



**KYALAMI GLEN ESTATE
RULES OF CONDUCT FOR CONTRACTORS, PROJECT MANAGERS, SUB-
CONTRACTORS AND SUPPLIERS OPERATING WITHIN KYALAMI GLEN
ESTATE**

1. OBLIGATIONS OF HOMEOWNERS

- 1.1. The Homeowners (“hereinafter referred to as the owner”) shall ensure that his service provider is acquainted with these rules of conduct and Environmental Management Plan that are binding and enforceable against the owner and his appointed service provider.
- 1.2. The owner shall ensure that these rules and Environmental Management Plan forms part of any service agreement concluded by the owner with the nominated service provider in respect of services to be carried out in the property situated at the Estate.
- 1.3. The owner shall ensure that his service provider appointed to carry-out work at the Estate is registered with the Kyalami Glen Estate Homeowners Association (herein after referred to as the Estate) and such registration is to effected by filling out the attached application form annexed hereto marked “A”, and the said application submitted to the Estate manager. Only service providers registered with the Estate as stated above shall be allowed access for carrying out services.
- 1.4. The owner carrying-out building and development services listed in Paragraph two hereunder, at the property situated in the Estate is also required to abide by the rules and Environmental Management Plan stipulated herein and shall be bound by the terms and conditions contained herein insofar as it is necessary and for the purpose of interpretation of the rules shall also be referred to as the service provider.

- 1.5. The owner shall on site prior to any construction and/or building activities deliver to the Kyalami Glen Homeowners Association a copy of the approved building plans received from the Town Council.

2. SERVICE PROVIDER

The service provider and the owner carrying out development and building services in the Estate are hereby defined in the rules to include the following:

- 2.1. Building contractor;
- 2.2. Project manager;
- 2.3. Any other contractor or sub contractor;
- 2.4. Developers;

The said definition of service provider is not exhaustive and where the interpretation of the paragraph warrants, shall also include employee, agent, casual worker and sub-contractor (" hereinafter referred to as the staff compliment") of the said service provider. The definition shall further cover any other designated service provider that might be appointed for carrying out development and building services in the Estate.

3. SITE ACCESS AND EGRESS

- 3.1. The service provider shall adhere to and co-operate with the security measures and procedures implemented by the Estate.
- 3.2. The service provider appointed shall not be allowed access to the Estate for the purpose of carrying-out services on the property/ ies situated in the Estate or any other purpose unless he is in possession of a valid access card and / or his staff compliment in possession of a valid identification card issued by the Estate Manager.
- 3.3. The service provider, with the exclusion of the service provider attending to the deliveries of material and equipment in the Estate, shall be allowed entry to the Estate during weekdays (Monday to Friday) from 07h00 and shall vacate the Estate before 17h00. The service provider attending to the deliveries of material and equipment shall be allowed access to the Estate for affecting such deliveries between 07h00 and 16h00 only on weekdays. There will be no services to be carried out by the service provider in the Estate outside the regulated time stated herein. A penalty fee of R 500 will be enforced against any owner and / or service provider who transgress the provisions of these rules. Should a service provider require access to the Estate after the regulated times specified in 3.3 above, a request must be made in writing to the Estate Manager for the Kyalami Glen Homeowner Association

- 3.4. The service provider shall not remain in the Estate after the regulated times mentioned above. Should an owner and service provider require procuring private security (i.e. guard on site) after the regulated hours mentioned above, such services shall only be procured from the Estate appointed security entity.
- 3.5. The agreement in regard to the above mentioned service would be concluded between the owner, service provider and the said security entity on the terms favourable to the parties and taking into account the security measures imposed by the Estate from time to time.
- 3.6. The service provider shall not carry out services during the builders holiday period. The Estate shall determine the period from time to time. On determination of the said period the Estate shall notify the owners and service provider timeously.
- 3.7. The service provider attending to the delivery of equipment and material in the Estate shall be denied access if the said vehicle used has a mass load exceeding 8 tons per axle and/or in the event that the vehicle exceeds 17m in length.
- 3.8. All vehicles entering or leaving the Estate may be subject to a search by the Estate manager, security manager or appointed security personnel.
- 3.9. The point of access and egress for the service provider is through the main gate situated at the corner of Kyalami Main & Allandale Road. All major delivery vehicles i.e. articulated vehicles shall use the entrance situated at the left side of the entrance situated at the left side of the entrance in the main gate.

4. IDENTIFICATION CARDS FOR STAFF COMPLIMENTS

- 4.1. The service provider shall expressly be responsible for all activities carried out in the Estate.
- 4.2. The service provider shall apply preferably prior to commencing with services on the property in the Estate to the Estate Manager for the identification cards to be issued by the Estate at the costs of R 80,00 per card of his designated personnel (staff compliment) that will be carrying out services in the Estate. The said cards shall be issued on completion of the relevant forms issued by the Estate and on payment of the said prescribed fee to the Kyalami Glen Estate Home Owners Association. To be renewed quarterly.
- 4.3. The staff complement of the service provider shall at all times be required to possess his ID card whilst he is in the Estate premises. Any service provider or his staff wishing to enter the Estate, for the carrying out of services, without the

ID card or permit referred to in paragraph 2 above shall be denied access to the Estate.

- 4.4. All staff members that have lost their ID card to the Estate shall through the service provider of the owner pay the replacement fee set by the Estate manager from time to time. The fee is presently set at R 80.00 for the ID cards.
- 4.5. Once on site the service provider and his staff complement is not permitted to walk around the Estate. The service provider and staff complement shall not be allowed during the work period in the Estate to walk to any spaza/ kiosk/ shop situated within the boundaries of the Estate. A fine of R 100 shall be imposed to those who will transgress the provisions of this rule, and will be removed from site with immediate effect.
- 4.6. The service provider and his staff compliment shall only be permitted to enter or exit the Estate through the designated points at the entrance, and only by being transported by a vehicle of the service provider.

5. ACCESS CARDS: SERVICE PROVIDERS

- 5.1. The service provider shall expressly be responsible for all activities carried out in the Estate.
- 5.2. The service provider shall apply to the Estate Manager for the access cards issued by the Estate at the costs of R 200.00 per card. The said cards shall be issued on completion of the relevant forms issued by the Estate and on payment of the said prescribed fee to the Kyalami Glen Estate Home Owners Association.
- 5.3. The service provider shall be required to possess his access card whilst he is in the Estate premises. Any service provider wishing to enter the Estate for the carrying out of services, with out the access card or permit referred to in paragraph 2 above shall be denied access to the Estate.
- 5.4. The service provider that has lost his access card to the Estate shall pay the replacement fee set by the Estate manager from time to time. The fee is presently set at R 200.00 for the access cards.
- 5.5. Once on site the service provider is not permitted to walk around the Estate. The service provider shall not be allowed during the work period in the Estate to walk to any spaza/ kiosk/ shop situated within the boundaries of the Estate. A fine of R 100 shall be imposed to those who will transgress the provisions of this rule, and will be removed from site with immediate effect.

- 5.6. The service provider shall only be permitted to enter or exit the Estate through the designated points at the entrance and only by means of a vehicle.

6. DISCIPLINE

- 6.1. The owners and the service provider appointed shall be responsible for the discipline of the service provider's staff compliment and ensure that the said staff compliment adhere to the rules and security measures imposed from time to time by the Estate during their activities within the Estate.
- 6.2. The staff compliment of the service provider shall be transported by vehicles to and from their place of work within the Estate by the service providers or designated personnel. The staff compliment who is working on more than one site and who has to move between different sites in the Estate shall only do so by means of a vehicle provided.
- 6.3. The service provider shall ensure that there is adequate protection available for all vehicles accessing the Estate and using hydraulic wheels i.e. cranes.
- 6.4. Any employment dispute between the owner, service provider and his staff complement shall be settled outside the boundaries of the Estate.
- 6.5. Should any service provider be found:
 - 6.5.1 disturbing any animal or bird life in the Estate;
 - 6.5.2 removing any building material or any property either than the building rubble or refuse from the Estate without the required authorization from owner or possessor of the material or property;
 - 6.5.3 committing a crime or suspected to have committed a crime.
 - 6.5.4 carrying a firearm on the Estate, and /or being in possession of a firearm or any other dangerous weapon. The said person shall be expelled and refused access to the Estate pending the determination of his case by relevant state authority and the Estate.
- 6.6. The property owner will be held responsible for any damages caused to the Estate property by his service provider and his staff compliment. This includes damages to roads, kerbs, plants, irrigation systems and damage to any private property. The owner shall be required to effect payment for whatever repairs to be done in order to repair the damaged property. The amount to be paid shall be determined by the Estate and the payment will be settled within 5 days to the Estate after the said determination. If the party who breached this rule fails to remedy the defect as mentioned above, the Estate shall reserve a right to

enforce its rights in law and can in so doing also deny access to the Estate to the defaulting party.

- 6.7. The Estate shall quantify the nature, extent and costs of repairing the damages caused. The Estate shall further identify the defaulting party and the method used in causing such damages.
- 6.8. The Property owners, service providers and all service provider staff compliments working on the site must at all times adhere to the rules and regulations set out in the Environmental Management Plan (EMP) approved for the Estate, a copy of which is attached hereto marked "B" and forms an integral part of this document.

7. HOUSEKEEPING

- 7.1. The site is to be kept as clean as possible and general cleaning and housekeeping practice must take place during building operations.
- 7.2. No building related activity might encroach onto adjacent stands and park land. Any service provider transgressing this rule is subject to a R 2 000.00 fine to be imposed by the Estate. The said penalty is to be paid within 5 days after it has been imposed.
- 7.3. There shall be no concrete, cement or any such material mixed or prepared by the service provider on any of the roadways or pathways.
- 7.4. The materials that are to be off loaded on site by the service provider may not encroach into an adjacent site, parks, roadways and pathways unless permission has been obtained from the lawful owner of the site and the Estate in respect of the parks, roadways and pathways. The service provider shall be responsible for the removal of any sand, cement or rubble that may be washed or blown onto the road, pavement and adjacent site during building operations. Transgression to this rule will result in a fine of R 200.00 to be payable to the Estate within 5 days after it has been imposed.
- 7.5. Where delivery of the material by the service providers is impossible due to the location of the stand, the service provider shall ensure that the said material is transported and put on site by means of alternative transport.
- 7.6. The service provider shall provide adequate facilities for the disposal of refuse and building rubble and further ensure that his workers utilize these facilities. The use of a waste/ refuse bin (210 liter drum) or skip bin on every building site is mandatory. No rubbish may be burnt or buried underground on site. No form of paper, plastic bags, empty food or beverage containers, cement bags, tile off cuts, ceiling boards, roof tiles, rubble or the like are to be left laying around

on any building site, adjoining property, open space, parklands, roads or sidewalks.

- 7.7. The service provider will ensure that the parkland, storm water system, roadways and pavements at this building site are at all times kept clean and tidy.
- 7.8. The pollution and contamination of the groundwater and run off water in the Estate is of particular concern. The service provider shall ensure that special care is taken in the handling, disposal and cleaning up operations on site. Particular care on site should be taken on use of paint, tile grout, tile adhesive, cement, rhinolite, chemicals, oil, fuel, etc. Transgressions will result in a fine of R 200.00 together with payment of costs for the rehabilitation of the polluted area. The said fine shall be payable within 5 days after it has been imposed.
- 7.9. No fires may be made on the Estate and any transgressor to this rule will be liable to pay a fine of R 1 000.00 within 5 days after it has been imposed.
- 7.10. The service provider shall during the building operations in the Estate provide a chemical toilet facility for use of the workers on site. No other toilet facility will be acceptable. The service provider shall ensure that toilet structures and changing facilities are suitably screened from the public view. An enclosure of a minimum of 1.6 meter high above NGL around the ablution area is required and should be big enough to allow workers to change and wash inside the enclosure. If there is no toilet and no water connection on the Estate, construction work and access to the mentioned site shall **not be permitted** by the Estate (“the said penalty is referred to herein as zero tolerance”). The Estate Manager may inspect the toilet at any time and deny access should be granted by all service providers and their staff compliments if these rules are not adhere to.
- 7.11. The notice board for service providers and consultants to be erected on site shall be 1.2 x 800 meters. The stand number must be displayed on the building site and failure to comply with the mentioned rule will result in a fine of R 150 per week and the said fine is to be paid within 5 days after it has been imposed. Builders board should be arranged with Annette Pullen (Annette.pullen@sabreal.co.za)
- 7.12. The final site inspection and certification by Estate shall only be concluded once the site has been cleared of all building rubble, surplus materials and vegetation has been re-instated to the satisfaction of the Estate.

