Caledon Estate
Lee Barns Boulevard Ballito

PO Box 55
Zimbali 4418

Estate Manager Cell: 067 126 8695
Email: manager@caledonestate.co.za
Managing Agent: info@inspiredmanagement.co.za
Caledon Trustees: trustees@caledonestate.co.za

CALEDON ESTATE – CONTRACTORS OBLIGATION AGREEMENT

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CONTRACTORS OBLIGATIONAGREEMENT

In respect of ERF_____Caledon Estate

1. THE PARTIES BHOA

And

_____ "The Contractor"

And_____"The Homeowner"

2. RECORDAL

2.1 The Contractor has been contracted to carry out building construction work on the property under the control of the BHOA.

2.2 The Contractor has accepted his mandate subject to the obligations in favour of the BHOA as set out in this Agreement

2.3 The Contractor shall adhere to the Municipal byelaws and the NHBRC regulations.

2.4 The BHOA Architectural Review Committee (ARC) will evaluate and authorize all building and or development plans prior to submission to the Municipality.

2.5 Once the plans have been signed off by the Municipality (KDM) a copy of the plans plus a letter from the Municipality giving permission early commencement or to start construction must be lodged with the Managing Agent/ BHOA.

2.6 When a builder has been appointed, a valid copy of the builders NHBRC registration certificate plus proof of registration for the home with the NHBRC must be lodged with the Managing Agent/ BHOA

2.7 The builder and homeowner will meet with the Managing Agent/ HOA to sign the Contractor's Obligation Agreement.

2.8 Applicable building fee to be paid to the BHOA before site handover will be conducted.

2.9 The definition of a Contractor includes, building Contractor, installers or internal building fittings, landscapers, suppliers, service and tender providers, repairs, minor works and items associated with garden installation suppliers and consultants to the building trades and architects and their equipment.

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3. **AGREEMENT**

The Contractor shall carry out the mandate to undertake building construction work on the Property controlled by the BHOA namely, "Caledon Estate" as follows:

3.1 **Compliance with Approved Building Plans**

3.1.1 The Contractor and Homeowner hereby agree that the house will be built in accordance with the building plans as approved by the Caledon Estate Architectural Review Committee (DRC). In the event of any deviations being made without specific consent the defect within the 14-day period, or such longer period as BHOA may decide. The Board of the BHOA shall also be entitled to impose a penalty on the homeowner and/ or the Contractor, which penalty shall be determined by the board but shall not exceed the amount of R1 000 per day and shall be payable from the termination of the notice period until such time as the deviation have been remedied to the satisfaction of Bogmore Homeowners Association.

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3.2 Construction Signs

3.2.1 The Contractor shall erect a construction sign in a form approved by the BHOA.

3.2.2 The sign shall accommodate the builder's name, engineer's name, the architect's name, the erf number the homeowner's name, site foreman's name and number, and emergency contact number details.

3.2.3 The construction sign may be no greater than 1,250m in height and 1,050m in width.

3.2.4 The background colour must be white, with a maximum of two other colours allowed, including the printing.

3.2.5 No other signs of Contractors, sub-Contractors, suppliers, financing companies or any other party may be erected on the site. Failure to comply will result in the boards being removed by the security personnel of the estate.

3.3 Erosion Control

The Contractors shall install a temporary construction entrance on site and shall ensure that erosion controls are put in place to limit erosion on the site. Such erosion controls shall be approved by the Estate Maanger of Caledon Estate. On site Storm water management must be constructed immediately and be retained on each individual site so as not to be discharged onto adjacent properties or the common property of Caledon Estate, Bird haven storm water reticulation system or the ponds. Failure to implement sufficient measures that result in soil erosion shall be subject to a fine by the BHOA and the Contractor shall be held liable to carry out all repair and rehabilitation to the existing site, adjacent site and the common property as well as the storm water reticulation system, water retention system.

3.4 Litter Control

- The Contractor shall ensure that sufficient litter bins are placed on site for the use of the construction workers.
- Solid waste and rubbish, which is collected behind the screened area, shall be removed once a week from site.
- Burning or burying of litter, rubbish or building material on site is prohibited.
- No littering or pollution allowed.

