



**CONTRACTOR'S CODE OF CONDUCT**  
**FOR NEW BUILDS, ALTERATIONS AND ADDITIONS**  
**APPLEGARTH ESTATE OWNERS' ASSOCIATION**

**Owner:** \_\_\_\_\_

**Erf No:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

## TABLE OF CONTENTS

CLAUSE	PAGE
1. DEFINITIONS	3
2. PREAMBLE	3
3. QUALIFICATIONS AND CONTRACTORS	3
4. COMPLIANCE WITH RULES AND REGULATIONS	4
5. RULES AND REGULATIONS	5
6. MONTHLY BUILDING MANAGEMENT LEVY	12
7. PAYMENT OF FINES	12
8. SIGNATURE	13
ANNEXURES	
1 FINES IMPOSABLE ON MEMBERS	14
2 PRE-CONSTRUCTION PAYMENTS	15
3 POWER OF ATTORNEY	16
4 NEIGHBOUR'S CONSENT	17
5 INFORMATION REQUIRED - BUILDER'S BOARD	18

## **1. DEFINITIONS**

The terms used in this Contractor's Code of Conduct (referred to herein as "this Code") shall be as defined in the Constitution of the Applegarth Estate Owners' Association (AOA).

## **2. PREAMBLE**

2.1 The purpose of this Code is to ensure integration between residential living and control over contracting activities within the Estate with minimal impact to the environment. The terms and conditions of this Code have been developed in terms of standard practice currently in place to achieve this goal.

2.2 Members of the AOA are bound and the Member's contractor will likewise be bound by the terms of this Code as it forms part of the contract between the Member and the Member's Contractor.

2.3 Penalties due for the contravention of this Code set out in Annexure 1 hereto (hereinafter referred to as "fines") will be paid by the Contractor to the AOA and accrue to the AOA's Levy Stabilisation Fund.

2.4 A Member's contractor shall not be permitted to commence work on the Estate until the Member has furnished the AOA with a copy of this Code and its Annexures, duly signed by himself, the relevant contractor and third parties where applicable. Upon such signature, this Code shall constitute a binding agreement between the AOA and the Member and between the Member and his Contractor, which Contractor will be liable to the AOA for fines and penalties arising from his non-compliance with this Code.

2.5 Copies of the following required pre-construction documents are to be provided to the AOA before work can commence:

2.5.1 Council Approved Plan;

2.5.2 Proof of payment for all pre-construction fees;

2.5.3 Site Plan indicating details of setting out site camp placement including but not limited to the placement of the contractor's property, equipment, facilities for workmen and material.

2.6 Breach

Should a contractor commence work before the aforementioned pre-construction documentation has been delivered to the AOA, the Member will be fined.

## **3. QUALIFICATION AND CONTRACTORS**

3.1 Only Building Contractors who are registered and fully paid-up members of the NHBRC and who can furnish at least three favourable references of prior building contracts will be permitted to build in the Estate.

- 3.2 An owner builder who qualifies under 3.1 will be permitted to construct alterations and additions to a home but be subject to the same terms and conditions as set out herein.
- 3.3 Contractors are at all times responsible for their sub-contractors and employees while on the Estate.
- 3.4 By signing this document, contractors acknowledge that they comply with all statutory health and safety and environmental requirements and indemnify the AOA against any liability whatsoever and by whomsoever. In this regard the contractor shall have a Contractor's All Risk Insurance Policy to the satisfaction of the Member and the AOA.

#### **4. COMPLIANCE WITH RULES AND REGULATIONS**

- 4.1 The rules and regulations listed below are intended to ensure that there is minimal disturbance of the quality of life of the residents of the Estate as well as minimal impact to the environment during building operations, whilst allowing for efficient construction by contractors.
- 4.2 Should a contractor be found to be in breach of the stated rules and regulations he will be fined by the AOA according to Annexure 1 or any amendment thereto by the AOA.
- 4.3 The contractor acknowledges that he is working in an environmentally sensitive development: The contractor agrees:
  - i) To conform to all environmental controls specified in this document as from time to time;  
To be bound to all environmental and other requirements laid down by any controlling authority and specifically the City of Cape Town in the Environmental Management Programme (EMPN) as well as those of the Department of Environmental Affairs and Development Planning of the Western Cape Government and in doing so confirm that they are familiar with these requirements, copies of which are available from the AOA upon request.
  - ii) To be liable for any fine imposed on a Member of the AOA should any of these regulations be contravened by him or his contractor. In addition, any damages suffered by the Developer as a result of such contravention should any environment approval or guarantee release be delayed as a result of such contravention.