8. GENERAL

- 8.1. The speed limit within the Estate is 20 kph. Transgression of road signs, speed limit, and / or reckless driving will not be accepted within the Estate. Due care must be taken that no road/s are blocked during loading or off-loading of material and equipment at any building sites. Those who transgress this rule will be liable to pay a fine of R 250.00 and such fine is to be paid within 5 days after it has been imposed.
- 8.2. No domestic animals belonging to the service provider or his staff compliment shall be permitted onto the Estate.
- 8.3. Noise reduction is essential within the Estate and will be regulated by the Estate. The Estate through its law enforcement agency has the right to limit all unnecessary noise by service providers and his staff compliment. Talking loudly, shouting, whistling, radios, hooters and revving of motors might cause the noise.
- 8.4. The service provider shall be expected to conduct their operation in a reasonable and co-operative manner. Should the Estate have any concerns with regard to the service provider manner of carrying out of business or any of his staff complement the Estate may rectify as deemed necessary such concern and/ or reserve the right to suspend the building activity indefinitely or until such undesirable conduct has been rectified, which it may do by notifying the owner of such decision.
- 8.5. Electrical power needs for construction work on building sites are to be provided only by means of:
 - 8.5.1. Portable electrical generators.
 - 8.5.2. Approved electrical connections from the electricity box designated for that property to a temporary distribution box (DB) obviously complying with the applicable safety regulations imposed by the applicable laws. All temporary DB's used must be equipped with an earth leakage and plug points where electrical power tools or extension leads can be plugged into.
- 8.6. No direct connections to the electricity box designated for that property through extension leads or power tools will be allowed. Relevant authority or its agents will only do approved electrical connections.

9. BUILDING DEVELOPMENT DEPOSIT

9. A refundable deposit (as determined by the Estate) shall be paid by the applicant or owner on submission of the building plans to Estate Architectural Review Committee to cover the costs of rehabilitating public sidewalks, road, open spaces, parklands and adjoining erven. The said deposit shall also cover cost caused by non compliance with the building plans and regulations where the building contractor fails to:

9.1.1. Replant of grass or trees damaged through building activities.

9.1.2. Removal of rubble or rubbish left on the sidewalks or adjoining erven.

9.1.3. Repairs to any damaged street fixture, streetlights, litterbins, benches, etc.

9.1.4. Repairs to any damaged electrical and telephone boxes or any manhole covers.

9.1.5. Repairs to any damaged kerbs or storm water drains on the street side.

9.1.6. Repairs to any damaged paving and concrete split on paved surfaces cleaned up properly.

9.1.7. Repairs to water irrigation pipes or sprinklers damaged.

9.1.8. Repairs to any cable or pipes damaged during any excavation activities.

9.1.9. Complete building in accordance with the approved building plans

9.1.10. Plaster and paint boundary walls both sides.

9.1.11. Conceal all plumbing pipes exposed from the building.

9.1.12. Remove all signboards.

9.2 The owner shall ensure that building operations in his site are organised in order to minimize the unsightly dumping of materials in the public view. The development deposit or unutilised portion thereof will be refunded to the owner or applicant on request to the Estate after the completion of the building construction and when not retained to cover the costs of items mentioned above. The said deposit shall also not be released until the Estate has confirmed that the house was built in accordance with the plans approved by the Estate Architectural Review Committee.

9.3 The payment of the development deposit will remain the responsibility of the owner and failure to effect such payment will lead to the suspension of the building activities on site by the Estate.

9.4 The development deposit shall not be deposited and invested on behalf of the owner in an interest bearing account with financial institutions.

10. DISCLAIMER

The Estate (as an association incorporated in terms of section 21) and its members accepts no liability of whatsoever nature arising from any damages and losses sustained as a result of the suspension of the building activity caused by the contravention of the rules embodied herein. The service provider and owner shall have no claim against the Estate and its members for the damages and losses sustained, arising from the penalties imposed by the Estate as a result of breach of the provisions of these rules.

11. INSURANCE AND STATUTORY REQUIREMENTS

The service provider shall ensure that they comply with all the statutory and regulatory requirements imposed in their industry by the local authority, national and provincial government, private institutions such as BIFSA and NHBRC.

