

# **MONTE CHRISTO ECO-ESTATE**

## **CODE OF CONDUCT FOR BUILDERS AND SERVICE PROVIDERS**

**Issued : 28 March 2011**

# **CODE OF CONDUCT FOR BUILDERS AND SERVICE PROVIDERS**

entered into between:

*(full names, registered number, if applicable and address of Service Provider or representative who guarantees that he is duly authorize thereto)*

("the Service Provider")

And

*(full names, registered number, if applicable and address of the owner or representative who guarantees that he is duly authorize thereto)*

("the Owner")

And

## **MONTE CHRISTO ECO-ESTATE HOME OWNERS ASSOCIATION**

a statutory governing body instituted in terms of Section 29 of the ordinance Land Use Planning ordinance Nr 15 of 1985

("the Association")

### **2. Introduction**

WHEREAS the Owner and the Service Provider entered into an agreement in terms whereof certain services shall be provided by the Service Provider to the Owner

AND WHEREAS the Service Provider agree and acknowledge that the Monte Christo Eco Estate Home Owners Association, has amongst its primary objectives, the objective to ensure a high quality lifestyle and security for the owners and residents of the Monte Christo Eco Estate,

AND WHEREAS in terms of Section 29 and 30 of the Rules of Monte Christo Eco Estate Home Owners Association provides for the commitment of the parties to a code of conduct in building, construction and or other services provided

NOW THEREFORE the parties agree and bind themselves to the following terms and conditions

## 1. Interpretation

1.1 Unless the context clearly indicates a contrary intention an expression which denotes a natural person includes an artificial person and vice versa;

1.2 The following expressions shall bear the same meaning assigned to them below and cognate expressions bear corresponding meaning:

1.2.1 “**Common Property**”: means the roads, parks, sidewalks, and main road to entrance to other areas as may designated from time to time by the Board.

1.2.2 “**Manual**” means the manual issued from time to time according to the stipulations of the rules, established in terms of Clause 8.2.8 of the Constitution of the **Association**.

1.2.3 “**Owner builder**” means—

- (a) a person who builds a home for occupation by himself or herself; or
- (b) a person who is not a registered home builder in terms of the Housing Consumers Protection Measures Act No. 95 of 1998 and who assists a person contemplated in paragraph (a) in the building of his or her home;

1.2.4 “**The rules**” (Manual of Rules for Owners and Residents) means the rules established in terms of Clause 8.2.8 of the Constitution of the **Association**

1.2.5 “**Service provider**” means any person and/or entity carrying out development and building service in the estate and shall include but not restricted to, Building contractors, Project managers, Building material suppliers, Developers, Owner Builders. This definition of service provider is not exhaustive and where the interpretation of the paragraph warrants, shall also include employee, agents, casual worker and sub-contractor (“hereinafter referred to as the staff compliment”) of the said service provider that might be appointed for carrying out development and building services in the estate.

## 2. REGISTRATION OF SERVICE PROVIDERS

- 2.1 The Service Provider must be registered as such with the Association.
- 2.2 No unregistered Service Provider shall render any services on the Estate.
- 2.3 An owner builder is also required to register as a Service Provider and shall, for purpose of this agreement, be deemed to be a Service Provider.
- 2.4 Registration of Service Providers shall take place according to Section 30 of the Rules of Monte Christo Eco Estate and as set by the committee from time to time.

**3. THE RULES OF MONTE CHRISTO ECO ESTATE**

The Service Provider hereby binds itself to the Rules" (Manual of Rules for Owners and Residents) of the Association and acknowledges that it is acquainted with the contents thereof as if specifically quoted in this agreement.