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CONTRACTORS OBLIGATION AGREEMENT continued

3.5 Site Fencing

The site shall be totally enclosed with new 80% factor dark green shade cloth on the boundary lines and must be a minimum of 1.5 meter high, to be secured in position on gum poles set 600mm in the ground at a max of 3000mm centers and 3 strands support wires onto which the bonox fencing or weld mesh will be affixed. Solid wooden battens are to be used to secure shade cloth to the wooden poles

A-framed gate, 4-meter entrance will be permitted (lockable) Building site must be fully secured at night and weekends.

3.6 Clearing the site of litter and building scraps, particularly on Friday afternoon:

3.6.1 The managing Agent/ BHOA may require the Contractor to clear the site at any stage if, in their opinion, the site is untidy

3.6.2 No clothing to be hung on trees or fencing

3.7 Work Hours

3.7.1 Unless otherwise approved by BHOA, construction work shall be limited to the time between 08h00 and 17h00, Monday to Friday.

3.7.2 Saturday from 08h00 to 13h00.

3.7.3 No construction will be allowed on Public Holidays, or Sundays without the special written permission from the Estate Maanger.

3.7.4 No heavy deliveries e.g. bulk cement, steel, roof and concrete ready-mix trucks will be allowed on Saturday

3.7.5 No Contractor or employee of such Contractor shall be entitled to be on site other than during the hours provided, stay overnight or sleep on any site.

3.7.6 All building work is suspended during the December shutdown period as decided annually by the BHOA.

3.7.7 The only exceptions to this are the accredited garden maintenance and other Contractors approved by the managing Agent/ BHOA

3.8 Behaviour

3.8.1 All construction workers are expected to behave in a workman like manner and shall not disturb residents or any other activities on the Estate. The Managing Agent/ BHOA shall have the right to control behaviour and noise generated by construction workers and ban disruptive or disrespectful workers from Caledon Estate.

CONTRACTORS OBLIGATION AGREEMENT continued

3.8.2 The Contractor is responsible for the behavior of sub-Contractors on site and for ensuring they are properly supervised. The Contractor will be held responsible for any damage to the Estate property by the sub-Contractors.

3.8.3 All construction workers must be confined to the site on which they are contracted to work.

3.8.4 In the case of construction on more the one site by the same Contractor, movement of personnel between sites is restricted to vehicles i.e. non pedestrian traffic.

3.8.5 No worker employed by the Contractor shall be entitled to be on the site, other than during the hours provided in Clause 3.7, with out prior written consent of the Estate Manager.

3.8.6 Any dispute between the Contractor and its workers must be settled outside of the boundaries of the Estate.

3.8.7 The building site must be under supervision of a site foreman during working hours.

3.8.8 No Contractor shall be entitled to bring onto site or onto the Estate or have in its/ their possession any alcohol, habit forming drug or any firearm or dangerous weapon.

3.8.9 Any plant/ vegetation outside of construction area that are damaged or removed by the Contractor or workers may be subjected to a fine.

3.8.10 Strictly no interfering, poaching or snaring of wildlife in the Estate.

3.9 Access to the Estate

The Contractor acknowledges that he is aware that the Estate is a secure Estate and will always, adhere to the security rules and regulations pertaining to the access procedures for the Estate. The Contractor will also co-operate with the Managing Agent/ BHOA in the interest of maintaining the security of the Estate.

3.10 Delivery vehicles.

3.10.1 The Contractor will ensure that the delivery vehicles use the roads with due care. Should any of the road verges, road surface, fibre and electricity manholes, sewer rodding eyes, or any other services on the property be damaged by the said vehicles, the Contractor shall be held responsible for repairing such damage at the Contractor's own cost.

3.10.2 The Contractor shall be responsible for any oil leaks or fuel spillage.

3.10.3 All vehicles used on the estate must be safe and in a roadworthy condition.

3.10.4 Should the vehicle exceed the maximum axel load of 6 tonnes, then it will be required to discharge the delivery at a loading area in the proximity of the main gate designated by the BHOA with a maximum

CONTRACTORS OBLIGATION AGREEMENT continued

of 6 tonnes allowed (the parking lot outside the gatehouse). The Contractor will then be required to remove the delivered construction materials in part loads to the building site immediately.

