

ZWARTKOP GOLF ESTATE HOMEOWNERS ASSOCIATION

(NPC) Reg no 2004/002619/08

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BUILDING CLEARANCE CERTIFICATE

Stand No: _____ Date: _____

Owner: _____ Tel No: _____
(Name and Surname)

Main Contractor: _____ Tel No: _____
(Company Name)

Represented by: _____
(Name and Surname)

The following payments have been received:

Plan Approval Fee	Y/N
Building Deposit	Y/N
Building Fee	Y/N
Water Connection Fee	Y/N
Electricity Connection Fee	Y/N
Electricity Deposit	Y/N

The following documents have been received:

Council Approved Building Plans	Y/N
NHBRC "B4" Certificate	Y/N
Signed agreement with mandatory attached	Y/N
Geological Report	Y/N
Signed Building rules and regulations	Y/N
Signed Indemnity Form	Y/N
Electricity Connection Application Form	Y/N
Building Process Document	Y/N
(Read and accepted by owner and builder)	Y/N

The abovementioned Main Contractor may commence with building operations.

Morné Lindeque
Operations Manager

I, _____ (Representative of Main Contractor) have read the Contractor's Rules and Regulations and have full understanding thereof.

I, _____ (Representative of Main Contractor) hereby confirm that I will not damage the service connections in respect of the neighbouring properties. Should any damage be caused to service connections by either myself or any sub-contractor, I fully undertake to have the damage repaired at my own cost and within 7 days maximum from date of the incident or notification in writing, whichever may be dated first.

I, _____ (Representative of Main Contractor) will ensure that the OHSACT is fully complied with in all aspects with regards to my own staff as well as any sub-contractors that work for me.

I have signed the attached form to indemnify the HOA against any claims relating to the building activities on the abovementioned site.

Signature
Representative: Main Contractor

Date

37(2) AGREEMENT WITH MANDATORY

OCCUPATIONAL HEALTH AND SAFETY ACT
Act 85 of 1993

Hereinafter referred to as The Act

WRITTEN AGREEMENT ENTERED INTO AND BETWEEN

MORNÉ LINDEQUE

(Representing and on behalf of: Zwartkop Homeowners Association)

AND

Name of Sub Contractor Company

REPRESENTED BY:

Name and Surname

(Hereinafter referred to as The Sub Contractor)

Sub Contractor
Compensation Fund Number: _____

Note: Please ensure that a valid copy of your “Letter of Good Standing” is enclosed.

AGREEMENT WITH MANDATORY – SECTION 37(2)

Definition of Mandatory

“Includes an agent, a contractor or sub-contractor for work, but without derogating from his status in his own right as an employer or user”

Occupational Health and Safety Act (No. 85 of 1993) and Company Requirements:

1. You are requested to, as far as you reasonably can, comply with the requirements of the OHS ACT and Regulations,
2. Your attention is drawn to “**General Duties of Employers to their Employees**” as is required by Section 8 of The Act, which defines your responsibility as an employer to your employees,
3. You are required to:
 - 3.1 Sign a written “**Agreement with Mandatory**” as required by Sect 37 (1) & (2) of the Act with the Main Construction Company before you may commence with any work on the Main Construction Company’s premises or construction site.
 - 3.2 Provide the **Main Contractor** with a documented health and safety plan.

- 3.3 Provide the **Main Contractor** with written appointment of the person who is going to supervise the construction work as per Construction Regulation 6(1) and 6(2).
Note: Electrical Contractors are to provide copy of Certificate of Registration as per the Electricity Installation Regulation 9(3).
- 3.4 Provide **Main Contractor** with written designation of your nominated safety Officer as per Construction Regulation 6(6) whether the appointee being full time or part time employed. The nominated safety officer shall attend all site safety meetings convened by **The Client / Main Contractor / Sub Contractor**.
- 3.5 If you employ more than five (5) persons, you are required to provide your own First Aid Box. (*General Safety Regulation 3(2)*).
- If you employ more than ten (10) persons, you are required to provide your own qualified First Aid Attendant . (*General Safety Regulation 3(4)*).
- 3.6 In the event you are unable to provide for first aid, you are required to sign the attach first aid agreement with the principal contractor.
(Note: Cost for providing first aid to your staff shall be deducted from any payments due to you.)
- 3.7 When working with hazardous chemical substances, comply with Hazardous Chemical Substances Regulation 3.
(Note: Asbestos and Lead regulations are separate.)
- 3.8 When using a Materials Hoist, comply with Construction Regulation 17.
- 3.9 When using Lifting Machines and Lifting Tackle, comply with Driven Machinery Regulation 18.
- 3.10 When using Explosive Powered Tools, comply with Construction Regulation 19.
- 3.11 When using Scaffolding, Formwork and support work, comply with Construction Regulation 10 and 14.
- 3.12 When Excavating or Demolishing, comply with Construction Regulation 11 & 12.
- 3.13 When Welding, Flame Cutting, Soldering, comply with General Safety Regulation 9.
- 3.14 When working in confined spaces, comply with General Safety Regulation 5.
4. You are responsible for providing your own **legal safety appointments, documents and registers** to comply with the Act's requirements. Should you not have these requirements, documents and formats, you can obtain these from the **principal contractor** site management. No work shall commence on site until these documents are prepared and verified in use.
- A copy of the OHS Act of 1993 should be available in the **Main Contractor** office.*
5. You are required to comply with General Safety Regulation 2(1) to (7) and provide employees with: personal protective equipment which will allow them to carry out their work in a safe manner, e.g. hard hats, safety belts, gloves, safe footwear, eye protection, ear protection, waterproof clothing, etc.
6. Reporting of Incidents and Occupational Diseases shall be done as per General Admin. Regulation 6. (Also see Sect 24 of the Act.) In the unfortunate event of there being an accident or incident on site, you are required to report this to the **Main Contractor** site management immediately, at which time you will be required to participate in a site accident/incident investigation.
7. Copies of all training certificates as required by legislation (Operators, first aid attendant, safety rep's etc) must accompany your submission of safety plan to the **Main Contractor**.
8. You and your staff are required to attend a site safety induction prior to work commencing on site. Strict action shall be taken for non compliance.
9. Risk assessments shall be submitted for review to the **Main Contractor** prior to work commencing on site.