**4. SECURITY AND SITE ACCESS AND EGRESS**

- 4.1 The committee shall have the power to impose and change, from time to time, security access rules and procedures. The Service Provider shall adhere to and co-operate with the security measures and procedures implemented, from time to time, by the Association and / or his contracted security company.
- 4.2 The Service Provider shall not be allowed access to the estate for any purpose unless he/she is in possession of a valid identity document and is registered by the Association and have an valid Access Card.
- 4.3 If the person of the Service Provider or any member of staff of a Service Provider is not a citizen of South Africa, he/she will not be allowed access unless he/she is in possession of a valid passport and a valid work- and immigration permit.
- 4.4 The following access and working time table will be applicable to all Service Providers:

Monday to Friday	07h00 to 18h00
Saturday	08h00 to 13h00
Sundays and Public holidays	No work
Builders holidays	No work

- 4.5 Service Providers shall not render services outside of the timetable set out in Clause 4.4.

- 4.6 The Association may, on application by the Service Provider or Owner, permit access to the Estate on Sundays and Public holidays.
- 4.7 Applications in terms of Section 4.6 must be lodged with the Association at least 1(one) week prior to the date on which the activity shall take place. Prior to this application, permission in writing must first be obtained by all surrounding neighbors and be submitted, with full details of work to be done, to the Association.
- 4.8 If and when permission is granted by the Association, it shall be in writing.
- 4.9 The Service Provider and his staff compliment must leave the estate within a half an hour after the regulated time mentioned in Section 4.4 above.
- 4.10 Should an owner and Service Provider wish to procure private security (i.e. guard on site) after the regulated hours mentioned above, such services shall only be procured from the Security Company operating in Monte Christo. If not, agreement in regard to the above mentioned service will be concluded between the Owner, Service Provider and the said Security Company, taking into account the security measures imposed by the estate from time to time.
- 4.11 If a Service Provider is also a tenant or house owner in Monte Christo Eco Estate, then only he and his family may remain in the estate. No member of his staff will be allowed on the estate after the regulated egress time.
- 4.12 No member of staff of an owner or Service Provider is allowed to rent a house on the Estate for construction purposes of any kind. If so, application with full details must be lodged with the Association at least 1(one) month prior to the date on which the activity shall take place. Prior to this application, permission in writing must first be obtained by all surrounding neighbors and be submitted to the Association which will contain the full details of work to be done. If and when permission is granted by the Association, it shall be in writing.
- 4.13 The Committee of the Association shall determine the period of the Builder Holiday from time to time in accordance to the Building Industry. On such determination the committee shall notify the owners and Service Provider timorously. No work will be allowed during the Builder Holiday period.
- 4.14 All vehicles of service providers, delivery vehicles etc, entering or leaving the Estate may be subject to a search by the Estate Manager, Security Manager or appointed security personnel.
- 4.15 The point of access and egress for the Service Provider and its staff is through the designated points at the main entrance.
- 4.16 Once on the site the Service Provider and its members of staff are not permitted

to walk around the Estate

## **5. ACCESS CARDS**

**The Service Provider shall apply to the security company contracted by the Association for an access card to be issued.**

- 5.1 No vehicle will enter or leave Monte Christo without an access card.
- 5.2 The cost of an access card shall be determined from time to time.
- 5.3 Access cards shall only be issued on payment of the prescribed Fee.
- 5.4 Lost access cards shall be replaced on application and payment of the fee.
- 5.5 The Service Provider shall apply for access cards to be issued to sub-contractors i.e. glazers, under floor heating specialists, landscapers, cleaners, etc.
- 5.6 The Service Provider shall adhere to and co-operate with the security measures and procedures implemented, from time to time, by the Association or its contracted Security Company. Such security measures and procedures document must be signed by the Service Provider, from time to time, on request by the Association.

## **6. DISCIPLINE**

- 6.1 The Owner and Service Provider shall be responsible for the discipline of the service provider's members of staff and ensure that they adhere to the rules and security measures imposed from time to time by the Association.
- 6.2 Members of staff shall be transported by vehicles to and from their place of work within the estate.
- 6.3 Employment or any other disputes between owner, Service Provider and Members of staff shall be settled outside estate.
- 6.4 Any Service Provider or a member of its staff guilty of
  - 6.4.1 disturbing any animal or bird life in the estate;
  - 6.4.2 removing any building material from any property other than the building rubble or refuse from the estate without the required authorization from owner or possessor of the material;

- 6.4.3 committing any crime; shall be expelled and refused access to the estate pending the determination of his case by the relevant authority and the committee.

