

**HOMEOWNER'S ASSOCIATION OF
PINEHAVEN COUNTRY ESTATE**

Reg. No. 2003/00534/08 (section 21)
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CONTRACTORS CODE OF CONDUCT

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1. INTRODUCTION

- 1.1. The owner shall ensure that his service provider is acquainted with these Rules of Conduct that are binding and enforceable against the owner and his appointed service provider.
- 1.2. The owner shall ensure that these Rules form part of any service agreement concluded by the owner with the nominated service provider in respect of services to be carried out in the property situated at the Estate.
- 1.3. The owner shall ensure that his service provider appointed to carry out work at the Estate is registered with the Association and such registration is to be effected by filling out the attached application form, and the said application submitted to the Estate Manager. Only service providers registered with the Estate as stated above shall be allowed access for carrying out services.
- 1.4. The owner carrying out building and development, at the property situated in the Estate is also required to abide by the Rules stipulated herein and shall be bound by the terms and conditions contained herein insofar as it is necessary and for the purpose of interpretation of the Rules shall also be referred to as the service provider.

2. INTERPRETATION

- 2.1 In the interpretation of these Rules, unless the context otherwise indicates;
- 2.1.1 **Association:** The Homeowners Association of Pinehaven Country Estate, Registration Number 2003/00534/08 (an association incorporated under Section 21 of the Companies Act,1973);
 - 2.1.2 **Memorandum of Incorporation:** Articles of Association under old Companies Act and / or Memorandum of Incorporation under new Companies Act.
 - 2.1.3 **Board of Directors, Board or Directors:** The Board of Directors of the Home Owners Association as envisaged in the Memorandum of Incorporation;
 - 2.1.4 **Estate:** The township area called Pinehaven Country Estate and registered in the office of the Registrar of Deeds as such.
 - 2.1.5 **Resident:** The owner, tenant or any other occupier of the Unit.
 - 2.1.6 **Common Property:** The roads, parks, sidewalks, and main entrance and other areas as may be designated from time to time by the Board of Directors;
 - 2.1.7 **Unit or Property:** The house and/or outbuildings and building work on a stand including all fixtures and fittings of a permanent nature.
 - 2.1.8 **Member:** As defined in the Memorandum of Incorporation.
- 2.2 The service provider and the owner carrying out development and building activities in the Estate are hereby defined in the Rules to include the following:
- 2.2.1 Building Contractor;
 - 2.2.2 Project Manager;
 - 2.2.3 Building Material Supplier;
 - 2.2.4 Developers;
- The said definition of service provider is not exhaustive and where the interpretation of the paragraph warrants, shall also include employee, agent, casual worker and sub-contractor (“hereinafter referred to as the staff compliment”) of the said service provider. The definition shall further cover any other designated service provider that might be appointed for carrying out development and building services in the Estate,
- 2.3 If any provision in a definition is substantive provision conferring rights or imposing obligations on any part, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were substantive provision in the body of the Rules.
- 2.4 When any number of days is prescribed in these Rules, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or Public Holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or Public Holiday.

3. SITE ACCESS AND EGRESS

- 3.1 The service provider shall adhere to and co-operate with the security measurements and procedures implemented by the Estate.
- 3.2 The service provider appointed shall not be allowed access to the Estate for the purpose of carrying out services on the property situated in the Estate or any other purpose unless he is in possession of a valid identity document and access card issued by the Estate.
- 3.3 If the said service provider is not a citizen of South Africa, he will not be allowed access for the purpose mentioned above unless he is in possession of a valid passport together with a valid work permit and immigration permit; and further has been issued with the an access card by the Estate.
- 3.4 The following access and working time table will be applicable to all service providers:

Monday to Friday:	07h00 – 17h00 (Must be out of the Estate by 17:30)
Saturday and Sunday:	No work
Public Holidays:	No work

There will be no services to be carried out by the service provider in the Estate outside the regulated time stated herein. Failure to comply will result in fines and penalties.

- 3.5 The service provider shall not remain in the Estate after the regulated time mentioned above. Should an owner and service provider require to procure private security services (i.e. guard on site) after the regulated hours mentioned above, such services shall only be procured from the Estate appointed security entity. The agreement in regard to the above mentioned service will be concluded between the owner, service provider and the said security entity on the terms favourable to the parties and taking into account the security measures imposed by the Estate from time to time.
- 3.6 The service provider shall not carry out services during the builders holiday period. The Directors of the Estate shall determine the period from time to time. On determination of the said period the Estate shall notify the owners and service provider timeously.
- 3.7 All vehicles entering or leaving the Estate may be subject to a search by the Estate Manager, Estate security or appointed security personnel.
- 3.8 The point of access and egress for the service provider is through the main entrance.

4. ACCESS CARDS

- 4.1 The service provider shall expressly be responsible for activities carried out in the Estate.
- 4.2 The service provider shall apply for the access cards issued by the Estate at a cost of R120 per card of his designated personnel that will be carrying out services in the Estate. The said cards shall be issued on completion of the relevant forms issued by the Estate and on payment of the said prescribed fee.

- 4.3 The staff complement of the service provider shall be required to possess his identity document whilst he is in the Estate premises. Any service provider or his staff complement wishing to enter the Estate, for carrying out services, without the access card, identity document or permit referred to in point 3 above shall be denied access into the Estate.
- 4.4 The staff complement that has lost his access card to the Estate shall through the service provider or the owner pay the replacement fee set by the Estate from time to time. The fee presently set at R120 per access cards.
- 4.5 Once on site the service provider and his staff complement is not permitted to walk around the Estate. A fine shall be imposed to those who will transgress the provisions of the rule.
- 4.6 The service provider and his staff complement shall only be permitted to enter or exit the Estate through the designated points at the entrance.
- 4.7 The owner shall apply for access codes for casual workers entering the Estate for a maximum of 3 days at a time.

5. DISCIPLINE

- 5.1 The owner and the service provider appointed shall be responsible for the discipline of the service provider's staff complement and ensure that the said staff complement adhere to the Rules and security measures imposed from time to time by the Estate during their activities within the Estate.
- 5.2 The staff complement of the service provider shall be transported by vehicles to and from their place of work within the Estate by the service provider or designated personnel. The staff complement who is working on more than one site and who has to move between different sites in the Estate shall only do so by means of a vehicle provided.
- 5.3 The service provider shall ensure that there is adequate protection available for all vehicles accessing the Estate and using hydraulic wheels i.e. cranes.
- 5.4 Any employment dispute between the owner, service provider and his staff complement shall be settled outside the boundaries of the Estate.
- 5.5 Should any service provider be found:
 - 5.5.1 Disturbing any animal or bird life in the Estate;
 - 5.5.2 Removing any building material or any property either than the building rubble or refuse from the Estate without the required authorisation from owner or possessor of the material or property;
 - 5.5.3 Committing a crime or suspected to have committed a crime.

The said person shall be expelled and refuse access to the Estate pending determination of his case by the relevant authorities and the Estate.

- 5.6 The property owner will be held responsible for any damages caused to the Estate property by his service provider and his staff complement. This includes damages to roads, kerbs, plants, irrigation systems and damages to private property.

- 5.7 The owner shall be required to effect payment to remedy the defect as mentioned above, the Estate shall reserve the right to enforce its rights in law and can in so doing also deny access to the Estate to the defaulting party.
- 5.8 If the party who breached this rule fails to remedy the defect as mentioned above, the Estate shall reserve the right to enforce its rights in law and can in so doing also deny access to the Estate to the defaulting party.
- 5.9 The Estate shall quantify the nature, extent and costs of repairing the damages caused. The Estate shall further identify the defaulting party and the method used in causing such damages.

6. HOUSEKEEPING

- 6.1 The site is to be kept as clean as possible and general cleaning and housekeeping practice must take place during building operations.
- 6.2 When construction is being carried out by the service provider on sites adjacent to parks, a screen wall shall be erected with a hessian/shade cloth fence 1.8 m high secured with 3 strand wires consisting of droppers at 3m intervals. No building related activity may encroach onto adjacent park land. Any service provider transgressing the rule is subject to a fine imposed by the Estate. The said penalty is to be paid within 5 days after it has been imposed.
- 6.3 There shall be no concrete, dagga or cement or such may be temporarily stored, mixed or prepared by the service provider on any of the roads or pathways.
- 6.4 The materials that are to be off loaded on site by the service provider may not encroach into adjacent site, parks, roadways and pathways unless permission has been obtained from the lawful owner of the site and the Estate in respect of the parks, roadways and pathways. 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 and adjacent site during the building operations. Transgression to this rule will result in a fine to be payable to the Estate within 5 days after it has been imposed.
- 6.5 Where delivery of the material by the service providers is impossible due to the location of the stand, the service provider shall ensure that the said material is transported and put on site by means of alternative transport.
- 6.6 The service provider shall provide adequate facilities for the disposal of refuse and building rubble and further ensure that his workers utilise these facilities. The use of waste/refuse bin (210 litre drum) or skip bin on every building sit is mandatory. No rubbish may be burnt or buried underground on the site. No form of paper, plastic, bags, empty food or beverage containers, cement bags, tile off cuts, ceiling boards, roof tiles, rubble or the like are to be left lying around on any building site, adjoining property, open spaces, parklands, roads or sidewalks. Rubble and contents of the refuse bins or skip must be removed on a continuous basis to prevent the spreading of bags and papers. ("the said penalty is referred to herein as zero tolerance")
- 6.7 The service provider will ensure that the parkland, storm water system, roadways and pavements at his building site are at all times kept clean and tidy.
- 6.8 The pollution and contamination of the groundwater and run off water in the Estate is of particular concern. 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 use of paint, tile grout, tile adhesive, cement, rhinolite,

chemicals, oil, fuel etc. Transgressions will result in a fine together with payment of costs for the rehabilitation of the polluted area. The said fine shall be paid within 5 days after it has been imposed.

- 6.9 No fires may be made on the Estate and any transgressor to the Rule will be liable to pay a fine payable within 5 days after it has been imposed.
- 6.10 The service provider shall during the building operations in the Estate provide chemical toilet facilities (to be cleaned on a regular basis) or a temporary connected toilet to the main sewerage system with water flushing for use of the workers on site prior to commencement of any building activities. No 'long drop' toilet will be permitted on site. To prevent blockage of the sewerage system the use of toilet paper in preference to newspaper is required. The service provider shall ensure that toilet structures and changing 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. There must be one toilet for per 15 persons on the building site. If there is no toilet on site, construction work and access to the mentioned site shall not be permitted by the Estate. ("the said penalty is referred to herein as zero tolerance")
- 6.11 The notice board for service providers and consultants to be erected on site shall be smaller than 1.5 square meter. The stand number must be displayed on the building site and failure to comply with the mentioned rule will result in a fine and the said fine is to be paid within 5 days after it has been imposed.
- 6.12 The final site inspection and certification by the Estate shall only be concluded once the site has been cleared of all building rubble, surplus material and vegetation has been re-instated to the satisfaction of the Estate.

7. GENERAL

- 7.1 The speed limit within the Estate is 30 kph.
- 7.2 Transgression of road signs, speed limit, and/or reckless driving will not be accepted within the Estate. Due care must be taken that no roads are blocked during loading or off-loading of material and equipment at any building sites. Those who transgress this rule will be liable to pay a fine and such fine is to be paid within 5 days after it has been imposed.
- 7.3 No domestic animals belonging to the service provider or his staff compliments shall be permitted onto the Estate.
- 7.4 Noise reduction is essential within the Estate and will be regulated by the Estate. The Estate through its law enforcement agency have the right to limit all unnecessary noise by service providers and his staff compliment. The noise might be caused by talking loudly, shouting, whistling, radios, hooters and revving of motors.
- 7.5 The service provider shall be expected to conduct their operation in a reasonable and co-operative manner. Should the Estate have any concerns with regards to the service provider manner of carrying out of business or any of his staff compliment the Estate may rectify as deemed necessary such concerns and/or reserve the right to suspend the building activity indefinitely or until such undesirable conduct has been rectified, which it may do by notifying the owner of such decision.
- 7.6 Electrical power needs for construction work on building sites are to be provided only by means of:

- 7.6.1 Portable electrical generators.
- 7.6.2 Approved electrical connections for the electricity box designated for that property to a temporary distribution box (DB) obviously 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.
- 7.6.3 No direct connection to the electricity box designated for that property through extension leads or power tools will be allowed. Relevant authority or its agents will only do approved electrical connections.

8. FOOTWAY DEPOSIT

- 8.1 A refundable deposit (as determined by the Board) shall be paid by the applicant or owner on submission of the building plans to the Estate's Aesthetics Committee to cover the costs of rehabilitating public sidewalks, road, open spaces, parklands and adjoining erven.
- 8.2 The said deposit shall also cover costs caused by non-compliance with the building plans and regulations where building contractors fails to:
 - 8.2.1 Replant of grass or trees damaged through building activities.
 - 8.2.2 Removal of rubble left on the sidewalks or adjoining erven.
 - 8.2.3 Repairs to any damaged street fixture, streetlights, litter bins, benches etc.
 - 8.2.4 Repairs to any damaged electrical and telephone boxes or any manhole covers.
 - 8.2.5 Repairs to any damaged kerbs or storm water drains on the common property.
 - 8.2.6 Repairs to any damaged paving and concrete split on paved surfaces cleaned up properly.
 - 8.2.7 Repairs to water irrigation pipes or sprinklers damaged.
 - 8.2.8 Repairs to any cable or pipes damaged during any excavation activities.
 - 8.2.9 Complete building in accordance with the approved building plans.
 - 8.2.10 Plaster and paint boundary walls both sides.
 - 8.2.11 Conceal all plumbing pipes exposed from the building.
 - 8.2.12 Remove all signboards.
- 8.3 The owner shall ensure that building operations in his site are organised in order to minimise the unsightly dumping of materials in the public view.
- 8.4 The footway deposit or unutilised portion thereof will be refunded to the owner or applicant on request to the Estate after the completion of the building construction and when not retained to cover the costs of items mentioned above. The said deposit shall also not be released until the Estate has confirmed that the house was built in accordance with the approved plans by the Estate's Aesthetics Committee.
- 8.5 The payment of the footway deposit will remain the responsibility of the owner and failure to effect such payment will lead to the suspension of the building activities on site by the Estate.
- 8.6 The footway deposit shall not be deposited and invested on behalf of the owner in an interest bearing account with financial institutions.

9. DISCLAIMER

- 9.1 The Estate and its members accepts 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 the Rules embodied herein.
- 9.2 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.
- 9.3 The Estate will have sole discretion in the interpretation of all these Rules and shall not be held liable for the wrong interpretation of the Rules.

10. INSURANCE & STATUTORY REQUIREMENTS

- 10.1 The service provider shall ensure that they comply with all the statutory and regulatory requirements imposed in their industry by the local authority, national and provincial government, private institutions such as BIFSA and NHBRC.
- 10.2 The service provider shall further ensure that he takes out the necessary insurance cover from insurance institutions that is relevant to the activities to be carried out on site.
- 10.3 The service provider shall ensure that he complies with all the employment laws applicable to his industry.

11. LEGAL STATUS, PENALTIES AND FINES

- 11.1 Failure by the service provider to comply with these Rules will result in the enforcement of the penalties, fines and suspension as stipulated in the Rules.
- 11.2 The penalties, fines and suspension imposed as a result of the contravention of the Rules shall be enforced by the Estate.
- 11.3 These Rules supersede and substitute any or all previous Rules enacted by the Estate for the conduct of the building activities in the Estate.
- 11.4 Any fine imposed will be payable to the Estate within 5 working days. If the fine is not paid within the prescribed period building operations will be suspended until such time as payment has been made.

12. ACKNOWLEDGEMENT

- 12.1 The service provider and owner hereby declare that they understand the contents of the Rules and confirm that they are bound by the terms and conditions contained herein. The service provider and the owner further undertake to enforce the said Rules to other third parties who will carry out work at the Estate through them.
- 12.2 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 Estate prior to the commencement of work. If any of the particulars provided changes the service provider shall notify the Estate accordingly by completing another form.

12.3 The Estate reserves the right to unilaterally amend these Rules from time to time when it becomes necessary to do so.

	Contractor's Details	Owner's Details
Contractor / Owner Name:		
Contact Person:		
Physical Address:		
Contact No:		
Email Address:		
Contract Start Date:		
Contract End Date:		

Signed at Pinehaven Country Estate on this _____ day of _____ 20____.

Contractor

Owner