Compensation to Occupational Injuries
And
Diseases Act (No 130 of 1993)

You are required to provide the **Main Contractor** proof of registration with the Compensation Commissioner/
Federated Employer's Mutual within seven (7) days of signing this agreement.

THE AGREEMENT

In terms of Section 37 (1) and (2)

Section 37 (1):

Whenever an employee does or omits to do any act, it would be an offence in terms of this Act for the employer of such employee or a user to do or omit to do, then unless it is proved that:-

- a. in doing or omitting to do that act the employee was acting without the connivance or permission of the employer or any such user;
- b. it was not under any condition or in any circumstance within the scope of the authority of the employee to do or omit to do an act, whether lawful or unlawful, of the character of the act or omission charged;

And

- c. all reasonable steps were taken by the employer or any such user to prevent any act or omission of the kind in question, the employer or any such user himself shall be presumed to have done or omitted to do that act, and shall be liable to be convicted and sentenced in respect thereof; and the fact that he issued instructions forbidding any act or omission of the kind in question shall not, in itself, be accepted as sufficient proof that he took all reasonable steps to prevent the act or omission.

Section 37 (2):

The provision of sub section (1) shall "mutatis mutandis" apply in the case of a Mandatory of any employer or user,

Except if the parties have agreed in writing to the arrangements and procedures between them,

To ensure compliance by the Mandatory, with the provisions of the Act.

ACCEPTANCE BY MANDATORY

I, _____
(Name and Surname: Contractor Company Representative)

Representing

(Name: Contractor Company)

Understand and accept the contents and implications of this agreement as detailed above and confirm my acceptance thereof.

Signed:

(Contractor Company Representative)

_____/_____/_____
Date

BUILDING RULES AND REGULATIONS

INTRODUCTION

The primary intention of these provisions is to ensure that all building activity at Zwartkop (hereinafter referred to as “the Estate”) occurs with the least disruption to the residents. In the event of uncertainty, the Contractor should communicate with the Estate Manager.

1. LEGAL STATUS

- 1.1. The Zwartkop Homeowners Association (hereinafter referred to as “the HOA”) has the right to fine and or suspend any building activity, should there be an infringement of any of the under mentioned conditions, and the HOA accepts no liability whatsoever for any losses sustained by the Owner, Contractor or Sub-Contractor, as a result thereof.
- 1.2. The HOA accepts no responsibility or liability for any injury, loss of life, damage or loss of materials or equipment during building operations.

2. CONDITIONS RELATING TO BUILDING ACTIVITIES

- 2.1 No building activity may commence on the designated site until the Owner has submitted and signed all the relevant documents as set out in our ‘Clearance certificate’. Once this is in place, the Clearance Certificate to commence building will be issued by the Estate Manager.
- 2.2 No building activity may commence on the designated site until the Contractor has erected a screened ablution facility, connected to the sewerage system, as well as obtain a water connection. A temporary fence, manufactured of shadow netting, green or black, must be erected on the golf course side of those stands with direct golf course frontage. Once this is in place, a Clearance Certificate to commence building will be issued by the Estate Manager.
- 2.3 A refundable building deposit has to be paid by the owner before building operations may commence. This deposit will be refunded to the owner once building operations have been completed to the satisfaction of the HOA
- 2.4 A non-refundable Construction Damage deposit of has to be paid before building operations may commence. This deposit will be utilized by the HOA for the repair to the infrastructure on the Estate, caused through normal building operations. Any damage caused through negligence will be for the contractor / owners account, as referred to in par 2.10 of this document.
- 2.5 Deliveries of building materials have to be done by 5 ton (e.g. 5000 bricks) trucks or smaller. Trailers with extra loads will have to be unhooked at the entrance to the Estate whilst the truck enters to unload and thereafter return to fetch the trailer. A portion of the building deposit by owners will be used to repair any damaged roads and curbs.
- 2.6 A monthly building inspection fee for the duration of the building process until proof of certificate of occupation is submitted and final inspection in respect of the Aesthetics has been completed.
- 2.7 All Contractors and Sub-Contractors and their workers must be in possession of an approved access card before entering the Estate. All workers have to be registered with the Estate, and registration forms are obtainable from the Estate office. On registration workers will be issued with an access card at a cost of **R30.00**. Workers must be in possession of access cards at all times. Should a worker not be in possession of the access card, the worker will be requested to leave the Estate. Access cards will only be issued on presentation of valid South African identification documents, a copy of which has to be submitted with the request for registration, plus a passport photo attached to the copy of ID document.
- 2.8 The OHSACT must be complied with by the Main Contractor as well as the all the Sub-contractors that work for the Main Contractor.

