



CONDUCT RULES FOR BUILDERS

July 2020 – INCLUDING COVID-19 SUPPLEMENTARY RULES

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INTRODUCTION

The purpose of this set of rules is to ensure a harmonious integration of residential living and building activities within Cathkin Estates with minimal impact upon the environment, residents and others. The estate has unique qualities as an up-market secured residential estate. In order to maintain aesthetics, standards, general appearance and security arrangements it is necessary that owners, builders, contractors, and their subcontractors, adhere to rules and regulations as determined by the Board of Trustees from time to time.

Strict adherence to all aspects of the rules is required and expected at all times and in all respects. The estate reserves the right to impose penalties in the event of Contractors not complying with the rules.

It is a requirement that all builders on Cathkin Estates take out a Public Liability Insurance to a minimum value of R 1 000 000 (One million Rand). This policy will be in relation to the specific build and will be required to cover any damage to the environment or estate infrastructure. It is to be kept paid up and valid for the duration of building operations including contractual snagging.

1. CODE OF CONDUCT

The building contractor is the builder/contractor appointed by the owner of a site in the estate for the purpose of constructing / altering / maintaining a dwelling house and outbuildings on the owner's site in the estate. The Owner is ultimately responsible for the Contractor and his actions during the period of construction.

2. PRECONDITIONS

The following pre-conditions shall be complied with before any building activities may commence, including clearing of the site:-

- 2.1 Building plans must be approved by the estate and the local authority and a copy of the plans carrying the stamp of Municipal approval is to be filed in the homeowner file.
- 2.2 All builders must be registered with the NHBRC and must submit a copy of their registration certificate for estate records prior to site hand over.
- 2.3 A copy of the NHBRC registration certificate for the house must be submitted for the estate's records before building commences.
- 2.4 A copy of the contractor's public liability insurance policy to a minimum value of R1 million, is to be lodged with the Estate Manager before site handover. Refer 3.4 below.
- 2.5 All contractors and sub-contractors are to comply with all the relevant legislation, including but not restricted to the BCOE Act and the OHS Act
- 2.6 Before site handover the contractor will be required to sign the Acceptance Agreement for the Builders Code of Conduct.
- 2.7 It is mandatory for all building contractors to use an allocated builder's yard at the prescribed monthly rate. The monthly rental for this site will be debited to the owner's levy account.
- 2.6 All building fees and deposits are subject to change and must be paid by the Owner prior to site handover. Deposits will be refunded free of interest when all obligations to the HOA has been fulfilled. The Board of Directors will reserve the right to change these amounts from time to time. See Appendix 1 of this document for current amounts.
- 2.7 Water connection to the building site is to be identified prior to building.
- 2.8 No activity will be allowed on site until the Estate Manager has issued the Contractor with a certificate authorizing commencement.
- 2.9 The owner is to apply to the estate manager for temporary connection to the electricity supply and water supply.
- 2.10 The electrical connection to the site must be arranged with the Estate Manager and any temporary electrical box must be secured, using a lock and must be placed within the boundary fence.

3. RESPONSIBILITY

- 3.1 The owner is responsible for the contractor on site. The contractor is responsible for his/her sub-contractors as well as any person making deliveries to that site.

- 3.2 The Contractor shall be liable for any damage or loss that may be caused by him, his employees, sub-contractors or any delivery vehicles delivering materials to his site.

Any damage to the estate including, but not limited to damage to kerbs, roads, distribution boxes, plants, irrigation and/or damage to private property on the estate caused by the contractor, his sub-contractors, agents, employees, guests or invitees is the responsibility of the contractor.

- 3.3 The contractor is to ensure that he is aware of the condition of all access roads to the estate.
- 3.4 All contractors are to have appropriate insurance to cover the build as well as well as public liability cover of a minimum of R1 000 000.00. A copy of this insurance policy is to be forwarded to the estate manager prior to commencement. See 2.6 above.

4. ACCESS CONTROL

On site handover, after the Main Contractor has presented his personal ID card for registration and after payment of the prescribed fee, one remote for the main gate will be handed over. In addition the Main Contractor shall provide his own cell number for registration on the gate intercom system. Both the cell number and the remote will be registered against his ID number and the erf on which he is building.

On completion of the build the remote will be de-activated unless the builder has secured further building contracts on the estate in which case it will be necessary for him to liaise with the Estate Manager to retain the remote.. The cost of the builder's remote will be refunded when the remote is handed in to the Cathkin office.

Sub-contractors (earthworks, electricians, plumbers etc) do not have remote access to the estate. It is the responsibility of the main contractor to grant access and exit through the intercom/cell number process.

