

THE ISLAND LANDOWNERS ASSOCIATION

CONTRACTOR'S / BUILDER'S CODE OF CONDUCT

1. PARTIES:

The association on behalf of

The Island Land Owners Association (Association incorporated under Section 21)
P.O.Box 511, Parys, 9585 Tel (056) 818-1200

(“TILOA”)

(“the employer”);

(“the contractor”); and

(“the architect”).

2. RECITALS:

- a. The employer has selected a building contractor of his own choice to construct a dwelling house/extensions/additions (“the works”) on erf _____ Vaal de Grace Nature Estate (“the Estate”) and it is a condition that the employer, the principal agent/architect and the contractor will be required to sign an agreement with TILOA to regulate the building activities on the erf. This contract may include, but not be limited to, the builders obligation to erect hoardings to minimise the visual impact during the building period, and conditions relative to the delivery and storage of materials, working hours, transportation routes to the Estate. and the erf, access control procedures within the Estate., the removal of rubbish from the works and the Estate., the erection of boards and signs, and the payment of a pavement deposit of R10 000,00 to protect TILOA against any breaches of any such conditions.

- b. The parties acknowledge therefore that the Estate. has unique qualities as an up market secure residential estate and that in order to maintain the aesthetics, standards, general appearance and access arrangement on the Estate., the parties will sign this accreditation agreement thus assisting each other and ensuring adherence to the rules and regulations as determined by TILOA from time to time.

3. OPERATIVE PROVISIONS

a. DISCIPLINE AND LABOUR

- i. Building activity is only allowed during the following public time hours:
Normal Weekdays 07:00 – 17:00
- ii. No building activity is permitted on Saturdays Sundays or public holidays without special permission, as these days are viewed as private time. Special applications for building activity during private time should be lodged with TILOA, together with the approval of all adjacent neighbours, one week prior to the required private time activity.
- iii. The contractor is responsible, at all times, for the discipline and control of any labour of sub-contractor labour on the works and specifically shall be responsible for any damage caused to any part of the Estate. by any supplier of materials or any other person instructed or employed by the contractor and sub-contractor in respect of the works, it being recorded that it is the contractor's responsibility to ensure that any such supplier, sub-contractor or labour appreciates and understands both the provisions of this accreditation agreement and further the requirements of TILOA from time to time.
- iv. The contractor acknowledges and accepts that it will adhere to any regulations as set out in the MOI, Architectural Guidelines & Environmental Guidelines as formulated, or incorporated in this document or any further controls or instructions which may be introduced by TILOA from time to time.
- v. No night watchman will be allowed on the property at any time.

b. BUILDING SITE REQUIREMENTS

- i. Prior to and during the construction of the works, the contractor shall:
 1. ensure that a copy of the working drawings and plans of the works, as approved by TILOA is on site in the possession of his employees, which plans must be available at site for inspection by TILOA during normal working hours;
 2. ensure that all building rubble is removed from the works on a weekly basis or as otherwise required by TILOA (including any soil, which requires permanent removal from the works as a result of the clearing of the site and cuttings)
 3. ensure that the site is neat and free of any litter or other unsightly waste at all times.
 4. provide a suitable and properly operational waterborne toilets on the site and ensure that the toilet are maintained at all times in a neat and hygienic condition. The toilet is to be established and be fully operational prior to the commencement of the construction of the works.

5. ensure that no semi-trailers are used for deliveries and that all delivery vehicles leave the Estate once the delivery is complete.
6. ensure that the delivery of any material from any supplier only ever takes place during the times as set out by TILOA and detailed for the time being in clause 3(a)i ;
7. ensure that a detailed building programme has been compiled and a site diagram prepared indicating where on the erf it is intended that material will be stored;
8. ensure that no storage of any building materials or rubble occurs outside the boundary of the relevant building area. It will be the responsibility of the contractor to ensure that the volume of material on site is not such that the storage has to occur outside such building area of the erf.
9. the building area must be properly marked and no materials will be allowed on the adjoining erven.
10. The contractor will properly and correctly erect a 80% green shade cloth screen, of a minimum of 2 metres in height, in order to screen off the building activities from the immediate neighbouring developed properties, if requested by TILOA.
11. ensure that no damage is caused to kerbs and/or trees/bush on the reserve areas.
12. ensure that the roadways and reserves are kept clean of all materials and debris at all times.

c. VARIATION OF APPROVED DESIGNS

The parties acknowledge that TILOA will enforce compliance with the Architectural Guidelines & Environmental Guidelines and any other instructions and regulations in respect of the construction of any works on the Estate., from time to time. The contractor shall at all times work from a plan or revision thereof, which has been approved by TILOA.

d. ACCESS CONTROL

The access control arrangements are determined in the sole discretion of TILOA from time to time and on notice to the contractor.