## **7. ENVIRONMENTAL CONTROLS**

The Owner and Service Provider acknowledge that the Monte Christo Eco Estate is an environmentally sensitive development and agree and undertake to conform to all environmental controls specified in the Estate Environmental Management Plan as may be revised from time to time. The Estate Environmental Management Plan forms an integral part of the Association and the development of the Monte Christo Eco Estate and as such is legally enforceable by the Association. The environmental controls currently comprise the following;

### **7.1 Building plan controls :**

- 7.1.1 The Service Provider must at all time during the construction phase ensure that a copy of signed approved building plans is on site a viable for inspection.
- 7.1.2 Any variations to the approved building plan shall be of no force and effect unless and until it has been approved in writing by the Association and the Municipality of Mossel Bay.
- 7.1.3 Prior to commencing building, the Service Provider must set out the foundations for inspection and approval by the Association and the Municipality of Mossel Bay.
- 7.1.4 The Service Provider must also confirm in writing the following to the Association
- 7.1.4.1 The height of the building as measured practical on site.
  - 7.1.4.2 Set out and confirm, in writing, the form and state of temporary driveway with the Association; (to prevent delivery trucks damaging road sides).
  - 7.1.4.3 Provide a site drawing indicating the position of storage shed(s);
  - 7.1.4.4 The position of topsoil an excavated soil storage areas;
  - 7.1.4.5 The position of building material storage areas;
  - 7.1.4.6 The position for concrete delivery wash-off; and
  - 7.1.4.7 The position of deliveries.
  - 7.1.4.8 Position of chemical toilets.

- 7.2 The Association shall be entitled to deny the Service Provider to commence building on Monte Christo Eco Estate until the above documentation is in place. **See clause 8, Rules Regulating Building Activities.**
- 7.3 All activities relating to the construction of a building must be confined to be within the boundary of the erf or erven where construction is taking place, which shall include but not limited to the location of staff, the sitting of storage bins and storage materials.
- 7.4 No machine work of any kind will be allowed to take place on any road without the written approval of the Estate Manager.

## **8. RULES REGULATING BUILDING ACTIVITIES**

- 8.1 No site clearance or excavations or any building activity may take place before
- 8.1.1 The Aesthetic Committee has approved the plans.
- 8.1.2 The local authority approved the plans.
- 8.1.3 The prescribed **SITE INSPECTION FORM** has been completed and signed after inspection by the estate manager or any member of the committee and the owner or his duly authorized Service Provider. This is to identify any damages, before the construction phase to roads, curbs, sidewalks and trees, neighboring properties etc.
- 8.1.4 A guarantee or other means of proof to the satisfaction of the Committee is delivered to prove the financial capacity of the Owner to comply with Section 28.1 of the Rules
- 8.1.5 Letter from Administrator to confirm that levies and terrain deposit are fully paid.
- 8.1.6 A written **PERMIT TO COMMENCE BUILDING** issued and signed by the estate manager has been issued to the Service Provider.
- 8.2 From commencement of any building or construction on erven situated in the estate, it will be the responsibility of the owner and his duly authorized Service Provider to abide to all the Rules of the Monte Christo Eco Estate.
- 8.3 A terrain deposit (as determined by the committee from time to time) shall be paid by the owner on submission of the building plans.



8.3.1 The purpose of the deposit is to cover the cost of rehabilitating public sidewalks, roads, open spaces, parklands and adjoining erven and shall include but is not limited to the following:

- Replant of grass or trees damaged through building activities.
- Removal of rubble or rubbish left on the sidewalks or adjoining erven.
- Repairs to any damage street fixture, streetlight, litter bins, benches, etc.
- Repairs to any damaged electrical and telephone boxes or any manhole covers.
- Repairs to any damaged kerb or storm water drains on the street side.
- Repairs to any damaged paving and concrete spilt on paved surface cleaned up properly.
- Repairs to water irrigation pipes or sprinklers damaged.
- Repairs to any cable or pipes damaged by excavation activities.
- Complete building in accordance with the approved building plans.
- Plaster and paint boundary wall both sides.
- Conceal all plumbing pipes exposed from the building.
- Remove all signboards.

8.3.2 The deposit shall also be applied to cover the cost caused by non compliance of the building plans and regulations.

8.3.3 The Committee shall announce the amount of the deposit from time to time.

8.3.4 The deposit will only be refunded on written notice from the owner that the project has been cancelled or on completion of the building works, subject to inspection of the property by the Committee and rectification of any damages by the owner or his representative.

8.3.5 If the Owner fails to rectify any damage, the Association shall apply the deposit for that purpose. If the damage exceeds the deposit, the homeowner will be responsible for the payment of additional costs involved.

8.3.4 10% (Ten percent) of the said deposit is not refundable and shall be utilized as a fee for maintaining infrastructure also used by contractors, subcontractors and delivery vehicles in general.

## **9. SITE PRESENTATION**

- 9.1 The site is to be kept clean. General cleaning and housekeeping practice must be adhered to during building operations. Refuse and building rubble must be removed weekly and building sites must be clean and neat on weekends.
- 9.2 During construction the service Provider shall erect a Hessian or shade cloth fence, alt least 1.8 meter high on the boundaries of the construction site. The fence must be secured by at least 3 (Three) strand wires consisting of poles and droppers at 1.5 m intervals.
- 9.3 No building related activity may encroach onto adjacent erven or park land.
- 9.4 No concrete, dagga, cement or related material may be temporarily stored, mixed or prepared on the roads or pathways.
- 9.5 No material on site may encroach onto an adjacent site, parks, roadways or pathways unless permission has been obtained from the lawful owner of the adjacent erf.
- 9.6 The Service Provider shall be responsible for the removal of any sand, cement or rubble that may be washed or blown onto the road, pavement an adjacent site during building operations.
- 9.7 Where delivery of the material by the Service Provider is impossible due to the location of the stand, the Service Provider shall ensure that material is transported and put on site by means of alternative transport.
- 9.8 The Service Provider shall provide adequate facilities for the disposal of refuse and building rubble and ensure that his members of staff workers utilize these facilities. The use of a waste/refuse bins or skip bin on every building site is mandatory.
- 9.9 No paper, plastic bags, empty food or beverage containers, cement bags, tile off-cuts, ceiling boards, roof tiles, rubble or similar material may lay around on any building site, adjoining property, open space, parklands, roads or sidewalks.
- 9.10 The Service Provider will ensure that the parkland, storm water systems, roadways and pavements near its building site are at all times kept clean and tidy.

- 9.11 The pollution and contamination of the groundwater and runoff water in the estate is of particular concern and must be prevented at all times. The Service Provider shall ensure that special care is taken in the handling, disposal and cleaning up operations on site. Particular care on site should be taken on the use of paint, tile grout, cement, rhinolite, chemicals, oil, fuel etc. Notwithstanding any other penalty or fine that may be imposed on transgressions, the Service provider and Owner may be held liable for the payment of the costs relating to the rehabilitation of the polluted area.
- 9.12 The washing of vehicles by Service Providers is prohibited on the Monte Christo Eco Estate.
- 9.13 No fires will be allowed on any part of the Monte Christo Eco Estate, including the building site.
- 9.14 During building operations the Service Provider must provide chemical toilets or a temporary connected toilet to the main sewerage system with water flushing for use of the workers on site. No "long drop" toilets are permitted. The Service Provider shall not allow blockages of the sewerage system. The Service Provider shall ensure that toilet structures and cleaning facilities are suitably screened from the public view. An enclosure of a minimum of 1.6 meter high above NGL around the ablution area is required and should be big enough to allow workers to change and wash inside the enclosure. If there is no toilet on site, construction work and access to the site shall not be permitted by the estate.
- 9.15 The Service Provider may erect storage sheds/huts within the boundaries of the building site to a maximum height of 2.4 meter. The sheds/huts shall have a neat appearance with clean surroundings.
- 9.16 Notice boards for Service Providers and consultants may be erected on site but shall not be bigger than 1.2 X 1.2 meters. The erf number must be displayed on Notice boards. The contactor's no's are compulsory.
- 9.17 The Service Provider must ensure that the road in front of the building site is at all times swept clean to minimize damage and ensure longevity of the brick road surface.
- 9.18 The Service Provider must ensure that the curbs, road and sidewalks in front of the building site are adequately protected from potential damage through building operations. For this reason a temporary driveway is compulsory. **NO MACHINERY OF ANY KIND WILL BE ALLOWED TO TAKE PLACE ON ANY ROADSURFACE WITHOUT THE WRITTEN APPROVAL OF THE ESTATE MANAGER.**
- 9.19 The Service Provider must store building material on the building site. Special permission will be required from the Association to store material on the road verge directly in front of the building site.

