

CONTRACTORS and OWNERS CODE OF CONDUCT

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CONTRACTORS AND OWNERS CODE OF CONDUCT

(Hereafter referred to as the COC)

1 INTRODUCTION.

- 1.1 The object of the Midfield Home Owners Association (hereafter referred to as MHOA) is to promote, advance and protect the communal interest of its owners and residents and consequently ensure a safe, high quality lifestyle by managing the appropriate development of residences and related facilities (including swimming pools, shelters, outbuildings, extensions, etc) as well as communal facilities (including sport, recreation facilities, parks, security walls and buildings, etc).
- 1.2 The MHOA's Building Regulations relate to the control measures regarding access and building activities of contractors (and their suppliers). Owners of stands are obliged to bring the House Rules and Building Regulations to the attention of their building contractors since the stand owner will be held responsible for any contravention of the House Rules or Building Regulations by their contractors.
- 1.3 All owners and contractors building in Midfield Estate must sign acceptance of this COC - prior to any work commencing / continuing on site. This code also applies and covers all sub- contractors working under a main contractor on any site within the boundaries of the estate. Contractors must ensure that each Sub-contractor receives a copy of this document.
- 1.4 Access to the Estate will be strictly controlled at all times both for vehicular and pedestrian traffic. Control will be exercised in terms of the prevailing Access / Security Standard Operating Procedures.
- 1.5 The conditions governing building activity which is set out in this document are rules adopted by the MHOA and are therefore binding on all owners of property within the estate, residents, their contractors and sub-contractors. Furthermore, all Owners are obliged to ensure that their contractors and sub-contractors are made aware of the conditions and comply strictly with them. Owners are therefore required to include these conditions in their entirety in any building contract concluded in respect of property in the Estate, and all such contracts may be required to be submitted to the MHOA for prior approval.

2 CONDITIONS & RESPONSIBILITIES APPLICABLE TO :

2.1 THE OWNER: The Owner hereby agrees and undertakes:-

2.1.1 "Drawing Approval"

To submit the building plans, specifications and finishes, and site development plan in the first instance, as well as the plan approval fee determined from time to time, to the MHOA for its written approval in accordance with the Aesthetical rules, and thereafter the local or any other competent authority for its approval;

Not to commence with any work whatsoever on the property until such time as the approvals, contemplated in the above have been obtained and the site has been handed over by the MHOA;

2.1.2 "As Built Drawings"

Not to allow any building work to continue until drawings for any proposed changes to the original approved plans have been approved by the MHOA Aesthetical Committee;

2.1.3 To complete (completion date being the issuing date of the MHOA Occupation Certificate) the house and outbuildings and landscaping on the property within 12 (twelve) months of the date of commencement of building (building commencement date is defined at the date of signature of this document); failing which a penalty will be added to the monthly levy to the amount tabled in Annexure D;

2.1.4 That the conditions of these clauses will *mutatis mutandis* apply in respect of any further alterations, additions, walls, fencing, facade treatments, pools, signage etc which the Owner may wish to erect on the property;

2.1.5 That all construction is to comply with such conditions as which the National Building Regulations, Ekurhuleni Metropolitan Municipality regulations and/or the National Home Builders' Registration Council, imposes in respect of the property or construction thereon;

2.1.6 To ensure that the contractor/s employed by the Owner signs and complies with all the conditions of the COC;

2.1.7 That any breach by the Owner's contractor of its obligations in terms of the COC is and remains the responsibility of the Owner, and will be regarded as a breach by the Owner;

2.1.8 That the Owner shall not be entitled to take physical occupation of any nature of the dwelling before an occupation certificate has been issued by the MHOA; (refer to clause 5);

2.1.9 The MHOA reserves the right to deny occupation of any house/structure if the provisions of any of the clauses of this document have not fully been adhered to. Financial penalties and/or other measures as determined by the HOA and Midstream Electrical Supplies can be implemented against transgressors;

2.1.10 The Owner will ensure that all Contractors are deregistered from the stand within 5 (five) working days after obtaining an occupation certificate or immediately after any remedial work has been completed, whichever occurs first.

2.2 THE CONTRACTOR / PROJECT MANAGER / OWNER BUILDER

The Owner must ensure that the Contractor or Project Manager used to conduct any form of building activity on the Property, complies with the following criteria, namely:-

2.2.1 All contractors and their staff are registered (by means of finger prints and original South African Identity Documents) on the Estate's Security Access system.