i. TILOA ACCESS CONTROL PROCEDURES

1. Access control protocol and procedures must be adhered to at all time, and contractors are requested to always treat the security personnel in a co-operative and courteous manner. All contractors must register with the estate office and complete the required questionnaire to ensure that an effective access control can be provided. Any contractor causing damage to the controlled gate or its mechanism shall be obliged to repair same at his cost. The access control centre at the gate should be advised in advance of the pending arrival of deliveries, and particulars relating to vehicle registration number and the property to go to should be provided. Where the deliveries arrive unannounced, the access control will contact the

relevant contractor by phone in order to verify that access may be granted.

ii. ACCESS CONTROL

1. The parties acknowledge that the control of labour and access to and from the Estate is critical to the proper functioning of the Estate. In the event that TILOA's rules and regulations in regard to access are not adhered to by the contractor after the contractor has received written notice to rectify its failure to adhere to the rules, TILOA shall be entitled to refuse the contractor access to the Estate.
2. The access control arrangements are determined in the sole discretion of TILOA from time to time and on notice to the contractor.
3. The parties acknowledge that only the main entrance to the Estate may be used for the purposes of entering the Estate and the contractor undertakes to ensure that his labourers and sub-contractors adhere to this rule.
4. The contractor will also ensure that he provides vehicular transport of his labourers into the Estate and that such transport proceed directly to the works, and that the labourers will at all times restrict themselves to the site of the works.

iii. CONTROL OF LABOUR ON ESTATE GROUNDS

1. All labour that is employed on the Estate by each builder and subcontractor, (subcontractors are the responsibility of their main contractor / employer) must be issued with their employer's plastic laminated ID card.
2. The card must include at least the following:
Colour / B & W photograph (optional)
Names
Employer
Erf No. (s) employed on.
Name of builder working for, if a subcontractor.
3. All personnel working on the Estate are to wear these ID cards at all time while on the Estate. Any person found without their card will be asked to leave / removed from site and only permitted to return once management of their company requests so and re-issued them with a new ID card.
4. All such cards must be photocopied and delivered to TILOA prior to commencement of works.
5. Any subsequent labour brought onto site by builders or sub-contractors will also have to have a copy of their id delivered to TILOA.
6. Any worker found not to be "registered" with TILOA office will be removed from site.

7. All workers are to wear their companies overalls with the name of the company clearly displayed on it.
8. All contractors must inform TILOA if any of their workers are transferred from site or their employment terminated, so that the records can be modified accordingly, and access denied to those concerned.

iv. ACCESS TO SITE

1. Vaal de Grace is a nature estate and extreme care should be taken not to disturb wild life and birds.
2. No fishing is allowed and boating is prohibited.
3. Any person found hunting or trapping will be prosecuted.
4. No building personnel allowed roaming around the Estate. Any person found outside the building site without written permission will be prosecuted for trespassing.
5. All workers arriving at Main Entrance must be transported under supervision by vehicle to site and same applicable on exit.
6. No workers will be allowed to enter or leave through any other gate. Workers can be requested to disembark to be searched upon entering or leaving the Estate if requested.
7. The Estate access control reserves the right to request a search of any vehicle / person, entering or leaving the Estate at any time. Refusal to co-operate with such a request will result in the local police being called in to assist.

e. SECURITY

The Estate access control will obviously keep a look out for anything being removed illegally from the site, but does not accept any responsibility for losses incurred due to theft off of the site.

f. WORK HOURS

- i. Any work performed anywhere on the Estate by any non-resident is restricted to the following times:
Monday to Friday 07:00 to 17:00 (Estate to be vacated by 17:30)
Saturday No work permitted
Sunday No work permitted
Public Holidays No work permitted
21 December – 7 January: No work permitted, other than regular garden service, which shall be permitted.
- ii. Exceptions:
 1. Life and/or property threatening emergencies, such as burst geysers or broken water pipes, only.
 2. Saturdays only - (excluding the December/January holidays and Public Holidays): Contractors may work between 08:00 and 13:00 only by arrangement with TILOA.

g. BUILDER'S CODE OF CONDUCT

The following points are to be adhered to by all builders and their subcontractors when working on the island nature estate.