9.20 The speed limit on the Monte Christo Eco Estate for all Service Provider vehicles shall be 35 kmph. The Service Provider is responsible to ensure that all its members of staff, subcontractors and delivery vehicles adhere to this rule.

## **10. DELIVERIES TO SERVICE PROVIDERS**

10.1 No vehicles heavier or bigger than the under mentioned vehicles shall be allowed onto the Estate without the permission of the Committee

10.1.1 Single fixed axle design vehicles.

10.1.2 Vehicles exceeding a length of 9.1m.

10.1.3 Vehicles exceeding a width of 2.6m.

10.1.4 Vehicles exceeding a gross mass 20,000 kg (twenty thousand kg).

10.2 General deliveries

10.2.1 Service Providers shall at all times be responsible for their own and supplier's delivery vehicles and personnel.

10.2.2 All delivery times will be limited to public times as defined in Section 4.4.

10.2.3 Size delivery vehicles must be limited as prescribed.

10.2.4 Deliveries to the building site must take place only from the street frontage of the building site or from the temporary driveway.

10.2.5 Service Providers shall ensure that delivery do not damage roads and/or pavements.

10.2.6 Vehicles with oil leaks shall not be allowed on the estate.

## **11. CONCRETE AND BRICK DELIVERIES:**

The delivery of concrete and bricks has the potential of causing the most damage to the road surfacing, landscape and vegetation. It is therefore important that these deliveries are handled in a particular way.

11.1 The following rules relate specifically to the concrete delivery vehicles.

11.1.1 Drivers of concrete delivery vehicles must be in possession of an education certificate issued by the Association after being trained by the Service Provider and concrete supplier.

11.1.2 Any other driver will only be allowed access to the Monte Christo Eco Estate whilst the service provider is escorting such vehicles from the entrance gate to the relevant building site.

11.1.3 Only delivery vehicles with concrete volume not exceeding 4(four) cubic meters will be granted access to the Monte Christo Eco Estate and the Service Provider shall be responsible to ensure that no spillage of concrete shall occur within the Estate.

11.1.4 The washing-off of concrete delivery vehicles must take place within the confines of the building site and spillage and run-off contained within this site. The Service Provider must indicate on the site where this will occur.

11.1.5 Under no circumstances may concrete be split onto road and sidewalk surface and the Service Provider will be held responsible for the repair to the road if this occurs.

11.2 The following rules relate specifically to brick delivery vehicles.

11.2.1 Only single rear axle delivery vehicles, without trailers, shall be allowed;

11.2.2 Precaution must be taken to ensure that hydraulic jacks of delivery vehicles do not damage road/pavement surfaces.

11.2.3 Only in special circumstances may double axel vehicles deliver bricks to sites within the Estate and in such cases the cargo must be unloaded on a place specified.