2.2.2 All contractors and their staff submit themselves to a South African Police Services criminal clearance at the request of the MHOA.

- 2.2.3 All contractors ought to be in possession of an approved Health & Safety Plan as required in terms of the Occupational Health & Safety Act (No 85 of 1993) for each stand.
- 2.2.4 All specialist contractors employed directly by the Owner, whose appointment is not a sub-contract to the main Building Contractor, (Example: Home theater specialists, landscaping contractor, etc) must be registered on the MHOA security access control system. Following the same processes as the main Contractor or any other sub-contractor.
- 2.2.5 The Owner / Contractor will not be allowed to commence with any building works on the Property unless they are in possession of all the above-mentioned registration certificates / documentation.
- 2.2.6 **The Owner / Contractor will not be allowed to store any building material, proper filling, sheds or toilet on a site before the COC is signed.**

On application the MHOA can at its sole discretion give the Owner / Contractor a 3-month permit to store the above mentioned on the site, provided that the COC is signed while the permit is valid.

If the permit expires and the COC has not been signed, the Owner / Contractor has 7 (seven) days to remove the above-mentioned otherwise it will be removed by the HOA for the Owners account. No extensions will be granted.

3 PROCEDURE FOR SITE HANDOVER AND TO COMMENCE WITH CONSTRUCTION

The following procedure must be followed for Site Handover (3.1) and before Construction (3.2) may commence:-

- 3.1 The Owner or his Contractor / Project Manager, must give the Midfield Aesthetical Office at least 2 working days written notice of his request for a Site Handover Certificate (Annexure A).

The purpose of this certificate is to grant the Owner's Contractors limited access to the stand for purposes of preparing the site for construction such as surveying the site, open services connections, exposing and identifying corner beacons, etc.

No sub-contractors boards or other advertising of any nature whatsoever are allowed.

The following must be met before a Site Handover Certificate is issued by the MHOA.:

- 3.1.1 All working plans including building, storm water management and landscaping (where applicable) must be approved by MHOA and/or the local authority;
- 3.1.2 In the event that the access crosses a completed paved walk way, the required protection will be installed prior to building commencement - details available from the Aesthetical Office;
- 3.1.3 All water, sewer and electrical (if required) connections/applications must be completed by the relevant authorities or parties;
- 3.1.4 The Owner of the stand has paid a building deposit, as listed in Annexure D. This amount will be held free of interest by the MHOA. This deposit will be used to remove any rubble or make good

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any damage caused by the Owner's builder, for example kerbing, landscaping or any other common property damaged during the construction period.

3.1.5 The building deposit shall be refunded into the Owners levy account, or the Owner's nominee's account, 10 (ten) working days after the MHOA occupation certificate has been issued, provided that there was no breach or non-performance to remove builder's rubble or any damage caused by the contractor, sub-contractors or suppliers.

3.2 The owner, or his Contractor / Project Manager, must give the Midfield Aesthetical Office at least 2 working days written notice of his intention to Commence with Construction. A "**Building Commencement meeting**" will be scheduled by the Midfield Aesthetical Office.

A Building Commencement Certificate (Annexure B) will be issued if the following conditions are complied with at the meeting. These conditions must remain in place for the duration of the building project.

3.2.1 A Chemical Toilet (or water flush system) must be on site. No toilets or sheds will be allowed on the sidewalks / pavements. A sturdy lockable shed must be erected and the site number must be clearly visible.

3.2.2 Provision must be made for the continuous removal of building rubble and other waste. A skip is recommended at all times, but is compulsory after the building period expired. Contractors will be fined for building rubble or other debris that is dumped or blown to adjacent stands, sidewalks or private open spaces.

3.2.3 The location of the driveway, as indicated on the site plan, must be clearly marked and this will be the only access onto the site unless, prior written approval was obtained for special deliveries.

3.2.4 In the event of the site bordering onto any green areas etc, special care must be taken to not cause any damage to or to encroach into these areas. No rubble / building materials may be stored in a green area under any circumstances.