#### **5. RULES AND REGULATIONS**

##### **5.1 Environmental Education and Wetlands**

- 5.1.1 All contractors and sub-contractor personnel are required to be briefed on this Code. The main contractor must hold these briefings before his staff will be permitted to work in the Estate.

#### 5.1.2 Breach

Personnel who have not been briefed will be denied access to the Estate.

5.1.3 Water run-off from the construction site may not enter the wetland areas for the duration of the construction period. All chemicals and other harmful materials may not be allowed to contaminate the site or water that may run into the wetlands. This is to protect the soil conditions and allow the natural plant material to grow in this area.

#### 5.1.4 Breach

- i) The owner and contractor shall be held responsible for the cost of the remedial work required for the rehabilitation of the area by the AOA who shall deduct same from the building deposit; and
- ii) The Member will be fined in accordance with Annexure 1.

### 5.2 Limits of building activity

5.2.1 All activities relating to building operations, including storage of materials, must be confined to within the erf boundary where construction is taking place. However, if permission is obtained from the owner of the adjoining vacant erf, the site may be used for storage. It is the responsibility of the contractor to ensure that his personnel comply with this rule.

#### 5.2.2 Breach

- (i) Work by the contractor will be stopped by the AOA until such time as the contractor's equipment has been moved to within the erf;
- (ii) In addition, the Member will be fined in accordance with Annexure 1.

### 5.3 Site presentation, trees and spoiling of excess material

5.3.1 The contractor will be expected to keep the appearance of his site neat and tidy at all times. Building rubble and litter must be removed from the site by Friday of each week. Refuse drums or mini skips must be supplied for the purpose of storing litter until removed from site. Building rubble, litter and sand must at all times be neatly covered by shade netting in one designated area. No litter may be stored or mixed in amongst building rubble and/or sand. No material or building rubble shall be spoiled on the Estate.

#### 5.3.2 Breach

Should a contractor fail to comply with any of the requirements of this clause 5.3.2 including the removal of building rubble and litter within a timeframe specified by the Estate's Building Controller, the rubble will be removed by an outside contractor. The costs thereof shall be paid by the AOA and deducted from the Contractor's Deposit.

The contractor will be denied access to the Estate until such costs have been paid in full. In addition to this the Member will be fined in accordance with Annexure 1.

5.3.3 All materials mixed with cement may under no circumstances be mixed on bare ground. Care should be taken not to contaminate the ground and excess waste materials should be removed from the site. Paint brushes and other similar materials should be cleaned and the water / cleaning fluid disposed of in the appropriate manner. This may never be emptied onto the ground.

5.3.4 Breach

If the ground has been contaminated as a result, the contractor shall at his own expense remove the contaminated material and replace the soil with topsoil approved by the AOA and the Member will be fined in accordance with Annexure 1.

5.3.5 **Requirements concerning the protection of trees in the Estate**

- i) Tree protection hoarding must be kept intact at all times and damage thereto must be repaired at the cost of the Member. The hoarding may only be removed on the instruction of the AOA;
- ii) No materials are to be hung in or stored against the trees or against the hoarding;
- iii) No item or nail may be attached to any tree unless deemed necessary by the AOA;
- iv) No spilling of materials from site or run-off of storm water may be directed towards trees;
- v) No branches or tree roots may be removed nor pruned unless performed by the AOA;
- vi) All roots that are exposed during excavations are to be left intact and inspected by the AOA who shall deal with the pruning of roots directly or under the supervision of a specialist;
- vii) All trenching within the tree canopies is to be approved by the AOA before commencement thereof. All trenching and excavation within the tree canopies are to be performed by hand (spade work);
- viii) If any tree is damaged this is to be reported to the AOA who, with specialist assistance, will determine the rectification measure;
- ix) Potential compaction of soil within the root zone is to be ameliorated through methods approved by the AOA;
- x) Pruning to clear for construction works to be supervised by professionals approved by the AOA;
- xi) The existing water table around the trees must be maintained during the construction work; and
- xii) In addition, dependent on the extent of excavation adjacent to the root zones to be determined by the AOA, retention of the root ball will be required.

