

## **Estate d' Afrique Building Regulations REV 2024.01**

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# 1. Scope

The Estate d' Afrique Master Owners Association has adopted certain rules relating to Building activities on the Estate. The primary intention of the provision hereunder is to ensure that all building activities on the Estate occur with the least possible disruption to residents whilst at the same time maintaining optimum security levels. In the event of uncertainty, residents or their contractors should contact the Estate or Operations Manager.

This document encompasses all the phases of building and construction on the Estate.

# 2. Definitions

## Agent

A competent person who acts as a representative for a Member.

## Building Contractor(s)

An individual or company that is responsible for the construction of buildings or structures.

## COID Act

Compensation for Occupational Injuries and diseases (act 130 of 1993)

## Competent person

A person who

- a) has in respect of the work or task to be performed the required knowledge, training and experience, and where applicable, qualifications specific to that work or task.
- b) is familiar with the Act and with the applicable regulations made under the Act.

## Construction regulations

The Construction regulations first published under GNR. 1010 of 18 July of 2003 and replaced by GNR. 84 of 7 February 2014. From time to time abbreviated "C.R." in this document.

## Construction work

any work in connection with:

- a) the construction, erection, alteration, renovation, repair, demolition or dismantling of a building or structure.
- b) the moving of earth, clearing of land, excavations, piling or similar civil engineering type of work.

## Construction site

A workplace where construction work is being performed

## Construction manager

A competent person responsible for the management of the physical construction process and the coordination, administration and management of resources on a construction site

## Construction supervisor

A competent person responsible for supervising construction activities on a construction site

## Construction regulations

The Construction Regulations 2014 published on 7 February 2014 by the Department of Labour. These regulations are applicable to all persons involved in construction work.

## Contractor's deposit

A deposit which is payable by the contractor as set out in paragraph 11 of the Regulations, in addition to the building deposit which is payable by the Member, as determined in paragraph 11.1. The Contractor's Deposit will be utilized in the discretion of the Board of Directors for any damage caused by the Contractor or any of his subcontractors, caused during the construction process, as defined in clause 25.3.1.

## Duties of Member

As per Construction regulations 5(1) - (7)

## Duties of principal contractor

As per Construction regulations 5(1) - (8)

**Estate Building Compliance Architect**

A registered Architect that is a temporary or permanent member of the Estate Aesthetics Committee

**Estate Aesthetics Committee**

The Committee formed at the behest of the Estate d'Afrique Master Owners Association and the Homeowners Associations of Ville d'Afrique, Port d'Afrique and Beau Rivage in terms of their respective Memoranda of Incorporation to manage the design, building and aesthetic control of any improvements to be erected on any erven and/or existing dwellings and/or the open spaces and/or any facilities which may exist on the property and as well as building / construction regulations, site specifications and accreditations,

**Estate d' Afrique Master Owners Association (MOA)**

The Master Owners Association represents the Homeowners Associations of Ville d'Afrique, Port d'Afrique (generally known as Port Provence) and Beau Rivage and future developments known as Manpark (Pty) Ltd and Le Chateau Property Development (Pty) Ltd.

**Estate / Estate d' Afrique / Township / Village**

These are the portions of the farm Welgegund No 491 and the subdivisions thereof that are known as Ville d'Afrique, Port Provence, Beau Rivage, Manpark Pty Ltd and Le Chateau Property Development (Pty) Ltd.

**Estate or Operations Manager**

The manager appointed by the Estate to perform such tasks as decided by the Board of Directors.

**Homeowners Association**

Ville d'Afrique and/ or Port Provence and/ or Beau Rivage

**Masters Association**

Ville d'Afrique and Port Provence and Beau Rivage

**Member**

Stand owner and/or any person for whom construction work is being performed.

**NHBRC Certificate**

The registration of the building contractor with the National Home Builders Registration Council in terms of section 10 of the National Housing Consumers Protection Measures Act 95, of 1998.

**NHBRC Enrolment**

The submission by a home builder of a request for a particular home to be entered into the records of the Council and the completed acceptance thereof by the Council in terms of section 14 (1) or (2) of the National Housing Consumers Protection Measures Act 95, of 1998.

**Notification of Construction Work**

As defined in the Construction regulations 4(1).

**National Building Regulations**

The National Building Regulations made under the National Building Regulations and Building Standards Act, 1977 (Act no 103 of 1977).

**Owner - Builder**

An owner who takes on the role of managing the construction or alteration process. The owner-builder is responsible for all day to day aspects of the construction project, just as the building contractor would be if one had been hired. The owner builder assumes the responsibility of the Principal Contractor.

**Principal Contractor**

An employer appointed by the Member to perform construction work.

**Project Manager**

The person in charge of a building site, a project manager manages all sub-contractors and service providers such as carpenters and other workers that are employed under their project. The project manager is appointed by the building contractor, building company or owner builder.

**Regulation**

A regulation made under section 43 of the Occupational Health and Safety Act, 85 of 1993.

**Sub-contractor(s)**

An individual or company hired by the building contractor or owner to perform a specific task as part of the overall project. The definition of a sub-contractor includes but is not limited to installers of internal and external building fittings, suppliers, service providers, repairs, minor works, and other companies associated with garden installations, suppliers and consultants to the building trade and their staff.

**Security Manager**

The manager appointed by the Estate to deal with the Estate's on-site security and who reports to the Estate or Operations Manager.

**Safety file**

As per Construction regulations 7 (1) (b).

**The Act**

The Occupational Health & Safety act 1993 (act no 85 of 1993)

**Workplace**

Any premises or place where a person performs work in the course of his/her employment.

**37(2) agreement**

The written agreement between parties stating that the 'master' party shall be free of liability with regards to the actions and non-actions of the 'other' contracting party whose actions might cause damage to property, injury or death to a person/s. The 'other contracting parties agrees in writing that they will attend to their duties in terms of the rules of EDA and the law applicable. The 'other contracting parties are;

- a) the Member/stand owner in relation to the HOA/ Estate d' Afrique (master party) and
- b) the Principal Contractor in relation to the Member/ stand owner (master party).

### 3. Annexures

*All annexures mentioned below form part of this documents and are attached at the end of these regulations.*

**Annexure BR.1** BUILDING CONTRACTOR REGISTRATION FORM & AGREEMENT

**Annexure BR.2** MEMBER (REGISTERED STAND OWNER) AGREEMENT

**Annexure BR.3** PRE-CONDITION CHECKLIST FOR SITE HANDOVER

**Annexure BR.4** SITE HANDOVER CHECKLIST

**Annexure BR.5** CONTRACTORS AND SUBCONTRACTORS SECURITY REGISTRATION FORM

**Annexure BR.6** APPOINTMENT OF PRINCIPAL CONTRACTOR

**Annexure BR.7** HEALTH, SAFETY & ENVIRONMENTAL AGREEMENT BETWEEN CLIENT & THE CONTRACTOR. 37(2) Agreement

**Annexure BR.8** DOCUMENTS TO BE SUBMITTED BY THE CONTRACTOR

**Annexure BR.9** DOCUMENTS TO BE SUBMITTED BY THE MEMBER

**Annexure BR.10** CONTENTS OF HEALTH AND SAFETY FILE

**Annexure BR.11** NOTIFICATION OF CONSTRUCTION WORK

**Annexure BR.12** SMALL WORKS AND POST CONSTRUCTION INSTALLATIONS

## 4. Legal Status

- 4.1. The conditions governing building activities that are set out in this document are rules adopted by the various Home Owners Associations and the Estate d' Afrique Master Owners Association and accepted as such by each and are therefore binding on all owners, residents, their contractors and sub-contractors.
- 4.2. All owners are obliged to ensure that their building contractors and sub-contractors are made aware of the conditions and that they comply strictly with them. Owners are therefore required to include these conditions in any building contract concluded in respect of property in the Estate.
- 4.3. The relevant Association, through Estate Management, has the right to suspend any building activity due to contravention of any of the Estate Rules or the conditions herein and to report any Building Contractor and / or Construction Site to the Department of Labour for any breach or transgression of the Occupational health and Safety Act.
- 4.4. The Association accepts no liability whatsoever for any losses sustained by an owner, resident, contractor or sub-contractor, professional consultant, adviser or whatever status the person may possess, as a result of contravention of any of the Estate Rules or the conditions set forth in this document.
- 4.5. According to the Bill of Rights, which forms part of the South African Constitution, every person is entitled to a safe and healthy workplace. Estate d' Afrique is therefore committed to provide such required safe and healthy work environment to all its employees which is also the sole intention of the Occupational Health and Safety Act, 85 of 1993. (ref. Constitution, OHS Act)
- 4.6. The secondary, intentional, effect is to protect residents and their children within Estate d' Afrique. The Estate carries a legal obligation to promote the safety and security of its Members. This intention to protect human lives by implementing reasonably practicable measures is extended to contractors, visitors, suppliers and even nearby communities as they are entitled to live in a safe and healthy environment. (ref. Estate rules)
- 4.7. It is a clear legal requirement that the Homeowners Association as an employer and as the Estate's governing body must adhere to the responsibilities and duties as stipulated in the Health and Safety Act to achieve the required outcome.
- 4.8. It is therefore a specific requirement that the Members, principal contractors and all other interested and effected stakeholders involved in construction activities on the Estate, need to be familiar with all the requirements of the Health and Safety Act including the 2014 Construction Regulations (Government Gazette 37305 of 7 February 2014).
- 4.9. To further effect the Health and Safety Act, the Village rules of The Master Owners Association acknowledges the need to adhere to the Act
- 4.10. The Act requires reasonably practicable efforts for an employer to be compliant to the minimum set of health and safety standards.
- 4.11. The rules, procedures and codes of conduct contained herein are not negotiable and will be enforced by the Estate or Operations Manager and the Directors.
- 4.12. All contractors must take note of the disclaimer signage that is displayed at the main gate entrance to the Estate. Right of admission is reserved. Contractor, sub-contractor and related workers registration is subject to security clearance.
- 4.13. Any contravention of these regulations and/or any Estate Rules, will carry fines and/or administrative fees for the correction thereof. The contractor will be liable for all contraventions by his sub-contractors and therefore it is in the interest of the contractor to advise all sub-contractors and other persons acting as his agents of the contents of this document and ensure compliance herewith.
- 4.14. Owner builders will be regarded as Principal Contractors until all building activities have been completed and the occupation certificate received as well as aesthetic clearance certificates issued.
- 4.15. It is the responsibility of the Member to stop any contractor executing a construction activity which poses a threat to the health and safety of any person on the site.
- 4.16. Where a Member appoints a Principal Contractor/s, a signed 37.2 agreement (**Annexure BR.7**) between the Member and Principal Contractor must be submitted to the Estate office before any contractor will be permitted to apply for access.
- 4.17. Where a Member assumes the role of an Owner-Builder, a signed 37(2) agreement between the Estate and that Member must be submitted to the Estate office.

