

SMALL-SCALE HOME MAINTENANCE ONLY

**BUILDING AND GARDEN CONTRACTOR
ACTIVITY**

AND

**CODE OF CONDUCT
REGULATIONS**

VERSION 1.1

(ADDENDUM A1b TO A_ARCHITECTURAL AND LANDSCAPING REGULATIONS)

EFFECTIVE DATE: 25 OCTOBER 2019

THIS DOCUMENT MUST FORM PART OF ANY SMALL-SCALE HOME MAINTENANCE CONTRACT. IT MUST BE SIGNED BY THE HOMEOWNER OR HOMEOWNER'S REPRESENTATIVES AND MAIN CONTRACTORS AND A COPY LODGED WITH THE ESTATE MANAGER BEFORE ANY BUILDING MAINTENANCE ACTIVITY MAY COMMENCE.

DOCUMENT CONTROL

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REQUESTED BY	Bergendal Homeowners Association
DOCUMENT AUTHOR/S:	Tom Stewart, Sue Freeman
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4 February 2019	Tom Stewart	V1.0	Adapted from Contractor & Code of Conduct Regulations V1.2 for small home maintenance contracts
20 October 2019	Sue Freeman	V1.1	Align to Consolidated Rulebook for Owners, Residents and Third Parties by making this document Addendum A1b.

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1. ABOUT THIS DOCUMENT

This document is Addendum A1b to the A_Architectural and Landscaping Regulations and should be read in conjunction therewith.

This is a cut-down version of Addendum A1a that applies to all building activity (whether new builds or additions) and it contains only the regulations that apply to small-scale home maintenance, and not building activity.

2. IMPERATIVES

At all times the Homeowner is, and remains ultimately responsible for the actions of any of his agents, contractors and subcontractors who may be appointed by him or his agents.

3. SUMMARY OF REGULATIONS

- The HOA may suspend home maintenance activity. (Clause 1 – Undesirable Conduct)
- Working hours are restricted. (Clause 2 – Working Hours)
- Contractor's wages must be paid outside of and away from Berg en Dal Estate. (Clause 3 – Pay Days)
- The Berg en Dal access procedures must be adhered to. (Clause 4 – Entry and Exit)
- Home maintenance activities must be confined to the site. (Clause 5 – Encroachment)
- Toilet facilities must be provided. (Clause 6 – Toilet Facilities)
- The contractor shall install a water meter on site. (Clause 7 – Water Meter)
- Rubbish and rubble must be removed regularly and no fires are permitted. (Clause 8 – Disposal of Rubbish)
- Deliveries from suppliers must be scheduled during working hours only. (Clause 9 – Deliveries)
- Speed limits of 20kph must be adhered to. (Clause 10 – Speed Limits)
- Noise must be kept to a minimum. (Clause 11 – Noise)
- Owners and contractors are responsible for damage. (Clause 12 – Damage)
- Contractors must comply with legislated requirements. (Clause 13 – Site Safety)
- Owners and contractors undertake to comply with these regulations. (Clause 14 – Undertaking)

4. INTRODUCTION

The Berg-en-Dal Estate Home owners association (hereinafter referred to as HOA), the legally constituted representative of owners at Berg-en-Dal Estate has adopted certain rules relating to building and gardening contractor activity on the Estate. This document sets out the rules as well as the HOA's expectations of home maintenance or gardening contractor's standards of behaviour when working on the Estate. The primary intention of the provisions hereunder is to ensure that all

home maintenance or gardening activity at Berg-en-Dal occurs with the least disruption to owners and residents. In the event of any uncertainty, owners and/or their contractors should contact the HOA.

The conditions governing home maintenance and gardening activity, which are set out in this document are rules adopted by the HOA and are therefore binding on all owners. Furthermore, all owners are obliged to ensure that their home maintenance and gardening contractors and/or sub-contractors are made aware of the conditions and comply strictly with them. Owners are therefore required to include the conditions in their entirety in any home maintenance or gardening contract concluded in respect of property on the Estate. The HOA has the right to suspend any home maintenance or gardening activity in contravention of any of the conditions and the HOA accepts no liability whatsoever for any losses sustained by an owner as a result thereof.

The main contractor is responsible for the activities of all his sub-contractors and suppliers (**including health and safety**). To this end he is expected to have competent supervision on site at all times with sufficient authority to control the activities of all his employees and those of his sub-contractors and suppliers and in particular the manner in which deliveries are made on site.

Where sub-contractors are appointed by the owner, the owner must assume this responsibility and must ensure that each sub-contractor arranges for appropriate supervision on site.

If there is no main contractor, the owner shall assume all the responsibilities of a main contractor as outlined in this document.

Although the HOA will generally act in accordance with the provisions of this document, some latitude will be exercised in circumstances where its provisions prove impractical or where special circumstances exist. Any concessions so made will in no way form a precedent and will not detract from the validity of these regulations.

5. GENERAL

5.1 VEHICLE CONDITION

Any vehicles that are clearly in such poor state of repair that they are not fit for purpose, or those seen to be leaking oil, will not be permitted to enter the Estate. In the event that oil spills do occur, such spillage must be immediately and properly removed to the satisfaction of Estate Management.

5.2 CLEANING

Liquids arising from washing of equipment, solvents, paints and any similar materials must not enter any storm water system or be handled in such a way that they might enter any storm water system or flow onto an adjoining property. Hose or other cleaning of ready-mix concrete hoppers on site is explicitly prohibited.