5.3.6 Should a contractor fail to comply with the protection of trees and tree hoarding as set out above, the rehabilitation of the tree in question will be for the account of the Contractor. The costs thereof shall be paid by the AOA and deducted from the Contractor's Deposit. The contractor will be denied access to the Estate until such

costs have been paid in full. In addition to this the Member will be fined in accordance with Annexure 1.

#### **5.4 Cleaning of vehicles and equipment**

5.4.1 The washing of contractors' vehicles and equipment is not permitted on the Estate and must be carried out elsewhere.

5.4.2 Breach

The contractor will be fined in accordance with Annexure 1.

#### **5.5 Fires**

5.5.1 No fires will be allowed on any part of the Estate. The contractor is to provide fully operational fire extinguishers which are to be on site at all times.

5.5.2 Breach

The contractor will be fined in accordance with Annexure 1. The contractor will in addition be held liable for any damage caused by the breach of this regulation.

#### **5.6 Smoking & Liquor**

5.6.1 No smoking will be permitted on the Estate except within a five-metre radius of a portable fire extinguisher. No liquor or consumption thereof will be allowed on site at any time.

5.6.2 Breach

The contractor will be fined in accordance with Annexure 1.

#### **5.7 Ablution facilities**

5.7.1 The contractor shall provide temporary water-borne or chemical toilets situated on the site for the use of his employees for the duration of the building operations. The toilet must be situated as discreetly as possible, kept level with the door fastened at all times, be within the area screened off by shade cloth and must be put a minimum of 5m away from the boundary thereof at all times.

5.7.2 Breach

- (i) The contractor will be denied access to the Estate until such time as this regulation is complied with;
- (ii) In addition, the contractor will be fined as per Annexure 1.

#### **5.8 Hours of work:**

5.8.1 Contractors may only be present on the Estate during the following hours:

Normal Working days	07:00 to 16:30
Saturday	08:00 to 13:00

5.8.2 Watchmen are only allowed on the Estate outside of the hours set out in 5.8.1 above with the written permission of the Developer during the development period and the AOA thereafter.

5.8.3 Breach

- (i) Contractors will be evicted and escorted from the Estate by security personnel.
- (ii) In addition, the contractor will be fined as per Annexure 1.

## **5.9 Permission to work outside of hours of work**

5.9.1 Contractors are not allowed on the Estate on Sundays and public holidays without the written permission of the AOA.

5.9.2 Breach

- i) Contractors will be evicted and escorted from the Estate by security personnel.
- (ii) In addition, the Member will be fined as per Annexure 1.

## **5.10 Vehicle Sizes Allowed**

5.10.1 Vehicles entering the Estate are restricted to the following:

5.10.2 No articulated nor tracked vehicles will be allowed:

- i) Maximum length = 9.1m
- ii) Maximum width= 2.6m
- iii) Maximum gross vehicle mass = 20,000kg
- iv) Maximum axle load = 8,000kg

Vehicles larger than above dimensions will be denied access to the Estate.

## **5.11 Deliveries to Contractors**

### **5.11.1 General deliveries**

5.11.1.1 Members' contractors will at all times be responsible for compliance with these rules and regulations by delivery personnel.

5.11.1.2 Breach



The Member will be fined as per Annexure 1.

### **5.11.2 Concrete deliveries**

5.11.2.1 The washing off of premixed concrete delivery vehicles must take place within the confines of the building site and spillage and run-off contained within this site. Under no circumstances may concrete be spilled onto the road surface and the contractor will be held liable for the cleaning and repair to the road if this occurs.