3.10.5 All construction traffic must enter via the gatehouse entrance.

3.10.6 All Contractor staff and personnel entering the estate are to carry and produce some form of positive identification to the security guard.

3.10.7 Deliveries must be scheduled for between 08h00 and 16h00 on weekdays only. Deliveries arriving outside these permitted times will be denied access and returned to the suppliers.

3.10.8 The main Contractor or his designated foreman must be on site to accept delivery and ensure that the material delivered is placed correctly on site. The placement of building materials on adjacent /vacant sites must have the Estate Managers and respective land homeowner's permission.

3.10.9 All construction activity is confined to the site on which they are contracted to work.

3.10.10 Care shall be taken when transporting materials to the site and the Estate speed restriction on 20km/h must be adhered to.

3.10.11 Failure to take due care, or to adhered to the speed restriction may result in a driver being banned from access to the Estate and the construction site.

3 11.12 All Contractors and their workers, upon entering or exiting state, are required to comply with the procedures laid down by the BHOA with respect to identification, vehicle and body searching.

3.11.13 The Contractor is to notify the BHOA office of the names and identity numbers of all sub-Contractors working on site, with their dates of commencement and completion.

3.11.14 The security guard shall not sign for any building material or accept and store for them in the guardhouse.

3.11.15 Contractor's staff shall not congregate outside of the estate Main entrance or across the road while waiting for the foreman. Staff may congregate at the Lee Barns Boulevard parking area.

3.12 Parking

Construction vehicles shall not be parked in any area other than the prescribed building site, or on the street way bordering the site. Vehicles shall be parked with due consideration for users of the street

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CONTRACTORS OBLIGATION AGREEMENT continued

3.13 Storing of construction materials

All construction materials will be stacked neatly behind the building line at the site. No construction materials may be stored on neighbouring sites.

3.14 Toilet Facilities

- The Contractors must provide adequate portable toilet facilities and rubbish bins for construction workers during the construction period. The location of such facilities must be placed so as to minimize offence to the homeowners of units on the property.
- No person is permitted to urinate or defecate on sites or on the estate other than the toilet facilities provided by the Contractor

3.15 Final Cleanup

At the conclusion of the construction work, the Contractor shall restore all streets; kerbs, ditches, drainage ways including fine grading and seeding, assure positive draining with no standing water, clean the entire site of all construction debris; and remove all temporary fencing facilities, equipment and unused materials

The Caledon Estate Manager will give approval as to whether the final cleanup has been completed to the satisfaction of the BHOA.

3.16 Insurance and Statutory requirements

- The Contractor, sub-Contractor and/ or supplier operating within the Caledon Estate will ensure that they comply with all statutory requirements as set by the local authority, national or provincial government, Occupational Health and safety regulation, labour issues and liability insurance for third party and accidents or injuries. Failure to comply with this will result in the homeowner being liable should any claim arise for which no cover exists. All homeowners must therefore ensure that their Contractors, sub-Contractors, or suppliers comply with this requirement.
- The Contractor shall take out at its own expense public liability assurance, in such amount as may be required by Caledon Estate, for any claim for damages arising from the acts or omissions of it or its employees or agents. The Contractor hereby indemnifies Caledon Estate against payments of any such claim for damages.
- The builder and homeowner shall appoint a registered Health and Safety Officer who will oversee and ensure all Health and Safety procedures and regulations are adhered to.

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3.17 Exterior Coating

The Contractor acknowledges the requirement to comply fully with the Caledon Estate Architectural and Building Code regarding exterior coating and colours.