## 5. Compliance and Implementation

### 5.1. All Building Contractors must -

- 5.1.1. be registered with the NHBRC
- 5.1.2. adhere to the minimum requirements as specified by the Occupational Health and Safety Act and Regulations 85 of 1993
- 5.1.3. meet Estates d' Afrique's minimum criteria as per this document.
- 5.1.4. Take cognizance of the requirements as listed in the Annexures referred to in this document

Meeting all the criteria of acceptance does not constitute automatic acceptance. The Homeowners Association must be absolutely assured and satisfied that the persons applying for approval will not be a safety and/or security risk to the Estate and or its residents.

To ensure a uniformed standard of compliance of the Estate rules and applicable health and safety legislation the following program is being implemented to ensure legal and Estate compliance by all stakeholders during construction activities.

### 5.2. Building Regulations and Health and Safety Compliance Program.

The program entails the following:

- 5.2.1. An induction session. A Member shall be subjected to attend the Estate's Building Regulations and Health and Safety Induction session, together with the principal contractor, in an effort to inform and assist with compliance of the Estate rules and applicable legislation.
- 5.2.2. At the time of the induction session
  - The principal Contractor is to submit the documents listed in **Annexure BR.8**
  - The Member is to submit the documents listed in **Annexure BR.9**
- 5.2.3. Regular health and safety inspections of construction sites on behalf of the HOA and Member.
- 5.2.4. Periodic scheduled site audits based on the Estate's health and safety standards.
- 5.2.5. Periodic document verification on the required content of the safety file.
- 5.2.6. Communication of the audits to the Homeowners Association, Member and Principal Contractor.
- 5.2.7. In the event of gross or recurring non-compliance with the Building Regulations, Members and principal contractors must attend meetings when requested in writing with the Homeowners Association or its appointed agent/s to communicate, discuss the required corrective actions to be taken. In the event of failure to adhere to written requests to correct non-compliances, construction activities shall be halted until the non-compliances have been rectified.
- 5.2.8. In the event of gross or recurring non-compliance with the Health and Safety Standards, Members and principal contractors must attend meetings when requested in writing with the Homeowners Association or its appointed agent/s to communicate, discuss the required corrective actions to be taken. In the event of failure to adhere to written requests to correct these non-compliances, the non-compliances will be reported to the Department of Labour.
- 5.2.9. The above program commences on the date of the Induction session.
- 5.2.10. The program terminates when an occupation certificate has been issued by the local Municipality of Madibeng and an Aesthetic Clearance Certificate has been issued by the estate. Until such date the status of the site remains that of a construction site; no household goods, furniture and or appliances may be brought onto site.

### 5.3. Building Compliance Inspections Performed by the Estate Building Compliance Architect.

- 5.3.1. Although the BCO may be a member of the Aesthetics Committee, the Building Control function is NOT a function of the Aesthetics Committee. Building Control is a function of the Estate Manager.
- 5.3.2. The purpose of the BCO is to conduct regular inspections and compare the progress of construction to the approved plans. Any deviations should be reported in the Stage Reports.
- 5.3.3. Minor deviations (such as window and door positions, slight movement of walls, etc.) should be noted – to be included in the final as-built drawings before sign off.
- 5.3.4. Major deviations (such as floor levels, position of buildings, and addition or omission of rooms, etc.) should be addressed before the building work is allowed to continue.
- 5.3.5. Final Completion will not be signed off until all deviations have been submitted on as built drawings, and formally approved by the AC.
- 5.3.6. The inspection stages for new sites are as follows:
- 5.3.6.1 **Temporary site handover** (NB precondition Checklist for site handover PSH 019).
- 5.3.6.2 **Site Handover Inspection SCH 019** (physical site handover can only be booked once temporary site handover has been given by the estate).

The following have been verified:

- Datum point
- Levels
- Boundary pegs
- Water connection
- Drawings
- Sign Board
- Shed
- Toilet
- Screen
- Waste control
- Health and safety – Fire extinguisher and medical box

#### 5.3.6.3 **Stage 1 - Physical confirmation of datum point, site layout and foundation levels.**

- Confirmation of floor levels referenced to the datum level.
- Building footprint referenced to approved drawings.
- Visual inspection of building lines

*Guide when to book inspection. Once levels and setting out can be checked – before concrete for the raft or surface-bed is cast. Foundation wall must be complete or in the case of a raft the shuttering must be installed.*

#### 5.3.6.4 **Stage 2 – Ground floor**

- Check wall plate level and /or underside of soffit.
- Confirm openings (windows and doors) correspond to approved drawings.
- Check plan and confirm that no external aesthetic changes have been made.

*Guide when to book inspection. Brick work must be complete up until wall plate height or in the case of a double storey up until slab level. Window and door openings must also be completed.*

#### 5.3.6.5 **Stage 3 – First floor (if applicable)**

- Check wall plate level
- Confirm openings (windows and doors) correspond to approved drawings.
- Check plan and confirm that no external aesthetic changes have been made.
- On site - Confirm stage 4 inspection. New contractors – Confirm that they understand the complexity of the corbeling installation. Recommend that they use a specialist who knows how to install the estate corbeling.

*Guide when to book inspection. Brick work must be complete up until wall plate height. Window and door openings must also be completed.*

#### 5.3.6.6 **Stage 4 – Completion of roof and verification of maximum height.**

- Corbeling aesthetics according to approved estate details.
- Corbeling details to gable ends
- Ridges, verge tiles etc installed.
- Corbeling to chimneys
- Report on major items that need to be addressed before final inspection can be requested.

*Guide when to book inspection. Once the roof and corbeling are complete but before the ceiling is installed. All vertical elements must be complete i.e. chimneys.*

#### 5.3.6.7 **Stage 5 – Final Aesthetics Inspection (also see attached ACC019)**

- A comparison of the approved drawings to the as-built structure
- Visual confirmation that the corbelling is installed correctly
- Shutters installed according to approved drawings and guidelines
- Paint technique applied correctly
- Pool backwash not connected to sewerage system
- Boundary walls / fences complete and according to guidelines
- Pavement restored
- Kerbs checked for damaged
- Site shed, skip and toilet removed
- All rubble removed from site
- Neighbouring sites clear of rubbish and rubble

5.3.7. It is the sole responsibility of the building contractor or Member to e-mail the Estate or Operations manager to schedule these building compliance inspections at the completion of each individual building stage. At least a weeks' notice is required.

5.3.8. Please note failure to comply with the stage inspections or missing a stage inspection, will result in a fine, not less than R 500.00 and not exceeding R 2 000.00.

5.3.9. An aesthetic clearance certificate will only be issued by the estate once the following has been achieved.

5.3.9.1 all aesthetic issues have been resolved according to the Architectural Design Guidelines and the approved (including as-build) drawings, and

5.3.9.2 all exterior building, boundary and landscaping work and finishing's have been completed to an acceptable standard as determined by the Aesthetics Committee and ultimately the Village Board of Directors, and

5.3.9.3 all building related activities have been completed as per the building Regulations.



- 5.3.10. The HOA reserves the right to deny occupation if the owner is not in possession of both an aesthetic clearance certificate and an occupation certificate as issued by the Local Municipality of Madibeng for the dwelling. Occupation of any house without a valid occupation certificate is unlawful and will not be allowed under any circumstances.

## 6. Site Handover

A site will not be handed over for any form of work to commence if the property has not been transferred into the new owner's name and is registered at the Deeds Office. Proof of registration must be submitted to the Estate's Office.

- 6.1. The site handover consists of two parts.

6.1.1. **Pre-Conditional Checklist for Site Handover** (New Sites as well as Alterations and Additions) **Annexure BR.3**

This section focuses on documentation as required to achieve temporary site handover. A temporary site establishment certificate will be issued by the Estate or Operations Manager once all the documents have been received. The certificate is valid for two weeks and entitles the contractor to install the items as mentioned in **Annexure BR.4** (New Sites as well as Alterations and Additions).

6.1.2. **Site Handover Meeting** (New Sites as well as Alterations and Additions)

This is an onsite meeting to check that all the requirements have been met as stipulated in the site Handover Checklist **Annexure BR.4**. The Site Handover meeting must be attended by the following persons.

- 6.1.2.1 The Principal contractor
- 6.1.2.2 Estate or Operations Manager
- 6.1.2.3 The Estate's appointed Building compliance Architect
- 6.1.2.4 The Estate's appointed Health and Safety officer

- 6.2. Encroachment onto a neighbouring sites and/ or Estate property will only be permitted during construction with the prior written permission of the affected owners and Estate or Operations Manager. Such permission must be submitted with the precondition documentation. The Estate reserves the right to refuse permission if in its opinion it is not necessary to encroach.

## 7. Small Works and Post Construction Installations

Fibre, Air Conditioners, Solar Collector Panels, PV Panels, Fireplaces etc

A Member wanting to install any of the above external fixtures (amongst others) must first

- 7.1.1. complete **Appendix BR.12** (Small works and Post Construction Installations).
- 7.1.2. request a meeting. The intention of this meeting is to proactively resolve any external aesthetic issue which might not comply to the Estate's Architectural Guidelines.

The meeting must be attended by the following persons

- 7.1.2.1 The Member (Registered Owner)
- 7.1.2.2 Estate or Operations Manager
- 7.1.2.3 The Estate's appointed Building compliance Architect

- 7.1.3. Written approval must be received by the Estate's appointed Building compliance Architect before any work commences on site.
- 7.1.4. Failing the above the estate may implement a penalty of R1 000.00 per month until the installation has been aesthetically approved and rectified on site.

