generally and specifically in respect of the Owner’s immediate neighbours.

### 2. ACCEPTANCE AND UNDERTAKING

To attain the aforesaid objectives, the Owner and Contractor bind themselves jointly and severally to fulfill and comply with all the obligations contained herein and the KGEHOA shall be entitled to monitor the provisions hereof and to take all reasonable steps to have any breach of such obligations rectified.

### **3. CONTRACTOR'S OBLIGATIONS PRIOR TO CONSTRUCTION (ADMINISTRATIVE)**

The Contractor will be denied access to KGE to commence construction until:

**3.1.** All provisions of this Code have been complied with to the satisfaction of the KGEHOA, and

#### **3.2. Site Inspection**

The Contractor and KGEHOA have carried out a joint site inspection.

#### **3.3. Search and Rescue**

Search and Rescue of plant material on the property has been carried out and signed off.

#### **3.4. Approval of Building/Construction Plans;**

The plans and specifications will only be approved if in the opinion of the Kingswood Architectural Review Committee (KARC) they comply with the Design Manual; The KARC and the Local Authority prior to implementation must approve any changes to the final plans and specifications in writing; All construction/erection of Improvements on the Erf must be executed in accordance with the approved Plans.

#### **3.5. Approved Building/Construction Plan**

A signed copy of the building/construction plans approved and by the Local Authority must be handed to the KGEHOA, together with a signed copy of this CODE and UNDERTAKING and a written schedule, outlining a construction commencement date and an estimated construction completion date, signed by the Contractor. Once work has commenced on the Erf it must be continued to completion, without interruption or stoppage, other than during the Annual Builder's Holiday.

#### **3.6. Contractors Induction Course**

The Contractor, his employees, all sub-contractors, and their employees shall, prior to the commencement of any work and/or installation of any equipment, fixture and/or fitting of whatever nature on the Erf, attend an Induction Course to familiarise all parties concerned with regard to environmental, access control, safety, traffic control and all matters pertaining to Kingswood Golf Estate. The Induction Course will be held at regular intervals, and information pertaining the course times and location is available from the KGEHOA. The initial cost of the Induction Course shall be paid by the Contractor to the KGEHOA on attendance. The initial cost of the Induction Course shall be R55.00 plus VAT per person, which amount may be revised from time to time at the sole discretion of the KGEHOA. Any Party, who has not attended the Induction Course, could be denied access to the KGE.

### **3.7. Staff and vehicle identification**

3.7.1. Staff identification must comply with the Security Procedures Manual (SPM). All Contractors, Sub-contractors and their employees are at all times required to wear visible identification tags issued by the KGEHOA while on KGE. The staff identification system will be implemented, managed and controlled by the KGEHOA. The cost of the identification tags will be included in the cost of the Induction Course. Replacement tags will cost R50.00 (VAT inclusive) each, which amount may be revised from time to time at the sole discretion of the KGEHOA. Parties without identification tags will be denied access to the Development.

#### **3.7.2. Vehicle Identification**

All construction, passenger and/or commercial vehicles of contractors, sub-contractors and their authorised employees shall, at all times, while such vehicles are within the boundaries of KGE, display a KGE identification and access sticker. Only the principal contractor, his senior personnel and foremen shall be entitled to identification and access stickers for their vehicles. The sticker must be attached to the windscreen of every vehicle of a contractor on KGE. The vehicle identification system will be implemented, managed and controlled by the KGEHOA in its sole discretion. The cost of the identification and access sticker will be included in the cost of the Induction Course. Replacement stickers will cost R50.00 (VAT inclusive) each, which amount may be revised from time to time and subject to such conditions as the KGEHOA may in its sole discretion determine. Vehicles without access and identification stickers will be denied access to the Development.

### **3.8. Insurance**

The Contractor shall, prior to commencing work on an Erf submit to the KGEHOA, proof of insurance policies to adequately cover the Contractors All Risks associated with the improvements; appropriate SASRIA and MVA cover, liability in respect of third parties for all motor vehicles having access to the Development and Public Liability Insurance cover to the value of R2.000 000.00 (Two Million Rand) per incident, to the satisfaction of the KGEHOA.

### **3.9. Labour and Training**

The Contractor is required to comply with the conditions relating to the regular provision of labour statistics and training requirements as determined by Competent Authority from time to time and as set out in the ROD. The Contractor is to liaise with the KGEHOA with respect to procedures and requirements in this regard. The National Building Regulations (NBR), the requirements of the National Home Builder's registration council (NHBR) and the appropriate by-laws of the local authority apply to the construction of all improvements within the development. Neither the KGEHOA nor the KARC shall be responsible for any design or construction defects, which may affect the safety or structural integrity of any improvements within the development or any non compliance with the NBR or NHBR requirements. 3.10 The contractor/owner shall pay a Builders Deposit of R15 000.00 to the KGEHOA in respect of liability for possible damage to township services, the private roadways and private open spaces during construction. The deposit will be invested by the KGEHOA in the name of the KGEHOA at a registered and recognised financial institution with interest accruing for the benefit of the contractor/owner.

## 4. CONTRACTORS OBLIGATIONS WHEN COMMENCING CONSTRUCTION

### 4.1. Fencing

All building sites must be secured and fenced, in accordance with the specifications determined by the KGEHOA from time to time; The fencing must be approved by the HOA in writing before work can commence' The fencing specifications are as follows:- The street front and all other boundaries must be fenced with shade cloth material (Black in Colour – minimum 60% transparency) to a height of 1, 8 meters unless adjacent to a completed building with an existing boundary wall; The boundary adjacent to a completed dwelling without a boundary wall must be screened to 1.8m high or the final boundary wall built. Site fencing is to be constructed in a manner that will last the duration of the construction project. The fencing is to enclose any temporary haul roads or access that the contractor may be using. Silt fences, as per the Environmental regulations, are to be erected as per the Architectural Guide. All fences and screens must be properly maintained, to the satisfaction of the KGEHOA, for the duration of the construction/erection of Improvements. The Contractor is required to be familiar with, and to conform to, the necessary Health and Safety requirements as required by the Occupational Health and Safety Act of 1993, (Construction Regulations 2003).

### 4.2. Dust Control

It is specifically recorded that all areas of the Development have been planted or seeded to ensure vegetation cover or covered with bark chips. The Contractor shall implement appropriate measures, to the satisfaction of the KGEHOA to minimize damage to existing vegetation and to minimize the generation of dust or wind blown sand in other open areas of the Development resulting from improvement on the ERF.

### 4.3. Erosion Control

- 4.3.1. It is specifically recorded that in terms of the ROD, no storm water is permitted to flow towards or drain into waterways on the development.
- 4.3.2. The Contractor shall be responsible for providing and maintaining protection against wash away and erosion damage throughout the duration of the construction/erection.
- 4.3.3. The Contractor undertakes to effect adequate measures to prevent any soil erosion by waste or storm water on or around the Erf on which improvements are being effected by him, for the Duration of the Contract.
- 4.3.4. The Contractor shall take whatever protective measures deemed necessary by the KGEHOA in its sole discretion, to provide storm water and erosion control.
- 4.3.5. Should the Contractor fail to provide and maintain the protective measures, to the satisfaction of the KGEHOA within 24 hours of receiving notice of his failure, to provide/maintain protective measures, the KGEHOA may instruct an independent contractor to rectify any damage and establish the necessary protective measures, at the Contractor's cost.
- 4.3.6. The Contractor will be denied access to the Development until the costs in terms of clause 4.3.5 have been paid.

#### **4.4. Excavation**

- 4.4.1. No excavation or filling of the ERF may be undertaken without the submission of a detailed plan to the KGEHOA, for written approval.
- 4.4.2. Excavation for foundations and/or walls adjoining paved roadways and/or sidewalks must be undertaken with caution and, in particular, the paved roadway/sidewalk must be protected and supported during excavations.
- 4.4.3. Any damage caused to the paved roadway/sidewalk must be made good by the Contractor immediately the damage becomes evident. .
- 4.4.4. All foundations must be certified by a Structural Engineer.
- 4.4.5. No excavations or trenches outside the erf boundary are permitted with out the prior written consent of the KGEHOA. All backfilling to be completed as per Kantley & Templer’s design specifications and is to be inspected and signed off by Kantley & Templer for the account of the Erf owner.

#### **4.5. Municipal Services**

All conditions, processes and fees as prescribed by the Local Authority, for the connection of water, sewerage, electricity and other municipal services shall be the sole responsibility of the Contractor/Owner. All costs pertaining thereto shall be for the account of the Contractor/Owner.

#### **4.6. Water**

The Contractor will obtain water for the work to be undertaken on the Erf from the municipal water connection on the Erf. Application for connection is to be made through the Local Authority. Under no circumstances may the Contractor interfere with any water supply to the Development.