3.18 BREACH

In the event of the Contractor being in breach of any obligations under this Agreement, then the BHOA shall be entitled to one or more of the following remedies:

- Give written notification to the Contractor to remedy the breach within 24 hours.
- Close the Contractor's access to the site until the breaches have been remedied. Any contractual delays will be at the Contractor' s expense.
- Insist on rectification of the breach at the cost to the Contractor, service provider to employee
- Breaching of these obligations may be referred to the Estate Manager.
- Should the Contractor deviate in any way from the approved building plan, the Contractor and the homeowner will be liable for a fine by the BHOA as set out in the Guidelines of fines.

4 DEPOSIT

4.1 The homeowner is obligated to place a deposit of R10 000.00 with the BHOA, as security for any damage caused by the Contractor or sub-Contractors.

4.2 Adjoining property homeowners are to be consulted by the Managing Agent prior to the release of homeowner's deposits, to ensure that any damage to adjoining properties has been satisfactorily repaired.

4.3 In the event that the financial sum required to remedy the damage caused by the Contractor is greater than the relevant deposit paid then such additional sum will be recovered from the homeowner.

5 Electrical and Water Meters

The homeowner will purchase suitable prepaid electrical meters prior to construction. Professionals are to install and fit these prior to any commencement.

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CONTRACTORS OBLIGATION AGREEMENT continued

6 GENERAL

a. Non-Waiver

No indulgence which any party may give to the other party in terms of this Agreement shall constitute a waiver by the former of any of its rights under this Agreement.

b. Variation

No agreement varying, adding to, deleting from or cancelling this agreement and no waiver of any right under this Agreement, shall be effective, unless reduced to writing and signed by or on behalf of the parties.

c. Obligations of Homeowners

It is the duty of the homeowner to ensure that his building Contractor is made aware of these rules of conduct and complies therewith. In this regard, the rules of conduct will form part of any building contract concludes in respect of any property on the Estate. Failure by any Contractor, sub-Contractor or supplier to comply with these rules will result in the charging of a penalty as laid down, and/ or suspension of building activities and/ or denied access to the Estate for Contractors, sub-Contractors or suppliers or their laborer's.

d. The Homeowner and Contractor shall abide by the provisions of the National Building Regulation as well as the Municipal Regulations and By Laws

SIGNED (HOMEOWNER)_____(CONTRACTOR)_____DATE_____

Signed at_____on the_____day of_____20_____

As Witnesses:

1._____

2._____

For: BOGMORE HOA

Signed at_____on the_____day of_____20_____

As Witnesses:

1._____

2._____

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CONTRACTORS OBLIGATION AGREEMENT continued

CONTRACTOR

I,_____, the appointed Contractor of the above mentioned property, do hereby acknowledge that I have read the terms and conditions of the above Agreement and understand the Contractors Obligations.

Signed at_____on the_____day of_____20_____

As Witnesses:

1._____

2._____ _____

HOMEOWNER

I,_____the registered homeowner acknowledge receipt of the Caledon Estate Architectural Code.

Signed at_____on the_____day of_____20_____

_____

HOMEOWNER

SITE HANDOVER CRITERIA CALEDON ESTATE

HOMEOWNER:

Name:_____

Contact number/ s: _____

Erf/ plot number: _____

Date build start: _____

Estimate completion date: _____

BUILDER:

Name of company:_____

Name of Contractor:_____

Contact number: _____

Registration number:_____

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CONTRACTORS OBLIGATION AGREEMENT continued

BHOA requires the following documentation to be submitted and procedures followed prior to a site being handed over for construction.

Please note that once the documents have been submitted and payments made, at least 2 working days' notice is required to schedule the anticipated site handover.

1. Certificate of Site Handover – all documents submitted in line with the BEHOA Contractor agreement ☐
2. A copy of the Contractor's public liability insurance certificate ☐
3. Proof of residence registration certificate with NHBRC ☐
4. Building Contractor's NHBRC registration certificate (Check expiry date) ☐
5. Early Commencement letter from Local Authority ☐
6. Approval letter and signed authorized building plans from Local Authority ☐
7. Site establishment plan (site camp, toilet, refuse area, storage of materials, etc.) ☐
8. Beacon certificate – Not older than 3 months ☐
9. Are there any servitudes on site ☐
10. A copy of Storm water Management Plan (by Engineer) ☐