## 8. Approved Building Plans

- 8.1 Hard Copy of the Approved plans by Aesthetics Committee as well as Madibeng Municipality must be lodged with the Estate Office.
- 8.2 Soft copy (scanned) of the Approved plans by Aesthetics Committee as well as Madibeng Municipality drawings must be loaded onto the estate Drop Box folder.
- 8.3 Building plans approved by the aesthetics committee as well as the local authority must always be available at the construction site.
- 8.4 No construction activity will be allowed to take place if the drawings/plans are not available.
- 8.5 Please note that the contractor is to adhere to the approved plans and construct the house strictly according to the approved drawings. No deviations are allowed without the prior written consent of the Estate d' Afrique Aesthetic Committee. Request for changes are to be emailed to Estate d' Afrique admin office and written approval must be obtained from the Estate d' Afrique Aesthetic Committee. before the change is effected on site.
- 8.6 Should the change be of a substantial nature (to be determined by the Estate d' Afrique Aesthetic Committee) then a full set of revised drawings will need to be submitted and approved by the Estate d' Afrique Aesthetic Committee before any construction of the proposed change is started on site.
- 8.7 Small detail changes and requests can be submitted to the Estate Building Compliance Architect during a building compliance inspection Request For Minor Changes During Construction – **APPENDIX D** (part of Architectural Design Guidelines) – only minor changes example: changes in window position, balustrade detail, paving, paint colour, position and type of shutter etc.
- 8.8 Approval of these minor changes are only valid once written approval is received from the estate.
- 8.9 All approved minor changes must be shown on a final set of as-built drawings. These drawings must be submitted for aesthetic approval

## 9. NHBRC Enrolment

- 9.1 All new houses must be enrolled with the NHBRC

## 10. Insurance Requirements

- 10.1. The contractor must have Contractors All Risk Public Liability Insurance of not less than R 5,000,000.00 (Five Million Rand) per new construction site and R 500,000.00 (Five Hundred Thousand Rand) per construction site for alterations and additions.
- 10.2. The contractor hereby indemnifies the HOA against payment of any such claims for damages. The insurance must be kept in force during the entire construction period.

## 11. Fees Payable

- 11.1.
  - 11.1.1. The Building deposit for new construction projects is R 50 000.00. If for any reason the Members building deposit becomes less than R 20 000.00, it is the Member's obligation to top the building deposit up to R 40 000.00 until completion of the building project.
  - 11.1.2. The Contractor's deposit for new construction projects is R10 000.00. If for any reason the Contractor's deposit becomes less than R5 000.00, it is the Contractor's obligation to top the Contractor's deposit up to R10 000.00, until completion of the building project."
- 11.2. The Building deposits for Alterations and Additions bigger than 20m<sup>2</sup> is R20 000.00
- 11.3. The Building deposits for Alterations and Additions smaller than 20m<sup>2</sup> or a pool or boundary walls is R10 000.00

- 11.4. Members developing more than 5 properties at the same time will be granted Developer Status. Developers are required to pay one (1) R50 000.00 building deposit for all five (5) properties. The building deposit is to be topped up monthly in order to keep it at the required R50 000.00. With the exclusion of 10.1, above all other regulations within this document are applicable to Developers.
- 11.5. A utility deposit R 2 500.00, which is refundable against consumption.
- 11.6. A water connection fee of R 5 000.00.
- 11.7. An electrical connection fee of R 5 000.00 for single phase and R 7 000.00 for 3-phase.

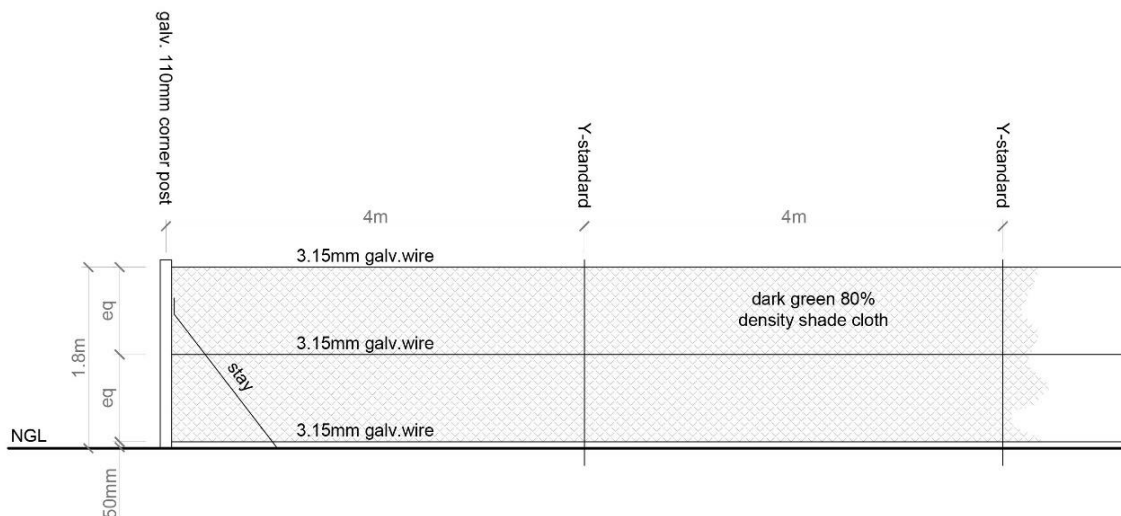
## 12. Site Specific Sign Board

- 12.1. The contractor shall have a site-specific sign board made to the specifications of the HOA.
- 12.2. This sign shall be firmly planted to ensure that it remains standing for the period of construction.
- 12.3. It must always be visible, parallel to the road, and hard up against the shade cloth screen/ fencing the property.
- 12.4. The sign board must be removed on completion.
- 12.5. No other signage is allowed.
- 12.6. The contractor must ensure that no other contractor or service provider erects signage anywhere on the site.

 ♦ ESTATE D'AFRIQUE ♦ REFINED COUNTRY LIVING <b>AREA</b>	
CONTRACTOR	UNIT
Architect :	
Engineer :	
Emergency number :	
Owner :	
<b>SITE SAFETY NOTICE</b> <small>Monitor the Health and Safety of workers and visitors at all times. All persons entering the site must comply with all regulations and safety rules. All visitors must report to the Site Office and obtain permission to proceed onto the site at any time. All safety signs and groundwork must be observed and the nearest person must be notified of any danger. All safety signs and groundwork must be observed and the nearest person must be notified of any danger. All safety signs and groundwork must be observed and the nearest person must be notified of any danger.</small>	
 <b>Unauthorised entry to this site is strictly prohibited</b>	
 <b>Construction work in progress</b> Parents are advised to warn children of the dangers of entering construction sites	
 <b>High visibility jackets must be worn</b>	
 <b>Safety helmets must be worn</b>	
 <b>Protective footwear must be worn</b>	

## 13. Shade Cloth Screen/ Fencing

- 13.1. The contractor must screen and secure the site on all sides, with dark green 80% density shade cloth at 1.8 m high.
- 13.2. The site must remain screened at all times during the construction activities.
- 13.3. Proper fencing materials should be used. Corner posts 110 Ømm with stays, y-standards every 4 meters, 3 stranded wire.
- 13.4. This requirement is to prohibit unauthorised people from entering the construction site. Any relaxation of this requirement due to the location of the stand, topography, etc. must be submitted in writing to the Estate or Operations Manager for formal approval.
- 13.5. All visitors to site must obtain permission from the construction manager/ site foreman prior to entering the site.



## **14. Parking**

- 14.1. Construction vehicles shall be parked so as to cause the least amount of disturbance and inconvenience to other road users and residents on the Estate.
- 14.2. Vehicles parked on the road verge shall be parked with due consideration for users of the street and on the correct side of the road. Any damage caused to the verge and/or Estate and private property by the parking of vehicles, including oil, diesel, or material spillages, will be repaired immediately at the building contractor's expense.

## **15. Water and Electricity Connections**

- 15.1. Water and electricity connections will only be made by parties appointed by the Estate after the required deposits and connection fees have been paid, and the written request for the connections submitted and processed by the Estate or Operations Manager and Estate office.
- 15.2. No unauthorized water or electricity may be used from neighbouring stands. No direct connections to the electricity boxes for extension leads or power tools are allowed.
- 15.3. No water may be used from the fire hydrants on the Estate. Water may only be used from the water connection for that specific stand.
- 15.4. Electricity may only be used from the connection for that specific stand.
- 15.5. Noncompliance on the above points will result in a fine, not less than R 2 000.00 and not exceeding R 5 000.00.

## **16. Site Toilets**

- 16.1. The building contractor must provide adequate temporary portable toilet facilities.
- 16.2. Site toilets are permitted to be connected to the Estate's sewer drains and will be inspected by the Estate or Operations Manager on a regular basis to ensure that there are no leaks or spills.
- 16.3. The toilets may not be placed within a distance of 50 metres from any dam, wetland boundary, water course, river, stream or any water bodies. Under no circumstances may open areas and/or the surrounding bush or adjacent stands be used as toilet facilities.
- 16.4. The Estate reserves the right to stop all work on any site if in their opinion insufficient or no toilets have been provided, until sufficient facilities have been provided.
- 16.5. Should the building contractor provide shower and wash-up facilities for the labourers, such area must be sufficiently screened off.
- 16.6. No person is permitted to change their clothes or uniform outside the site or in view of any public from any road or adjacent site.
- 16.7. The Estate or Operations Manager will carry out regular inspections on these facilities and ensure that any contamination and pollution is remedied immediately, and that these facilities do not pose an unhygienic environment or any health hazards.

## **17. Storage of contractor equipment and tools**

- 17.1. All contractors must erect a sufficient sized lockable shed/hut on the building site as to house and safeguard building equipment, tools and material.
- 17.2. The contractor indemnifies the Estate against any loss or damage whatsoever that may arise from storing building equipment, materials and tools on the building site.

## 18. Building Supplies

- 18.1. No building supplies, equipment, etc. is allowed to encroach onto the roadway or pavement. These materials must be moved onto the site by the contractor before close of work on the same day.
- 18.2. No materials are allowed to remain an obstacle into the roadway, and it is the contractor's responsibility to clean the roadway of all such materials. The same applies to sand or rubble washed or moved onto the road surface during building operations, whether due to normal regular building activities and/or Acts of God.

