



D A I N F E R N

Dainfern Homeowners Association

(Association incorporated under Section 21 of the Companies Act)
Reg. No. 1991/004217/08

BUILDING CONTRACTORS' CODE OF CONDUCT AGREEMENT

ERF NO: _____

entered into between

DAINFERN HOMEOWNERS ASSOCIATION

("the DHA")

and

("the employer")

and

(the architect")

and

("the contractor")

(Jointly hereinafter referred to as "the Parties")

INTRODUCTION

- A. The contractor is a builder/contractor ("the contractor") appointed by the owner ("the employer") of an erf in the Estate for the purposes of constructing a dwelling house and outbuildings or doing an alteration or addition ("the works") on the employer's erf in Dainfern ("The Estate").
- B. The parties acknowledge to each other that the Estate has unique qualities as an upmarket secured residential Estate and that in order to maintain the aesthetics, standards, general appearance and security arrangements on the Estate, the parties agree to assist each other and to adhere to Rules and regulations as determined by the DHA from time to time which the parties acknowledge are in

their best interests and in the best interests of the Estate as a whole.

- C. The Contractor is to sign the Contractor's Accreditation Agreement with the DHA prior to work commencing on the works.



AGREEMENT

1. Commencement Date

The contractor may not commence any on-site activity and/or building until the plans have been duly stamped and endorsed as approved by the Architectural Review Committee, the Local Council and until all fees and the deposit referred to hereunder has been paid to the DHA.

1.1. Time Limits for Construction - Estate Rule 10.

The construction of improvements should begin in terms of Rule 10. of the Estate Rules. In order to reduce inconvenience to neighbours and unsightliness, construction should proceed without lengthy interruptions, and should in any event be completed within one year from the signing of this document for new houses and six months for alterations and additions.

2. Discipline and Control of Labour

- 2.1. The contractor is responsible, at all times, for the discipline and control of any labour or sub-contract labour on the works and, in addition, shall be liable for any loss or damage caused to any person or property on the Estate by any supplier of materials or any other person instructed or employed by the contractor in respect of the works. The contractor undertakes to ensure that any such supplier; contractor or labourer fully appreciates and understands both the provisions of this agreement and any further Rules and regulations that the DHA may impose from time to time.
- 2.2. The contractor and employer acknowledge and undertake to adhere to the Architectural, building, Security or other Rules, as formulated by the DHA from time to time, or incorporated in this document or any further controls or instructions which may be implemented by the DHA, from time to time.
- 2.3. The Contractor will be responsible for all sub-contractors and others attending on site. In particular, and without limitation thereto, any damage caused by the Contractor's employees, sub-contractors, delivery vehicles or any other person attending site at the instance of the Contractor or the employer will be made good by the Contractor. Such damage includes but is not limited to damage to kerbs, roads, streetlights, distribution boxes, plants, irrigation systems or any other private property in the immediate vicinity of the erf.

3. Building Site Requirements

Prior to and at all times during the construction of the works, the contractor shall: -

- 3.1. have a copy of the working drawings and plans of the works, as approved by the DHA and the local authority, in the contractor's possession, which plans must be available at site for inspection by the DHA during normal working hours;