3.2.5 In the event where a house is occupied and the deposit relates to renovations, additions, or other works on site, the deposit will be released after inspection of the completed works by the MHOA stating that there was no breach or non-performance to remove builder's rubble or any damage caused by the contractor, sub-contractors or suppliers.

4 SITE & OPERATIONAL PROCEDURES

The Contractor hereby agrees and undertakes:-

4.1 Contractor activity and/or delivery of material are only allowed access to the Estate during the following "building time" hours: **Mondays to Fridays - 06h30 to 18h00 and Saturdays from 06h30 to 15h00**. No contractors are allowed to be in the Estate after these hours.

4.2 No after hour work will be permitted without MHOA's prior written approval. Such approval must be obtained 48 hours days before the time that overtime work might be required.

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- 4.3 No night watchmen are permitted on any site unless they are registered with PSIRA, are removed from site during daytime and adhere to other Security procedures. The Security Manager is the only person authorized to register a night watchman.
- 4.4 No contractor activity and/or delivery of materials are permitted on Sundays, Public Holidays and during the December builder's break, (from the Friday before 16 December until the first Monday in January) as these days are viewed as "private time".
- 4.5 No loitering of workers, excessive parking of vehicles, dumping or storage of rubble will be allowed outside of the building stand.
- 4.6 The site must be kept as clean as possible of building rubble, with regular cleaning taking place during building operations. Under no circumstances may any building material or rubble be stored on adjacent stands, unless prior written approval was granted by both the stand owner as well as the MHOA.
- 4.7 Where materials are off-loaded by a supplier encroaching onto a paved walk way or the roadway, these materials must be moved onto the site by the Contractor. No material must be allowed to remain on the roadway or paved walk way and it is the Contractors and Owners responsibility to clean the road or walk way of all such materials.
- The same applies to sand or rubble-washed or moved onto the road during building operations. This must be cleaned on a daily basis as spillages occur, but before 17:00 daily.
- 4.8 The Owner shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or Estate property. The building deposit will be used to make good of any damages caused.
- 4.9 Storage and removal of site refuse, litter and rubbish must be very carefully controlled throughout the whole development. The Contractor shall provide a skip facility (in accordance with clause 3.2.2) for rubbish disposal and ensure that the workers use the skip provided and that the rubbish is removed regularly and not burnt on site as the site is a smoke free zone. Skips must be covered with a net to ensure that paper and other items are not blown out of the skip.
- 4.10 Sub-contractors appointed to remove building rubble must be able to provide the Owner /Main-contractor with proof that the rubble is disposed of in a legal and environmentally friendly manner. (An affidavit from the Contractor can be considered proof).
- 4.11 The contractor, sub-contractor may be denied access to (or prevented of egress from) the Estate, should the site not be kept clean to the satisfaction of the MHOA.
- 4.12 The contractor must take special care with the storage, handling and transport of all materials that could adversely affect the environment on the Estate. Any spillage of any materials on the Estate must be repaired and cleaned up. The necessary precautions to prevent pollutions, contamination or noise nuisance to adjoining areas must be taken at all times. Any contraventions will be dealt with as in accordance to the Estate rules.
- 4.13 The contractor shall provide chemical toilets or water flush system (at a ratio of one toilet per 15 workers) and washing facilities for all his workers, properly screened, before any building activities commences.

- 4.14 No burning of refuse or building materials will be allowed in the Estate.
- 4.15 No concrete, dagha, cement or such may be temporarily stored, mixed or prepared on any of the roadways, curbs and paved walkways.
- 4.16 Any incident or damage to HOA assets that occurs must be reported immediately to the Midfield Security Control Room. Incidents that must be reported is such as;
- Security breach
 - Damage to infrastructure (water meters, water pipes, road surface, signage, kerbs, boundary wall and fence, streetlights and furniture, etc.)
 - Vehicle accidents
 - Damage to the environment
 - Breach of any of the Estate Rules, etc.

5 ISSUING OF OCCUPANCY CERTIFICATE

An Owner shall not be entitled to take physical occupation of any nature of the dwelling before an occupation certificate has been issued by the MHOA. The MHOA will issue an occupancy certificate subject to:

- 5.1 The MHOA must be satisfied that the works on the property have been completed in accordance with the approved building plans and landscaping plans.
- 5.2 All items on Annexure "C" (Final Aesthetical Inspection) must be completed before a final inspection can be booked. The first and a second (if applicable) inspection are covered in the plan approval fee. There after re-inspection fees will be levied.