## 19. Site Cleanliness and Final Clean-up

- 19.1. All building sites and coupled pavements are to be kept clean and safe at all times to the satisfaction of the Estate.
- 19.2. The contractor is responsible for the removal of any sand, cement rubble, waste and refuse that may be washed or blown onto the road or pavement.
- 19.3. Refuse Removal
  - 19.3.1. The contractor will provide, to the satisfaction of the Estate or Operations manager, a skip or other facility for the collection of refuse and building rubble.
  - 19.3.2. The contractor is not allowed to burn any rubbish on the site. Building rubble may not be emptied into any facility provided by the Estate for the household rubbish of the residents or in the skip facility located in the boathouse area.
  - 19.3.3. No rubbish or rubble may be dumped on grounds in the Estate or outside the boundaries of the Estate.
  - 19.3.4. In the event where any building rubble is required to be used as landfill on any other site in the Estate, the prior written consent of the owner of the involved stand is required prior to dumping any such rubble on adjacent stands.
  - 19.3.5. The facilities provided will be cleared at the end of each working week of all organic, hazardous and/or perishable items, in order to ensure that no hazardous and/or rotten materials are left stagnant over weekends.
  - 19.3.6. All forms of paper rubbish, cement bags, cardboard boxes etc. must be collected and removed on a daily basis. Roads in front of the building site must be swept and kept free of rubble, stone and bricks at all times.
  - 19.3.7. Contractors will comply with all general site cleanliness rules as to the satisfaction of the Estate or Operations Manager. If a building site, pavement or street is found to be in a less than satisfactory condition dirty, the Estate or Operations Manager will inform the contractor to clean up the area on the same day or within 1 working day of notice served. Failure to do so will result in the suspension of building activities.

## 20. Pollution

- 20.1. Noise pollution
  - 20.1.1. Machinery and vehicles are to be kept in good working order throughout the duration of the project to minimize noise nuisance. In the event that noise is created through building activities, these activities must be restricted to the times specified for building activities.
  - 20.1.2. It is the responsibility of the building contractor to inform the owners and residents of neighbouring stands when he expects periods of prolonged noise.
- 20.2. Dust, air and water pollution
  - 20.2.1. Vehicles traveling to and from any construction site must adhere to the speed limits so as to avoid producing excessive dust. Access and other cleared surfaces must be dampened whenever possible and especially in dry and windy conditions.
  - 20.2.2. Vehicles and machinery must be kept in good working order to meet manufacturer's specifications for safety, fuel consumption, and prevention of hydraulic system and fuel leaks.

- 20.2.3. No fires are allowed on any site or on any common area on the Estate.
- 20.2.4. As contamination of groundwater and run-off water is of particular concern, all contractors shall ensure that special care be taken in the handling, disposal and cleaning-up operations on the building site. Non-compliance may result in a fine of up to R 10 000.00

## **21. Environmental Compliance**

- 21.1. Contractors and sub-contractors are to take all the necessary precautions to prevent the introduction of any alien plant species to the Estate.
- 21.2. Harvesting of firewood from the building site or from any areas on the Estate is strictly prohibited.
- 21.3. No fishing or hunting is allowed on the Estate.
- 21.4. The contractor will ensure that no natural water source (including, but not limited to the Crocodile River, Saartjiespruit, Hartbeespoort Dam or any other dam which may exist on the Estate) is polluted in any manner as a result of building activities.

## **22. Erosion and Storm water**

- 22.1. The building contractor will install temporary construction entrances, fences, and other erosion control methods considered necessary immediately upon the building site/ building footprint being cleared.
- 22.2. All erosion control measures must be undertaken in collaboration with the Estate or Operations Manager.
- 22.3. Sandbags and berms are to be placed where necessary to prevent erosion, particularly over weekends, holidays, and extended closure periods.
- 22.4. The building contractor must attend to drainage of the building site to avoid standing water and/or sheet erosion and is required to inspect his sites during any rain storm and sometimes after working hours with the Estate or Operations Manager's written consent or personal attendance and implement any emergency storm water control work immediately.
- 22.5. The Estate or Operations Manager will carry out regular site inspections and assess the erosion control, and if found that the control measures re not adequate, the Estate or Operations Manager will instruct the building contractor in writing to carry out remedial work and improve his/her erosion control management within a certain time period, and to maintain the standard throughout the construction period.

## **23. Rehabilitation of Adjoining Properties/ Empty Stand**

- 23.1. It is the responsibility of the building contractor to rehabilitate the sites adjacent to the building site. A fine may be issued to the building contractor or Member in the event of noncompliance in this regard.
- 23.2. The Estate or Operations Manager will conduct a final inspection of the building site and adjacent stands once building has been completed.
- 23.3. Should building operations cease, for whatever reason, and the building is not completed within the specified building period, the contractor will be responsible for taking measures to remove all potentially unsafe, unsightly and environmentally damaging plant, building material, rubble, etc. off site.
- 23.4. Should the Estate have to remove all potentially unsafe, unsightly and environmentally damaging plant, building material, rubble, etc. from a building site, such costs will be deducted from the stand owner's building deposit.

## 24. Construction Timelines

- 24.1. Any improvements and or alterations must commence within seven (7) working days from the date of the site handover date and shall be completed within six (6) months from the date of the site handover meeting.
- 24.2. Any new construction of any building projects must commence within seven (7) working days from the date of the site handover date and shall be completed within eighteen (18) months from the date of the site handover meeting.
- 24.3. Should the building contractor or Member find that for reasons beyond their control, the building period will exceed the 6-month or 18-month construction period, the owner will need to submit a written request for an extension to the Board of directors of the Association for consideration. A late building penalty, the amount to be determined by the Board of Directors will be levied upon the owner of the property until the project is complete:

First 6 months after the 6- or 18-month building period:	R 2 000.00 per month
Thereafter	Double levy per month

24.4.

- 24.4.1. In the event that no progress is made of any building project, for a period of sixty (60) days or more, the building site will be deemed to be an inactive site.
- 24.4.2. In the event that a building site is deemed to be an inactive site, the Estate or Operations Manager, will advise the Member, in writing, that the building site will be closed, within a period of fifteen (15) days from date of such notification.
- 24.4.3. A penalty, which shall be levied on a monthly basis, will be imposed on the Member, in the amount of R2 000.00 per month, from date of closure of the building site, until such time that the building site has been re-opened and the site handover process has been re-attained in terms of clause 24.5.2
- 24.4.4. In the event that a building site has been closed in terms of clause 24.4.2 above, the Member shall be liable to ensure that all building material, rubble, building supplies and site toilets erected at the building site, be removed at his or her own cost. Screen netting and other health and safety requirements must remain in place and compliant in terms of the Building Regulations. In the event that the member fails after being notified to attend to the removal of items from the building site or keep the building site in a satisfactory and clean condition, the HOA will be entitled to attend to the removal of goods from the building site, clean up of the building site and securing the building site which costs will be charged to the member's account."

24.5.

- 24.5.1. In the event that a building site has been closed and is deemed an inactive site, as per clause 24.4.2 above, the site handover process will be revoked in totality, including the site handover certificate, which will be withdrawn.
- 24.5.2. In the event that site handover has been revoked and the site handover certificate withdrawn as per clause 24.5.1 above, the Member will only be able to re-attain site handover, when all the requirements of clause 6 have been fully met and the site is deemed to be compliant with all other criteria as set out in the Building Regulations, and upon inspection and approval by the Operations or Estate Manager.
- 24.5.3. In the event that the site handover has been revoked and the site handover certificate withdrawn, the Member will not be allowed an additional period to complete construction, if site handover has been re-attained as per clause 24.5.2 above.
- 24.5.4. In the circumstances, the construction timelines as set out in clauses 24.1 and 24.2 shall continue to be in force and in effect, even in the event that a building site has been closed, and the late building completion penalty, the amount to be determined by the Board of Directors and as defined in clause 24.3, will continue to apply until the project is complete.

## 25. Deductions and Penalties

### 25.1. Building compliance inspections

- 25.1.1. Site handover inspection conducted by the estate building compliance architect at R 850.00
- 25.1.2. Building compliance inspections conducted by the estate building compliance architect at R 850.00 per inspection.
- 25.1.3. Additional inspections due to non-compliance or problematic sites will be charged at R 850.00 per inspection.
- 25.1.4. These inspection fees will be deducted from the building deposit.
- 25.1.5. Small Works and Post Construction Installation inspection fees will be charged to the Members levy account.

**The MOA Board reserves the right to amend the above fees from time to time.**

### 25.2. Estate d' Afrique Building Regulations and Health and Safety Compliance Program

- 25.2.1. A monthly fee as agreed with the Estate's Health and Safety outsourced service provider will be deducted monthly for the duration of the construction activities commencing from date of the Estate d' Afrique Building Regulations and Health and Safety Induction session.
- 25.2.2. The fee includes
  - 6.1.2.1 Communication of the periodic audits to the HOA, Member and Contractor with photos or video footage taken as objective evidence.
  - 6.1.2.2 Additional site inspections due to non-compliance referred to in clause 5.2.7 and 5.2.8 shall be subject to an additional monthly fee equal to the agreed monthly fee for compliant sites.

### 25.3. Damages

- 25.3.1. The Association reserves the right to deduct all costs for damages, stand rehabilitation or cleaning operations as it deems necessary should the contractor or any of his sub-contractors neglect to do so.

### 25.4. Non- Refundable Maintenance Levy

- 25.4.1. A non-refundable maintenance levy of R 5 000.00 will also be deducted from the building deposit.

### 25.5. Penalties

- 25.5.1. Any penalties incurred during the construction phase due to any breach of the Estate Rules or Building Regulations will be levied to the stand owner.

## 26. Security Protocols for Building Contractors, Sub-Contractors and their Employees

Service providers and contractors are defined as any person or company appointed to construct buildings, do alterations to houses or property, landscapers, garden maintenance, and installations or repairs of any kind related to property and equipment. This procedure also applies to temporary labour employed to do "odd jobs", or any other person/s who will do work of any kind related to construction or alterations on the Estate.

The registration of contractors, sub-contractors and individual workers for access is subject to a security verification process and access may be denied on grounds of such verification, in which case, the principle contractor and the stand owner will be informed of such action in writing by the Estate or Operations Manager.

All contractors and sub-contractors are required to issue their staff with branded high-visibility safety vests when on site.

### 26.1. Gate Access

Only once site handover is complete, will the Estate office authorise the Security to register all contractors, sub-contractors and their workers for access.