- 3.2. prior to the commencement of the construction of the works, provide written proof to the DHA that the water connection has been made by the Local Council (City Water);
- 3.3. Agree with the DHA the contracted waste removal company for the removal, from the site, and the works, on a weekly basis, of building rubble (excluding the removal of soil from the clearing of sites or cuttings), the fee for which will be determined by the DHA from time to time and paid prior to the plans being approved;
- 3.4. ensure that the site is neat and free of any litter or other unsightly waste or rubble material at all times. The contractor will pay a fee to the DHA being for the reasonable and minimum cost of removal of the contractor's rubble, for the construction period. Further, the contractor will ensure that all rubble is placed in the waste skip provided for this purpose situated adjacent to the road, to facilitate easy access by the rubble removal contractor;
- 3.5. provide a suitable and properly operational water-borne toilet on the site and ensure that the toilet is maintained in a neat, hygienic and working condition at all times. If the DHA determines that the installation of a water-borne toilet is not feasible, the DHA may consent to the installation of a chemical toilet instead of a water-borne toilet. The toilet is to be established and fully operational prior to the commencement of construction of the works and shall be screened from public view. If the toilet is not screened timeously and to the satisfaction of the DHA, it will be screened by the DHA and the cost thereof will be debited against the Sidewalk Deposit. Toilets may not carry any advertising;
- 3.6. not store any building material, rubble or soil on any adjacent property unless the contractor has obtained the prior written consent of the owner of such adjacent property and a copy thereof has been delivered to the DHA. In addition, the contractor shall be obliged to re-instate the adjacent property to its previous condition, after removal of the materials, to the reasonable satisfaction of the Estate Manager;
- 3.7. not load or off-load any material on or permit any persons employed on the site to interfere with the golf course in any manner; or any DHA controlled areas
- 3.8. erect a standard size contractor's board supplied by the DHA on the site, which board shall display the name and telephone number of the contractor. Advertising of any kind i.e. For Sale, To Let, is not permissible on the contractor's board. Boards are to be removed on completion of the building operations. No other advertising may be erected on the site.
- 3.9. ensure, where the site borders on the golf course, that no vehicles be allowed onto the golf course side of the site and that a working space on the golf course side of the erf shall encroach no further than 1 metre onto the golf course. The contractor will further properly and correctly erect a green shade cloth screen, of a minimum of 1.5 metres in height, in order to screen off the building activities from the golf course and other public areas;
- 3.10. to erect a builder's hut of a design and construction in dark green approved by the DHA and which is as aesthetically pleasing as possible. The hut may display one (1) only company



advertising board i.e. "Rent-a-Shed" or similar. In addition, the Contractor shall agree with the neighbours (i.e. adjoining owners) the location of the builder's hut and the position of the toilet referred to in clause 3.5 hereof.

3.11. General site requirements are as follows: -

3.11.1. A closed off area or space where workers can change and store clothes and food stuffs;

3.11.2. No smoke generating fires;

3.11.3. A screened toilet and wash up area.

3.12. No double stacking of bricks will be permitted on either: -

- the building site; and/or
- the sidewalk, without first clearing with the Estate Manager.

4. Variation of Approved Building Plans

The parties acknowledge that the DHA will enforce compliance with the Architectural Rules and any other instructions and regulations in respect of the construction of any works on the Estate. Should the contractor receive instructions from the architect or the owner to deviate from the plans approved by the DHA, the contractor shall be obliged to immediately advise the DHA's Building Controller in writing, of the nature and detail of the deviation so as to permit the DHA the opportunity to consider the deviation or the deviated plan in the light of the DHA's requirements. The contractor shall not commence construction of any deviation in the works until the DHA has consented thereto in writing or until a revised deviation plan is approved in writing. Failure to remedy the above within seven (7) days of notice of the deviation will result in stopping all works, the suspension of access cards and the imposition of fines until the works have been approved by the Architectural Review Committee.



Access Control and Hours of Work

5.1. The parties acknowledge that the control of access to and from the Estate is critical to the proper functioning of the security arrangements on the Estate. In the event that the DHA's Rules and regulations and in regard to access and security are not being adhered to by the contractor and after the contractor has received written notice in terms of clause 6, to rectify its failure to adhere to the Rules, the DHA shall be entitled to refuse the contractor, its sub-contractors, employees or invitees access to the Estate.

5.2. Access Control and Speed Restriction

5.2.1. The access control arrangements may be varied at the sole discretion of the DHA, from time to time, and on reasonable notice to the employer or contractor. No access cards will be issued prior to the stipulated fees and deposits being paid.

5.2.2. Contractors' attention is drawn to the strict adherence of the 40 kph speed limit, stop streets and pedestrian crossings.

5.3. Hours of work and deliveries:

5.3.1. Hours of Work

07:00 to 17:00 Weekdays
07:00 to 14:00 Saturdays

All labour is to be off the Estate 30 minutes after finishing times.

5.3.2. Deliveries

No deliveries will be allowed onto the Estate 30 minutes or less before finishing times on weekdays.

Note:

No noise generating activities on Saturdays i.e. Compressor/Kango, heavy drilling or planeing, the pouring of slabs that require pumps or vibrators, construction equipment - TLB, Dozers, tippers etc.

