

NORTH/SOUTH CENTRAL LOCAL COUNCILS - DURBAN

**DEVELOPMENT & PLANNING UNIT
16 OLD FORT ROAD, DURBAN, 4001
P.O. Box 680, DURBAN 4000**

FOR OFFICE USE ONLY
PLAN NO.

UNDERTAKING AND INDEMNITY

CHAPTER 1, PART 2, SECTION 3 OF THE BUILDING BYLAWS

1. I/We record that this undertaking and indemnity is given in respect of work to be executed in connection with the erection or demolition of a building to be executed on the property situated at –

Street Address of Property: _____

and described as-

Description of Property: Sub. _____

Such work being more particularly described as

Description of Work: _____

2. I/We undertake that I/we will:
- (a) Take or cause to be taken such precautions as may be directed by the Executive Director (Development and Planning) and, independently of any directions, such other precautions as may be reasonable to protect from damage all property or services vested in or under the control of the North/South Central Local Councils including, without derogating from the foregoing, any street, pavement, kerbing, channeling, scoops, entrance driveways, street lighting, traffic signal or sign, street furniture and any drainage, sewerage, electricity, water or other pipes, conduits and equipment, which may in the opinion of the Executive Director (Development and Planning) be damaged or affected by the carrying out the said work
 - (b) When called upon to do so pay to the North/South Central Local Councils the difference between any deposits made by me/us in terms of section 3 (1) and (2) of the Building Bylaws and the actual cost of repairing and making good any of the services, as certified by the Executive Director (Development and Planning).
3. I/We hereby indemnify and hold harmless the North/South Central Local Councils and all officers and servants thereof against any claim whatsoever nature arising out of or the cause of which is connected with the execution of the said work or any damage to or affecting the said property or services.
4. In paragraph 1 and 2 hereof:-
- a) "Executive Director (Development and Planning)" shall mean the Executive Director (Development and Planning) or his authorized representative; and
 - b) "work" shall include any excavation, demolition, pile driving, the depositing or leaving of any equipment or other thing or material on any street or public place or the erection of any structure therein and the making of foundations, as well as all other acts and activities incidental to such acts and activities, and all transport of goods or material of whatsoever nature to or from the site in connection with the work shall be deemed to be part of the work.

This undertaking and indemnity shall be of full force and effect in respect of all work referred to in paragraph 1 hereof and any act or omission arising there from or in connection therewith, whether executed, performed or omitted by the undersigned or by any other person on his/their behalf, whether as an employee, agent, sub-contractor, supplier or otherwise.

Signature: _____
*Registered Owner of Property

Date: _____

***NOTES:**

- 1) Where the owner is a company or other corporate body, this form should be accompanied by a Resolution of such company/ corporate body authorizing the signatory to sign on behalf of the company/corporate body.

Where the signatory is not the owner, this form should be accompanied by a Power of Attorney authorizing the signatory to sign on behalf of the owner.

**R2
REVENUE
STAMP**