- 26.1.1. The relevant security registration forms are available from Security – **ANNEXURE BR.5**



- 26.1.2. Biometric registration of Contractors, Sub- Contractors and individual workers are required. If a Contractor, Sub- Contractor or individual worker does not have a legible fingerprint, an access card will be issued to such a Contractor, Sub-Contractor or individual worker. A registration fee per access card is applicable on all applications. A turnaround period of 48 hours is applicable to all contractor registrations.
- 26.1.3. Contractors, sub-contractors and their employees will only enter the Estate after 07h00 and are required to be off-the Estate by 17h30 from Monday to Friday.
- 26.1.4. All contractors and sub-contractors are required to enter and exit the Estate by means of biometric scan or fingerprint registration through the various gates.
- 26.1.5. In the event that the gates or biometric scanner is out of order, security will verify each worker's identity by means of their original Identity Document to be presented to Security and all contractors, sub-contractors and their employees will be required to sign in.
- 26.1.6. All contractor and sub-contractor vehicles must be registered with security. The driver will be required to stop at the entrance or exit gate. After security has completed a vehicle search, the security officer will request the driver to tag his/her card at the gate, after which security will complete the double tag, authorising access or egress for the contractor / sub-contractor.
- 26.1.7. Spot checks will be carried out by security personnel on a daily basis and any contravention of any of the rules and or regulations, as well as the transgression of any of the conditions of this document, will result in a penalty to the contractor or Stand Owner or possible permanent removal of the contractor from the Estate.
- 26.1.8. Any person on a construction site found without such a security access card, or who is found to be in possession of a card that was not issued on his or her ID number, is in breach of the Estate's security protocols and will be evicted from the Estate immediately. An appropriate fine will be levied against the contractor and the person in question will not be allowed any future site access.
- 26.1.9. The contractor will be required to re-register his/her employees if construction commence on a new building site.
- 26.1.10. In the event where a worker is to perform duties at different sites where the contractor has been contracted, the contractor can apply to register such worker for multiple sites and each of such sites must be reflected in respect of his registration.
- 26.1.11. Any lost, broken or stolen access cards must be reported to Security immediately
- 26.1.12. Registration of fingerprints will be permanently deleted from the system on completion of Construction and/ or at the end of each year.

## **27. Access Classification of Contractors and Sub-Contractors**

- 27.1. Class A Casual / temporary contractors/workers who require one to three days access to the Estate:
  - 27.1.1. Contractors must book an appointment with the EDA Security Manager per e-mail to verify all fingerprints, this information will be given through to the Security Company.
  - 27.1.2. Security, in all events, to contact owner and / or Project Manager before turning workers with no notification away at the gate.
  - 27.1.3. The Security Company will then, on an allocated day, arrange for the testing of all individuals. Each individual must bring positive identification by means of an ID Document or Passport and will be requested to complete an indemnity form to allow a fingerprint process.
  - 27.1.4. After the above has been done, a clear photo will be taken of the candidate and submitted to the office. The results of the background check are received within 24-48 hours after the testing and will determine whether access to the Estate will be granted.
  - 27.1.5. Casual / Temporary Contractors and Workers who requires 1 day of access to the Estate will not participate in the vetting process.
  - 27.1.6. Security will keep the original identity document or passport at the main gate security office when issuing the day-pass and with permission from the casual temporary/contract worker.
  - 27.1.7. A day-pass is only valid for the date on which it is issued by Security.

- 27.1.8. Security will issue an Estate-branded safety vest to the worker, which must be returned with the day-pass upon exit, where after Security will return the worker's identity document / passport.
- 27.2. Class B Full-time contractors who require access to the Estate for more than three (3) days:
- 27.2.1. Contractors must book an appointment with the EDA Security Manager per e-mail to verify all fingerprints. This information will be given through to the Security company.
  - 27.2.2. All such workers to undergo a vetting process.
  - 27.2.3. The cost of the vetting will be R220.00 per person, and this will be for the owner's account and it will be deducted from the building deposit.
  - 27.2.4. The contractor must supply Security with an original RSA Identity Document or foreign passport with a valid work permit. No copies will be accepted.
  - 27.2.5. At least 24-hour notice is to be given to the security office for registering contractors.

## **28. General Contractor Rules and Conduct**

- 28.1. Contractors are responsible for issuing their employees with clearly branded company uniforms or bibs while working on site.
- 28.2. No service provider or contractor or any of his/her employees are allowed to walk around unattended on the Estate. Each person must be transported to and from their work site by vehicle. Any contravention of this rule will be viewed as a security breach and will be handled as such in accordance with the security protocols as well as a fine.
- 28.3. The service provider or contractor shall at all times comply with all environmental laws, statutes and regulations inclusive of the Rules of the Association pertaining thereto.
- 28.4. The service provider or contractor shall at all times comply with all Occupational Health and Safety legislation.
- 28.5. The Contractor's conduct shall at all times conform to the Estate's security protocols whilst the contractor is on site, entering the site or exiting the site.
- 28.6. Construction, renovation and any other activities involving contractors or sub-contractors scheduled for Saturdays will strictly be by stand specific motivation. Permission for construction or renovation work on Saturdays must be applied for in writing to the Estate or Operations Manager by no later than the close of business on the Thursday preceding the Saturday on which these activities are to take place.
- 28.7. Contractors and sub-contractors will only be allowed on a Saturday after written consent has been obtained from the Estate or Operations Manager, subject to no earth works, heavy plant equipment, no power tools, and no noise being generated from the site. In certain built-up areas on the Estate consent to work on a Saturday will not be considered.
- 28.8. Should consent for contractors to work on Saturdays be granted, contractors, sub-contractors and their employees will only be allowed access as per the Estate's access control procedures after 08h00 and are required to off the Estate by no later than 13h00.
- 28.9. No construction or building work will be permitted on any Sunday, Public Holiday, or during the December period as annually determined by the Association.
- 28.10. The recruiting of casual labour at the main gate is strictly forbidden. All employees are to be lawfully employed and registered with the Estate's security.
- 28.11. All accidents, break-ins, theft, or potentially dangerous situations must be reported to Estate management immediately.
- 28.12. Any individual contractor or employee of a contractor found to be in possession of stolen property, whilst on or attempting to exit the Estate, will be detained and handed over to the SAPS. The access card of the offender or biometric access will be cancelled and their access onto the Estate permanently banned.
- 28.13. Strikes, toy-toying, or demonstrations will not be permitted on the Estate or at the Estate's entrance. A fine of R 2 000.00 up to R 5 000.00 will be issued to the Member.

- 28.14. If the building contractor requires additional security for a specific site, this must be arranged with the contracted security company via the Estate or Operations Manager and security site manager. The costs of such additional security will be borne by the contractor.
- 28.15. No labourers shall be permitted to act as night watchmen to guard their respective sites or to overnight within the Estate at all. No security company other than the appointed Estate security contractor may be used inside the Estate.
- 28.16. All construction staff, labourers, service providers, and suppliers are expected to behave in a professional workmanlike manner at all times on the Estate. Their behaviour shall not disturb other residents or activities on the Estate. The Estate or Operations Manager and security staff shall have the right to control behaviour and noise generated by construction workers and to ban disruptive or disrespectful workers from the Estate.
- 28.17. All workers will be transported by the contractor and no employee may walk between the site and the main gate. Any person with or without a security access card, found wandering between sites or between the construction site and the main gate (save for medical or security emergencies) will be removed from site immediately and a fine will be levied against the contractor and Member.
- 28.18. In the case of construction on more than one site, movement of personnel between sites is restricted to vehicles, i.e. no pedestrian traffic.
- 28.19. Under no circumstances may contractor employees or labour be dropped off outside a locked site and congregate outside the site waiting for the site to be opened, or to be collected.
- 28.20. No firearms, weapons, alcohol, drugs or any other intoxicating substances will be allowed on site or within the boundaries of the Estate at all times. The use of such substances on the site is strictly prohibited. Any contravention of this will result in the immediate suspension of activities, as well as the permanent barring of the transgressors. A fine will also be levied against the Contractor and/ or Member.
- 28.21. If any of the employees and/or workers are found to be intoxicated or under the influence of any inebriating substance upon arrival at the entrance, access will be denied.
- 28.22. Should the contractor / subcontractor dismiss or change any of his staff it is his responsibility to bring the staff Members to the security office so that the necessary registration procedures can be affected by the security personnel.
- 28.23. No pets or any other animals are allowed to be brought on to the Estate or on to the building site from outside.
- 28.24. Contractors shall be responsible for the discipline of their labour force and all sub-contractors utilised by them whilst on the Estate.
- 28.25. Any dispute between the contractors and their labourers shall be settled outside of the boundaries of the Estate's property.
- 28.26. The Principal Contractor shall be responsible and be held liable for any damage caused inside or outside the perimeters of the HOA if it affects the HOA, including the subcontractors so appointed by the Principal Contractor.
- 28.27. The Principal Contractor shall be responsible and be held liable for any damage caused to the Estate, whether such damage stems from negligence or willfulness on his part pertaining to any action taken or not taken by him, or from the conduct or lack of conduct, from his subcontractors.
- 28.28. Nothing from the aforementioned clauses, releases the Member from his obligations in terms of this Regulations, to ensure full compliance by his Principal Contractor and subcontractors, and he or she, shall remain ultimately responsible for non-compliance, and in terms of which clause 34 of the Regulations, shall apply.
- 28.29.
- 28.29.1. If, for whatever reason, the Member and the Principal Contractor's agreement is terminated during the construction period, it shall be the responsibility of the Member to appoint a new Principal Contractor.
- 28.29.2. When a Member appoints a new Principal Contractor, a signed 37.2 agreement (Annexure BR.7) between the Member and Principal Contractor must be submitted to the Estate office before any contractor will be permitted to apply for access.
- 28.29.3. In the event that a Member appoints a new Principal Contractor, such contractor shall submit the documents listed in Annexure BR.8

- 28.29.4. The Member shall submit the documents listed in Annexure BR.9
- 28.29.5. The construction timelines as defined in clauses 24.1 and 24.2, even in the event when an agreement between the Member and Principal Contractor has been terminated, shall continue to be of force and effect.
- 28.29.6. Non-compliance with the above, will result in the Member being levied with a monetary penalty, at the discretion of the Estate or Operations Manager, as tabled and defined in clause 34.1.5, or at the discretion of the Board of Directors."

## 29. Construction Vehicles and Deliveries

- 29.1. Vehicle and driver's license scanning procedures as per the Estate rules for access will apply to all contractor deliveries and service provider vehicles.
- 29.2. After security obtains permission from the stand owner via the Estate access control system, an access/exit code slip will print at Security.
- 29.3. The security guard on duty will scan the barcode on the printed slip and proceed to scan the driver's license and the license disk of the delivery vehicle.
- 29.4. The delivery driver will be requested to enter the access code printed on the slip on the keypad at the access gate in order to open the access boom gate.
- 29.5. The access code printed on the slip is valid for 24 hours, but only for single entry and exit. This same code must be entered on to the keypad at the exit boom for egress.
- 29.6. Overloaded construction and delivery vehicles shall be denied access to the Estate.
- 29.7. In the instance where larger trucks (delivery of roof trusses) require access to the site, arrangements must be made with the Estate or Operations Manager prior to the arrival of the truck.
- 29.8. Due to the layout of the Estate resulting in limited turning spaces and tight bends in some areas of the Villages, no abnormal or articulated vehicles will be permitted to enter the Estate without the express written permission of the Estate or Operations Manager. If permission is granted, the vehicle may enter the Estate with due care and under supervision of the Estate or Operations Manager, Security and the construction manager/ site foreman.
- 29.9. Maximum axel load of 8 tons and vehicle width of no more than 2.8 metres is permitted on Estate roads.
- 29.10. Should the construction truck size exceed the permitted limit, the contractor or sub-contractor must make use of smaller shuttles to transport household goods and furniture in and out of the Estate.
- 29.11. Any vehicle, found to be unroadworthy, a danger on the Estate, causes any excessive pollution, noise or contamination of the environment on the Estate will be removed from the Estate and a fine as per the fine table
- 29.12. Servicing or carrying out repairs to any vehicle or equipment is not permitted on the Estate.

## 30. Use of the Roads and Speed Limits

- 30.1. The roads, in spite of being 'private', are deemed as public roads. The traffic regulations of the North West Province and Madibeng Municipality as per the Road Traffic Act 29 of 1989 (as amended) apply to all roads within the Estate and must be adhered to at all times by all road users.
- 30.2. The contractor shall ensure that all vehicles making use of the Estate roads do so with due care and consideration for passenger and pedestrian safety.
- 30.3. Care shall be taken when transporting materials and labourers to the site that the Estate speed limit of 40 km/h on the Boulevard and 30 km/h in any other part of the Estate is strictly adhered to.
- 30.4. Workers are not permitted to be transported on, or around, the Estate in an unsafe manner. Workers must be seated either in the cab and/or within the confines of the load bin. No one is allowed to be transported on the load bin in a standing position, sitting on the edge of the bin, or standing on the tailgate, tow bar, etc.

- 30.5. Failure to take due care or to adhere to the speed restriction or any other traffic signs will result in a fine to the contractor and/or Member and possible removal of the contractor from the Estate.

### **31. Damages caused by construction / delivery vehicles**

- 31.1. Should any of the road edging/verges, electricity manholes, fibre cables, sewer connections, irrigation coupling valves, water meters and pipes, fire hydrants, any other services or trees on the property or verge be damaged by any contractor, supplier, service provider, sub-contractor, staff Member, or employee under the building contractor's control, then the building contractor shall be responsible for repairing such damage immediately at his/her own cost to the satisfaction of the Estate. Alternatively, the Estate will claim the damages and the contractor / Member will be held liable for the excess amount of R5000.00 per incident.
- 31.2. Precautionary measures must be taken from the outset to prevent any such damage.

### **32. Vehicle Search**

- 32.1. All vehicles entering or leaving the Estate may be subject to a search by Estate security personnel.

### **33. Scheduling of Deliveries**

- 33.1. Deliveries of building materials must be scheduled for after 08:00 in the mornings, so as to allow residents the freedom to exit the Estate and before 16:00 in the afternoon for entry reasons.
- 33.2. No deliveries of building materials will be allowed on Saturdays, Sundays and Public Holidays, except with the prior written permission of the Estate or Operations Manager.
- 33.3. The driver of the delivery vehicle must be in possession of a valid driver's licence and an identifiable delivery note, clearly indicating the address and person the delivery is meant for.
- 33.4. If there is no delivery note, or the security guard is uncertain of anything, confirmation will be obtained from the stand owner. If no confirmation can be obtained, access will be denied.

### **34. Non-Compliance**

- 34.1. In the event of the contractor being in breach of any obligations under this agreement, including non-compliance to environmental control, the architectural guidelines and the town planning controls, the Association shall be entitled to one or more of the following remedies:
- 34.1.1. The Estate or Operations Manager may suspend all building activity on a site. This will be communicated to the stand owner and/or the main contractor by the Estate or Operations Manager both verbally and in writing.
- 34.1.2. Give written notification to the contractor to remedy the breach within 24 hours.
- 34.1.3. Insist on rectification of the breach at the cost to the contractor and or Member.
- 34.1.4. Issue a written warning to the contractor

Offence	First Offence	Second or Subsequent Offence or Disregard of Imposition
Technical breach of conduct rule without malice aforethought or premeditated intent or due consideration	R 500.00	R 2 000.00
Non-compliance to rules	R 2 000.00	R 5 000.00
Blatant disregard of rules or of legitimate instructions	R 5 000.00	R 10 000.00 and possible removal from Estate

- 34.1.5. Furthermore, a monetary penalty may be levied against the Member at the discretion of the Estate or Operations Manager, as tabled below, or at the discretion of the Board of Directors. This penalty should be paid within 30 days of the notice served or it may be deducted from the Building Deposit.
- 34.1.6. Deny the contractor access to the site until the breaches have been remedied. Any contractual delay claims will be at the contractor's expense.
- 34.1.7. Either temporary or permanent banning of the contractor from the Estate.
- 34.1.8. The owner may appeal such a decision in writing within seven days of the date of the written document, citing their reasons for such an appeal.
- 34.1.9. Internal dispute resolution procedure as per the Estate rules will apply.
- 34.1.10. No access to the site will be permitted for contractors, sub-contractors, workers, etc. during the period of dispute or litigation.
- 34.2. The Association reserves the right to impose harsher penalties in individual cases which warrant special intervention.

## 35. Dispute Resolution

- 35.1. Should a dispute arise, and the effected contractor is unable to have such dispute resolved between itself and / or the Aesthetic Committee and / or Building Compliance Architect and / or Estate Manager, then the effected contractor may present the dispute to the relevant Village Board of Directors for consideration and ruling. In the event that the outcome remains unsatisfactory, then the dispute maybe referred to the MOA Board for final decision.
- 35.2. Should a dispute arise between the Estate and the contractor which cannot be solved as per above, the disputant parties shall be entitled to resolve or otherwise dispose of the dispute in such manner as they deem necessary, whether by legal proceedings or arbitration.
- 35.3. Should a formal arbitration process be necessary in the event of unsatisfactory progress along the procedures described above, the Directors, on behalf of the Association, and the affected contractor and / or owner shall be entitled to declare a formal dispute, which shall be dealt with in accordance with the Estate Rules.

## 36. Amendment of Rules and Regulations

The Board of Directors are empowered by the Memorandum of Incorporation of the Association to make, amend and/or suspend any Estate rule and/or regulation from time to time as may be deemed necessary to ensure the orderly proceedings of building activities and construction so as to cause the least amount of disturbance to residents, whilst considering the safety of all.

## Annexure BR.1 Revision 0

### BUILDING CONTRACTORS REGISTRATION FORM AND AGREEMENT

SITE AND PROJECT INFORMATION													
STAND NUMBER													
VILLAGE	<i>Beau Rivage   Ville d' Afrique   Port Provence</i>												
ESTIMATED START DATE													
ESTIMATED COMPLETION DATE													
DURATION IN MONTHS	<i>Max 18 Months (new sites) Max 6 Months (improvements and or alterations)</i>												
NATURE OF WORK	<i>New, Alterations, Additions, Pool etc.</i>												
HOMEOWNER / MEMBERS INFORMATION													
NAME													
SURNAME													
CONTACT NUMBER													
E-MAIL ADDRESS													
PRINCIPAL CONTRACTORS INFORMATION													
NAME													
SURNAME													
ID NUMBER													
CONTACT NUMBER													
E-MAIL ADDRESS													
COMPANY NAME													
BUSINESS PHYSICAL ADDRESS													
CONSTRUCTION SUPERVISOR INFORMATION													
NAME													
SURNAME													
CONTACT NUMBER													
ID NUMBER													

*Print Name and Signature*

*Date*

Members Signature

I hereby acknowledge that I am in receipt of the Estate d' Afrique Building Regulations and that I have familiarise myself with the contents thereof.  
I will familiarise all my employees, as well as any sub-contractors with the contents thereof.

*Print Name and Signature*

*Date*

PRINCIPAL CONTRACTOR

## Annexure BR.2 Revision 0

### MEMBER (REGISTERED STAND OWNER) AGREEMENT

SITE AND PROJECT INFORMATION	
STAND NUMBER	
VILLAGE	Beau Rivage   Ville d'Afrique   Port Provence

I, \_\_\_\_\_ the owner of the above mentioned stand, hereby confirm the following.

I am in possession of the Village Rules, Architectural Guidelines and the Building Regulations.

I have read and understand the context of the applicable rules and regulations.

In particular I acknowledge that the rules adopted by the Homeowners Association are binding to me, my Project Manager, Principal Contractor, Sub-Contractors, and that at all times we shall conform to these rules. I will ensure that all parties are made aware of the conditions and that they comply strictly with them.

I understand that if any of the parties' breach or allow the breach of any provision of these rules by his/her employees, sub-contractors or workers, the Association may impose a fine and/or administrative fee for the correction thereof.

I understand that the Estate Management, has the right to suspend any building activity due to the contravention of any of the Village Rules, Architectural Guidelines and/ or Building Regulations.

I acknowledge that the Association accepts no liability whatsoever for any losses sustained by a Member, resident, contractor or sub-contractor, professional consultant, adviser or whatever status the person may possess.

I also undertake to comply with any further provision which may be promulgated by the Association from time to time in form of a written notification.

*Print Name and Signature*

*Date*

Members Signature



## Annexure BR.3 Revision 3

### PRE-CONDITION CHECKLIST FOR SITE HANDOVER – FOR OFFICE USE

SITE INFORMATION	
STAND NUMBER	
VILLAGE	<i>Beau Rivage   Ville d'Afrique   Port Provence</i>
DATE	
NATURE OF WORK	<i>New, Alterations, Additions, Pool etc.</i>

DOCUMENTATION/ ACTION REQUIRED		
NEW SITE	ALTERATIONS AND ADDITIONS	WHERE APPLICABLE SUBMIT THE FOLLOWING TO THE ESTATE OR OPERATIONS MANAGER
YES	YES	Hard copy of the approved plans by the Aesthetics Committee as well as the Local Municipality of Madibeng
YES	YES	Soft copy of the approved plans by the Aesthetics Committee as well as the Local Municipality of Madibeng are loaded onto the Estate DropBox folder
YES	YES	A copy of the Building Regulations, initialed on each page by the Member and Contractor
YES	YES	<b>Annexure BR.1</b> Building Contractors Registration Form and Agreement Completed and signed
YES	YES	<b>Annexure BR.2</b> Member (Registered Stand Owner) Agreement completed and signed
YES	YES	<b>Annexure BR.6</b> Appointment of Principal Contractor
YES	YES	<b>Annexure BR.7</b> (37(2) Agreement
YES	YES	Estate levies are paid up to date
YES	YES	Proof of registration of property transfer
YES	N/A	Proof of payment - building deposit R 50 000.00
N/A	YES	PROOF OF PAYMENT OF BUILDING DEPOSIT R 20 000.00 (> THAN 20m <sup>2</sup> ) or R 10 000.00 (< THAN 20m <sup>2</sup> OR POOL OR BOUNDARY WALL)
YES	N/A	Contractors deposit R10 000.00
YES	N/A	Proof of payment - utility deposit R 2 500.00
YES	N/A	Proof of payment - water connection R 5 000.00
YES	N/A	Proof of payment - electrical connection R 5 000.00 (single) or R7 000.00 (3-phase)
YES	YES	Copy of the contractors NHBRC Registration Certificate
YES	N/A	Copy of the NHBRC Enrolment Certificate
YES	YES	Letter of Good Standing as issued by the Department of Labour
YES	N/A	Copy of the contractors all risk public liability insurance for not less than R 5 000 000.00
N/A	YES	Copy of the contractors all risk public liability insurance for not less than R 500 000.00
YES	YES	Photographs of the site, adjacent stands and kerbs. (Estate or Operations Manager)

Once the above has been received, the Estate or Operations Manager will issue a Temporary Site Establishment Certificate. This certificate is valid for two weeks. It entitles the contractor to only install or erect the items as mentioned on site handover checklist below.

**NO OTHER DELIVERIES OR CONSTRUCTION WORK IS ALLOWED UNTIL THE OFFICIAL SITE HANDOVER CERTIFICATE IS ISSUED.**

## Annexure BR.3.1 Revision 0

### AGREEMENT BETWEEN ESTATE D'AFRIQUE MASTER OWNERS ASSOCIATION AND THE PRINCIPAL CONTRACTOR

SITE INFORMATION	
STAND NUMBER	
VILLAGE	<i>Beau Rivage   Ville d'Afrique   Port Provence</i>
DATE	

I, the undersigned,

\_\_\_\_\_, the Principal Contractor of the abovementioned stand, hereby confirm the following:

1. I am possession of the Village Rules, Architectural Design Rules and the Building Regulations.
2. I have read and understood the applicable Village Rules, Architectural Design Rules, and Building Regulations.
3. I will familiarize all of my employees, as well as any subcontractors which may be appointed with the contents thereof.
4. In particular, I confirm that in terms of paragraph 11.1.2 of the Building Regulations, a Contractor's Deposit, in the amount of R10 000.00 (Ten-thousand Rand), is payable for any new construction project, by myself, the Principal Contractor, to Estate d'Afrique, and is a pre-condition for site handover to be obtained.
5. I furthermore confirm that the Contractor's Deposit, will be utilized at the discretion of the Board of Directors, for any damage caused by myself, or any subcontractors, during the construction process, as defined in paragraph 25.3.1 of the Building Regulations.
6. I furthermore confirm that in terms of paragraph 11.1.2 of the Building Regulations, that in the event that the Contractor's Deposit, for any reason, becomes less than R5 000.00 (Five-thousand Rand), it is my obligation to ensure that the Deposit is topped up to R10 000.00 (Ten-thousand Rand), until completion of the building project.
7. I furthermore confirm that in terms of paragraph 28.26 of the Building Regulations, I am responsible and will held liable for any damage caused inside or outside the perimeters of the HOA, if it affects the HOA, including any damage so caused by the subcontractors, appointed by myself.
8. I furthermore confirm and acknowledge that I will be held responsible for any damage caused to the Estate in terms of paragraph 28.27 of the Building Regulations, whether such damage stems from negligence or willfulness on my part pertaining to any action taken, or not taken by myself, or from the conduct of lack of conduct, from my subcontractors.
9. I finally acknowledge that I am, as stated above, in receipt of the Village Rules, Architectural Guidelines, as well as the Building Regulations, together with all annexures thereto and confirmed to be bound by all of the applicable provisions therein contained without exception.
10. I also undertake to comply with any further provision which may be promulgated by the Association from time to time in form of a written notification.

*Print Name and Signature*

PRINCIPAL CONTRACTOR

*Print Name and Signature*

ESTATE OR OPERATIONS MANAGER

*for and on behalf of Estate d'Afrique*

## Annexure BR.4 Revision 0

### SITE HANDOVER CHECKLIST

SITE INFORMATION	
STAND NUMBER	
VILLAGE	<i>Beau Rivage   Ville d'Afrique   Port Provence</i>
DATE	
NATURE OF WORK	<i>New, Alterations, Additions, Pool etc.</i>

**ON THE DAY OF SITE HANDOVER, IT IS THE CONTRACTOR'S RESPONSIBILITY TO POINT OUT THE DATUM LEVEL, BOUNDARY PEGS AND WATER CONNECTION POINT AS WELL AS ENSURE THAT ALL THE ITEMS BELOW HAVE BEEN PROPERLY ACTIONED.**

NEW SITE	ALTERATIONS AND ADDITIONS	
<i>REQUIRED</i>	<i>NOT REQUIRED</i>	Site specific sign board is installed (including site safety)
<i>NOT REQUIRED</i>	<i>REQUIRED</i>	Site safety signage – Health and Safety.
<i>REQUIRED</i>	<i>REQUIRED</i>	Scale Drawings – Must have the Madibeng Municipality approval stamp
<i>REQUIRED</i>	<i>NOT REQUIRED</i>	Datum point identification
<i>REQUIRED</i>	<i>NOT REQUIRED</i>	50 x 50 mild steel post (in concrete). At least one floor level (as per the drawings) marked on post.
<i>REQUIRED</i>	<i>IF BOUNDARY IS NOT DEFINED</i>	Boundary pegs have been identified by a qualified surveyor and securely marked. (these must not be removed).
<i>REQUIRED</i>	<i>EXISTING</i>	Official water, electrical, sewer and fibre connection point is identified
<i>REQUIRED</i>	<i>NOT REQUIRED</i>	Lockable builder's shed/ hut
<i>REQUIRED</i>	<i>REQUIRED</i>	Site toilet
<i>REQUIRED</i>	<i>NOT REQUIRED</i>	Entire Site to be screened on all sides by a minimum 1.8m high dark green 80% shade cloth screen. Must prohibit unauthorised people from entering the construction site.
<i>NOT REQUIRED</i>	<i>REQUIRED</i>	Specific construction area to be screened by a minimum 1.8m high dark green 80% shade cloth screen. Must prohibit unauthorised people from entering the construction area.
<i>REQUIRED</i>	<i>REQUIRED</i>	Waste control. Skip on site for rubbish disposal. The site must be cleaned daily. The cleanliness of the site may not in any way negatively impact on the estate.
<i>REQUIRED</i>	<i>OPTIONAL</i>	As a precautionary measure, a rubber mat must be laid over the Kerbs
<i>REQUIRED</i>	<i>REQUIRED</i>	On site Health and Safety
<i>REQUIRED</i>	<i>REQUIRED</i>	Fire Prevention Equipment
<i>REQUIRED</i>	<i>REQUIRED</i>	Medical Aid box

Once all the above has been marked IN ORDER and both signatures below have been received, the Estate or Operations Manager will issue a site handover certificate. The certificate will be issued electronically within 24 working hours.

*Print Name and Signature*

OWNER

*Print Name and Signature*

PRINCIPAL CONTRACTOR

*Signature*

Estate Building Compliance Architect  
for and on behalf of Estate d' Afrique

*Signature*

Health and Safety Officer  
for and on behalf of Estate d' Afrique

## Annexure BR.5 Revision 0

### CONTRACTORS AND SUB CONTRACTORS SECURITY REGISTRATION FORM

Please take note:

The fee paid for an Access Card is non-refundable

Please hand in original ID or Passport with work permit – Security will make the required copies to accompany this form.

<b>SITE AND PROJECT INFORMATION</b>													
STAND NUMBER													
VILLAGE	Beau Rivage   Ville d' Afrique   Port Provence												
<b>PRINCIPAL CONTRACTORS DETAILS (EMPLOYER)</b>													
COMPANY NAME													
NAME													
SURNAME													
ID NUMBER													
CONTACT NUMBER													
E-MAIL ADDRESS													
VEHICLE REGISTRATION NUMBER													
<b>SUB CONTRACTORS DETAILS (EMPLOYER) – IF APPLICABLE</b>													
COMPANY NAME													
NAME													
SURNAME													
ID NUMBER													
CONTACT NUMBER													
E-MAIL ADDRESS													
VEHICLE REGISTRATION NUMBER													
<b>INDIVIDUAL WORKERS DETAILS (EMPLOYEE)</b>													
NAME													
SURNAME													
ID NUMBER													
PASSPORT NUMBER													
WORK PERMIT EXPIRY DATE													
DAYS OF THE WEEK	MON	TUES	WED	THU	FRI	SAT							
DURATION													

*Print Name and Signature*

*Date*

SUB CONTRACTORS DETAILS (IF APPLICABLE)

I hereby acknowledge that I am in receipt of the Estate d' Afrique Building Regulations and Estate/ Rules and any other applicable documentation and that I will familiarise myself and all my employees, as well as any sub-contractors with the contents thereof. I/We hereby consent to security verification of all main contractors, sub-contractors and individual workers to be registered for access.

*Print Name and Signature*

*Date*

PRINCIPAL CONTRACTOR

## Annexure BR.6 Revision 0

### APPOINTMENT OF PRINCIPAL CONTRACTOR

**OCCUPATIONAL HEALTH & SAFETY ACT, 1993**

Duties of the Member: **Regulation 5 of the Construction Regulations, 2014**

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#### APPOINTMENT OF PRINCIPAL CONTRACTOR

**5. (1) A client must-**

**(k)** appoint every principal contractor in writing for the project or part thereof on the construction site;

I/We,

\_\_\_\_\_  
*(client's name)*

hereby appoint:

\_\_\_\_\_  
*(name of principal contractor)*

as the principal contractor for the construction work/project to be carried out at:

\_\_\_\_\_  
*(exact physical address of the construction work and site office)*

The appointed principal contractor accepts the appointment and confirms that he/she is conversant with all relevant statutory provisions and regulations of the Occupational Health and Safety Act, 1993, with regard to carrying out construction work.

\_\_\_\_\_  
Signature of the Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Principal Contractor

\_\_\_\_\_  
Date

## Annexure BR.7 Revision 0

# HEALTH, SAFETY AND ENVIRONMENTAL AGREEMENT BETWEEN CLIENT AND THE CONTRACTOR

*Ref. Occupational Health and Safety Act sec 37(2) agreement*

Member / client address Estate d' Afrique

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### WRITTEN AGREEMENT BETWEEN

---

The Client (Member)

and

---

CONTRACTOR

AS ENVISAGED BY SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993, AS AMENDED.

I, \_\_\_\_\_ (name of contractor), representing  
\_\_\_\_\_ (name of contractor company) do hereby acknowledge that  
\_\_\_\_\_ (name of contractor company) is an employer in its own right  
with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993, as amended and I agree to ensure that all work will be  
performed, machinery and plant used, in accordance with the provisions of the said Act. I furthermore agree to comply with all other  
relevant Acts and rules of Estate d' Afrique while providing a service to \_\_\_\_\_ (the Member/client).

I acknowledge having received the necessary induction regarding the rules and regulations of **Estate d'Afrique** on behalf of the  
Member/client. I will ensure that all sub-contractors are properly informed and adhere to all the rules and regulations and relevant  
legislation while on the premises. I will liaise with the (Member / client) \_\_\_\_\_, should I, for whatever  
reason, not be able to complete the task/project or perform in terms of this agreement.

I will also liaise with the Estate d' Afrique Estate or Operations Manager and Estate d' Afrique office in writing, should I, for whatever  
reason, not be able to complete the task/project or perform in terms of this agreement or the requirements of the Estate d' Afrique Building  
Regulations, including the Health and Safety standards.

\_\_\_\_\_ (name of contractor company) is registered with the  
**Compensation Commissioner for Occupational Injuries and Diseases** as stipulated by the Act. My registration number is  
\_\_\_\_\_. I will renew my Good Standing and update my Safety file within 7 days of expiry of this  
document.

**Letter of Good Standing expiry date:** \_\_\_\_\_.

We/I also agree that the Contractor or Sub-contractor, by their signatures hereto, do unreservedly and irrevocably indemnify (*Member / client*) \_\_\_\_\_ and hold him/her, EDA Management, its Boards of Directors, Residence and other Contractors harmless against all the clause demands, actions, clauses of actions and suits at law, which may be made or instituted against it for:

- Any death, injury or incident to the Contractor, Sub-contractor and/or their employees or any agent customer or visitor of the Contractor;
- Any damage caused to property of the Contractor, Sub-contractor, and/or their employees or any agent customer or visitor of the Contractor, including any loss of such property from whatsoever, while on the premises;
- any claims resulting from non-compliance with legislation or Estate rules.

Signed on this date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ at Town/City \_\_\_\_\_

Signed on behalf of \_\_\_\_\_ (*name of contactor company*)

Signature \_\_\_\_\_

Witness full name \_\_\_\_\_

Signed on this date \_\_\_\_ / \_\_\_\_ / \_\_\_\_ at Town/City \_\_\_\_\_

Signed on behalf of \_\_\_\_\_ (*name of Member/client*)

Signature \_\_\_\_\_

Witness full name \_\_\_\_\_

## Annexure BR.8 Revision 0

### DOCUMENTS TO BE SUBMITTED BY THE CONTRACTOR

No.	Item	Legal reference	Source to obtain from
1	Appointment of Principal Contractor by client (completed and signed by parties)	C.R 5(k)	<b>Annexure BR.6</b>
2	Letter of Good Standing	C.R 7(1)(c)(iv)	Dept of Labour
3	Construction Work Permit (if applicable)	C.R 3	Annexure available on request
4	Notification of Construction Work	C.R 4	<b>Annexure BR.11</b>
5	Section 37.2 Agreement	OHS Act sec 37(2)	<b>Annexure BR.7</b>
6	NHBRC Certificate	Estate rule Act 95 of 1998	NHBRC Office
7	NHBRC Enrolment Certificate	Act 95 of 1998 Sec 14 (1) or (2)	NHBRC Office
8	Proof of Contractors Public Liability Insurance of R 5 000 000.00	Estate rule	Insurance Broker
9	Health and Safety File	C.R 7(1)(b)	Contractor



## Annexure BR.9 Revision 0

### DOCUMENTS TO BE SUBMITTED BY THE MEMBER

No.	Item	Legal reference	Source Obtain from
1	Site Specific Health and Safety Specification	C.R 5	Member / Client is responsible
2	Baseline Risk Assessment	C.R 5	Member / Client is responsible
3	Section 37.2 Agreement	OHS Act sec 37(2)	<b>Annexure BR.7</b>

## Annexure BR.10 Revision 0

### CONTENT OF HEALTH & SAFETY FILE ESTATE d' AFRIQUE - C.R. 7(1)(B) & ESTATE RULES

No.	Item	Legal reference	Source Obtain from
1	Estate d'Afrique site specific induction attendance certificate	Estate rules	to provide certificate of attendance
2	Baseline Risk Assessment	C.R 5(1)(a) C.R 7(1)(b)	Member / Client is responsible to provide during Estate Induction on behalf of Member/ client
3	Site Specific Health and Safety Specification	C.R 5(1)(b) C.R 7	Member / Client is responsible to provide during Estate Induction on behalf of Member/ client
4	Appointment of contractor by client	C.R 5	<b>Annexure BR.6</b>
5	Contractor: Company registration document		CIPC – Dept of Trade & Industry
6	DoL: Letter of Good Standing	C.R 7(1)(c)(iv)	Department of Labour
7	SARS: letter of Good Standing i.e. Clearance Certificate	Estate rules	Receiver of Revenue
	Section 37.2 Agreement	OHS Act sec 37(2)	<b>Annexure BR.7</b>
6	Public Liability Insurance of min R 5 000 000.00 (valid during total period of construction)	Estate rules	Insurance Broker
7	Construction Work Permit (if applicable)	C.R 3	Annexure available on Request
8	Notification of Construction Work	C.R 4	<b>Annexure BR.11</b>
9	Occupational Health and Safety Policy Statement - note the requirements of the policy - proof of communication to employees	OHS Act sec 7	Contractor
10	Organogram i.e. Contractor company health and safety reporting structure	Estate rules	Contractor
11	Appointments	C.R.	Contractor
12	Proof of competency / Intention to improve competency	OHS Act sec 8	Contractor
13	SHE Plan	Construction regulations	Contractor
14	Fall Protection Plan	Construction regulations	Contractor
15	Person Details and Copies of ID Documents of employees	Estate rules	Contractor
16	Medical Certificate of Fitness (for applicable appointments)	Construction regulations	Contractor
17	Emergency Preparedness and Response Procedure and Numbers	OHS Act 8	Contractor
18	Incident and Accident Management Procedure	OHS Act	Contractor
19	Safe Work Procedures	OHS Act sec 8	Contractor
20	Toolbox Talks	OHS Act sec 8	Contractor
21	Inspection Register	Construction regulations	Contractor
22	Visitors Register	Construction regulations	Contractor
23	Housekeeping guidelines	Estate rules	provide during Estate Induction
24	Any correspondence from or Estate d'Afrique	Estate rules	Estate /

## Annexure BR.11 Revision 0

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

### NOTIFICATION OF CONSTRUCTION WORK

Legal Reference: *Regulation 4 of the Construction Regulations, 2014: Annexure 2*

1. (a) Name and postal address of principal contractor:

Postal address:

- (b) Name and tel. no of principal contractor's contact person:

2. Principal contractor's compensation registration number:

3. (a) Name and postal address of client:

- (b) Name and tel. no of client's contact person or agent:

4. (a) Name and postal address of designer(s) for the project:

- (b) Name and tel. no of designer(s) contact person:

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 8(1).

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 8(2).

7. Exact physical address of the construction site or site office:

8. Nature of the construction work:

9. Expected commencement date :

10. Expected completion date:

11. Estimated maximum number of persons on the construction site:

Total : \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_

12. Planned number of contractors on the construction site accountable to principal contractor:

\_\_\_\_\_

13. Name(s) of contractors already selected:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Principal Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client's Agent (where applicable)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO**  
• **COMMENCEMENT** OF WORK ON SITE.

## Annexure BR.12 Revision 0

### SMALL WORKS AND POST CONSTRUCTION INSTALLATIONS

(DSTV, FIBRE, AIR CONDITIONERS, SOLAR COLLECTOR PANELS, PV PANELS, FIREPLACES ETC)

SITE AND PROJECT INFORMATION	
STAND NUMBER	
VILLAGE	<i>Beau Rivage   Ville d'Afrique   Port Provence</i>
MEMBERS NAME	
CONTACT NUMBER	
EMAIL ADDRESS	
DATE	
NATURE OF WORK	<i>Fibre, Air Conditioners, Solar Collector Panels, PV Panels, Fireplaces etc.</i>

As per clause 6.2 of Estate d'Afrique Building Regulations. The following form must be completed, and a site meeting attended by the owner before any small works or Post Construction Installations may commence on site.

<b>DETAILS OF REQUESTED SMALL WORKS OR POST CONSTRUCTION INSTALLATIONS</b> <b>DESCRIBE AND PROVIDE SKETCH OR PICTURE WHERE POSSIBLE</b> <i>If space is insufficient, attach a separate page.</i>
<p>Once this form is received by the Estate or Operations Manager a site meeting will be scheduled with the Estate Building Compliance Architect. The intention of this meeting is to proactively resolve any external aesthetic issue which might not comply to the Estate's Architectural Guidelines. This must be done before any work commences on site.</p>

*Print Name and Signature*

MEMBER