Deliveries of building materials are to be handled in consultation with the Estate Manager and according to the prescribed procedures.

It is the responsibility of contractors to control the entrance of their staff through the security processes in place at the Estate's gates and to ensure that their staff at all times display their Estate identity cards carrying the name of the employee and the name of the contractor employing them.

Contractors and subcontractors are responsible for taking their staff by vehicle to the specific site/s on which they are working and shall likewise be taken off the site. Contractor's staff may not access sites or move around the estate on foot.

Regular contractor vehicles will be issued with formal identity/access cards provided by the Association.

5. ENVIRONMENTAL CONTROLS

In signing the acceptance form the contractor acknowledges that he is working in an environmentally sensitive development and agrees to conform to all environmental controls specified in this document and as may be revised from time to time.

5.1 Flora

Before any site disturbance takes place, all valuable fauna and flora are be removed by the Estate Manager.

5.2 **Site Layout**

Prior to commencing building the contractor must provide the estate manager with a site drawing indicating the position of storage shed(s); position of topsoil and excavated soil storage areas; the position of building material; storage areas; the position for washing of equipment; and the position of deliveries.

5.3 **Limits of Building Activity**

All activities relating to the construction must be confined within the boundaries of the erf upon which construction is taking place. This relates to location of staff, placing of material, storage bins etc. Any material needing to be stored outside the erf boundaries must be stored in the available builder's yard near the service gate.

5.4 **Fires**

No fires, for whatever purpose, may be made on the Estate.

5.5 **Site**

5.5.1 The contractor must secure the building site by erecting a 1,2m weldmesh fence with an effective gate, which is to be closed after working hours.

5.5.2 Permission from the Estate Manager is required before the wire fencing and gate to the building site may be removed.

5.5.3 An official Cathkin Estates builder's board stating the details of the main contractor and the site number clearly indicated must be located on the site. No other boards are allowed.

5.5.4 Each site must have a 3m x 3m pig-mesh or weld-mesh waste receptacle, which must be emptied on a **weekly** basis. A serviced waste bin is situated near the service gate. See paragraph 2.5 above.

5.5.5 All waste (especially plastic) is to be placed in the waste receptacle and removed on a daily basis and not left on the site.

5.5.6 Littering will not be tolerated.

5.5.7 The contractor is expected to keep the appearance of his building site neat and tidy and free of litter at all times.

5.5.8 Excess soil and plant material that results from levelling the erf must be removed from the erf once excavation is completed.

5.5.9 The road in front of the erf must be swept regularly.

5.5.10 Washing of contractors' vehicles is not permitted on the estate nor may building residue of any nature be allowed on the surrounding erven, common property or to fun down the roadways.

5.5.11 On completion, the contractor must make adequate provision for removal of building rubble and excess material. No material or building rubble may be stored on the estate without the Estate Manager's permission.

5.5.12 Contractors are to ensure that, after the building operation, all boundary pegs are in place and if they had been moved they must be replaced by a registered land surveyor, at the contractor's cost.

5.5.13 Failure to comply with any of the above rules will result in either a temporary site closure until resolved or a fine of up to R500.00 per offence.

5.5.14 Should a builder not comply with the above, the estate will rectify the situation and the costs thereof will be deducted from the damages deposit.

5.6 **Builder's Vehicles**

5.6.1 Washing of contractor vehicles will not be allowed on the estate.

5.6.2 No builder's vehicles are permitted to be left on site after hours. Plant and Bobcats should be placed within the building fence after hours.

5.7 **Fires**

No fires will be allowed on any part of the estate including the building site. The lighting of any fire on the building site or on the estate by the contractor and/or his staff, sub-contractors or delivery staff will result in a fine up to but not restricted to R5000.00.

5.8 **Hygiene**

Toilet

The contractor must provide a temporary chemical toilet on the building site for the use of their employees. This toilet must be serviced and the waste removed on a weekly basis. No building activity may commence without the toilet in place. A fine of R1000.00 will be payable if the contractor is in default of this requirement.

Washing Facilities

A suitable area for staff to change or clean themselves is to be set aside in a place offering privacy to both staff and passersby.

5.9 **Sewage system**

The contractor is to ensure that the correct sewage system is installed as per the engineer's recommendation. Once installed the system must be inspected and approved by the estate manager before closing of the system. Failure to notify the estate manager prior to closure will result in the system having to be exposed at the contractor's cost.

6. **HOURS OF WORK**

6.1 **Public/Private time**

Contractors may only be present on the estate during the following public time hours:

Normal Weekdays and Saturdays: 06h30 to 17h30

Sundays and all Public holidays - NO WORK ALLOWED

6.2 **Builders' holidays**

No building activity will be allowed on the estate during the builder's holiday for a period of three weeks from around the 16 December to around the 12

January every year. The Estate Manager will liaise with contractors to determine exact dates in advance.