6 SECURITY AND ACCESS CONDITIONS

In addition to the conditions set out in the Security & Access Protocol, the following conditions must be adhered to:

- 6.1 The contractors/sub-contractors/ suppliers must comply with the security regulations as amended from time to time and more fully set out in the Security Standard Operating Procedures. These rules include the policy in terms of which all staff must be registered on the biometric access system.
- 6.2 All contractors, sub-contractors and their workers must enter the Estate through the designated turnstiles (excluding drivers), whether arriving in vehicles or on foot, and must strictly adhere to the Security Standard Operating Procedures in force at the time.
- 6.3 Contractors / sub-contractors will only be given access to the site by prior arrangement by the main contractor / owner builder and fall under the same procedures mentioned above.
- 6.4 No excessive parking of vehicles will be permitted on the roads and no parking on vegetation / landscaped areas, grassed sidewalks will be allowed. Vehicles are not to obstruct traffic nor damage vegetation. Damage to any vegetation or infrastructure will be dealt with in term of the Fines Policy. (Overflow vehicles can be parked at the temporary parking areas allocated by the Security Manager).
- 6.5 The maximum speed within the Estate is limited to 30km/h. Speed trapping will be

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undertaken from time to time to calm traffic and perpetrators will be fined in accordance with the Fines Policy

- 6.6 Labour must be employees of the contractor / sub contractor and only under limited circumstances will casual labour be allowed on site. This shall be at the sole discretion of the MHOA.

People presenting false Identify Documents for registration or any other purposes will be handed over to the South African Police Services and the false documents will be confiscated.

- 6.7 No contractor personnel will be allowed to roam the Estate by foot or remain in the Estate outside of "building time" hours. Contractors are only allowed to walk directly from the gate to the building site and back or to the authorised kiosks to buy food.

- 6.8 The Owner of the stand guarantees and undertakes to ensure that the contractor registers all the contractor's personnel and labourers with the Estate security, which will include the completion of any documents, the giving of all registration and identification numbers as required by the MHOA from time to time.

- 6.9 Should the MHOA have any concern with the conduct of the contractor and/or sub-contractor, the MHOA may rectify as deemed necessary and/or reserve the right to suspend building activity until such undesirable conduct is rectified, which it may do at any time and without notice, and without recourse from the Owner and/or contractor and/or sub-contractor.

7 SUPERVISION & INSPECTIONS

- 7.1 MHOA reserves the right to inspect all sites at any time and the right to access may not be denied to an official of the MHOA or a representative such as security officials.

- 7.2 Inspections particularly prior to weekends and public holidays will be made to ensure that the sites are left in good and neat order and that all safety precautions have been taken if necessary.

8 LEGAL STATUS

- 8.1 The rules and regulations governing building activities as set out in this document are binding on all Owners, their contractors and sub-contractors. All Owners are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly adhered to.

- 8.2 Owners are accordingly required to include these rules in their entirety in any building and architectural contract. A signed copy of the Builders Code of Conduct with all annexures must be submitted to the MHOA prior to any commencement of any construction activity.

- 8.3 The MHOA reserves the right to suspend any building activity in contravention of any of the conditions and does not accept claims for any losses sustained by an Owner, contractor or sub-contractor as a result thereof.

Issued in terms of the Memorandum and the Articles of Association of the Midfield Home Owners Association.

SITE _____

Signed at Midfield Estate on this _____ day of _____ 200__

NAME OF OWNER

SIGNATURE

NAME OF CONTRACTOR

SIGNATURE

NAME OF COMPANY

WITNESS

We hereby acknowledge that we have received the latest version of the Owners and Contractors Code of Conduct (7 pages dated Feb 09). We have read the document and understand the content thereof; we herewith agree to abide by all the conditions set out therein.

CONTACT NUMBERS

1. OWNER

(a) Tel :

(b) Cell :

(c) Fax :

(d) e-mail address :

2. CONTRACTOR

(a) Tel :


(b) Cell :

(c) Fax :

(d) e-mail address :

Note : A telephone number [(a) or (b)] as well as a contact number for notices [(c) or (d)] are required for both the owner and contractor

“Annexure A”

		SITE HANDOVER CERTIFICATE		
		The purpose of this document is to grant initial access to the stand for purposes of preparing the site for construction such as surveying the site, open services connections, exposing and identifying corner beacons etc.		
		STAND NO		
OWNER	NAME			
	TEL NO		FAX	
	E-MAIL			
CONTRACTOR	NAME			
	TEL NO		FAX	
	E-MAIL			
ARCHITECT / SENIOR TECHNOLOGIST	NAME			
	TEL NO		FAX	
	E-MAIL			
PROJECT MANAGER (if applicable)	NAME			
	TEL NO		FAX	
	E-MAIL			

The Owner herewith acknowledges that it is his responsibility to ensure the following:


- all working plans including building, storm water management and landscaping (where applicable) must be approved by Midfield HOA and the local authority;
- the corner beacons must be identified and be protected throughout the construction period;
- the footprint and actual house position, as well as the driveway and cadastral boundary must be clearly identified and marked;
- all services must be clearly identified and protected;
- application for water meters and electrical services must be submitted to the relevant authorities. Before occupation the owner must apply for permanent electricity and cannot occupy the house on “builders electricity”
- that the house is not occupied before the HOA Occupation certificate is issued;
- the house must be completed within 12 months of signing the Owners and Contractors Code of Conduct, failure to comply with this will attract financial and other penalties.

OWNER'S SIGNATURE : _____

DATE : _____

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“ Annexure B”

	<p>BUILDING COMMENCEMENT CERTIFICATE</p> <p>(meeting on site)</p>
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Information to be provided

The owner shall give the Midfield Aesthetical Office (AO) at least 2 days notice of his / her intent to start building, and provide the following information with the notice, before commencement:

Ser no	Pre-condition	Yes	No
1	Site Handover certificate, signed by the Owner		
2	Confirmation that COC has been signed by both owner and contractor		
3	Payment of the building deposit		
4	No services (Sewer, Water, Electrical, E-tube, Lamppost, Fire Hydrant) in driveways etc.		
5	Toilet on site		
6	Shed on site		
7	Site number clearly visible		
8	No rubble on surrounding sites		

Signed

Owner

Contractor

Building Commencement date : _____

Penalties applicable from : _____

Approval from HOA

FINAL AESTHETICAL INSPECTION

“Annexure C”

MIDSTREAM	MIDFIELD	MIDLANDS
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EXT & STAND: _____

STREET: _____

DATE HOA FINAL INSPECTION REQUIRED: _____

OWNER / CONTRACTOR: _____

TEL / CELL NUMBER: _____

PLEASE NOTE:

- Requested date cannot be guaranteed
- **NO** Final Aesthetical Inspection can be performed unless all of the above has been complied with in full.
- If the Final Aesthetical Inspection was successful, your **Ekurhuleni Inspection** will be booked **2 days** after the Aesthetical Inspection took place.

DATE: _____

OWNER / CONTRACTOR SIGNATURE: _____

<i>AESTHETICAL INSPECTION</i>	<i>EKURHULENI INSPECTION</i>
Monday to Friday	Tuesday to Thursday

The following **MUST** be completed **BEFORE** a final inspection can be carried out:

1. All buildings, boundary walls and pools must be completed in accordance with the approved / revised plans.
2. All building rubble on / around the stand must be removed.
3. All patching, painting, tiling and paving must be completed.
4. All gates and balustrades must be installed.
5. The sidewalk as well as all areas of the stand visible from the street must be landscaped or planted with instant lawn.
6. All electrical light fittings on the outside of the house must be installed.
7. All boundary walls must contain appropriate drainage holes which will allow free flow of storm water between stands.
8. Gas cylinder enclosures must be completed and match the design / finish of the house.
9. No air conditioning units or washing lines may be visible, either from the street or the neighbours.
10. All ducts must be built according to the approved plans.
11. Duct covers must be completely fitted and painted to match the house.
12. Street numbers must be allocated & all contractors' boards removed.

Very Important:

13. **The owner is responsible to de-register all contractors, sub-contractors and workers at the security office from the system, and if not, the security will de-register them automatically.**
14. **Within 5 days after the final Aesthetical inspection was approved, the temporary builder's electricity connection will be disconnected. Contact: Annelise Krynauw (012) 6611177 at Bondev offices to connect permanent electricity**