- 5.4. The DHA will issue any labourer entering the Estate with a "contractors labour access card" once the prescribed fee and completed documentation has been received. Contract labour are required to carry such access card at all times whilst on Estate property and will be required to produce the card when asked by any official of the DHA or Security. All contract labour are required to adhere to all security procedures pertaining to the Dainfern Homeowners Association which procedures may be amended from time to time.
- 5.5. Where weekends start with a Public Holiday on a Friday it is deemed to be a long weekend and the Saturday is included in the "long weekend". No building activities of any nature will be permitted on the Estate on Sundays and Public holidays.
- 5.6. Nothing in this agreement shall be construed as a warrantee of the security of any person or property on the Estate, the DHA making no such warrantee whatsoever.

5. Breach

In the event of the owner, architect, contractor or employees of the contractor breaching any of the provisions of this agreement or any other Rules, regulations, instructions or resolutions of the DHA, the DHA shall give such party 7 days notice in writing delivered either by fax or by hand, to remedy the breach, failing which the DHA shall be entitled to:

- 6.1. Deny such party, its contractors or sub-contractors, employees or invitees access to the Estate; and/or
- 6.2. Cancel this agreement by notice in writing to "the parties"; in which event the owner shall not be entitled to continue construction of the works. In the event the DHA will endeavour to meet with the relevant parties in an effort to obtain undertakings to abide by the terms and conditions of this agreement, in which event the DHA may, in its discretion, reinstate this agreement but only in respect of the completion of the works. Until the agreement is reinstated, the construction of the works may not continue and shall cease.
- 6.3. In the event of the agreement being cancelled and reinstated in terms of 6.2, the contractor shall be entitled to complete the works but shall not automatically be permitted to construct any further work on the Estate.
- 6.4. Rubble skips are required to be on all building sites.



6. Employer's Details and Domicilium

Employer:
Physical Address:
.....
.....
Postal Address:
.....
.....Code.....
Telephone No.
Fax No.:
Cell Phone No.:
E-Mail

7. Contractor's Details and Domicilium

Contractor:
Contact Person:
Physical Address:
.....
.....
Postal Address:Code.....
.....
.....
Telephone No:
Fax No.:
Cell Phone No.:
Erf No.:
E-Mail

SITE SUPERVISOR or responsible person (this number must be available 24 hours a day)

Name
Contact number

8. Architect's Details and Domicilium

Architect:
Contact Person:
Physical Address:
.....
.....



Postal Address:

 Code.....
 Telephone No:
 Fax No.:
 Cell Phone No.:
 Erf No.:
 E-Mail

9. The Employer’s Responsibility

By its signature to this agreement, the employer agrees to co-operate fully with the contractor and with the DHA to ensure that the spirit of and terms and conditions of this agreement and any DHA Rules and instructions are fully complied with. The employer accepts and acknowledges that it has nominated and employed the contractor and that the employer is jointly and severally responsible to ensure that the contractor complies with the terms of this agreement, the Architectural Rules and any other Rules, regulations and directions of the DHA.

10. Builder’s Deposit

The contractor has to sign a Building Contractors’ Code of Conduct Agreement prior to building operations commencing. In addition a new dwelling fee of R8 300.00 is payable, which consists of an administration cost of R2 500.00, a construction deposit of R3 000.00 and a R1 000.00 builder’s board fee, payable before construction starts. For alterations and additions the fee is calculated according to the additional square metres added to the existing dwelling. Up to 50m² R3 250.00, 51m² to 100m² R4 750.00 151m, 101-150 m² R6 200.00 and 151m² + is R8 300.00. Details for Builders Boards must be entered in the Code of Conduct Agreement. On completion of new dwellings an occupational certificate is required prior to the Building Controller carrying out a final inspection.

At completion of the contract any monies still held by the DHA against the deposits will be returned to the payee conditional on the site being cleaned to the DHA’s satisfaction and no damage recorded.



Signed at _____ on the _____ day of _____ 2010.

As witnesses:

1. _____

2. _____ For and on behalf of DAINFERN HOMEOWNERS ASSOCIATION

Signed at _____ on the _____ day of _____ 2010 .

As witnesses:

1. _____

2. _____ For and on behalf of the Architect
See the attached Architectural Certificate

Signed at _____ on the _____ day of _____ 2010 .

As witnesses:

1. _____

2. _____ For and on behalf of the Contractor

Signed at _____ on the _____ day of _____ 2010 .

As witnesses:

1. _____

2. _____ The Employer