- 2.9 A temporary permit will be granted to Contractors and their workers who will be working on the Estate for a maximum period of one month. A copy of a valid South African ID document must be supplied as well.
- 2.10 Contractors may only enter and exit the Estate via the Main or Contractors gate. The HOA may from time to time designate an alternate access point. Contractors at phase 2 and 3 must enter at their particular entrance.
- 2.11 All workers must be transported to and from the designated building site by vehicle. No pedestrian traffic of workers will be permitted on the Estate.
- 2.12 Building activity, including installations and delivery of supplies will only be permitted during the following times:

Monday to Friday: 07h00 to 17h00
 (Note: All contractors, deliveries, installations to be completed and personnel should be off the Estate at 17:00)

Saturday, Sunday or Public Holidays: No work will be permitted

- 2.13 Timeous written applications, clearly stating the nature, duration and magnitude of construction work to be executed outside of normal construction times may be submitted to the Estate Manager should building operations or installations be required to be done outside of these times. Such requests will be considered on merit and approval will only be granted in exceptional cases.

No requests will be considered for such activities on Sundays or Public Holidays.

Written permission must also to be obtained from owners of adjacent properties and must be submitted when such a request is lodged with the Estate Manager for permission to execute construction work outside the designated times.

- 2.14 To ensure the speedy delivery of building supplies, all sites should be clearly identifiable. No Sub-Contractors advertising boards will be permitted on the Estate.

The Main Contractor must erect a Site Information Board; the specification for this board is obtainable from the Estate office.

- 2.15 When materials are off-loaded by a supplier that encroaches onto the pavement or into the roadway, such materials must be moved on to the site by the Contractor the same day. All materials and implements must be stored within the site boundaries and inside the required Site Storage Unit.

Building material, implements and or tools may not be stored on the golf course, roadway, pavement or adjacent sites.

- 2.16 The Contractor and/or the Owner will be held responsible and liable for any damage, accidental or through negligence, caused to any estate property, including security and access control systems, kerbs, plants on sidewalks and/or damage to neighbouring properties including the golf course and the various estate entrance gates.

Of particular concern is the irresponsible dumping of building material on adjacent sites which causes unnecessary inconvenience and costs.

- 2.17 The building site is to be kept as neat as possible. The contractor shall therefore provide facilities for regular rubbish disposal and ensure that the workers make use of this facility. The most common forms of rubbish are cartons, empty cement and plastic bags, and empty bottles, which pollute neighbouring sites and the golf course.

All Stands under construction must be cleared of all rubble for the entire duration of the building project and rubble must be removed every Friday before 14h00.

Contractors not adhering to mentioned rule could be liable to a fine, and could be refused entry to the Estate, until the rubble is cleared. In an event where a contractor was fined and rubble has not been within removed within 48 hours Zwartkop HOA has the right to remove rubble on behalf of the contractor at his cost.

- 2.18 No alcohol or other intoxicating substance will be allowed on and building site.
- 2.19 Workers who are dismissed from the site will be escorted to the exit gate by the Main Contractor of his appointed sub contractor and Security informed to cancel the access cards.

No night Watchmen will be permitted on site.
- 2.20 Workers will **not** be permitted to sleep on site.
- 2.21 The electrical connection for the site must be arranged through the office of the Estate Security Manager, and no electricity may be used from a neighbouring site.

Similarly no water may be used from any Fire Hydrant or an adjacent site.
- 2.22 It is incumbent on the Main Contractor to ensure that Sub-Contractors are aware of these rules at all times.
- 2.23 No Surveyor's pegs may be removed from site until the Final Aesthetic Inspection and well as the Tshwane Town Council Building Inspection as been executed, the Occupation Certificate has been issued and the project has been signed off as fully completed by the Estate Architect.

I, the undersigned Owner of Stand _____

- Understand that ZGE HOA reserves the right to amend these rules and regulations from time to time,
- Hereby confirm that I have received a copy of the abovementioned Building Rules and Regulations and will at all times abide to the said rules and regulations.

Signature: Owner

Date

Owner:

(Name and Surname)

Tel No:

I, the undersigned Main Contractor

- Understand that ZGE HOA reserves the right to amend these rules and regulations from time to time,
- Hereby confirm that I have received a copy of the abovementioned Building Rules and Regulations and will at all times abide to the said rules and regulations.

Main Contractor:

(Company Name)

Tel No:

Represented by:

(Name and Surname)

Tel No:
