



LANGEBAAN
COUNTRY ESTATE

Langebaan Country Estate

CONTRACTOR'S CODE OF CONDUCT

VERSION 26 - 18 July 2019



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1. PREAMBLE

The promulgation of the National Environmental Management Act No. 107 of 1998 (NEMA) has, in addition to other historical and subsequent legislation, placed stringent and onerous obligations on any party undertaking new property Development ventures.

A principle of NEMA is that, in protection of the environment, management must serve the physical, psychological, developmental, cultural and social interests of all people on a long term and sustainable basis. Key to this the protection of the natural environment and heritage, and assurance that the built environment, and the process to deliver it, complies with this objective and the related government regulations.

NEMA applies to all new developments, in tandem with sixteen other Acts. Of the sixteen Acts, three apply directly to the process of construction, including new major structures, minor works, and alteration and/or addition to existing structures. "Structure" is defined as any temporary or permanent above, or below, ground structure. The three Acts, in addition to NEMA, that apply directly to construction, and establish the requirement for this document, are:

- Environmental Conservation Act, No. 73 of 1989
- National Heritage Resources Act, No. 25 of 1999
- Occupational Health and Safety Act, No. 85 of 1993

These Acts relate to a great number of controls over the operational aspects of the process of construction, including but not limited to the following:

- protection of heritage resources, in the case of the Langebaan Country Estate relating to archaeological and palaeontological sites, and landscapes/natural features of cultural significance;
- protection of personnel and members of the public on and around construction sites (because the Langebaan Country Estate is in the process of general development, and is exposed to multiple home construction, the entire area is deemed to be a construction site, with sub-sites representing the individual plots);
- environmental protection;
- littering and waste management;
- water management and contamination avoidance;
- general resource conservation, especially water and electricity;
- noise management.

Specifically related to the Development of the Langebaan Country Estate, approval is subject to a lengthy and complex set of conditions (Record Of Decisions - ROD's) issued by the Department of Environmental Affairs and Development Planning.

The legislation and multiple ROD's also establish the basis for severe penalties, including criminal action and non-approval of future phases of the Development, in the event of non-compliance.



The applicable legislation and ROD's specifically place the onus of managing the process of development and construction on the Developer, and where this is carried out by third parties (agents, consultants, Contractors, etc.) the Developer is legally obligated to ensure that:

- the third parties are informed of the relevant requirements;
- the third parties comply with the relevant legislation and conditions of approval;
- action is taken against non-compliant parties.

In addition, the ROD's specifically calls for the implementation of a Code of Conduct for Contractors (builders).

The purpose of this Contractor's Code of Conduct is to facilitate the implementation of these requirements over any person or entity engaging in construction and related activities on the Development Site. Any party engaging in such activities is obliged to comply with the Contractor's Code of Conduct, and to acknowledge acceptance and to sign agreement thereto prior to the commencement of any work.

This document forms an addendum to the Langebaan Country Estate (LCE) Constitution of the Owners' Association, and is to be read in conjunction with:

- The Langebaan Country Estate Owners' Association House Rules;
- The Langebaan Country Estate Architectural Guidelines;
- The Langebaan Country Estate Landscape Guidelines;
- The Langebaan Country Estate Health and Safety Specification;
- Any other rules and regulations the Developer or the LCE Owners' Association may issue from time to time.

The Developer reserves the right to make amendments and/or additions to the Contractor's Code of Conduct, and any other relevant document, from time to time to ensure compliance with the relevant legislation, the ROD's, any instructions received by any authority under the aforementioned, and to incorporate amendments and/or additions made by the LCE Owners' Association to their rules and regulations.

2. PARTIES

The parties to this agreement are:

- 2.1 The Langebaan Country Estate Joint Venture, the Developer;
- 2.2 The person/partnership/company/close corporation/trust (as applicable) recorded as the Owner in the Signatories and Recordals attached hereto;
- 2.3 The person/partnership/company/close corporation/trust (as applicable) recorded as Contractor in the Signatories and Recordals attached hereto;
- 2.4 The person/partnership/company/close corporation/trust (as applicable) recorded as Principal Agent in the Signatories and Recordals attached hereto;
- 2.5 The Langebaan Country Estate Owners' Association.



The parties agree as set out below:

3. INTERPRETATION

- 3.1 The Table of Contents and clause headings are for convenience and shall be disregarded in construing this Agreement.
- 3.2 Unless the context clearly indicates a contrary intention:
 - The singular shall include the plural and vice versa;
 - A reference to any one gender shall include the other gender;
 - A reference to natural persons includes legal persons and vice versa.
- 3.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.
- 3.4 When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 3.5 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 3.6 If any provision of this Agreement is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.
- 3.7 If any provision in a definition in the Agreement is a substantive provision conferring rights or imposing obligations on any of the parties hereto then, notwithstanding that it is only in the definition clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this agreement.
- 3.8 The Schedule and annexures to this agreement are deemed to be incorporated in and form part of this agreement.

4. DEFINITIONS

In these Rules, unless the context indicates a clear contrary intention, the following words and expressions have the meaning:

Ablution Supplier means the Developer appointed on-site Contractor responsible for the supply of ablution facilities.

Agreement means this Agreement and any annexure/s thereto.

Approved Building Plans means building plans as defined under Building Plans which have been formally approved by the AEC and local authority for construction.



Aesthetics and Environmental Committee (AEC) means that committee defined in clause 31(a) of the Constitution constituted to administer compliance with the Architectural Guidelines and related Township documents.

Architectural Guidelines means the LCE Architectural Guidelines prepared for and applicable to the Township, and includes all/any amendments made thereto from time to time. All designs shall strictly comply with the guidelines as set down, which may be amended from time to time in compliance with instructions and revisions issued by the relevant authority, or improvements and clarifications set down by the Developer.

Building Compliance Office (BCO) means the Building Compliance Office and its representative, the Building Compliance Officer appointed by the Developer, responsible for ensuring building controls as per this document. There must be close co-operation between the BCO and ECO and where necessary the BCO must inform the ECO of non-compliance with the ROD's, EMP and other related documents. Note that this Code of Conduct does not aim to replace the above mentioned documents.

Building Plans means drawings and specifications for the construction of any new structure, including single dwelling houses, town houses, apartments, public facilities and utility buildings on the Estate, as well as any alterations, additions or renovations thereto, and for the erection of any ancillary structure such as, but not limited to, fencing, walling, retaining structures, pergolas, carports, swimming pools and the laying of paving or landscaping of gardens.

Building Site means any property on the Development Site on which building activities take place, including private erven and private or public open space.

Constitution means the Constitution of the Langebaan Country Estate Owners' Association.

Construction Vehicle means any vehicle used by the Contractor, his sub-contractors, suppliers or agents in the process of construction, and shall include motor cars, LDV's, trucks, compressors, excavation plant, cranes and the like.

Container Supplier means the Developer approved Container Supplier responsible for the supply of containers.

Contractor is any person who engages in the process of the construction/erection or provision of services related to new dwellings, public or utility structures, the alteration, addition or renovation to existing structures, the erection of fencing, walling, retaining structures, pergolas, carports, swimming pools, the laying of paving and landscaping of gardens, etc., and shall include sub-contractors, suppliers or agents employed by the party who has contracted to provide such services on behalf of the Developer, the LCEOA, an Owner or a Resident, or any other party entitled to engage in building activities on the Development Site.

Developer means Langebaan Country Estate Joint Venture or its nominees, cessionaries or successors in respect of the whole or any part of the Development.

Development Architect means the architect or firm of architects appointed by the Developer to manage and administer the AEC.

Development Site means the **Development**, which is the overall site of the Langebaan Country Estate, north and south of Oostewal Drive, Langebaan, falling under the Saldanha



Bay Municipality, including all private erven, public and private open spaces, roadways and walkways, waterways and the golf course, etc. within the registered boundaries of the Development, and as further defined under Estate.

Electrical Contractor means the Developer appointed on-site Electrical Contractor responsible for the connection of electrical services.

Environmental Control Officer (ECO) means the ECO appointed by the Developer in terms of the ROD's, whose task it is to monitor and report on the compliance by all parties conducting activities or living on the Estate with the requirements of the ROD's, EMP and other related documents.

Environmental Impact Assessment (EIA) means the EIA conducted as part of the application for the rights to develop on the Development Site.

Environmental Management Plan (EMP) means the EMP required under the ROD's conditions of approval.

Environmental Management System (EMS) means the EMS required under the ROD's conditions of approval.

Erf means any piece of land on the Estate with its own erf number and a title which is registered in the Deeds Office, including a section in a sectional title scheme.

Estate/Township means the entire Township developed or to be developed on the land comprising the Remainder of Portion 1 (Meeuweklip) of the Farm Oliphants Kop No 191 in the Saldanha Bay Municipality, Division of Malmesbury, Province of the Western Cape, which is subdivided or to be subdivided into a Township to be known as Langebaan Country Estate in accordance with approval obtained from the Local Authority, generally in accordance with the Estate Site Plan or any amendment thereof, and includes all/any extension(s) of the Estate/Township approved by the Local Authority upon application by the Developer.

Estate Manager means the managing agent (and representative) of the Estate.

Estate Security Contractor means the independent security services contractor employed by the LCEOA to manage and monitor access control to the Estate, to monitor activities on the Estate in terms of directives issued by the Developer and LCEOA, and to provide armed response services, including the removal of undesirables, on the Estate.

External Final Completion Certificate means the certificate issued by the AEC certifying that the landscaping has been inspected, made good and handed over from the Landscaping Contractor to the Owner after the 3 month maintenance period.

External Practical Completion Certificate is the certificate issued by the AEC certifying that the site levels are satisfactory and that the dwelling complies with the plans approved by the AEC and that landscaping may commence.

External Works Completion Certificate means the certificate issued by the AEC after the landscaping and all other site works have been satisfactorily attended to and made good.

Fencing & Bin Contractor means the Developer appointed on-site Contractor responsible for the erection of site screening fencing and supply of bins.



Greenkeeper means the Developer appointed on-site Greenkeeper responsible for search & rescue and site clearance.

Health and Safety Act means the Occupational Health and Safety Act, No 85 of 1993 as amended from time to time together with Construction Regulations 2003.

Integrated Waste Management Plan (IWMP) means the IWMP required under the ROD's conditions of approval.

Land Surveyor means the Developer approved Land Surveyor(s) responsible for all survey work.

Landscape Guideline Document means the document which constitutes part 3 of the Environmental, Architectural and Landscape Guidelines as referred to in Clause 31 of the Constitution including all appendixes thereto.

Landscaping Contractor means the Developer approved Landscaping Contractors responsible for the establishment of site gardens.

LCE means Langebaan Country Estate, and is further defined under Estate.

LCE Development Site means the same as Development Site.

Langebaan Country Estate Owners' Association (LCEOA) means the LCEOA established in terms of section 29 of the Land Use Ordinance, No15 of 1985 as amended from time to time, and in accordance with the ROD's conditions.

LCE Site means the same as Development Site.

Local Authority means the Saldanha Bay Municipality.

Neighbour means any Resident adjacent to a Building Site, whether separated by an adjacent vacant Erf or not.

NHBRC means the National Home Builders Registration Council.

Owner means the registered owner of a single residential property or a registered section in a sectional title scheme on the Development Site, and the party who has entered into a building contract with the Contractor.

Professional means the firm of architects or draftspersons appointed to carry out the design of the Works. All Professionals must have a valid South African Council for the Architectural Profession (SACAP) registration number.

Resident means any person residing on the Estate, whether an Owner or a tenant, or a member of the household or a visitor of an Owner or a tenant.

ROD's means the Record Of Decisions issued by the Department of Environmental Affairs and Development Planning granting rights and establishing conditions for the Development of the Estate.

Schedule means any annexure herein listed under the heading "SCHEDULES" which forms part of this Agreement.

SETA means Sector Education and Training Authorities, which in the construction industry is represented by CETA, as established under the Skills Development Act, No 97 of 1998 as amended.