5.11.2.2 Breach

- (i) The contractor will be fined;
- (ii) And in addition, will be held liable for the costs of repairing any damage caused.

### **5.12 Storage Sheds/Huts**

5.12.1 The contractor will be allowed to erect either green storage sheds/huts to a maximum height of 2,4m or 6m green containers within the boundaries of the site. These may however be placed on an adjoining vacant erf if permission has been granted in writing by the owner of that erf. The position of such structures must be indicated on the site diagram, which must be approved by the AOA.

5.12.2 Breach

The contractor will be instructed to remove any structures that do not conform to this regulation and will be fined per day until compliance.

5.12.3 Materials stored on site needs to be covered by shade cloth or similar material at all times. This is especially important for materials easily blown away by the wind. Cementitious materials must be stored inside a building or container to prevent contamination of the ground at all times.

5.12.3 Breach

- (i) The contractor will be fined;
- (ii) And in addition, will be held liable for the costs of rehabilitating the area so contaminated.

### **5.13 Speed Limit**

5.13.1 For security and safety reasons the speed limit on the Estate for all contractor's vehicles is 30 km/h. The contractor shall ensure that his employees, subcontractors and delivery vehicles adhere to this rule.

5.13.2 Breach

The Member will be fined as per Annexure 1. Repetitive non-compliance will result in the contractor being denied access to the Estate.

#### **5.14 Building Plan Controls**

5.14.1 The contractor must ensure that the signed City approved building plan is available at all times on site for inspection by the City and the AOA.

5.14.2 Any variations to the approved building plan must be submitted to the AOA and the City for approval and may only be implemented once approved.

5.14.3 The contractor's deposit less any amount due will be repaid only once the AOA issues a Completion Certificate and the City issues an Occupation Certificate certifying that the alterations and/or additions to the house comply with the approved plan, the Design Manual, and this Code.

5.14.4 Application in this regard may be made on behalf of the Member by a Proxy bearing a Power of Attorney in the format of Annexure 3.

#### **5.14.5 Breach**

- (i) The contractor will be fined for not having a signed and approved building plan available on site.
- (ii) The contractor will be required to remove and/or rectify any structures and/or architectural elements that do not conform to the approved plans.
- (iii) The payment of building levies ceases as soon as the AOA's and City's occupation certificate has been issued.

#### **5.15 General Controls**

5.15.1 A representative of the contractor is expected to attend a monthly meeting at a place designated by the AOA to discuss general issues relating to work on the estate.

5.15.2 The Contractor shall be denied access to the Estate until all pre-construction payments shown in Annexure 2 have been made up to date and the document has been signed by all parties.

#### **5.15.3 Breach**

The contractor will be fined for not attending the site co-ordination meetings.

#### **5.16 Roads and Road Verges**

5.16.1 The contractor must ensure that the road in front of the erf upon which he is building is at all times protected and kept adequately clean.

5.16.2 The contractor must ensure that all building materials are stored within the boundaries of the erf on which he is building. The road verges will be planted and the Contractor must ensure that the area is protected at all times.

#### 5.16.3 Breach

- (i) The Member will be fined as per Annexure 1 for uncleaned roads or damage to the plantings on road verges.
- (ii) The contractor will be held liable for the damage to road surfaces and kerbs caused through his building operations.

### **5.17 Signage and advertising**

5.17.1 The contractor will be provided with a contractor's board supplied by the Estate in a standard format chosen by the AOA according to the information supplied and design shown in Annexure 2. No other advertising boards are permitted anywhere else on the Estate.

5.17.2 The contractor must erect the board in a position indicated by the Estate Management for the duration of the construction period. Should the approved contractor's board be damaged or lost during the construction period, the contractor shall be liable to replace the board.

5.17.3 Contractor's boards must be removed immediately after building operations have been completed.

#### 5.17.4 Breach

- (i) The contractor will be fined for non-compliant boards.
- (ii) Contractor's Boards left on the property after construction will be removed and discarded.

### **5.18 Dust and shade Netting**

5.18.1 Dust should be kept to a minimum at all times. The building site shall be screened off by shade netting with the following specifications:

- (i) 1700 high (80% Green - Supplied by Knittex) fixed with 22x44 pine strips to 79-125 Gum poles (3m C.T.C).
- (ii) Gum poles to be cast in concrete footings.
- (iii) Shade Netting to be kept in position with 3 horizontal strands of 2,5mm wire evenly spaced.

5.18.2 Where permission is granted for neighbouring sites to be used for storage of building material, these sites shall also be screened off.

5.18.3 The shade netting must be maintained in good order at all times.

- 5.18.4 A 6 meter wide gate clad with shade netting material will be permitted.
- 5.18.5 The gate in 5.18.4 above is to be closed and properly secured after hours.
- 5.18.6 Any tampering with nets including removing, moving or damaging, will result in a fine as stated below.
- 5.18.7 Breach

The Member will be fined.

## **6. MONTHLY BUILDING MANAGEMENT LEVY**

### **6.1 Building Levies**

- 6.1.1 To cover expenses in the administration and control of the building operations and/or alterations process, each building contractor will be levied an amount equivalent to the current AOA levy per house per month payable to the AOA until such time as a Completion Certificate is obtained from the Applegarth Estate Design Review Committee. The Applegarth Estate Design Review Committee will not withhold such certificate unreasonably. The levy must be paid by the 7th of every month in advance.

- 6.1.2 Breach

Failure to pay levies timeously will result in immediate denial of access to the Estate

### **6.2 Alterations and/or Additions**

- 6.2.1 Alterations and/or Additions must be completed within twelve months after commencement.

- 6.2.2 Breach

Failure to complete on time will result in the Contractor being fined monthly until completion.

## **7. PAYMENT OF FINES**

- 7.1 Outstanding fines will be deducted from the contractor's deposit by the AOA. The AOA reserves the right to request the contractor to "top up" the contractor's deposit to the original amount required at any time.

- 7.2 Breach

In the event of the contractor failing to acknowledge or comply with stipulations in 7.1 he will be denied access to the estate.

**8. SIGNATURE**

**Undersigned, do hereby:**

1. Acknowledge and confirm having read and understood this Code and its Annexures.
2. Irrevocably undertake to comply with each and every rule and regulation as set out in this Code as may be applicable to a Member, Member’s contractor, the contractor’s subcontractor, supplier, service provider and/or any person and/or any entity undertaking work or services for and/or on behalf of the contractor (referred to herein as contractor’s agent) at and/or any premises situated within the Applegarth Estate;
3. Irrevocably undertake to pay all fines levied by the AOA against the undersigned in respect of any breach and/or transgression made by the undersigned as contemplated and/or provided for in this Code which will be paid upon imposition and any shortfall will be deducted from the contractor’s deposit in full or in part on completion of the project. Such deposits will be held by the AOA with any interest thereon to accrue to the AOA.
4. Irrevocably indemnify and hold the AOA and its Members harmless against all loss, liability, damage, and/or expense including without limiting the generality thereof, any claims which may be brought against the AOA and/or its Members and damages which the AOA may suffer as a result of the contractor and/or the contractor’s agents presence on Applegarth Estate and/or any building operations being conducted by the contractor on Applegarth Estate; and,
5. Acknowledge that I/we, together with any of my/our Contractor’s Agents may be denied access to Applegarth Estate should I/we not pay timeously any fine imposed by the AOA.
6. The contractor, by signature hereunder agrees to be bound to the Member by the terms and conditions set out in this code and its Annexures and to reimburse the Member for any fine imposed on the Member in terms hereof.

