



**BUILDERS CODE OF
CONDUCT
MARCH 2016**

SHILOH COFFEE ESTATE

BUILDING CONTRACTORS RULES AND REGULATIONS

A. STANDARD CODE OF CONDUCT FOR ALL CONTRACTORS AND OWNERS

1. INTRODUCTION

The primary intention of the provisions hereunder is to ensure that all building activity occurs with the least possible disruption to owners and residents and on the environment.

2. LEGAL STATUS

The conditions governing building activity, as set out in this document, are rules adopted by the developers and are therefore binding on all owners, their contractors and sub-contractors. Furthermore, all owners are therefore obliged to ensure that their contractors and sub-contractors are made aware of these 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 within the reserve and all contracts shall be required to be submitted to the reserve management for prior approval.

The Developer has the right to suspend any building activity in contravention of any of the conditions herein, including the design guidelines and the developers accept no liability whatsoever for any losses sustained by an owner as a result hereof.

3. BUILDING CONTRACTOR AGREEMENT

No contractor is permitted onto the estate unless he has concluded a contractor's agreement with the developers and paid the required deposit, which may be varied from time to time.

The Developer, his appointed representative, or the estate manager (if appointed) or the registered architect shall jointly be responsible for monitoring the adherence to these conditions and the design guidelines as set out from time to time.

4. BUILDING CONTRACTOR ACTIVITY

Building contractor activity will only be permitted between the hours of 6hr00 to 18hr00. No contractor activity is permitted on Saturdays and Sundays or public holidays without the express permission of the reserve manager. Specific application for a waiver of these conditions must be submitted to the manager and adjacent neighbours, 7 days prior to the proposed period of work.

At all times when no construction is taking place, only one watchman will be allowed on the site. Such representative must display the appropriate identification card obtainable from the estate manager. The safety of the ID card is the sole responsibility of the contractor and any loss thereof will incur a penalty.

All workers of contractors and sub-contractors must enter the reserve in an approved vehicle with a temporary access token or alternatively obtain a casual employee's ID card at the security gate by lodging a valid ID document which will be returned to the worker on the return of the reserved ID card each day.

The contractor will provide facilities for rubbish and rubble disposal and ensure that their employees use such facilities. All rubbish and rubble shall be removed from the estate by the contractor weekly. No rubbish or rubble shall be buried or burnt on site.

No heavy or reticulated trucks allowed on site.

No concrete or other building materials may be mixed on the ground.

No materials shall be offloaded by a supplier into roadways. All materials shall be off-loaded on a site or onto the designated yard area of the receiving contractor. Likewise the contractor may not move rubbish onto roadways or verges.

The area of the building site will be demarcated by Hessian or such other material approved by the developers and no workers employed on the building site are permitted to leave that demarcated area.

The contractor shall provide portable toilet facilities for the use of workers. No pit toilets will be permitted. All toilet facilities will be maintained in a sanitary and healthy condition.

Contractor's building boards may only be erected with the approval of the estate manager and subject to his specifications. All boards as erected shall be removed from the site on completion of construction.

The owner and the contractor shall be jointly liable for any damage to kerbs, plants, roadways, and private property. Such damage shall be rectified to the satisfaction of the estate manager or his representative to the cost of the contractor and owner.

Should the developer have any concerns about the conduct or performance of a contractor or sub-contractor or their employees, the matter shall be referred to the estate architect whose ruling in this regard shall be final.

The developer or SCHOA reserve the right to amend any of these rules at any time under advise from the project manager. Any changes to the foregoing shall be circularised to all owners, active contractors and newly appointed contractors and sub-contractors, in writing within 7 (seven) days of a change having been approved.

Any reference to the developer in this document shall be deemed to be a reference to the Shiloh Coffee Homeowners Association (SCHOA) upon expiry of the development period. Should any stipulation herein be contradictory to the Articles of Association of SCHOA the latter shall prevail.

SIGNED

OWNER AT..... ON.....

SIGN ERF NO.....

CONTRACTOR AT.....ON.....

AUTHORISED SIGNATORY.....