Vehicle means any mode of transport, whether for private or construction use, including but not limited to a motorcar, motorcycle, LDV, truck, caravan, golf cart, quad bike, caravan, trailer or boat.

Works means any construction related outcome of activities related to the construction/erection of new dwellings, public or utility structures, the alteration, addition or renovation to existing structures, the erection of fencing, walling, retaining structures, pergolas, carports, swimming pools, the laying of paving and landscaping of gardens, and the like.

5. RECORDAL

The Owner has purchased an Erf on the Estate.

Reference in the Agreement of Sale or Consent to Transfer Agreement to:

- SELLER or DEVELOPER is a reference to the DEVELOPER herein;
- PURCHASER is a reference to the OWNER herein;
- PROPERTY or ERF is a reference to the ERF herein;
- ARCHITECT is a reference to the DEVELOPMENT ARCHITECT herein;
- ARCHITECTURAL GUIDELINES is a reference to the ARCHITECTURAL GUIDELINES herein;
- OWNERS' ASSOCIATION is a reference to the LCEOA herein.

The Owner has selected the Contractor as his building Contractor for the construction/erection of improvements on the Erf.

The parties to this Agreement acknowledge that this is a phased Development and that the Developer reserves the right to change and amend in his sole discretion the layout and phasing of the Development from time to time.

The Developer wishes to ensure that the construction/erection of the improvements is undertaken so as to cause least possible damage to the infrastructure of the Development, the bird life, indigenous vegetation and the water quality surrounding the Development, and that, where such damage occurs, provision is made for reinstatement as well as to ensure that such construction/erection is undertaken with due consideration to environmental factors and so as to in no way inconvenience other Owners in the Development so as to ensure that the quality of life for Residents is not unduly compromised by the improvements, and generally to ensure that such work is undertaken in an orderly and harmonious manner, all of which the Owner and Contractor consider to be in the interests of the Development.

To attain the aforesaid objectives, the Owner and Contractor bind themselves jointly and severally for the obligations contained herein and the Developer and LCEOA undertake to use its best endeavours to monitor the provisions hereof and to forthwith report on any breach of any such obligations and to take action against the offending party/parties as provided for in this Agreement.



6. CONTRACTOR QUALIFICATION

6.1 Accredited Contractors

Only Contractors who have submitted their credentials for accreditation by the Developer and LCEOA will be permitted to carry out work on the Development Site.

- 6.1.1 Application for accreditation must be made in writing to the Developer at least thirty (30) days prior to the first intended construction commencement date. Such application shall be accompanied by supporting documentation required in terms of clause 6.2.
- 6.1.2 The Developer may interview the Contractor as part of the adjudication of an application for accreditation. The Developer may include other interested and affected parties in the interview(s) including but not limited to representatives from the LCEOA, the BCO, the AEC, the ECO and the Development's Health and Safety Officer.
- 6.1.3 The Developer reserves the sole right to approve/accredit Contractors for the construction of any building, the execution of renovation or alteration work, or the provision of maintenance services on the Development Site or private erven. This includes the erection of fencing, landscaping work and maintenance, pool and/or spa installation, carport erection, etc. All such work shall be carried out in strict compliance with the LCE Architectural Guidelines.
- 6.1.4 The Developer reserves the right to cancel Contractor approval/accreditation for the execution of work on the Development Site where a Contractor fails to comply with the conditions, statutory or otherwise, applicable to the Development, or where requirements set down in terms of clause 6.2 are allowed to lapse. On written notice from the Developer to the Contractor in the event of default, the Contractor shall immediately cease operations, render the Building Site safe, demobilise and exit the Development Site.
- 6.1.5 Application to the Developer for re-instatement may be made by the Contractor.

6.2 Qualification of Contractors

In order to qualify for accreditation, the Contractor shall comply with the following minimum requirements:

- 6.2.1 Be a member in good standing of the Master Builders Association;
- 6.2.2 Be registered with the NHBRC and within the limit of building units allowed to be constructed in terms of such registration, and to submit proof that any non-compliances issued by the NHBRC inspectorate to the Contractor have or are in the process of being rectified;
- 6.2.3 Be registered in terms of Workers Compensation requirements;
- 6.2.4 Be compliant with the local Building Bargaining Council conditions and, where applicable, registration;



- 6.2.5 Sign a letter of undertaking to comply with the conditions of this agreement and all conditions, statutory or otherwise, related thereto;
- 6.2.6 Provide proof that adequate insurance is or can be provided, including Contractors All Risk cover equal to the value of the building work plus 10%, Public Liability cover of R 10,000,000 (Ten million rand), SASRIA cover, and fully comprehensive motor Vehicle insurance for Vehicles gaining access to the Development Site;
- 6.2.7 Provide a Tax Clearance Certificate;
- 6.2.8 Provide a detailed company organogram, together with the curriculum vitae of key personnel, and in particular the credentials of the company principal and the responsible person/site agent;
- 6.2.9 Provide three client references in support of historical and current performance and quality of workmanship;

7. GENERAL COMPLIANCE

7.1 *General Requirements and Estate Rules*

7.1.1 Architectural Guidelines

The Contractor and Owner undertake that throughout the process of construction they will not knowingly deviate from the provisions of the LCE Architectural Guidelines. The LCEOA reserves the right to amend these guidelines from time to time, and undertakes to keep the relevant parties informed of such updates in writing.

7.1.2 Precedence

Documentation controlling the design and building process have priority in the following order: the LCE Architectural Guidelines; this Agreement; the building contract concluded between the Owner and the Contractor. Where provisions in the documentation are in conflict, the higher order document will take precedence.

7.1.3 No variation

The Contractor shall, in respect of the improvements, at all times work strictly in accordance with the provisions of the approved plans or approved variations thereof as submitted and approved in terms of the LCE Architectural Guidelines and by the AEC and the Local Authority, and the Contractor shall in no way deviate from such provisions and approvals.

7.1.4 Co-operation

The Owner undertakes to co-operate fully with the Contractor, the Architect and the Developer to ensure compliance with the spirit and intent of this Agreement. The Owner acknowledges that he has employed the Contractor and is responsible to ensure compliance with this Agreement, the LCE Architectural Guidelines, the Constitution and any rules made in terms thereof from time to time.



7.1.5 Action against non-compliance

The Developer and LCEOA reserves the right to take action against parties who do not comply with the requirements of this Agreement. This action shall include but not necessarily be limited to the imposition and levying of penalties and fines, removal of personnel from the LCE Site, barring of personnel or companies from the LCE Site, or legal action.

7.1.6 Penalties and fines

- (i) A Contractor or sub-contractor in breach of the provisions and regulations set down in terms of this Agreement may have penalties and fines imposed and levied against them in terms of the Schedule included under **ANNEXURE A** of this Agreement.
- (ii) An Owner in breach of the provisions and regulations of this Agreement, the Constitution, and/or the other documents referred to in the pre-ambule above, may have penalties and fines imposed and levied against them as more fully set out in **ANNEXURE C** of this Agreement.

Penalties and fines are payable immediately upon the issuing thereof in writing, and the offending party will be denied access to the LCE Site pending payment thereof.

The party upon whom a penalty or fine has been imposed in term of this Agreement may, after payment thereof, appeal against the decision in writing to the Developer within 7 (seven) days of the issuing of such penalty. Such appeal must be accompanied by a detailed report stating the grounds for the appeal. On receipt of an appeal, the Developer will instruct the BCO (who must consult with the ECO when required) to conduct an investigation of the incident within 21 (twenty one) days, and to submit a written report to the Developer with a recommendation. The Developer shall issue his final decision within 7 (seven) days after receipt of the BCO's report and recommendation. The subsequent decision by the Developer shall be final.

7.1.7 Privacy and rights of Residents

The Contractor shall ensure that building activities are performed in a manner that will not cause damage to neighbouring property, and with a minimal disturbance or inconvenience to Neighbours. This includes noise, dust and waste control, and the careful storage of materials.

Where building activity takes place immediately adjacent to an existing dwelling, the Contractor shall make every possible effort to respect the privacy of the Neighbours, including the provision of adequate screening opposite window and door openings of the adjacent property, in accordance with clause 9.9.

7.1.8 Working hours

Working hours and hours for the delivery of materials are set as follows:

Weekdays 07h00 to 18h00

The Contractor shall plan his work so that adequate time is allowed for daily closure to ensure that personnel are off the LCE Site by the close-of-work time stipulated.



The Contractor may submit a written request to the BCO for permission to work outside of these standard working hours. Such request must be lodged with the BCO at least 2 (two) working days prior to the intended extra work period and shall include a detailed schedule of the scope of works to be undertaken.

No work or deliveries shall be permitted on Sundays, public holidays, and the period between 24 December and 2 January (both days inclusive).

7.1.9 Estate communal and private facilities

The Contractor shall not make use of any of the Estate's communal or private home facilities, such as water supply points, ablution facilities, rest places, etc.

7.1.10 Lunch and tea breaks

Personnel shall not leave their area of work for lunch or tea breaks.

Where a Contractor is building a number of units adjacent to each other a common eating area may be established, provided that it is located on a Building Site under the control of the Contractor.

7.1.11 Fires and fireworks

No explosives, crackers, fireworks, fire or items of similar nature may at any time be exploded, lit or operated on any part of the Estate.

7.1.12 Liquor, illegal substances and firearms

Liquor, illegal substances and firearms are not permitted on the LCE Site.

7.1.13 Watchmen

No private or Contractor watchmen or employees will be allowed to remain on site outside of working hours. Only security personnel from the Estate Security Contractor will be allowed on site during non-working hours.

Where the Owner or Contractor require dedicated security on the Building Site, provision of such services can be arranged via the BCO with the Estate Security Contractor. Costs of such service will be for the Owner's or Contractor's account, and will be payable in advance.

7.1.14 Vehicles

Due to the road surfacing and limited road widths and radii the following restrictions are placed on Vehicles entering the Estate.

Only non-articulated Vehicles of the following specifications will be allowed:

Maximum length:	9,1m
Maximum width:	2,6m
Maximum gross mass:	20,000kg
Maximum axle weight:	8,000kg



Only roadworthy, licensed Vehicles will be allowed onto the Estate. Should a Vehicle leak oil, a drip tray should be used at all times - this is a short term solution and the owner of the Vehicle must fix the leak before re-entering LCE.

Vehicles may not be parked in such a position that they cause an obstruction to other road users.

7.1.15 Deliveries - General

When placing orders, the Contractor is to ensure that the supplier includes the Development stand (house) number on the delivery note.

Once a delivery is completed, the Contractor is to ensure that delivery Vehicles leave the Estate immediately.

The Contractor will pre-brief delivery Vehicle drivers on the rules governing deliveries, especially LCE speed limits. Contractors will at all times be responsible for delivery Vehicles and attendant personnel while on site.

All delivery Vehicles are subject to Vehicle size restrictions regulations.

All deliveries will be limited to the times as defined under clause 7.1.8.

Deliveries to the Building Sites will only be permitted from the street frontage of the site. Under no circumstances may deliveries take place from adjacent sites where site clearance has not taken place. Where an adjacent site has been cleared, application may be made in writing to obtain access from the site, with a motivation in support of such request. Such application must be submitted to the BCO at least 2 (two) working days prior to the anticipated date of delivery.

The Contractor's appointed responsible person must be in attendance to receive and supervise deliveries to the site, and take responsibility therefore.

7.1.16 Deliveries - Heavy duty

This includes, but is not limited to, the delivery of ready-mix concrete, bricks and pavers, pre-cast concrete slabs and roof trusses.

Heavy duty deliveries have the potential of causing serious damage to the road surfacing, kerbs and verges, and vegetation. It is therefore important that these deliveries are conducted with due care.

Heavy duty delivery Vehicles must be escorted to and from the Building Site by the Contractor's appointed responsible person.

Drivers of heavy duty delivery Vehicles must be fully pre-briefed on the conditions imposed by this document. It is recommended that the Contractor also advises the delivery company management of these requirements to ensure that drivers are supported by their superiors in adhering to these rules.

7.1.17 Washing off of ready-mix concrete delivery vehicles

The washing or rinsing off of ready-mix concrete delivery vehicles must take place within the confines of the Building Site, and such washing or rinsing must be limited to the small discharge chute only. All spillage and runoff is to be contained within



the Building Site and dealt with as specified under clause 7.2.6. Washing or rinsing off of any other part of the Vehicle may only take place off site, or at the designated LCE wash facility after prior arrangement with the BCO and in compliance with any conditions applicable thereto.

Care must be taken not to spill or discharge concrete or rinse water onto the road surface or drainage channels. The Contractor will be held liable for the cost of any repairs.

7.1.18 Site storage

The Contractor will be allowed to erect storage facilities in the form of one standard six (6) meter container (neatly painted with an enamel paint in the colour: Midas Somoberro - B1277L) within the Building Site boundary. The position of such container will be dictated by the Erf size and house layout, and the Contractor shall submit a proposed layout of container position on the Building Site for approval by the BCO prior to erection thereof. All containers must be erected level on the site. All personal items of personnel are to be stored in such container. The container must be locked at night and at all times when no personnel are on site. The Contractor may only make use of a Developer approved Container Supplier.

7.1.19 Site neatness and verge/kerb/road protection

Contractors shall ensure that the road in front of their Building Site is kept clean at all times. Waste materials, nails and the like cause serious damage to the road surface and to Vehicles and the Contractor shall be liable for repairs relating to any damage so caused.

Contractors must ensure that the kerbs, sidewalks and landscaping in front of their Building Site are at all times adequately protected from damage caused by building operations.

Building material shall be stored within the Building Site boundary.

7.1.20 Control of personnel

Throughout the process of construction the Contractor will remain responsible for the discipline and control of his employees, sub-contractor labour, supplier personnel, representatives, technicians, etc. and will be liable for any damage caused to any part of the Development or private property by such personnel. It is the Contractor's responsibility to ensure that any such personnel understand and acknowledge the provisions of this Agreement and any amendments hereto issued from time to time.

Contractor personnel must be transported by Vehicle from the entrance gate to the relevant Building Sites, or between Building Sites. Pedestrian movement of labour over the general LCE Site is not permitted, and the Developer and LCEOA/BCO reserve the right to remove such personnel from the Development Site. In this regard, the services of the Estate Security Contractor may be used to remove offending personnel from the Development Site.

No temporary accommodation of Contractor employees is permitted on site.



No employees of the Contractor shall be allowed to remain on site outside of permitted working hours, except where special permission has been granted in terms of clause 7.1.8.

7.1.21 General security provisions

To ensure a co-ordinated security management system on the Estate, the Developer, in conjunction with the LCEOA, has appointed a professional, dedicated security company to provide access control, monitoring and armed response services. The objective is to ensure that the interests of all parties involved in or living on the Estate are protected. It is therefore imperative that all Contractor and related personnel adhere to the Estate security rules.

General security and access control arrangements are determined by the Developer in consultation with the LCEOA/BCO and the appointed Estate Security Contractor. These are under constant review depending on activity on the Development, and will be amended from time to time.

Access for workers shall be granted after the completion of an induction course by such personnel, and the issuing of an identity card for each person who has undergone such induction. The induction course procedure is dealt with herein under “Environmental Compliance”. Personnel not in possession of their identity cards will not be granted access to the LCE Site. Identity cards are to be visibly displayed at all times.

All workers will be subjected to a security check prior to access being granted to the Estate.

Access for ad-hoc visitors related to the construction process shall be granted after prior arrangements have been made with the BCO and all such visitors will sign the security register at the entrance gates. Such visitors are to be escorted in and out of the Estate by the Contractor’s responsible person. It is the Contractor’s responsibility to ensure that such visitors have temporary permits issued by the BCO and that such visitors are briefed on the key aspects of this Agreement prior to access.

The Developer and LCEOA/BCO, in conjunction with the Estate Security Contractor, reserve the right to carry out individual or group spot checks of personnel at the gate from time to time to ensure that personnel are complying with the identity card requirements, and that the identity cards are worn by the correct person. Where cards are fraudulently worn, the culprit shall be permanently banned from the Development Site, and the employer/Contractor fined.

The Developer and LCEOA/BCO, in conjunction with the Estate Security Contractor, reserve the right to carry out ad-hoc checks of personnel and Vehicles to ensure that liquor, illegal substances, firearms, and the like are not brought onto the site, and that goods or materials are not illegally removed from the site. Persons found in contravention of these rules shall be permanently banned from the Development Site, and the employer/Contractor fined.

Where any person has had his security card withdrawn for any reason whatsoever the BCO must be informed of the fact in writing and such person may only be re-issued



with a new security card for any Contractor after the expiration of a period of twelve (12) months, which period may be waived at the sole discretion of the BCO.

No pets or animals may be brought onto the Development Site.

7.1.22 Traffic control

Unless specifically stated otherwise in these rules, the normal statutory traffic laws apply on the Estate.

A speed limit of 30km/h applies to all Vehicles on the Estate.

Construction Vehicles must at all times be operated with the utmost care on the Estate and may not be operated anywhere other than on the roads on the Estate. Private driveways may not be used for the turning or parking of Construction Vehicles.

Vehicles that, in the opinion of the Estate Security Contractor or LCEOA/BCO, are not fully roadworthy, or produce excessive noise or have evident oil leaks, will be prohibited from entering or being operated on the Estate.

Unlicensed Vehicles and unlicensed drivers of vehicles are not authorized to enter the Estate.

7.1.23 Co-ordination meetings

The Developer/BCO reserves the right to convene site co-ordination meetings from time to time. The key objective of these meetings is to disseminate information, share mutual concerns on the site, deal with contravention issues, and provide an update on anticipated activity.

These meetings may also incorporate Development environmental management and health and safety meetings contemplated under clauses 7.2.10 and 7.3.2 respectively.

Notice of such meetings, including date, time, venue and an agenda will be issued in writing within seven calendar days prior to the meeting date.

One representative of each Contractor or supplier so notified shall be required to attend the scheduled meeting. Parties who fail to attend a scheduled meeting without providing a properly motivated and legitimate apology shall be subjected to a fine.

7.1.24 Advertising and commercial activities

No unauthorised advertising boards may be displayed or erected anywhere on the Estate. Boards so erected shall be removed, and a fine levied on the party who is in breach.

The Contractor must erect the approved construction board on the front boundary of the Building Site. The board must be erected before commencement of site clearance, and must be removed no later than the issuing of the AEC Final Completion Certificate, but not prior to the BCO Clearance Certificate having been issued.

No commercial activity is permitted on the Development Site.



7.1.25 Golf course erven

Where an Erf borders onto the golf course special care must be taken by the Contractor that personnel or Vehicles do not enter the golf course environs.

7.1.26 Right to stop work

Any construction work, renovations or alterations executed in a poor and un-workmanlike manner, or in violation of, or inconsistent with the plans approved in terms of the Architectural Guidelines and the Local Authority by-laws, may without prior notice be stopped by the Developer, the BCO or the Development Architect appointed in terms of the Architectural Guidelines, and work may only re-commence after the AEC has been satisfied that adequate action has been taken to rectify the breach, and reports same in writing to the Developer.

7.1.27 Payment of wages

The Contractor shall not conduct wage payouts to labour or sub-contractors on the LCE Site.

7.2 Environmental Compliance

7.2.1 Compliance with the ROD's and EMP and EMS

The Contractor acknowledges that he is working on an environmentally sensitive Development Site which is strictly controlled, and monitored in terms of the ROD's, and EMP, and agrees to conform to all environmental and other controls specified from time to time as applicable to the Development.

A copy of the EMP and EMS are held at the BCO site office, and the Contractor may view same during normal working hours. The Contractor must provide written proof to the LCEOA/BCO that he is familiar with the contents of the EMP and EMS.

7.2.2 Induction course and legal compliance

In terms of the ROD's, the Developer is obliged to inform any person undertaking construction or related activities on the Estate of conditions and constraints related to such activities as contemplated under the EMP, EMS and ROD's, and other instructions issued by the Provincial or Local Authorities from time to time. The Developer is furthermore obliged to ensure third party compliance with the relevant legislation and conditions of approval, and to take punitive action against non-compliant parties.

To facilitate compliance with the above requirements, the Developer has established a Development specific induction program incorporating the key issues which affect day-to-day activities on the LCE Site. Every person undertaking any work activity on the Development is obliged to attend the induction course prior to commencement of any activity. This includes the issuing of identity cards contemplated under clause 7.1.21.

Persons who fail to undergo the induction course prior to engaging in any activity will be removed from the Development Site. The Developer reserves the right to permanently bar non-compliant persons from working on the Development Site.



The cost of the induction course is R 120 (one hundred and twenty Rand) per person, and is payable by the Contractor prior to entrance into the induction course. Replacement identity cards will be issued at a cost of R 100 (one hundred Rand) per card. The Developer reserves the right to review the cost of the course and identity cards from time to time.

7.2.3 Environmentally protected areas

It is recorded that the natural vegetation is regarded as environmentally sensitive in terms of the EIA, EMP and EMS, and must under all circumstances be conserved. In this regard, general access to and through the Development Site may only be via formal paved roadways. No access, pedestrian or by Vehicle, is permitted through natural or re-established indigenous vegetation, or via temporary paths established for the construction of the civil works or the golf course.

In addition, the trapping, shooting, harassing, interfering, or in any way harming of any of the animal or birdlife on the Estate is an offence. Use of the water features and dams created as part of the golf course Development are out of bounds, and may not be used for any recreational activity, or for the source of water for any use. The golf course, including related pedestrian or cart pathways are out of bounds to Contractor personnel.

Any person found in breach of the above rules shall be removed from the Development Site, and barred from future access to the LCE Site. The main Contractor of the offending party will be fined in terms of Annexure A to this agreement.

7.2.4 Material storage, building rubble and waste management

Storage of any materials or stock-piling of rubble must be confined to the Building Site boundaries, and the Contractor shall ensure that quantities of materials or stock-piles are managed so as to ensure compliance herewith. Materials or stock-piles may not be stored on the road verge unless prior plan approval has been obtained from the BCO.

Contractors must ensure that all waste is removed from the Works on a weekly basis (as a minimum) or as otherwise instructed by the BCO.

Contractors must ensure that the site is neat and free of any litter or other unsightly waste at all times. Building rubble (including tiling waste), wood off-cuts, plastic waste, piping and paint tins shall all be separated and separately stock-piled in terms of the Integrated Waste Management Plan as published on behalf of the Developer in terms of the conditions of approval. A standardised caged bin with a hinged lid, to be procured from the Fencing & Bin Contractor, must be provided for waste that can be affected by wind. Standard size is 1,2m x 1,2m x 1,2m, painted in colour: Midas Mountain Grass - 8587/4. Disposal of rubble and waste shall take place at waste sites dictated by the Integrated Waste Management Plan, which shall be updated from time to time. The Contractor is responsible to obtain the latest requirements from the BCO prior to the commencement of work on each building site.

Refuse, litter and waste may not be burnt on the Building Site or Development Site.

Ashtray bins to be provided on each Building Site for cigarette disposal.



7.2.5 Anti-pollution measures

The Contractor shall take all reasonable steps to prevent pollution of surface and groundwater. Such pollution could result from release, accidental or otherwise, of chemicals, paint, oils, fuels, sewage, construction materials or waste products.

Refuelling of on-site machinery, to a maximum of ten (10) litres, shall take place with adequate spill prevention measures, such as trays, to prevent fuel leakages from polluting the ground. Any spillage into trays and the like shall be immediately removed from the site to prevent accidental spreading of the waste. Where accidental spillage takes place, this must be reported to the BCO immediately, and remedial action agreed to and implemented without delay.

7.2.6 Concrete and mortar

No mixing of mortar or concrete is permitted on the road surface, or on the natural ground. Mixing may take place within the building perimeter or on protective trays within the Building Site area. For plastering or building purposes mortar boards must be used. These boards must be adequate for the purpose and no spilling may occur. Where mechanical mixing is used, care must be taken that waste material is not spilled on discharge. In the event of this occurring, the spillage shall be cleaned up immediately, and stockpiled with the building waste for removal from site.

Used and unused cement bags must be stored in waterproof containers or areas so as not to be affected by rain or runoff.

Bulk cement silos and storage areas must be properly lined/screened/contained to prevent windblown cement dust or pollution of water during rain events.

Washing of ready-mix concrete chutes as contemplated under clause 7.1.17 shall be carried out in a manner so as to confine the residual waste and to place same on the building waste stockpile for later removal from site.

Adequate leak proof cleaning pits are to be installed at strategic points being the future hard paved area to facilitate washing of all cement, ready-mix concrete chutes and painting equipment. A functional, non-leaking, water point must be installed at each pit. The clean top water may be allowed to discharge on the immediate area adjacent to the pit on condition that the runoff is confined to the future paved area. The remaining sludge must be placed on the building waste stockpile for later removal from site.

7.2.7 Washing down and cleaning of vehicles and equipment

Washing down of Vehicles and equipment within the confines of the Development is not permitted other than at the designated LCE wash facility after prior arrangement with the Greenkeeper and in compliance with any conditions related thereto.

7.2.8 Energy saving devices

In compliance with the ROD's, EMP and EMS, the Contractor shall ensure that all temporary work operations are conducted in such a manner that the use of energy sources and water is kept to a minimum, and that equipment used is, as far as possible, classified as energy saving devices.



The Contractor shall use his specialist knowledge to advise the Professional of alternatives to materials specified for use in the permanent Works where energy and water saving products are available. Professionals are to specify materials in accordance to SANS10400.

7.2.9 Education and training

In keeping with the national policy of empowerment by way of the education and training of, in particular, “previously disadvantaged” persons, the Contractor is urged to integrate a training programme into his operations on the Development Site. It is noted that procedures for this, and the provision of partial funding, is available from service providers established under the relevant SETA.

On request from the Developer, the Contractor is obliged to provide information relating to labour statistics for his operations on the Development.

7.2.10 Environmental Management meetings

In terms of the underlying ROD’s conditions, the Developer/ECO shall convene Environmental Management meetings from time to time. The function of these meetings is to deal, inter alia, with operational issues, non-compliances and new regulations related to environmental management.

The Contractor is obliged to attend these meetings, notice of which shall be issued in writing to the Contractor seven (7) calendar days prior to the date of the meeting. The Contractor’s elected responsible person for the building activities on the Development Site will be required to attend these meetings, or a member of senior management of the Contractor company, who will be responsible to relay the relevant information to the site based responsible person.

These meetings may be incorporated into the co-ordination meetings contemplated under clause 7.1.23.

A fine will be levied against the Contractor for his failure to attend any convened meeting.

7.3 Health and Safety Compliance

7.3.1 Compliance with the Occupational Health and Safety Act

The Owner and the Contractor are obliged to comply with the conditions of the Occupational Health and Safety Act, No. 85 of 1993, and regulations related thereto.

Where construction takes place without compliance to the above, work will be immediately stopped by the appointed Health and Safety Officer, Developer or BCO, non-compliance reported to the Department of Manpower, and a fine levied against the Contractor in terms of the penalty Schedule.

The Contractor shall ensure that at site operational level all aspects of the requirements of the Occupational Health and Safety Act, and the safety plan for the particular site, are complied with, including but not limited to the wearing of safety gear and equipment, erection of safety signage, proper erection of scaffolding, use



of proper ladders, maintenance of equipment, completion of required registers, and the general safety of the site, which includes tidiness.

Particular care must be taken in the provision and maintenance of electrical supplies.

7.3.2 Health and Safety meetings

The Contractor is obliged to convene regular in-house Health and Safety meetings, for attendance by his appointed health and safety responsible persons, including those responsible persons representing his sub-contractors. Copies of the minutes of these meetings are to be forwarded to the appointed Health and Safety Officer for the record. In addition, the Contractor shall convene regular “toolbox” meetings with the workers on site, content of which shall be recorded in the aforementioned formal Health and Safety meetings.

7.3.3 Ablution facilities

The provision of adequate and properly maintained ablution facilities is of particular concern, as this may impact on the use of permanent facilities by personnel in partially completed or completed buildings, or the illegal pedestrian traffic from site where alternative facilities are sought.

The Contractor shall provide suitable and properly operational waterborne or chemical toilets (approved by the BCO) through a Developer Appointed Ablution Supplier on the Building Site, based on a population count of one toilet for every ten workers. The Contractor shall ensure that the toilets are maintained at all times and kept in a neat and hygienic condition. Sanitary waste from chemical toilets must be removed weekly. Toilet doors are to be properly latched, and kept closed at all times.

Toilets are to be established and be fully operational prior to the commencement of site clearance and site establishment.

8. PRE-CONSTRUCTION QUALIFICATIONS

Prior to gaining access to the Building Site, the Contractor and his sub-contractors are obliged to comply with the following requirements, which shall be recorded and signed off by the BCO per the Site Access Checklist per **ANNEXURE B** of this Agreement.

8.1 Induction and personnel identification

All personnel, including management, shall undergo the induction course as specified under clause 7.2.2, and shall be in possession of LCE identity cards.

On completion of his Works on the Development, the Contractor shall return all personal identity cards to the LCEOA/BCO, and the Contractor will receive a refund of R100 (one hundred rand) for each identification card returned in accordance with clause 7.2.2.

8.2 Vehicle identification

All motor Vehicles operated by the Contractor or his sub-contractors shall require an identification and access sticker which shall be issued by the BCO after an inspection



of the Vehicle to ensure compliance with clause 7.1.22. The sticker must be attached to the left hand side of the windscreen of the Vehicle.

The initial sticker will be issued for a fee of R 50 (fifty Rand). Lost or damaged stickers will be replaced at a cost of R 50 (fifty Rand).

The vehicle identification system will be implemented by the Developer in conjunction with the LCEOA/BCO and the Estate Security Contractor, and rules relating thereto may be amended from time to time. The system will be controlled on site by the Estate Security Contractor, under instructions from the LCEOA/BCO.

Construction Vehicles, including staff cars, which do not display an access sticker, shall be denied access to the Development. Ad-hoc visitors to the Building Site shall sign in at the access gate in terms of the usual Estate rules.

8.3 Construction levy

The Contractor shall in terms of the Constitution, before commencing any work on the Building Site, pay to the account of the BCO an amount of R 40,000 (forty thousand Rand) or such lesser amount as agreed to by the AEC for each Building Site he is building on, whether new work or alterations to existing structures. This non-interest bearing amount shall constitute a security deposit for any damage to the Development Site or private property, including but not limited to, damage to roads, kerbs, trees, vegetation, landscaping, private or public spaces and Vehicles, which may be caused by the Contractor in the execution of the work.

R 5,000 (five thousand Rand) of this amount is a non-refundable levy to enable the Developer to rectify damage and wear and tear to the Estate infrastructure caused by general construction activities (e.g. damage to roads and kerbing).

R 25,000 (twenty five thousand Rand) of this amount is a non-refundable levy to contribute to the costs of monitoring and enforcing compliance with all the regulations pertaining to construction on the Estate by the BCO, as well as the role of client liaison with regard to construction on the Estate and the ECO consultant fees.

The refund of the refundable deposit of R 10,000 (ten thousand Rand) of this amount shall be affected in terms of the conditions of clause 10.6. At the BCO's sole discretion, the refundable deposit may be waived. Such waiver to be given in writing based on the compliance record of the Contractor.

8.4 Building plans and programme

The Contractor shall ensure that a copy of the approved building plans, signed off by the Owner, Professional, AEC and the Local Authority, is lodged at the BCO site office and is available for inspection by the Developer, BCO, the Local Authority building inspector and NHBRC representative.

Any variations to the Approved Building Plans must comply with the Architectural Guidelines, and shall be submitted to the AEC for approval and once approved, a copy must be submitted to the BCO.



The Contractor shall submit a copy of his intended programme for the Works to the BCO, in a bar chart format, showing start, completion and key milestone dates. The latter shall specifically relate to the delivery of major materials, and main stages of construction. The purpose for this information is to keep the BCO informed of access requirements, and to assist in the co-ordination of visits from the Local Authority building inspector and NHBRC representative. Should the programme change, a revised programme must be submitted to the BCO. All programmes must be signed by the Contractor and Owner.

Once work has commenced on the Building Site it must be continued to completion, without unreasonable interruption or stoppage.

8.5 Insurance

The Contractor shall, prior to commencing work on the Building Site provide the BCO with proof from his insurers or insurance broker that insurance cover as contemplated under clause 6.2.6 is in place. Each Contractor will also supply proof of Workman's Compensation cover.

8.6 Social upliftment trust fund

The Developer has established a social upliftment trust fund required in terms of the ROD's Conditions of Approval.

In terms of these conditions, each free standing home erected on the Development is subject to a levy which is payable into the fund which is administered by a Section 21 Company (Keep the Dream) established specifically for this purpose. The fund is to be used for the upliftment of, amongst others, previously disadvantaged members of the Langebaan community.

The amount of the levy is to be added to the P&G sum within the building price submitted by the Contractor to the Owner, and is payable by the Contractor or Owner into the trust fund prior to access to the Building Site being granted to the Contractor.

The levy will equate to 0,5% of the construction contract amount (ex VAT). In terms of the ROD's Conditions of Approval, 2/3 of this amount is directed towards the social upliftment fund, and 1/3 is directed towards environmental rehabilitation on the Estate. The Construction contract amount shall be calculated as the square meters of the house (that portion under cover) multiplied by an amount per square meter issued by the AEC through the BCO office from time to time.

8.7 Vegetation search and rescue

Prior to commencing the clearing of the Building Site, the Contractor shall obtain a clearance certificate from the Greenkeeper confirming that vegetation search and rescue has been carried out on the site, and issue such certificate to the BCO site office.

The search and rescue operation relates to the conservation of endangered vegetation species in compliance with the ROD's and EMP.



Plant material so removed shall be recorded on the search and rescue certificate. Such material shall be planted around the Building Site or elsewhere on the LCE Site in compliance with the Architectural Guidelines and the LCE Landscape Guideline Document (which includes the LCE Plant List and the LCE Planting Specifications).

Because of the sensitivity of transplanted plant material, the Developer, BCO and the Greenkeeper cannot assume responsibility for the survival of plant material transplanted as part of the search and rescue process, and cannot be held liable for any such loss.

9. CONSTRUCTION RULES AND COMPLIANCE

After access to the Building Site has been given to the Contractor he shall ensure compliance with the following conditions during the process of construction up to final completion and demobilisation from the site.

9.1 *Approved building plans*

A copy of the building plans, and updated variations thereto, as approved by the AEC and Local Authority, shall be kept on the Building Site at all times from the date of construction commencement until the issuing of the BCO Clearance Certificate. “Construction commencement” is deemed to be when site clearance has been done and setting-out of the building is due to commence.

9.2 *Survey beacons*

The Contractor shall employ a Developer approved registered professional Land Surveyor to indicate the Building Site boundary pegs, and the closest survey beacons established as part of the infrastructure construction. A copy of the Land Surveyor’s certificate confirming that this has been done is to be submitted to the BCO prior to the issuing of the Site Access Certificate by the BCO.

9.3 *Stakes*

The Contractor shall erect stakes as per LCE’s specification 1m from the road on each side of the fence and on the opposite site to ensure contractors do not drive into the fynbos or gardens.

9.4 *Site clearance*

Site clearance may only commence after a plan showing the extent of the area to be cleared has been submitted to and approved by the BCO . The objective is to limit the area to be cleared (usable site area), and this will be dictated by the building footprint and position, and the minimum requirement for access around the building and for the erection of scaffolding. A maximum distance of 3m from the building footprint is allowed to be cleared for construction, but limited to the Erf boundary.

The initial site clearance activity shall be the removal of topsoil which shall be stockpiled for later re-use on the Erf and covered with green or black netting, similar to the fence netting. The location of the stockpile shall be approved by the BCO prior to commencement of site clearance activities.



Site clearance must only take place when the commencement of building work is imminent to avoid the unnecessary generation of windblown dust. Where premature site clearance has taken place, or where construction has been delayed, the Contractor shall provide ground stabilisation as set down in the EMP. Site clearance may only be carried out by the Greenkeeper.

9.5 *Setting out*

Setting out of the building shall be carried out by a Developer approved Land Surveyor. The Contractor shall notify the BCO once the setting out has been completed.

The Developer/BCO reserves the right to have the setting out independently checked. If the setting out is found to be incorrect, the cost of such an independent check will be for the Contractor's account.

9.6 *Existing services*

The Contractor shall familiarise himself with existing services on the Development and in particular those related to the Building Site prior to the commencement of construction. This relates to water supply, sewage lines and manholes, electrical services and telephone/communication cables, ducts and manholes. The Contractor must have in his possession (for each site) "as built" drawings for all existing services prior to commencement of any work on site.

The Contractor shall remain responsible for the protection of existing services until demobilisation from the Building Site. Any costs to repair damage caused by the Contractor to the existing services will be for the Contractor's account.

Connection of permanent services from the new building into the existing services shall be carried out by qualified and certified artisans. Connection of the electrical services shall only be carried out by the Developer appointed Electrical Contractor.

9.7 *Provision of labour, plant and materials*

The Contractor shall ensure that the provision of all labour, plant and materials are compliant with the National Building Regulations, the NHBRC guidelines, the approved specifications, and the guidelines specifically set down for the Development by the Architectural Guidelines and instructions issued by the Developer based on statutory approvals and environmental restrictions issued from time to time.

9.8 *Temporary services*

The Contractor shall make application for temporary services required for the construction of the building.

Water application shall be made to the Local Authority, and carried out by a qualified plumber. Should the Western Cape be in a draught situation, water tanks will be allowed. Water tanks to be of sand colour, with no defining marks and are to be placed on building blocks (not more than 500mm high) and be level.



Electrical supply shall be in accordance with the requirements set down for the Development, in strict compliance with the Health and Safety Act and Development specification. Only the electrical Contractor appointed by the Developer for the Development Site is permitted to erect Developer approved temporary electrical supplies. Electrical boxes are to be painted in Plascon Aerolak International Orange - B161701. Cost of installation will be for the Contractor's account, and payable directly to the electrical Contractor. The electrical Contractor is responsible to ensure that the installation of the temporary supply is maintained in a safe way and remains compliant with regulations governing electrical installations, and will conduct inspections on a regular basis. Costs for remedial work will be for the Contractor's account and payable directly to the electrical Contractor. Electrical boxes must be locked at night and at all times when no personnel are on site.

Ablution facilities shall be provided as set down in clause 7.3.3. Where water-borne facilities are provided, these shall be installed by a qualified plumber, and in accordance with the rules set down for the Development for permanent installations, including the use of water saving devices.

9.9 Site access control

Access to the Building Site shall be in strict accordance with the requirements set down in Section 7 of this agreement.

9.10 Barricades and fencing

Street frontage hoarding is not a requirement for the Development, but may be erected by the Contractor after prior approval from the BCO.

The remaining sides of the usable building site must be fenced, in terms of environmental requirements, with a minimum of a 1,5m high green shade net fencing. Only the Fencing & Bin Contractor appointed by the Developer is permitted to erect such standardised fencing. Cost of such fencing and installation will be for the Contractor's account, and payable directly to the Fencing & Bin Contractor.

Where the building site is adjacent to an existing residence the requirements in terms of clause 7.1.7 shall be complied with.

Fines will be levied against the Contractor for any non-compliance, and the work stopped until rectification.

9.11 Storage containers

Storage containers must be erected as provided for under clause 7.1.18. Only the Developer approved Container Supplier is permitted to supply such standardised containers.

9.12 Permissible signage

BCO approved construction board shall be erected as provided for under clause 7.1.24.



9.13 Waste management

Building rubble and general waste shall be controlled as required under clause 7.2.4. Oil spills to be cleaned immediately.

9.14 Protection of natural vegetation and dust control

The Contractor shall implement appropriate measures, to the satisfaction of the LCEOA/BCO and the ECO, to avoid damage to existing vegetation and to minimise the generation of dust or windblown sand resulting from the building activities.

The Contractor is referred to requirements related to site clearance per clause 9.3. During periods of very high wind conditions the Contractor shall cease dust generating activities.

Where a notice for non-compliance has been issued by the Developer, LCEOA/BCO or ECO, and no remedial action taken by the Contractor within twenty four (24) hours after the issuing of such notice, the Developer/BCO reserves the right to take action to remedy the breach. Costs in this regard will be for the Contractor's account, and a fine will be levied against him.

9.15 Erosion control

The Contractor shall be responsible for providing and maintaining protection against wash away and erosion damage throughout the duration of the construction Works.

The Contractor undertakes to effect adequate measures to prevent any soil erosion by waste or storm water on or around the Building Site for the duration of the contract. No undermining of existing paved areas or roads is allowed. All excavation must be adequately backfilled and compacted.

Where a notice for non-compliance has been issued by the Developer, LCEOA/BCO or ECO and no remedial action taken by the Contractor within twenty four (24) hours after the issuing of such notice, the Developer/BCO reserves the right to take action to remedy the breach. Costs in this regard will be for the Contractor's account, and a fine will be levied against him.

9.16 Excavation

Foundation or service trench excavation adjacent to existing buildings or paved surfaces must be undertaken with due care to avoid damage to the existing Works. Where necessary, the Contractor shall provide adequate protection of the existing Works.

Any damage caused to existing Works must be made good by the Contractor immediately the damage becomes evident.

All foundation excavations must be tested for compaction and be certified by a structural engineer prior to the placing of concrete.



9.17 Foundations

The Contractor shall employ a Developer approved registered professional Land Surveyor to set out and inspect foundations and foundation brick work. A copy of the Land Surveyor's certificates confirming that this has been done is to be submitted to the BCO prior to the issuing of the Site Access Certificate by the BCO. Foundations are to be sprayed for termites on excavation (prior to casting) and foundation brickwork (prior to fill and compaction).

9.18 Roof tiles

Roof tiles to be as per the Architectural Guidelines.

9.19 Final Height Certificate

A Final height certificate must be obtained from a Developer approved Land Surveyor and a copy issued to the BCO prior to any inspections by the AEC/BCO.

9.20 Driveways

Driveway areas are to be sprayed for termites before paving commences. Driveways may not commence prior to the AEC/BCO inspecting and approving the driveway levels.

9.21 Alarms

All houses are to be fitted with an alarm system to at least the minimum specification as per the LCE Alarm Systems Regulations. Alarms are to be monitored by the Estate Security Provider. The cost of the installation of the alarm system is to be included in the contract price of the Contractor to the Owner.

9.22 Landscaping

The contract price from the Contractor to the Owner is to include the minimum specified allowance for landscaping (excluding irrigation). The selected Developer approved Landscaping Contractor will fall under the Contractor as a sub-contractor.

9.23 House Number

All homes are to be fitted with the standardised AEC approved house number. The cost of this is to be included in the contract price of the Contractor to the Owner.

10. POST-CONSTRUCTION SIGNING OFF

After completion of the Works, the following shall be complied with prior to the Contractor being released from his obligations in terms of this Agreement.

10.1 Practical completion

On achieving practical completion and external patent defects have been attended to by the Contractor, the site must be cleared of all rubble and waste material, and generally leveled to receive landscaping. Thereafter the AEC must approve and sign off final levels as well as certify that the dwelling complies with the plans approved



by the AEC. Once all the above have been signed off the Contractor shall obtain an External Practical Completion Certificate from the AEC and issue a copy thereof to the BCO.

Landscaping may only take place after the above certificate has been issued and the external work items on any defects list have been attended to so as to avoid damage to the planted areas. To ensure full compliance with the LCE Landscape Guideline Document, landscaping may only be performed by Developer approved Landscaping Contractors.

10.2 Works completion

After the landscaping has been satisfactorily completed in terms of the rules and guidelines set down for the Development, the Contractor shall obtain an External Works Completion Certificate from the AEC and issue a copy thereof to the BCO.

The ablution facilities and the caged waste bin may only be removed from the site after an External Works Completion Certificate has been issued. Where the Contractor has provided water borne ablution facilities connected to the permanent services, this must be removed after practical completion and a chemical toilet provided for the duration of remedial work being carried out in terms of the practical completion defects list.

Temporary water and electrical installations must be disconnected and removed from site as soon as practically possible, but in any event prior to the issuing of an External Works Completion Certificate.

10.3 Statutory certificates

The Contractor shall obtain an electrical compliance certificate from the electrical Contractor and issue a copy of the certificate to the BCO.

The Contractor shall obtain a plumbing certificate from the plumbing Contractor and issue a copy of the certificate to the BCO.

The Contractor shall obtain a gas certificate from the gas Contractor and issue a copy of the certificate to the BCO (if applicable).

The Contractor shall obtain an occupation certificate for the dwelling from the Local Authority prior to occupation being granted to the Owner, and issue a copy of the certificate to the BCO.

10.4 Making good of damage

The AEC/BCO will inspect and list any damages to the existing roads, paving, kerbs and services on the External Practical Completion Certificate. The LCEOA will appoint a Contractor to make good such damage, and the non-refundable deposit allocated for infrastructure will cover costs incurred.

The BCO will inspect and list any damages to the existing sidewalk on the External Practical Completion Certificate. The Greenkeeper will make good such damage prior to the External Works Completion Certificate inspection. A standard fee of R 1,000 per Building Site will be charged from the non-refundable builders deposit. Should



excessive damage have occurred to the sidewalk during construction, an additional fee will be charged, based on the remedial work required to be undertaken, and this additional fee will be for the Contractor's account.

10.5 Inspection and signing off

After the issuing of an External Works Completion Certificate (in terms of clause 10.2), as well as the statutory certificates, and the satisfactory completion of remedial work to damaged existing Development services or infrastructure, the BCO, the ECO and the AEC shall conduct an inspection of the site, and if satisfied that all the required conditions have been complied with sign a clearance certificate for the Building Site.

Occupation of the dwelling will only be permitted after the issuing of the BCO clearance certificate to the Owner and the Contractor.

10.6 Construction deposit

After the landscaping has been satisfactorily inspected and handed over from the Landscaping Contractor to the Owner in terms of the rules and guidelines set down for the Development, the Contractor shall obtain an External Final Completion Certificate from the AEC and issue a copy thereof to the BCO.

The Developer/BCO shall carry out a reconciliation of the construction deposit account within thirty (30) days after the receipt of the External Final Completion Certificate.

Any claim arising as contemplated under clause 8.3 is not limited to the amount of the deposit and the Developer shall be entitled to recover from the Owner and Contractor, in addition to the deposit, the amount by which the costs of reinstatement resulting from such damage exceeds the said deposit.

The cost of any damage attributable to the Contractor shall be quantified by the Developer and the amount so determined shall be final and binding on the Owner and Contractor.

Where the Developer rules that the Contractor or Owner or any of their agents, whether by way of commission or omission, have caused any damage to any portion of the Development then the Owner and Contractor shall be presumed to be jointly and severally liable for such damage.

If the Owner or the Contractor fails to dispute any claim made in terms of this clause within seven (7) days of receiving notice thereof, they shall be deemed to have accepted liability for such damage and for payment of the costs related thereto.

If the claim is disputed and satisfactory resolution cannot be achieved within twenty one (21) days of the written notice of such dispute, the matter shall be referred to arbitration as allowed for under clause 13.

Any balance of the construction deposit account will only be released after all disputes have been satisfactorily resolved.



11. DOMICILIUM/NOTICES

- 11.1 The parties choose as their domicilium citandi et executandi for all purposes under this Agreement, whether in respect of legal and court process, notices or other documents or communications of whatsoever nature, the addresses as set out in the attached schedule.
- 11.2 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing but it shall be competent to give such notice or communication by facsimile or e-mail.
- 11.3 Notices shall be deemed to have been delivered on the date of signed receipt of delivery, if delivered by hand, or on the fourth (4th) day after the date of posting, if sent by pre-paid courier mail within the Republic of South Africa, to the domicilium aforesaid, or, if successfully transmitted by facsimile or e-mail, be deemed to have been received by the addressee on the first day after the day of dispatch.
- 11.4 Any of the parties referred to in clause 2 may, by notice in writing to the other parties, alter its address set out in the schedule to another address in the Republic of South Africa provided such other address may not be a post office box or post restante and provided that such alteration shall not be effective until seven (7) days after it has been received.
- 11.5 Notwithstanding anything to the contrary herein contained, a written notice or communication personally received by a party shall be an adequate written notice or communication to such party notwithstanding that it was not sent to or delivered at the domicilium citandi et executandi.

12. BREACH

Without detracting from any rights which the Developer and or the LCEOA may have in terms of this Agreement, and in the event of the Owner/Contractor breaching any of the provisions of this Agreement and persisting in such failure for a period of seven (7) days after dispatch of written notification calling upon them or either of them to remedy the same, the Developer and/or the LCEOA shall be entitled to all or any of the following relief:

- 12.1 To deny the Contractor access to the Development;
- 12.2 To appoint an independent Contractor to rectify the breach and recover the remedy cost from the Contractor with a minimum R 250 administration fee or 25% of the cost, whichever is the greater;
- 12.3 To appoint an arbitrator in terms of clause 13 hereunder;
- 12.4 To cancel this Agreement, in which event the Contractor shall not be entitled to continue or complete construction on the Erf. Should the Contractor make acceptable representation to the Developer within seven (7) days notice from the date contemplated under this clause 12 the Developer shall review the Contractor's undertakings to abide by the terms and conditions of this Agreement and in his absolute discretion decide to stand by his decision of



breach, or grant the Contractor relief subject to conditions set down by the Developer;

- 12.5 To hold the Owner and Contractor jointly and severally liable for such breach and to claim from them the cost of reinstatement of any damage caused by them within the Development, as determined in terms of this Agreement;
- 12.6 Should the Developer take steps against the Owner or Contractor pursuant to a breach of this Agreement, the Developer shall be entitled to recover from the Owner and/or Contractor any legal costs incurred in the action against such breach;
- 12.7 Where access to the Development is denied to the Contractor in terms of the above, whether the matter is resolved in law or by arbitration to the benefit of any party, neither the Contractor nor the Owner shall have any claim against the Developer and/or the LCEOA arising from such denial of access.

13. ARBITRATION

- 13.1 Any dispute, question or difference arising at any time between parties to this agreement, out of or in regard to:
any matter arising out of this Agreement, or
the rights and duties of any of the parties mentioned in this Agreement, or
the interpretation of this Agreement,
may, at the instance of any one of the parties to this Agreement, be submitted to and decided by arbitration on notice given to the other parties who are contractually affected by the matter in question.
- 13.2 Arbitration shall be held at Langebaan at a venue set down by the Developer and otherwise in terms of the provisions of the Arbitration Act No. 42 of 1965 (as amended), it being intended that if possible it shall be held and concluded within ninety (90) working days after it has been demanded. The parties hereto undertake and agree to provide all necessary co-operation to achieve resolution of any dispute within this time.
- 13.3 Save as otherwise specifically provided herein, the arbitrator shall be independently appointed by the President of the South African Institute of Architects, and where this cannot be confirmed within seven (7) working days, the selection shall be referred to the Arbitration Forum, Waalburg Building, Wale Street, Cape Town for the selection of an arbitrator.
- 13.4 The arbitrator shall make his award within seven (7) working days after completion of the arbitration proceedings and his decision will be final and binding on the parties, including the allocation of costs thereto. After such decision no further representation or legal recourse shall be allowed, provided that all correct procedures have been followed in terms of the law.



14. INDULGENCES

No extension of time or indulgence granted by the Developer to the Contractor and/or the Owner shall be deemed in any way to affect, prejudice or derogate from the rights of the Developer or the LCEOA in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder or a novation of this Agreement.

15. SCHEDULES

The following Schedules are attached as annexures to this Agreement, and form part thereof as defined under clause 3:

ANNEXURE A

Schedule of penalties and fines which shall be levied against the Owner or his Contractor for non-compliance in terms of this Agreement.

ANNEXURE B

Site Access Checklist in terms of clause 8 of this Agreement.

ANNEXURE C

Penalties and fines imposed in terms of clause 7.1.6 (ii) and clause 8.4.



16. SIGNATORIES AND RECORDALS

THUS DONE AND SIGNED by the parties upon the dates and at the places specified below:

DEVELOPER

LANGEBAAAN COUNTRY ESTATE JOINT VENTURE

Represented by and duly authorised as signatory for and behalf of the DEVELOPER:

NAME : Jennifer Gotsell

SIGNED :

DATE :

PLACE : Langebaan

WITNESS :

OWNER

Represented by and duly authorised as signatory for and on behalf of the OWNER:

NAME :

SIGNED :

DATE :

PLACE :

WITNESS :



CONTRACTOR

Represented by and duly authorised as signatory for and on behalf of the CONTRACTOR:

NAME : _____

SIGNED : _____

DATE : _____

PLACE : Langebaan

WITNESS : _____

PRINCIPAL AGENT

Represented by and duly authorised as signatory for and on behalf of the PRINCIPAL AGENT:

NAME : _____

SIGNED : _____

DATE : _____

PLACE : _____

WITNESS : _____



LCEOA

LANGEBAAN COUNTRY ESTATE OWNERS' ASSOCIATION

Represented by and duly authorised as signatory for and behalf of the LCEOA:

NAME : Noel Minnaar

SIGNED :

DATE :

PLACE : Langebaan

WITNESS :

SCHEDULE OF DETAILS

Erf No. : _____
Development Stand No. : _____
Registered Deeds Office (Surveyor General) No. : _____

ANTICIPATED PROGRAMME

Estimated construction commencement date : _____
Estimated construction completion date : _____



DOMICILIUM CITANDI ET EXECUTANDI AND CONTACT INFORMATION

DEVELOPER Langebaan Country Estate Joint Venture
Domicilium Clubhouse, Club Drive, Langebaan Country Estate, Langebaan, 7357
Contact number +27 (0)22 772 2112
Email jennifer@LCE.co.za
Contact person Jennifer Gotsell

LCEOA Langebaan Country Estate Owners' Association
Domicilium Lodge 5, Club Drive, Langebaan Country Estate, Langebaan, 7357
Contact number +27 (0)22 772 0193
Email estatemanager@LCE.co.za
Contact person Noel Minnaar

LCE BCO Langebaan Country Estate
Domicilium Contractors Camp, Langebaan Country Estate, Langebaan, 7357
Contact number +27 (0)22 772 1306
Email building@LCE.co.za
Contact person Cecile Botha

OWNER _____
Domicilium _____
Contact number _____
Email _____
Contact person _____

CONTRACTOR _____
Domicilium _____
Contact number _____
Email _____
Contact person _____

PRINCIPAL AGENT _____
Domicilium _____
Contact number _____
Email _____
Contact person _____



ANNEXURE A

SCHEDULE OF PENALTIES AND FINES

The following clause numbers refer to the Agreement. Fines set down are maximum fines, and the Developer reserves the right to establish the fine levied at his sole discretion.

NOTES

1. Fines are levied over and above the penalty action taken.
2. Fines are absolute, and applied for non-compliance or non-performance at the sole discretion of the Developer/BCO. Claims for ascertained and liquidated damages, or consequential loss, may be recovered in addition to the fine(s) levied.
3. “Site” means the Development Site, unless otherwise stated.
4. Other terms are the same as Section 4 - DEFINITIONS of the Agreement.
5. Notices are issued to the responsible person on site, or the management representative at the Contractor’s office, and must be in writing.
6. “Removed from site” means removal by the Estate Security Contractor or any other party appointed to do so by the Developer or the LCEO/BCO.
7. Fines, on repeated offenses, relate to a fine per incident.
8. Fines are cumulative.

SECTION 7: GENERAL COMPLIANCE

CLAUSE NO. 7.1.7: Privacy and rights of residents

Refer also clause 9.9

Breach	Contractor executes his work in such a manner to cause a nuisance, either reported by a Resident or other affected party, or observed and recorded by the LCEO/BCO or the Estate Security Contractor.
Remedy	A notice is issued to the Contractor by the BCO, and the Contractor immediately ceases unacceptable behaviour, and rectifies any physical breach within twenty four (24) hours.
Penalty	Work is stopped until rectification takes place and the fine is paid. Where no action is taken to rectify any physical breach within twenty four (24) hours the BCO may do so and costs plus a 25% administrative charge will be for the Contractor’s/ Owner’s account.
Maximum fine	R 7,000 (seven thousand Rand).



CLAUSE NO. 7.1.8: Working hours

Breach	Contractor is on site out of the working hours stipulated.
Remedy	The Contractor is escorted off site, or personnel removed from site.
Penalty	Repeat offenders barred from site.
Maximum fine	Company fine of R 5,000 (five thousand Rand) plus R 100 (one hundred Rand) per offending employee.

CLAUSE NO. 7.1.9: Estate communal and private facilities

Breach	Contractor uses Estate communal or private Resident facilities illegally.
Remedy	The Contractor is cautioned by the BCO or the Estate Security Provider, and the Contractor immediately ceases unacceptable behaviour.
Penalty	Repeat offenders barred from site.
Maximum fine	R 5,000 (five thousand Rand).

CLAUSE NO. 7.1.10: Lunch and tea breaks

Breach	Personnel are in non-designated areas for tea or lunch breaks.
Remedy	The Contractor is cautioned by the BCO or the Estate Security Contractor, and the Contractor immediately ceases unacceptable behaviour.
Penalty	Repeat offenders barred from site.
Maximum fine	R 500 (five hundred Rand) per offending employee.

CLAUSE NO. 7.1.11: Fires and fireworks

Breach	Contractor lights a fire or discharges fireworks on site.
Remedy	Fires/fireworks immediately extinguished and the area cleared. Offending party/parties removed from site.
Penalty	Related materials confiscated and offending party/parties barred from site.
Maximum fine	R 10,000 (ten thousand Rand).

CLAUSE NO. 7.1.12: Liquor, illegal substances and firearms

Breach	Offending goods found on site.
Remedy	Liquor confiscated and destroyed; illegal substances handed over to SAP with details of offender; firearms removed by offender and report made to SAP; offending personnel removed from site
Penalty	Offending personnel barred from site.
Maximum fine	R 5,000 (five thousand Rand).

CLAUSE NO. 7.1.13: Watchmen

Breach	Contractor watchman/watchmen found on site/building site out of working hours.
Remedy	Personnel removed from site.
Penalty	Offending personnel barred from site.
Maximum fine	R 5,000 (five thousand Rand).



CLAUSE NO. 7.1.14: Vehicles

Breach	Contractor attempts to bring unauthorised Vehicle on site, or parks so as to cause obstruction.
Remedy	Access to site not allowed at entrance gate. If Vehicle erroneously allowed on site, or found to be non-compliant on site, it will be escorted off site immediately. Vehicles causing obstruction to be moved immediately.
Penalty	Repeat offenders barred from site.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

CLAUSE NO. 7.1.15 & 7.1.16: Deliveries

Breach (1)	General non-compliance to regulations.
Remedy	Immediate rectification.
Penalty	Repeat offenders barred from site.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

Breach (2)	Delivery over adjacent site without authorization.
Remedy	Activity to be ceased immediately on notice and offending party/parties removed from site. Damage to adjacent site made good within twenty four (24) hours. Where no action is taken to rectify any physical breach within twenty four (24) hours the LCEOA/BCO may do so and costs plus a 25% administrative charge will be for the Contractor's/ Owner's account.
Penalty	Offenders barred from site
Maximum fine	R 5,000 (five thousand Rand)

CLAUSE NO. 7.1.17: Washing off of ready-mix concrete delivery vehicles

Refer to clause 7.2.6

Breach	General non-compliance with regulations.
Remedy	Affected areas cleaned up and made good within twenty four (24) hours. Where no action is taken to rectify any physical breach within twenty four (24) hours the BCO may do so and costs plus a 25% administrative charge will be for the Contractor's/ Owner's account.
Penalty	Repeat offenders will be barred from site.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

CLAUSE NO. 7.1.18: Site storage

Refer to clause 7.2.4 in this Annexure



CLAUSE NO. 7.1.19: Site neatness and verge/kerb/road protection

Breach (1) General untidiness, and/or waste on verge/kerb/road.
Remedy Work stoppage and site tidied, and verge/road cleaned up.
Penalty No work may proceed until the site, verge and road is cleaned and tidied to the LCEOA/BCO's satisfaction.
Maximum fine R 2,500 (two thousand and five hundred Rand).

Breach (2) Damage to kerbs, roads, etc.
Remedy As contemplated under Clause 10.4.
Penalty As contemplated under Clause 10.4.
Maximum fine R 5,000 (five thousand Rand).

Breach (3) Material stored on verge. Refer clause 7.2.4 of this Annexure

CLAUSE NO. 7.1.20: Control of personnel

Breach (1) Personnel pedestrian movement on the Estate.
Remedy Personnel removed from site.
Penalty Repeat offenders will be barred from site.
Maximum fine R 500 (five hundred Rand) per offending employee.

Breach (2) Employees remaining on site without authorization.
Remedy Personnel removed from site.
Penalty Repeat offenders will be barred from site.
Maximum fine Company fine of R 2,500 (two thousand and five hundred Rand) plus R 100 (one hundred Rand) per offending employee.

CLAUSE NO. 7.1.21: General security provisions

Breach (1) Personnel not in possession of identity cards.
Remedy Personnel removed from site.
Penalty Repeat offenders barred from site.
Maximum fine R 500 (five hundred Rand) per offending employee.

Breach (2) Personnel using another person's identity card.
Remedy Personnel removed from site.
Penalty Offender barred from site.
Maximum fine R 1,000 (one thousand Rand) per offending employee.

Breach (3) Personnel found in possession of banned substances, or materials to be removed from site without authorisation.
Remedy As per clause 7.1.12 of this Annexure.
Penalty As per clause 7.1.12 of this Annexure.
Maximum fine As per clause 7.1.12 of this Annexure.



Breach (4) Animals brought onto site.
Remedy Personnel and animal removed from site.
Penalty Repeat offenders barred from site.
Maximum fine R 1,000 (one thousand Rand).

CLAUSE NO. 7.1.22: Traffic control

Breach (1) Exceeding the speed limit. This is based on a reasonable evaluation of speed, and not “proven” speed. General non-compliance to statutory traffic laws.

Remedy Offending party warned and fined.

Penalty Repeat offender fined; continued infringement will result in being barred from site.

Maximum fine R 5,000 (five thousand Rand).

Breach (2) Reckless, negligent or careless driving.

Remedy Offender warned and removed from site for twenty four (24) hours.

Penalty Repeat offender barred from site.

Maximum fine R 5,000 (five thousand Rand).

Breach (3) Construction Vehicle parked or maneuvered in private driveway.

Remedy Driver warned; parked vehicle moved.

Penalty Repeat offender barred from site.

Maximum fine R 1,000 (one thousand Rand).

Breach (4) Unroadworthy or unlicensed Vehicle or unlicensed driver.

Remedy Not permitted on site, if erroneously allowed to enter, removed from site.

Penalty Repeat offender barred from site.

Maximum fine R 1,000 (one thousand Rand).

CLAUSE NO. 7.1.23: Attendance of scheduled meetings

Breach Non-attendance at scheduled meetings.

Remedy Offender warned.

Penalty Repeat offender barred from site.

Maximum fine R 7,500 (seven thousand and five hundred rand).

CLAUSE NO. 7.1.24: Advertising and commercial activities

Breach (1) Illegal advertising board displayed.

Remedy Board removed.

Penalty Board confiscated by BCO.

Maximum fine R 2,500 (two thousand and five hundred Rand).

Breach (2) Contractor’s board erected that does not comply with guidelines.

Remedy Remove board and replace with approved board.

Penalty Work stoppage until remedied.

Maximum fine R 2,500 (two thousand and five hundred Rand).



Breach (3) Contractor's board not erected.
Remedy Approved board to be erected immediately.
Penalty Work stoppage until remedied.
Maximum fine R 2,500 (two thousand and five hundred Rand).

Breach (4) Commercial activities undertaken.
Remedy Activities to cease immediately.
Penalty Offender barred from site.
Maximum fine R 5,000 (five thousand Rand).

CLAUSE NO. 7.1.25: Golf course erven

Breach Personnel/Vehicles access golf course area.
Remedy Removal from site for twenty four (24) hours.
Penalty Repeat offender/Vehicle barred from site.
Maximum fine R 2,500 (two thousand and five hundred Rand).

CLAUSE NO. 7.1.26: Right to stop work

Breach General non-compliance.
Remedy As per the clause detail.
Penalty Work stoppage as per the clause detail.
Maximum fine R 10,000 (ten thousand Rand).

CLAUSE NO. 7.1.27: Payment of wages

Breach Wage/sub-contractor, etc. payments on site.
Remedy Stopped immediately and personnel removed from site.
Penalty On repeat non-compliance the personnel/sub-contractor being paid may be barred from site.
Maximum fine R 2,500 (two thousand and five hundred Rand).

CLAUSE NO. 7.2.2: Induction course and legal compliance

Refer to Clauses 7.1.21 and 8.1 of this Annexure

CLAUSE NO. 7.2.3: Environmentally protected areas

Breach (1) Access into or via out-of-bound areas.
Remedy Removal of offending party from site.
Penalty Offending party barred from site.
Maximum fine R 10,000 (ten thousand Rand).

Breach (2) Trapping, shooting or harassing animal or birdlife.
Remedy Removal of offending party from site.
Penalty Offending party barred from site.
Maximum fine R 10,000 (ten thousand Rand).



CLAUSE NO. 7.2.4: Material storage, building rubble and waste management

Refer to Clauses 7.1.18 and 9.12

Breach (1)	Material stored on verge without authorization.
Remedy	Move material to within the boundaries of the building site.
Penalty	Work stoppage until remedied.
Maximum fine	R 2,500 (two thousand and five hundred Rand).
Breach (2)	Inadequate removal of waste from site; inadequate bins.
Remedy	A notice is issued to the Contractor by the Developer, LCEOA/BCO, and the Contractor rectifies breach within twenty four (24) hours.
Penalty	Work is stopped until rectification takes place and the fine is paid. Where no action is taken to rectify any physical breach within twenty four (24) hours the LCEOA/BCO may do so and costs plus a 25% administrative charge will be for the Contractor's/ Owner's account.
Maximum fine	R 2,500 (two thousand and five hundred Rand).
Breach (3)	Burning of waste on site - refer clause 7.1.11 of this Annexure.
Remedy	Fire immediately extinguished and the area cleared. Offending party removed from site.
Penalty	Repeat offender barred from site.
Maximum fine	R 10,000 (ten thousand Rand).
Breach (4)	Container not locked.
Remedy	Container is locked by Estate Security Contractor.
Penalty	Container unlocked by Estate Security Contractor on payment of fine. Repeated non-compliance: barred from site.
Maximum fine	R 10,000 (ten thousand Rand).

CLAUSE NO. 7.2.5: Anti-pollution measures

Breach	Ground pollution by spillage or refueling.
Remedy	Area cleaned up, contaminated material removed from site.
Penalty	Repeat offender barred from site.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

CLAUSE NO. 7.2.6: Concrete and mortar mixing

Breach	Mixing on road surface or natural ground.
Remedy	Area cleaned up, and residue placed on stockpile.
Penalty	Work stopped until remedied.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

CLAUSE NO. 7.2.7: Washing down and cleaning of vehicles and equipment

Breach	Vehicle washing down on site or in roadway.
Remedy	Area cleaned up, and residue placed on stockpile.
Penalty	Work stopped until remedied.
Maximum fine	R 1,500 (one thousand and five hundred Rand).



CLAUSE NO. 7.2.9: Education and training

Breach	Non-provision of labour statistics.
Remedy	Provide labour statistics supported by wage and sub-contractor payment sheets within five (5) days.
Penalty	Repeated fines per each non-compliance.
Maximum fine	R 1,000 (one thousand Rand).

CLAUSE NO. 7.2.10: Environmental Management meetings

Breach	Non-attendance at scheduled meetings.
Remedy	Offender warned.
Penalty	Repeat offender barred from site.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

CLAUSE NO. 7.3.1: Compliance with the Occupational Health and Safety Act

Breach (1)	Starting work without approved Safety Plan and complete site safety file.
Remedy	Supply safety plan one (1) before commencement.
Penalty	Work stoppage until remedied.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

Breach (2)	Not rectifying audit items each month.
Remedy	Obtain auditor's report each month.
Penalty	Work stoppage until remedied.
Maximum fine	R 2,500 (two thousand and five Rand).

Breach (3)	Not supplying consolidated client safety file at end of each project to Health and Safety officer.
Remedy	Supply client safety file.
Penalty	Work stoppage until remedied.
Maximum fine	Refundable part of deposit will not be refunded.

Breach (4)	Patent non-compliance.
Remedy	Rectify non-compliance and submit a safety officer's report detailing action taken, and measures put in place to avoid future breaches.
Penalty	Work stoppage until remedied.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

CLAUSE NO. 7.3.2: Health and Safety meetings

Breach	Contractor in-house meetings not convened or copies of minutes not provided on request.
Remedy	Provide copies of minutes as proof of meetings held.
Penalty	Non submission will be deemed to be non-compliance with the Act, and if not remedied within fourteen (14) days the terms of 7.3.1 of this Annexure shall apply.
Maximum fine	R 1,000 (one thousand Rand).



CLAUSE NO. 7.3.3: Ablution facilities

Breach	No, or inadequate, or non-compliant toilets provided.
Remedy	Provide acceptable facilities; remove inadequate facilities.
Penalty	Work stoppage until remedied.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

SECTION 8: PRE-CONSTRUCTION QUALIFICATIONS

CLAUSE NO. 8.1: Induction and personnel identification

Refer to Clause 7.1.21

CLAUSE NO. 8.2: Vehicle identification

Breach	No Vehicle identification displayed.
Remedy	Vehicle not allowed in, and subject to induction being completed by driver, obtain disc and display.
Penalty	If Vehicle erroneously allowed in, Vehicle removed from site until Vehicle identification sticker displayed.
Maximum fine	R 500 (five hundred Rand).

CLAUSE NO. 8.3: Construction levy

Breach	Construction levy & deposit not paid or payment thereof not cleared via the nominated bank account, prior to commencement of construction.
Remedy	Pay levy & deposit as required.
Penalty	Work stoppage until remedied.
Maximum fine	R 5,000 (five thousand Rand).

CLAUSE NO. 8.4: Building plans and programme

Breach	Approved building plans and/or programme not submitted prior to commencement of construction.
Remedy	Submit plans and or programme as required.
Penalty	Work stoppage until remedied.
Maximum fine	R 1,000 (one thousand Rand).

CLAUSE NO. 8.5: Insurance

Breach	Proof of insurance not submitted, or found to be inadequate.
Remedy	Provide proof of insurance as required.
Penalty	Work stoppage until satisfactory proof provided.
Maximum fine	R 5,000 (five thousand Rand).



CLAUSE NO. 8.6: Social upliftment trust fund

Breach	Work commenced on site without levy being paid, or payment thereof cleared via the nominated bank account.
Remedy	Pay requisite levy and/or provide proof of payment and bank clearance.
Penalty	Work stoppage until remedied.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

CLAUSE NO. 8.7: Vegetation search and rescue

Breach	Work commenced on site without clearance certificate being obtained.
Remedy	Obtain valid certificate.
Penalty	Work stoppage until remedied.
Maximum fine	R 5,000 (five thousand Rand).

SECTION 9: CONSTRUCTION RULES AND COMPLIANCE

CLAUSE NO. 9.1: Approved building plans

Breach	Approved building plans not available on site.
Remedy	Provide plans to be in the possession of a designated responsible person on site while work is in progress, or with the site-based responsible person during work stoppage.
Penalty	Work stoppage until remedied.
Maximum fine	R 1,000 (one thousand Rand).

CLAUSE NO. 9.2: Survey beacons

Breach	Work commenced without submission of beacon certificate.
Remedy	Submit certificate as required.
Penalty	Work stoppage until remedied.
Maximum fine	R 1,000 (one thousand Rand).

CLAUSE NO. 9.3: Site clearance

Breach	Work commenced without submission of site clearance plan or approval of position of topsoil stockpile.
Remedy	Submit plan as required.
Penalty	Work stoppage until remedied.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

CLAUSE NO. 9.4: Setting out

Breach	Work commences without confirmation of setting out issued.
Remedy	Confirm setting out with written report from competent person.
Penalty	Work stoppage until remedied.
Maximum fine	R 2,500 (two thousand and five hundred Rand).



CLAUSE NO. 9.5: Existing services

This is covered by the requirement to issue completion/statutory certificates, and claims in the case of damage as contemplated under clause 10.4.

CLAUSE NO. 9.8: Temporary services

Breach (1)	Illegal provision of services.
Remedy	Comply with clause conditions.
Penalty	Work stoppage until remedied.
Maximum fine	R 2,500 (two thousand and five hundred Rand) for electrical; R 1,000 (one thousand Rand) for other.
Breach (2)	Electrical box not locked.
Remedy	Lock electrical box.
Penalty	Repeat offender barred from site.
Maximum fine	R 1,500 (one thousand five hundred Rand).

CLAUSE NO. 9.9: Barricades and fencing

Refer to clause 7.1.7

Breach	General environmental fencing not provided.
Remedy	Erect correct fencing.
Penalty	Work stoppage until remedied.
Maximum fine	R 5,000 (five thousand Rand).

CLAUSE NO. 9.10: Storage containers

Refer to clauses 7.1.18 and 7.2.4 of this Annexure

CLAUSE NO. 9.11: Permissible signage

Refer to Clause 7.1.24

Breach	Safety signage not provided.
Remedy	Erect safety signage per the Health & Safety Act, and signage guidelines.
Penalty	Work stoppage until remedied.
Maximum fine	R 1,500 (one thousand and five hundred Rand).

CLAUSE NO. 9.12: Waste management

Refer to clause 7.2.4 of this Annexure

CLAUSE NO. 9.13: Protection of natural vegetation and dust control

Refer also clauses 7.2.3 and 9.3

Breach	Non-compliance in addition to clause 7.2.3, Breach (1).
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Remedy	A notice is issued to the Contractor by the LCEOA/BCO, and the Contractor rectifies any physical breach within twenty four (24) hours.
Penalty	Work is stopped until rectification takes place and the fine is paid. Where no action is taken to rectify any physical breach within twenty four (24) hours the LCEOA/BCO may do so and costs plus a 25% administrative charge will be for the Contractor's/Owner's account.
Maximum fine	R 5,000 (five thousand Rand).

CLAUSE NO. 9.14: Erosion control

Breach	Erosion emanating from the Building Site to adjacent properties.
Remedy	A notice is issued to the Contractor by the LCEOA/BCO, and the Contractor rectifies any physical breach within twenty four (24) hours.
Penalty	Work is stopped until rectification takes place and the fine is paid. Where no action is taken to rectify any physical breach within twenty four (24) hours the LCEOA/BCO may do so and costs plus a 25% administrative charge will be for the Contractor's/Owner's account.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

CLAUSE NO. 9.15: Excavation

Breach (1)	Damage to existing works.
Remedy	Recovery as contemplated under clause 10.4.
Breach (2)	Foundation certificate not submitted on request.
Remedy	Submit engineer's certificate.
Penalty	Work stoppage until remedied.
Maximum fine	R 2,500 (two thousand and five hundred Rand).

SECTION 10: POST-CONSTRUCTION SIGNING OFF

CLAUSE NO. 10.1: Practical completion

Breach	External Practical Completion Certificate not issued, and levels not signed off by AEC.
Remedy	Submit certificate and confirm levels with AEC.
Penalty	Landscaping may not commence.
Maximum fine	R 5,000 (five thousand Rand) if landscaping has commenced.

CLAUSE NO. 10.2: Works Completion

Breach	External Works Completion Certificate not issued.
Remedy	Submit certificate prior to removal of bin and toilet, and disconnection/removal of other temporary services.
Penalty	BCO's clearance certificate will not be issued.
Maximum fine	R 2,500 (two thousand and five hundred Rand) if bin and toilet removed.



CLAUSE NO. 10.3: Statutory certificates

Refer to clause 10.6

Breach (1)	Submission of electrical compliance/plumbing/gas certificate.
Remedy	Provide a registered electrician's/plumber's/gas installer's certificate.
Penalty	BCO's clearance certificate will not be issued.
Maximum fine	R 1,000 (one thousand Rand) per certificate if owner takes occupation.
Breach (2)	Submission of Local Authority occupation certificate.
Remedy	Provide occupation certificate.
Penalty	BCO's clearance certificate will not be issued.
Maximum fine	R 2,500 (two thousand and five hundred Rand) if owner takes occupation.

CLAUSE NO. 10.6: Inspection and signing off

Breach	Occupation of dwelling, including the placing of moveable furniture (not fixed blinds, cupboards, etc.), prior to a BCO clearance certificate being issued.
Remedy	Vacate premises until remedied.
Penalty	The Developer/LCEOA reserves the right to deny access to the property.
Maximum fine	R 7,500 (seven thousand and five hundred Rand).



Issue Date: 17 January 2017

ANNEXURE B

SITE ACCESS CHECK LIST

No.	Description	Clause	Submitted
1	Signed 'Contractors' letter		
2	Signed 'Access to Building Sites' letter		
3	Proof of payment: Social upliftment fee	8.6	
4	Proof of Payment: Levy & Deposit	8.3	
5	Proof of payment: S&R, site clearance and house number fee		
6	Signed building agreement		
7	Approved Health & Safety plan	7.3	
8	Works programme	8.4	
9	NHBRC Enrolment certificate		
10	Boundary pegs certificate	9.2	
11	Height certificate		
12	Vegetation clearance certificate	8.7	
13	Site footprint plan	9.3	
14	As-built drawings for services	9.5	
15	Approved plans (by owner, AEC & local authority)	8.4	
16	AutoCAD drawings (council/construction)		
17	Confirmation: all insurance covers current & issued	8.5	
18	Confirmation: all staff/sub-contractors have ID cards	8.1	
19	Confirmation: all vehicles have ID stickers	8.2	
20	Confirmation: ablution facility delivered to site	7.3.3	
21	Confirmation: contractors board complete	7.1.24	
22	LCEOA levy clearance		
23	LCE penalty clearance		
24	Signed Contractors' Code of Conduct		
25	Site defects inspection		

Site Access Certificate No. : _____

Authorised by BCO (signature) : _____



ANNEXURE C

PENALTIES AND FINES IMPOSED IN TERMS OF CLAUSE 7.1.6 (ii) AND CLAUSE 8.4

WHEREAS the Owner is bound to the following provisions of the Agreement of Sale concluded in respect of the property, and/or the Constitution of LCEOA, and/or the consent to transfer issued by LCEOA for the acquisition of the property by the Owner:

- "(a) *the Owner hereby undertakes to commence with the building operation in respect of the house, within five (5) years from the date of the first transfer of the property from the Developer to the first purchaser/transferee thereof, or such extended period as may be allowed by the Developer. The Owner undertakes to complete the building operation and construction of the dwelling within twelve (12) months after commencement of the Building operation.*
- (b) *Should the Owner or his successors in title fail to comply with the provisions of (a) above (i.e. to commence with the building operation in respect of the house within the abovementioned period, and/or to complete the building operation and construction of the dwelling within twelve (12) months after commencement of the Building operation) the Owner and/or his successors-in-title shall pay to the Developer an amount of R2 000,00 (TWO THOUSAND RAND) per month for each month that lapses between the abovementioned period/s and compliance herewith."*

AND WHEREAS the Owner and Contractor agreed in terms of clause 8.4 of the Contractor's Code of Conduct that:

"Once work has commenced on the Building Site it must be continued to completion, without unreasonable interruption or stoppage."

NOW THEREFOR the parties agree, record and confirm as follows:

1. Notwithstanding any provisions to the contrary in the Building Agreement (JBCC, Everyman's Building Contract, LCE agreement or other) concluded between the Owner and Contractor, the parties shall be obliged to complete the works within twelve (12) months after commencement of the building operation.
2. Prior to or within three (3) months after the commencement of the building operation, the Owner may apply in writing to the Developer for an extension of the abovementioned period for the completion of the works, which application shall be duly supported by written motivation and having regard to the size of the proposed dwelling and the complexity of the building operation. The Developer shall have the



sole and absolute discretion to grant or refuse an extension in time for the completion of the works.

3. Should the building operation and construction of the dwelling not be completed within twelve (12) months after commencement of the building operation, or such extended period for completion of the building work as may be granted by the Developer in terms of 2 above, the Developer and/or LCEOA shall be entitled to impose a fine on the Owner in the sum of R5 000,00 (Five Thousand Rand) per month pro rata calculated from the first day following the completion date referred to hereinabove, until the actual date of completion of the building work. Should the building work not be completed after twelve (12) months after the fine was imposed, such fine will increase to R10 000,00 (Ten Thousand Rand) per month until the actual date of completion of the building work. The above fine(s) shall be payable immediately upon receipt of an invoice or written notification thereof by the Owner. No clearance certificate or completion certificate of any nature whatsoever shall be issued to the Owner by the AEC/BCO or otherwise until the above fine(s) have been paid to the Developer and/or LCEOA.
4. The abovementioned fine(s) shall be in addition to and totally separate from and unrelated to the penalties referred to in the recitals above.
5. The above provisions shall be deemed to have been incorporated into the Building Agreement concluded between the Owner and Contractor as if the same initially formed part of such agreement on the date of conclusion thereof.



REFERENCES

The references are provided for information only and do not form part of the Contractor's Code of Conduct Agreement

1. LCE Records of Decisions
2. LCE Phase 3 Environmental Management Plan Construction Phase
3. LCE Owners' Association Constitution
4. LCE House Rules
5. LCE Architectural Guidelines
6. LCE AEC Requirements
7. LCE Landscape Guideline Document
8. LCE Plant List (Appendix I of Landscape Guideline Document)
9. LCE Planting Specifications (Appendix II of Landscape Guideline Document)
10. LCE Alien Vegetation Control Programme (Appendix III of Landscape Guideline Document)
11. LCE Integrated Waste Management Programme
12. LCE Environmental Management System
13. LCE Health and Safety Specification
14. LCE Consent to Transfer
15. Road Map to Environmental Legislation. D. Barnard, C. Barnard, F. Friend and H.Visser. Impact Books 2003

* The latest versions of the above are available on request from the BCO to view or on www.LCE.co.za