The Estate is substantially underlain by clay soils that are not absorbent and can result in significant run off in heavy rains. Care must be taken to ensure that when earthworks are undertaken, consideration is given to controlling and/or directing run off so that it does not flow onto other properties and cause damage.

6. REGULATIONS AND CODE OF CONDUCT

In the following text, where terms such as acceptable, suitable, adequate, appropriate, etc. are used, the HOA shall be the sole arbitrator as to what is suitable, adequate, appropriate, etc. Where specifics are mentioned, such specifics shall not affect the generality of the content.

6.1 CLAUSE 1 – UNDESIRABLE CONDUCT

This includes the breaching of any of the rules within this agreement, the Architectural and Landscaping Regulations, or the general rules of the estate.

Should the HOA be dissatisfied with the conduct of any contractor, sub-contractor or supplier, the HOA may take such action as it deems necessary to stop such conduct and/or suspend home maintenance or gardening activity until such undesirable conduct ceases.

The process to be followed for any undesirable conduct is:

1. First warning will be verbal warning by the Estate Manager. The problem must be rectified within 1 working day
2. Second warning will be a written warning via email or hand delivered to owner and main contractor. The problem must be rectified within 1 working day
3. Third warning will be from the HOA Board with a penalty as per Addendum E to the Consolidated Rulebook – Maximum Penalties and Fines. The problem must be rectified within 1 working day.
4. The HOA will appoint a contractor to rectify the problem if it has not been done after all warnings within 3 working days. The cost to do so will be added to the owner's monthly statement for payment.

6.2 CLAUSE 2 – WORKING HOURS

Contractors are permitted on the Estate only from 07h45 to 18h00 on weekdays and from 08h00 to 13h00 on Saturdays. Noisy activity on Saturdays should be restricted to the absolute minimum. No contractor activity is permitted on the Estate on Saturday afternoons, on Sundays and on Public Holidays. This also includes all noise intrusive activity such as lawn mowing, strimming, angle grinding and the like. Under special circumstances these hours may be extended by the HOA but only with written support from site neighbours.

6.3 CLAUSE 3 – PAY DAYS

Contractors are expressly forbidden to pay wages to their employees on site or in the environs of Berg en Dal Estate.

6.4 CLAUSE 4 – ENTRY AND EXIT

The current Berg en Dal Access Procedures must be adhered to by the contractor and their workers on entry and exit. These are included in Addendum B of the consolidated "Rulebook for Owners, Residents and Third Parties". These may be accessed online via the Berg en Dal website www.bergendalestate.co.za under [Rules and Policies](#) or a copy may be obtained from the Estate Manager.

Other than for the purpose of registration, workers on foot will not be permitted to enter or exit the Estate, such as going shopping or for any other reason, except in an emergency. No workers will be permitted on any part of the Estate or private land other than that on which they are authorised to work. Drivers of vehicles are responsible and accountable for the activities and behaviour of all occupants of the vehicle.

6.5 **CLAUSE 5 – ENCROACHMENT**

Unless written permission to encroach onto adjacent erven has been obtained on the prescribed form (attached) from the owner(s) and lodged with the HOA, access to or through adjacent erven is not allowed.

6.6 **CLAUSE 6 – TOILET FACILITIES**

Toilet facilities to be provided by homeowner.

Any person performing the calls of nature other than in the toilets will be escorted from the Estate and not permitted to re-enter.

6.7 **CLAUSE 7 – WATER METER**

The contractor shall install a water meter on site.

6.8 **CLAUSE 8 – DISPOSAL OF RUBBISH**

Fires are not permitted under any circumstances.

Rubbish and rubble to be cleared regularly.

6.9 **CLAUSE 9 – DELIVERIES**

Deliveries from suppliers must be scheduled during working hours only (see Clause 2 – Working Hours). Deliveries will not be allowed at any other times.

6.10 **CLAUSE 10 – SPEED LIMITS**

Only licensed drivers are permitted to drive vehicles on the Estate. The driver of any vehicle considered by an appointed official of the HOA to be exceeding the speed limit of 20 kph will be stopped and warned. A subsequent transgression by the same driver will result in the driver being denied access to the Estate.

6.11 **CLAUSE 11 – NOISE**

All noise on site must be kept to a minimum. Where objections to excessive noise are lodged by nearby residents the HOA will inform the owner and he/she or the building contractor must take appropriate action.

6.12 **CLAUSE 12 – DAMAGE**

Owners and their contractors shall be responsible for any damage caused by them or their agents on the Estate including, but not limited to, damage to kerbs, verges, plants on the sidewalks, common areas and private property.

6.13 CLAUSE 13 – SITE SAFETY AND PRESENTATION

Owners and contractors are responsible for ensuring that all legislation requirements are complied with.

6.14 CLAUSE 14 – UNDERTAKING

By their signatures hereto, owners and contractors acknowledge that they understand the content of this document and agree to be bound by its provisions and by those additions and/or amendments to its provisions which may be introduced from time to time which shall have been brought to their attention in writing. They further agree to accept full responsibility for the failure of all and any sub-contractors to adhere to the terms of this agreement.

7. SIGNATURES OF AGREEMENT

ERF Number: _____

OWNER*

Signature: _____

Date: _____

Owner Name: _____

MAIN CONTRACTOR/ PROJECT MANAGER

Signature: _____

Date: _____

Contractor Name: _____

Note: * If the maintenance of the site(s) is being undertaken by appointed representatives of owners, acceptable authority for those representatives to act on the owners' behalf must be attached to this document.