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

Contractor’s Signature

\_\_\_\_\_

Witness

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

Member’s Signature

\_\_\_\_\_

Witness

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

## EXTRACT FROM ANNEXURE F TO THE AOA CONSTITUTION

<u>Clause</u>	<u>Breach</u>	<u>Fine amount per Offence</u>
2.5	Documents	R1000 / week
5.2	Limits	R500
5.3	Site Presentation, Trees and spoiling	R1000
5.4	Cleaning of Vehicles and equipment	R500
5.5	Fires	R1000
5.6	Smoking and Liquor	R500
5.7	Ablution	R500, contractor denied access to the Estate
5.8	Hours of work	R500, contractor denied access to the Estate
5.9	Permission hours	R500, contractor denied access to the Estate
5.10	Vehicle Sizes	R1000
5.11	Delivery to Contractors	R1000
5.12	Storage sheds / huts	R1000
5.13	Speed Limit	R500, contractor denied access to the Estate
5.14	Building Plan Controls	R500
5.15	General Controls	R500
5.16	Road Verges	R500
5.17	Signage and Advertising	R500
5.18	Shade Netting	R2000
6.1	Building Levies	contractor denied access to the Estate
6.2	Alterations / Additions	R2000, contractor denied access to Estate
7.	Payment of fines	contractor denied access to the Estate

**PRE-CONSTRUCTION PAYMENTS**

**ANNEXURE 2**

(Payments required before commencement of Construction)

1.	Contractor's Deposit: *	R10,000
2.	Monthly building levy: ** (is an amount equal to the current monthly AOA levy at the time) Monthly Environmental Inspection Fee	R19 800 R 1 000
3.	Once off payments:	
a)	Contractor's board:	R1,500
b)	Road maintenance levy:	R7,500
c)	Water and electricity meter (R3 500 per meter):	R7 000
d)	Landscaping plan scrutiny fee:	R1,400

**TOTAL AMOUNT PAYABLE .....R48 200**

Banking Details of the AOA:

**Account Name:** Applegarth Estate Owners' Association  
**Bank:** First National Bank  
**Current Account Number:** 62813455731  
**Branch Code:** 210 554  
**Reference:** Erf No.....followed by: AGCCC

*\* This Deposit or balance thereof, after deducting any amount unpaid, will be refunded upon the issuance of a Completion Certificate by the AOA*

*\*\* Payable 6 (six) months in advance for the construction period. Where the construction period exceeds that of the initial 6 month period or the levy increases during that time, an additional six month advance levy will be payable. Any balance, if the construction period is completed within the 6 or 12 months, will be refunded with the contractor's deposit. Penalties as set out in the Agreements of Sale of Properties in Applegarth Estate will apply if the building period exceeds 12 months.*

I/we the undersigned (Registered Owner)

Name:

\_\_\_\_\_

ID: \_\_\_\_\_

nominate/ appoint my agent Mr / Mrs:

Name:

\_\_\_\_\_

with the power of substitution to be my/our legal agent in my/our name, place and stead to apply for:

Erf No: \_\_\_\_\_ and in general to effect the application and to do whatever I/we would do if I/we were present in person and acting in that matter; and we hereby ratify, allow and confirm promise and agree to ratify, allow and confirm everything my agent may do or may permit to be done legally in terms of this power of attorney:

Signature: \_\_\_\_\_

MEMBER

DATE



**NEIGHBOUR'S CONSENT**

**ANNEXURE 4**

(Consent from Owner of vacant neighbouring plot to store material during the construction period)

TO WHOM IT MAY CONCERN

I, \_\_\_\_\_  
owner of

Erf No \_\_\_\_\_ hereby grant permission to \_\_\_\_\_  
owner of Erf No \_\_\_\_\_ to store building material on my stand for the duration of  
the construction of his/her house subject to the following conditions:

- Under no circumstances may concrete be mixed on my site.
- All material to be removed within 2 (two) weeks' notice and at own expense;
- Stand to be left in a clean and neat condition within 1 week after building construction  
has been completed.

Signed at: \_\_\_\_\_

on the \_\_\_\_\_ of \_\_\_\_\_ 20 \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

**COPY: APPLGARTH ESTATE OWNERS' ASSOCIATION**

(Information required for the standard Builder’s Board to be supplied by the AOA)

<p><b>APPLEGARTH ESTATE</b></p> <p>Erf No: _____</p> <p>Owner: _____</p> <p>Architect: _____</p> <p>Cell: _____ Email: _____</p> <p>-----</p> <p>Engineer: _____</p> <p>Cell: _____ Email: _____</p> <p>-----</p> <p>Contractor: _____</p> <p>Cell: _____ Email: _____</p> <p><b>NO UNAUTHORISED ENTRY</b></p>
--