#### **4.7. Sewers**

A sewer connection has been provided for the Erf into which the Contractor is required to connect the sewer system for the improvements. Such connection may not take place until completion of the improvements and then only under supervision of the KGEHOA. The Contractor may not dispose of any building material, contaminated water or rubbish into the sewage system.

#### **4.8. Storm water**

The Contractor may not dispose of any building material, contaminated water or rubbish into the storm water system nor may the Contractor wash paint or cement based products into the storm water system or onto landscaped and paved areas. The Contractor undertakes to ensure that no waste or contaminated water is permitted to run towards or into the waterways within or around the development.

#### **4.9. Ablution facilities**

- 4.9.1. The Contractor shall provide water and/or washing facilities for employees on the Erf. Water shall not be extracted from waterways for this purpose.
- 4.9.2. Prior to commencement of the construction / erection of the improvements and throughout the duration of the work, the contractor shall provide a suitable number of and properly operational chemical toilets on the ERF and shall ensure that such facilities are at all times maintained in a clean, hygienic and neat condition.
- 4.9.3. The entrances to all temporary toilets must be screened from view by a barrier constructed from 90% black shade cloth.
- 4.9.4. Use of the developments water borne sewage systems is forbidden.
- 4.9.5. Any worker (employee of the Contractor/sub-contractor/s or invitee) found doing ablutions in any area other than the supplied toilet will be fined and upon request by the HOA, be removed from the development by the Contractor and shall be permanently barred from returning to the Development. See item 8.0
- 4.9.6. The Contractor shall ensure that no waste water whatsoever enters the waterways.

#### **4.10. Storage Shed / Site Hut**

- 4.10.1. Temporary storage sheds or site huts of galvanised iron or timber and of a neat appearance are allowed on the Erf. The Contractor may also make use of shipping containers for offices and stores.
- 4.10.2. No other structures are permitted on the Erf unless they appear on the building/construction plans mentioned in clause 3.4 of this Agreement.
- 4.10.3. The HOA may instruct the Contractor to remove any storage shed, site hut, office or store that in the sole opinion of the KGEHOA is untidy or dilapidated.
- 4.10.4. Should the Contractor fail to remove the storage shed, site hut, office or store forthwith and to the satisfaction of the KGEHOA, the KGEHOA shall instruct an independent party to remove the structure, at the Contractor's cost.
- 4.10.5. The Contractor will be denied access to the Development until the costs in terms of Clause 4.10.4 have been paid.

#### **4.11. Refuse Containers and Refuse Removal**

- 4.11.1. All refuse must be collected daily and deposited into a container, supplied by the Contractor at the Contractor's cost.
- 4.11.2. All containers must be of a design approved at the sole discretion of the KGEHOA. The container must have a lid and be of such a nature that it cannot blow over and that refuse cannot escape from it.
- 4.11.3. The container must be regularly emptied and cleaned.
- 4.11.4. Without detracting from the generality of the afore going, the 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 and the natural water courses.

- 4.11.5. The Contractor shall ensure that all building rubble is removed on a weekly basis or as otherwise required by the KGEHOA.
- 4.11.6. The Contractor shall generally ensure that the Erf is at all times kept neat and free of litter or other unsightly waste.
- 4.11.7. No burning of litter or open fires are permitted.
- 4.11.8. If the Contractor fails to keep the Erf in an acceptably tidy state or to have the rubble removed, to the satisfaction of the KGEHOA, then the KGEHOA shall, without prejudice to its further rights, have the right at the cost of the Contractor to clean the site and/or remove the rubble.
- 4.11.9. The Contractor will be denied access to the Development until the costs in terms of clause 4.11.8 have been paid.
- 4.11.10. Under no circumstances will the dumping of any building material or rubble be permitted on any portion of the Development, and the Contractor is required to make his own arrangements for disposing of materials at a spoil site off the Development. Failure to comply will result in the Contractor being fined R1000.00 per offence. 4.11.11 The Contractor will be denied access to the Development until the fine in terms of clause 4.11.8 has been paid.

#### **4.12. Survey Beacons**

- 4.12.1. Prior to the start of construction the Contractor shall obtain a Beacon Certificate from the project Land Surveyors who will identify, inspect and certify the boundary pegs. The Land Surveyor must also certify the position of any building against a boundary line.
- 4.12.2. The Contractor is responsible for maintaining the boundary pegs. Should the boundary pegs be disturbed, the KGEHOA will arrange for a Land Surveyor to relocate them at the Contractor's cost.