11.2.4 The maximum load to be transported into the estate shall not exceed 3000 bricks at a time.

## **12. ELECTRIC POWER NEEDS**

Electrical power needs for construction work on building sites are to be provided only by means of:

12.1 Portable electrical generators which may only be used in the case of electrical outage.

12.2. Approved electrical connections from the electricity box designated for that property to a temporary distribution box (DB) complying with the applicable safety regulations imposed by the applicable laws. All temporary DB's used must be equipped with an earth leakage and plug points where electrical power tools or extension leads can be plugged into.

12.3 No direct connections to the electricity box designated for that property though extension leads or power tools will be allowed. Only the relevant authority or its agents will make approved electrical connections.

12.4 No electric connection with leads running from neighboring houses is allowed.

### **13. NOISE REDUCTION**

The Service Provider shall ensure that they and their members of staff conduct themselves properly and limit the noise of operations.

### **14. INSURANCE & STATUTORY REQUIREMENTS:**

It is the responsibility of the owner to ensure that the Service Provider and his subcontractors comply with the following requirements;

14.1 all the statutory and regulatory requirements in their industry at the local authority, national provincial government, private institutions such as BIFSA and NHBRC.

14.2 Insurance cover relevant to any damages and incidents that may occur

14.3 all the employment laws applicable to its industry.

### **15. LEGAL STATUS, PENALTIES AND FINES:**

15.1 Failure by the Service Provider and or owner with this agreed rules of conduct shall result in the enforcement of the penalties, fines and suspension as stipulated in the rules or otherwise imposed.

15.2 The penalties, fines and suspensions imposed as a result of the contravention of the Rules of Conduct shall be enforced by the Estate's Committee or its authorized agent or Manager.

15.3 Any fine imposed will be payable to the Monte Christo Eco Estate Homeowners Association within 48 hours at the Estate Manager's office. If the fine has not been paid within the prescribed period building operations will be suspended until such time as payment has been made. The Board of directors or the Estate Manager will also have the right to deny the Service Provider access to the Estate until any fine imposed has been paid.

### **16. DISCLAIMER**

- 16.1 The Estate and its members accept no liability of whatsoever nature arising from any damages and losses sustained as a result of the suspension of the building activity caused by the contravention of rules embodied herein.
- 16.2 The Service Provider and owner shall have no claim against the estate and its members for the damages and losses sustained, arising from the penalties imposed by the estate as a result of breach of the provisions of these rules.
- 16.3 The Estate and its members accepts no liability of whatsoever nature arising from any damages and losses sustained as a result of breach of insurance and statutory requirements as set out under paragraph 13.

## **17. ACKNOWLEDGEMENT**

- 17.1 The Service Provider and owner hereby declare that they understand the contents of this agreement and their code of conduct and confirm that they are bound by the terms and conditions contained herein. The Service Provider and owner further undertake to enforce to said rules to other third parties who will carry out work at the estate through them.
- 17.2 The Service Provider and owner further undertake to comply with any other rules and regulations to be imposed by the estate from time to time. The Service Provider shall provide his particulars by completing an application form to be provided by the committee prior to the commencement of work. If any of the particulars provided change, the Service Provider shall notify the committee accordingly by completing another form.
- 17.3 The Association reserves the right to unilaterally amend the rules of conduct from time to time when it becomes necessary to do so. Service Providers and Owners will be informed by the Association about these changes.
- 17.4 It shall at all times be the responsibility of the owner to ensure and procure that his Service Provider abides by and complies with the rules and regulations set out in this Code of Conduct.
- 17.5 An Owner shall be responsible to ensure that his/her Service Provider shall at all times respect, adhere to abide by and comply with all rules and regulations.
- 17.6 Should a Service Provider fail to pay such penalties within 48 (Forty Eight) hours after same has been levied and the Service Provider advised thereof, such Service Provider shall be prohibited from entering the premises until same has been settled/paid in full.

THUS DONE and SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of  
\_\_\_\_\_20\_\_

AS WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
The Association

THUS DONE and SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of  
\_\_\_\_\_20\_\_

AS WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
The Owner

THUS DONE and SIGNED at \_\_\_\_\_ on this \_\_\_\_ day of  
\_\_\_\_\_20\_\_

AS WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
The Service Provider