The service provider shall further ensure that he takes out the necessary insurance cover from insurance institutions that is relevant to the activities to be carried out on site. The service provider shall ensure that he complies with all the employment laws applicable to his industry. All owners must therefore ensure that their service providers comply with the above requirement.

12. ACKNOWLEDGEMENT

The service provider and owner hereby declare that they understand the contents of the rules and confirm that they are bound by the terms and conditions contained herein. The service provider and the owner further undertake to enforce the said rules to other third parties who will carry out work at the Estate through them.

The service providers and owner further undertake to comply with any other rules and regulations to be imposed by the Estate from time to time. The service provider shall provide his particulars by completing an application form to be provided by the Estate prior to the commencement of work. If any of the particulars provided changes the service provider shall notify the Estate accordingly by completing another form.

The Estate reserves a right to unilaterally amend these rules from time to time when it becomes necessary to do so.

13. LEGAL STATUS, PENALTIES AND FINES

Failure by the service provider to comply with these rules will result in the enforcement of the penalties, fines and suspension as stipulated in the rules.

The Estate shall enforce the penalties, fines and suspension imposed as a result of the contravention of the Rules. These rules supercede and substitute any or all previous rules enacted by the Estate for the conduct of the building activities in the Estate.

Any fine imposed will be payable to the Kyalami Glen Homeowners Association within 5 working days at the Estate Manager's Office. If the fine is not be paid within the prescribed period, building operations will be suspended until such time as payment has been made.

PENALTIES AND FINES

TRANSGRESSION PENALTIES / FINES

Development deposit not paid Zero tolerance

Contractors application for registration not submitted R 500

Building commenced without Kyalami Glen Homeowners Association/

Municipal approval Zero tolerance

Contractors board exceeds permissible size R 150

Building deviates from approved plans Forfeit development deposit

Illegal Eskom /Water connection Report to authorities

No toilet on site / no screen around toilet/ change area Zero tolerance

No stand number board on site / Contractors board exceeds permissible size R 150

Parkland not barricaded /dumping on parkland R 2 000.00

No bin /skip on site – cleanliness on road/ pathway/ pollution R 200 per incident

Water, mud, cement spilling on road/ pathway/ pollution R 200 per incident

Damage done to plants, GPO, electric box, road furniture At cost + 50% admin

Dumping of rubble on sidewalk / adjacent property R 200

Boundary wall not plastered and painted - Forfeit development deposit

Unsafe building site Zero tolerance

Fire made on Estate R 1000

Lack of discipline with labour force R 200 per labourer

Labourer walking around on Estate R 100 per labourer

Color of walls unacceptable Forfeit development deposit

External plumbing exposed (upper floor) - Forfeit development deposit

Speeding, ignoring stop street, reckless driving, unlicensed vehicle R 250

Non compliance with Estate access and egress - Zero Tolerance

Contractors egress in respect of time restrictions - R 200 per labourer

Contractor entry of regulated building times - R 500

Annexure "A"

**SERVICE PROVIDER ACCREDITATION AND REGISTRATION
FORM**

1. SERVICE PROVIDER DETAILS

Company Name _____

Trade _____

Contact Person _____ Tel: _____

List Building Sites _____

Address PO Box _____

Fax _____ E-mail: _____

Work Compliment Figure _____

I hereby certify that all the information provided herein is complete and correct. I further certify that I have read and understand the entire contents of the Rules of Conduct for contractors, project managers, owners builders, sub-contractors and suppliers operating in Kyalami Glen Estate and that I and all staff or subcontractors employed/ used by me will abide by these rules. I further testify that I am empowered to sign this document on behalf of the company I represent and accept and endorse the acknowledgement.

I the undersigned confirm that the applicant is aware of the existence of rules made by the directors of the Kyalami Glen Estate in terms of the statutes and articles of association of the Kyalami Glen Estate. The applicant or any of its employees, contractors, officers, associates or assigns undertakes to familiarize themselves fully with such rules and specifically agree to be bound by such rules and enforcement procedures as if the applicant is a member and/ or shareholder of the Kyalami Glen Estate.

The Kyalami Glen Estate reserves its right to withdraw for good reason any accreditation granted to the applicant particularly if the applicant or any of its employees, contractors, officers, associates or assigns fails or refuses to comply with the aforesaid rules or fails or refuses to subject themselves to the said enforcement.

Full Name: _____ **ID No:** _____

Signature: _____ **Date:** _____