#### **4.13. Permissible Signage**

- 4.13.1. The Contractor shall only be permitted to erect a single signboard which must comply with the Architectural Guide and KGEHOA's requirements.
- 4.13.2. The signage shall be at the expense of the Contractor.
- 4.13.3. The Contractor shall not erect the signage other than on the Erf.
- 4.13.4. The signage shall be removed immediately on conclusion of the Improvement.

#### **4.14. Building Controls and Access Control**

The Contractor / Owner confirms that they have read and understood the conditions imposed by the Kingswood Golf Estate Architectural Guidelines and Design Manual, incorporating the Building Plan Submission Requirements and Building Controls During Construction and Environmental Guidelines and Management Plan promulgated in terms of the Constitution of KGEHOA and shall abide by these conditions.

#### **4.15. Failure to Comply**

Failure to comply with the Estate conditions detailed in Clause 4.14 above will result in the contractor/owner being fined. Please refer to item 8.0 for a schedule of fines.

#### **4.16. Delivery of Materials**

The maximum vehicle size allowed on the estate roads, other than the main access road to the clubhouse / hotel is a SV-9 vehicle having the following configuration:

4.16.1. Maximum overall length <9 meters;

4.16.2. Maximum distance between front and rear axels <6 meters; Maximum axel load to conform to the National Road Ordinance Act:

### **5. CONTRACTORS OBLIGATIONS ON COMPLETION OF CONSTRUCTION**

The deposit and interest, or any balance thereof, shall be repaid to the contractor/owner on completion of the works after due assessment by a representative of the KGEHOA of the following:

- 5.1. Repair of damages (if applicable) to KGEHOA property or unpaid fines. The deemed cost of repair of damages or fines will be deducted from the deposit and in the case where the deposit is less than the claim, the shortfall will be claimed from the owner/contractor.
- 5.2. Confirmation that the completed works conform to the final approved plans by the Kingswood Architectural Review Committee.

## 6. OCCUPATION ON COMPLETION OF CONSTRUCTION

Upon completion of the unit, the contractor is to request a Completion Certificate from the KGEHOA.

6.1. Items that need to be addressed prior to issuing include but not limited to:

- 6.1.1. Search & Rescue sign off from ECO / KGEHOA
- 6.1.2. Approval of Landscaping Plan and Species list form ECO / KGEHOA
- 6.1.3. Approval from KGEHOA that building is in accordance with approved drawings
- 6.1.4. Inspection of services and estate property (landscaping, lights, kerbs roads etc)

Note: The Builder Control levy and the Builders Deposit will remain in effect until the Completion Certificate is issued.

6.2. Occupation certificates will only be issued by Council on confirmation by the KGEHOA that all Estate requirements and the completed works conform to the final plans as approved by the Kingswood Architectural Review Committee (KARC).

## 7. WORKING HOURS / DELIVERY OF MATERIALS / PUBLIC HOLIDAYS

### 7.1. Working Hours

Monday to Friday - 07h00 - 18h00

Saturday - 07h00 - 15h00

Sunday - None

Public Holidays - None

### 7.2. Delivery

Monday to Friday - 07h00 - 18h00

Saturday - 07h00 - 15h00

Sunday - None

Public Holidays – None

## 8. FINES

Fines may be issued by the HOA or their designated agent. All fines are to be paid to the KGE HOA no later than 14 days after the offence. The contractor or employee may be denied access to the estate until the receipt of payment. Please refer to the **Schedule of Fines** posted on the Kingswood website. Further offences will increase in value. Fines not indicated on the **Schedule of Fines** can be implemented at the sole discretion of the HOA or their agent. Fines will be issued in addition to any remedial costs incurred.

Erf #		Estimated Start Date	
Kingswood plot number		Estimated Completion Date	

<b>Owners Information</b>	
Name	
Address	
Telephone	
e-mail address	
Signature	
Date signed	

<b>Contractors Information</b>	
Name	
Address	
Telephone	
e-mail address	
Signature	
Date signed	

<b>Design Professional Information</b>	
Name	
Address	
Telephone	
e-mail address	
Signature	
Date signed	

<b>Project Manger / Owners Rep Info</b>	
Address	
Telephone	
e-mail address	
Signature	
Date signed	