6.3 **Permission to work after hours**

Any special application for the right to work outside the said times, must be submitted by the owner in writing, at least 5 working days ahead of the date upon which the change of work times is requested. The dates/period for which such special timing dispensation is requested must be specified in the application as well as the type of work to be done.

Written consent is required from all neighbouring owners who may be directly affected by the type of work to be done and the amended times. The Trustees reserve the right to grant or refuse such permission.

7. **EMPLOYMENT OF STAFF**

- 7.1 The contractor and sub-contractor will give preference to the use of local skilled and unskilled workers.
- 7.2 Contractors will be responsible for ensuring compliance with all Labour laws. See paragraph 2.5 above.

8. **VEHICLE SIZES**

Due to the type of road surface and limited road widths no vehicle with a loading capacity exceeding five (5) tons or having a dual rear axle will be permitted on the estate, unless specifically authorised by the Estate Manager. Note: Ready mixed concrete deliveries are not permitted on the estate.

9. **DELIVERIES TO CONTRACTORS**

9.1 **General Deliveries**

- 9.1.1 Contractors will at all times be responsible for the delivery of materials.
- 9.1.2 All delivery times will be limited to working hours as defined under 6.1 above.
- 9.1.3 Deliveries to the building site will take place only from the road frontage of the site unless prior arrangements have been made with the estate.
- 9.1.4 All building materials are to be contained strictly within the building area. No building material may impinge on the roads, adjoining properties or common land.
- 9.1.5 Delivery zones are to be planned to facilitate quick and nuisance-free unloading and to limit traffic blockage during deliveries.
- 9.1.6 There is a traffic weight restriction on the estate which limits vehicle load for delivery and contractor vehicles to a maximum vehicle load of 5 (five) tons. **Access will be denied to all larger vehicles. Note: this means ready-mix cement trucks may not enter the estate.**
- 9.1.5 All deliveries exceeding 5 tons are to be done via the service/ delivery gate unless prior permission has been obtained from the Estate Manager.

- 9.1.6 The delivery of roof trusses and roof tiles to the site may be allowed with authority from the Estate Manager. Any damage to roads and infrastructure will be for the contractor's account. Safety standards of the highest level must at all times be applied to the stacking of materials.
- 9.1.7 All contractors are to be adequately insured. The contractor is responsible for any damage caused by him and his staff, his sub-contractors, delivery vehicles and construction equipment whether to roads, storm water, electricity supply, fauna and flora, gatehouse, fences, walls, vehicles and/or any other element or property lawfully on or in the Estate. Also see 2.4 and 3.4 above.
- 9.1.8 Environmental damage is defined, but not limited, to include soiling or staining, settlement, blocking or impairing the designed free flow of water of effluent, physical damage, cement soiling or poisoning.

10. STORAGE SHEDS/HUTS & YARD

10.1 Sheds/Huts

The contractor may erect storage a shed/hut within the boundaries of the building site and to a maximum height of 2,4m. The position of such structure must be indicated on the approved building plans and the material to be used in the construction of the hut shall be subject to the approval of the estate in its sole and absolute discretion.

10.2 Builder's Yard

10.2.1 It is mandatory for all building contractors to rent an allocated Builder's yard at the prescribed monthly fee. See paragraph 2.7 above. This yard will be made available to the contractor next to the delivery entrance on the western boundary at a monthly cost. Such rental shall be for the duration of the build and shall be cleared of all rubble and building materials on termination of the building contract.

10.2.2 The contractor must maintain the yard. The contractor must supply a chemical toilet on the site if labour is to be working in the yard.

11. SECURITY

- 11.1 Although the development is located in a secure and controlled environment, the Homeowners Association is not responsible for any loss or damage to any Contractors' equipment or materials stored on the estate.
- 11.2 The contractor must at all times adhere to the instructions of security personnel employed by the estate.
- 11.3 Personnel must be transported by vehicle to the relevant building site and will not be allowed to walk from one area to another.
- 11.4 All personnel will be issued with an identity card for entry and exit to and from the Estate, which must be presented on request.
- 11.5 Skilled workers may enter through the main gate. General labourers are to enter and leave through the pedestrian gate at the eastern service gate.
- 11.6 General labourers and delivery vehicles may utilise the main gate during inclement weather conditions and with approval from the estate manager.
- 11.7 Contractors are not permitted to reprimand or instruct any security guards.

- 11.8 Contractors are to contact the estate manager regarding any security issues.
- 11.9 A Contractor and/or his contracted staff may not make use of hooters OR create a disturbance either at the main gate or on site. Contravention of this rule may result in a fine.