Any conflicting instructions are to be reported as soon as possible.

i. SITE ESTABLISHMENT:

1. All erven must be clearly identified to the builder by the Estate Manager prior to any building works or site camp establishment commencing.
2. Erf must be fenced off by means of 80% shade cloth panels if requested by TILOA
3. All materials delivered to site are to be kept tidy and within the confines of the allocated building area at all times.
4. Site huts/offices/containers must all be erected within the confines of the applicable building area.
5. The TILOA may place a "STOP WORK" order on any contractor that does not keep to the rules or their building area.
6. During the times that sand piles are not being worked away, they are to be covered with a hessian or plastic sheet and weighed down to prevent building sand from blowing around the Estate. / reserve areas.
7. Each erf will be provided with a water point and meter. The Land Owners Association will charge for consumption.
8. Taps are to have proper hose connections to avoid water wastage and flooding.

ii. ABLUTION FACILITIES

1. All sites are to have their own toilets erected on that erf for their workers.
2. Any workers found relieving themselves in areas other than in supplied toilets will be removed from the Estate grounds and barred from returning.

iii. RUBBLE / REFUSE

1. All refuse must be picked up daily and put into bags and removed from site regularly by the contractor at his own cost.
2. TILOA may place a "STOP WORK" order on any contractor that he feels is not keeping their site or sites in a acceptably tidy state or have the rubble removed and have the cost deducted from the deposit.

iv. GENERAL

1. No one is permitted to interfere with, or snare any animals or birds on the Estate.. Such action will result in that person(s) being removed from the Estate and prosecuted.

2. Littering is strictly prohibited. Contractors are to be especially conscious in this regard and pass instructions to their workforce accordingly.
3. No smoking is allowed on open areas. The Contractor must in conjunction with the owner mark off an area for use by smokers.
4. No fire is permitted.
5. UNDER NO CIRCUMSTANCES ARE ANY WORKERS OR MANAGEMENT TO WEAR FIREARMS ONTO THE ESTATE GROUNDS. TRANSGRESSORS WILL BE REMOVED FROM SITE IMMEDIATELY

4. BREACH

- a. In the event of the contractor breaching any of the provisions of this accreditation agreement, TILOA shall give the contractor 24 hour notice in writing, delivered either by email, fax or by hand, to remedy the breach, failing which TILOA shall be entitled to exercise all or any of the following options:
 - b. deny the contractor access to the Estate.; or
 - c. cancel this accreditation agreement in which event the contractor shall not be entitled to continue construction of the works. In this event, TILOA will meet with the contractor if necessary, in an effort to obtain the contractor's undertakings to abide by the terms and conditions of this accreditation agreement, in which event TILOA undertakes to re-sign the accreditation agreement but limited only to the works in question. Until the agreement is re-signed the contractor shall not be entitled to continue with the works and shall be denied access to the Estate.
 - d. In the event of the accreditation agreement being cancelled and then re-executed in terms of 4(c) the contractor shall be entitled to complete the works in question but shall not automatically be considered to be an accredited contractor for the purposes of construction of any further works on The Estate.. Should the contractor however fully comply with the spirit and terms of the conditions of this accreditation agreement during the time that works are carried out, TILOA will favourably consider the contractor as approved for the purposes of construction of further works on the Estate..

5. DETAILS AND DOMICILIUM

- a. TILOA:
 - CONTACT PERSON: J L Janse van Vuuren - Manager
 - PHYSICAL ADDRESS: No 1, Vaal de Grace Nature Estate, Parys F.S.
 - POSTAL ADDRESS: P.O.Box 511, Parys, 9585
 - EMAIL: info@islandestate.co.za
 - TELEPHONE NO: (056) 818-1200
 - FAX NO: (056) 818-1200

- b. EMPLOYER:
CONTACT PERSON: _____
PHYSICAL ADDRESS: _____
POSTAL ADDRESS: _____
EMAIL: _____
TELEPHONE NO: _____
FAX NO: _____
- c. CONTRACTOR:
CONTACT PERSON: _____
PHYSICAL ADDRESS: _____
POSTAL ADDRESS: _____
EMAIL: _____
TELEPHONE NO: _____
FAX NO: _____
- d. ARCHITECT:
CONTACT PERSON: _____
PHYSICAL ADDRESS: _____
POSTAL ADDRESS: _____
EMAIL: _____
TELEPHONE NO: _____
FAX NO: _____

6. THE EMPLOYER:

By its signature to this accreditation agreement the employer undertakes to co-operate fully with the contractor and with TILOA. to ensure that the spirit of and terms and conditions of this accreditation agreement are fully complied with. The employer accepts and acknowledges that it has employed the contractor and the architect and as such is responsible to ensure both the architect and the contractor comply with this accreditation agreement, the Architectural Guidelines, Environmental Guidelines and any rules and regulations lay down by TILOA from time to time.

SIGNED by TILOA at.....this.....day of.....
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WITNESSES:

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for and on behalf of THE ISLAND LAND OWNERS ASSOCIATION

SIGNED by the employer at.....this.....day of.....
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WITNESSES:

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the employer

SIGNED by the contractor at.....this.....day of.....
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WITNESSES:

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the contractor

SIGNED by the architect at.....this.....day of.....

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WITNESSES:

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the architect