12. SAFETY

- 12.1 It is the responsibility of the project manager and contractor to comply with all relevant statutory and safety regulations and to exercise strict control of the site and those working on site.
- 12.2 A breach of safety regulations will result in an immediate close of the site by the Association.

13. SPEED LIMIT

- 13.1 For security, safety and environmental reasons the speed limit on the estate for all vehicles is **40kmph**. The contractor is responsible for ensuring that all his employees, sub-contractors and delivery vehicles adhere to this rule.
- 13.2 Contravention of this rule will result in a fine of R1000.00 and repeated incidents could result in that Contractor being denied access to the estate.
- 13.3 Right of way is to vehicles entering the estate. Traffic exiting the estate is to pull onto the verge to allow incoming traffic to pass slowly.

14. BUILDING PLAN CONTROLS

- 14.1 The building contractor must ensure that a copy of the signed approved building plan is available on site at all times for inspection by the estate representative.
- 14.2 Any variations to the approved building plan must be submitted to the estate for signed approval and proposed changes may only be implemented once the approved variation is available to the contractor. Any variations undertaken without ARC approval will result in a R 10 000.00 fine to the owner.
- 14.3 Prior to commencing building the contractor must:
 - 14.3.1 Provide a site drawing indicating the position of storage shed(s); position of topsoil and excavated soil storage areas; the position of building material; storage areas; the position for washing of equipment; and the position of deliveries
 - 14.3.2 Lay out the foundations for inspection and approval by the estate manager or architect before casting concrete. See detailed information in Architectural Guidelines.

15. ROADS, SIDEWALKS AND ROAD VERGES

- 15.1 Contractors must ensure that the road verges in front of their building site are adequately protected from damage during the building operations.
- 15.2 Building material must be stored **on** the erf. Special permission may be obtained from the estate manager to store material in the road reserve directly in front of the building site, or on other approved locations in the event of special circumstances.
- 15.3 Contractors are to ensure that on completion of building all rubble and/or waste materials are removed.

- 15.4 The rehabilitation of damaged verges is to be done by the contractor, to the satisfaction of the estate manager, prior to final inspection.

16. ADVERTISING

- 16.1 No advertising material may be placed on the estate by the contractor or his sub-contractors.
- 16.2 The contractor must place the approved Cathkin Estates builder's board on the stand for the duration of the construction period.
- 16.3 Builder's boards must be removed no later than one month after the construction has been completed.

17. ENFORCEMENT OF THE RULES

Should any contractor not comply with any of the above rules the following procedures will apply:

- 17.1 A written warning will be given to the contractor to rectify the matter within a reasonable time.
- 17.2 Failure to rectify the matter as requested may lead to a fine. This amount may be deducted from the builder's deposit that has been paid by the owner.
- 17.3 The Board of Trustees through the estate manager reserves the right to deny access to the site should a contractor disregard these rules on an ongoing basis. The Association shall not be liable whatsoever for any loss or damage that may be sustained by an owner as a result of a contractor or a subcontractor being refused access to the Estate.

18. GENERAL

These rules are to be read in conjunction with the Architectural Guidelines, the Environmental Management Plan and the Conduct Rules.

COMPLIANCE WITH DISASTER MANAGEMENT ACT - COVID -19

The Estate Manager is the designated authority for all contractor instructions on Cathkin Estates. He is authorised to issue instructions and enforce compliance including but not limited to the health and safety aspects of construction during the lockdown periods.

Intentional non-compliance carries a penalty of R500.00 per incident. Repeated incidents may result in closing down of building operations on that site.

These rules are in addition to the general Builders' Conduct Rules

1. Prior to commencing work the contractor is to sign his acceptance of these supplementary rules.
2. A chemical toilet for building staff is to be placed on site prior to the arrival of the contractor
except where
 - a) There is an existing external toilet already connected to the sewage system or
 - b) if connected toilets within the house are available to workers.
3. It is the responsibility of Contractors to ensure they and their employees are fully compliant with all legislation including but not limited to health and safety as gazetted for the various stages of Covid-19 lockdown.
4. The estate will specify exactly what information is required from the contractor for every member of his building team.
5. Every person entering the estate must have a face mask.
6. Every person entering the estate will be temperature screened by estate security and the temperature will be recorded.

Any vehicle carrying a person with a temperature of 38 degrees or more will be refused entry.

Should the lockdown again be raised to a level where construction is not allowed, the contractor will be instructed by the Estate Manager on issues such as toilet removal, building refuse removal and securing the site as per the general conduct rules.

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Builder's Signature

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Contractor's Name

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Erf No.

Date: