



BUILDING CODE OF CONDUCT (Annexure “E”)

(Revision 2023)

1. Introduction

This code is applicable to all members who undertake building work in the Estate, in the interest of safety, security, the avoidance of health risk incidents as well for the protection of the premises and the other erven in the Hemel & Aarde Estate development. Emphasis is placed on health & safety, security and procedures for the prevention of accidents.

2. Definitions, Interpretations and Delegations

In this building code of conduct, unless inconsistent with or otherwise indicated by the context the following meanings will apply:

- 2.1 **“owner”** means the registered owner of an Erf in the Hemel & Aarde Estate in Hermanus or his/her duly authorized agent;
- 2.2 **“the Association”** means the Hemel & Aarde Estate Home Owners’ Association;
- 2.3 **“building works”** means the erection of, alterations, renovations, demolition, dismantling or addition to a dwelling or any outbuildings including boundary walls on the property of a member and shall include the delivery of any materials required for such building works and/or all and or any earthworks in connection therewith, and excludes minor building works;
- 2.4 **“minor building works”** means general repair and maintenance such as paintwork, solar installations, water tanks, plumbing and electrical work;
- 2.5 **“member”** means a member of the Association as defined in the constitution of the Association;
- 2.6 **“contractor”** means a building contractor employed by an owner for the completion of the building works;
- 2.7 **“building team”** means any employees of an owner, a contractor and/or his employees, a sub contractor, the employees of such sub contractor and any professional appointees of the owner, employed or appointed by an owner for purposes of building works;
- 2.8 **“the premises”** means all and/or any property within the Hemel & Aarde Estate registered in the name of Hemel & Aarde Estate (Pty) Ltd or in the name of the Association;
- 2.9 **“the Estate”** means the Hemel & Aarde Estate
- 2.10 **“the Code”** means this building code of conduct;
- 2.11 **“Board of Trustees”** means the committee elected in terms of the constitution of the Association;
- 2.12 **“the Manager”** means the person appointed and employed by the Association as Estate Manager, Operations Manager, or the official delegated to execute certain duties.



3. LIABILITY FOR DAMAGE TO PROPERTY OR INJURY TO PERSONS

- 3.1 The owner shall be liable for all and/or damages whatsoever caused during the execution of building works to the premises by him and/or his building team and/or delivery vehicles associated with the building works of such owner and/or all damages as a result of death or any injury to any person caused during the execution of the aforesaid building works by the aforesaid persons;
- 3.2 Any damage caused to the premises in terms of clause 3.1 above shall be repaired at the instance of the Association who shall be entitled to claim all costs of repairs from the owner concerned;
- 3.3 The owner referred to in clause 3.1 above indemnifies the Association against all and/or any claims whatsoever instituted against the Association in connection with or as a result of building works of such owner referred to in clause 3.1 above;
- 3.4 Any damage caused to the property of another member by another owner and/or his building team, shall be a matter between such other member and the owner.

4. DEPOSIT

- 4.1 Each owner shall prior to the commencement of any building works by such owner pay a deposit of R 5 000,00 to the Association which deposit the Association may apply in whole or in part in meeting any payment due by the owner in terms of this code. Wherever during the execution of the building works the deposit is so applied in whole or in part, the owner shall on demand reinstate the deposit to its original amount;
- 4.2 As soon as the obligations of the owner in terms of his code have been discarded following the completion of the building works, the Association shall refund to the owner so much of the deposit as has not been applied and/or utilized in terms of this code;
- 4.3 The owner will be responsible for any damage caused to the premises by a contractor executing building works on the owner's property.

5. ENTERING THE ESTATE

- 5.1 An owner shall not commence building works on his property prior to him:
 - 5.1.1 paying the deposit referred to in clause 4.1;
 - 5.1.2 signing and agreeing to the terms and conditions hereof;
 - 5.1.3 delivering to the Manager written confirmation by his contractor confirming that he has read this code and agrees to be bound thereto.
- 5.2 A contractor will not commence with the execution of building works before reporting to the Manager and supplying him with a complete list of all employees, sub contractors and/or appointees who will acquire access to the Estate for purpose of execution of building works. Such contractor will be furnished with a copy of



this code and the Conduct Rules of the Estate.

6. BUILDING HOURS

- 6.1 Subject to the provisions contained in clause 6.2 below contractors shall only be allowed to work from Mondays to Fridays (excluding Public Holidays) during the hours 07h30 – 17h30;
- 6.2 No building activities will be allowed during the period 20th December to 5th January the following year.

7. SAFETY REGULATIONS COMPLIANCE

- 7.1 All building works undertaken in the Estate will be, inter alia, governed by the National Building Regulations and Building Standards Act, Act 103 of 1977; the Occupational Health and Safety Act 85 of 1993 and the Regulations in terms of the aforesaid legislation.
- 7.2 It shall be the responsibility of an owner to ensure that his building team complies in full with all safety regulations pertaining to the building works in terms of the aforesaid and other relevant legislation.

8. SUB CONTRACTORS

- 8.1 The provisions of the code apply *mutatis mutandis* to all sub contractors and suppliers of building material;
- 8.2 It shall be the responsibility of the contractor to ensure that such sub contractors and/or suppliers are issued with copies of this code of conduct as well as the House Rules of the Estate.

9. VEHICLES

- 9.1 Drivers of vehicles shall be obliged to drive carefully and obey the speed limit (30km/h) as well as all traffic rules and road signs;
- 9.2 Inter-link trucks, horse and trailer trucks and/or trucks longer than 7,5 meters are not permitted to enter the premises of the Estate. Contractors shall be obliged to use smaller trucks for the delivery of building materials to the building sites;
- 9.3 No vehicles shall be parked or driven on road verges or footpaths. Vehicles may however be parked during the execution of building works on the road verge or footpath on the street frontage of a building site. The owner of the building site shall be obliged to repair all and/or any damage caused to the road verge or footpath at the building site in the aforementioned regard;
- 9.4 Owners and/or their building teams shall ensure that all vehicles, including delivery vehicles, used in connection with building works do not spill or leak oil, diesel or brake fluid on roads, road verges or foot paths;
- 9.5 The security personnel appointed by the Association shall be entitled to search all



and/or any vehicles used in connection with building works when such vehicles enter or leave the Hemel & Aarde Estate.

10 ESTATE PROPERTY

- 10.1 No equipment, tools, electricity plugs and water connections belonging to the Hemel & Aarde Estate may be used by the owner and/or their building team during execution of the building works;
- 10.2 Members of building teams shall be obliged to report any damage to roads, road verges, open space, footpaths, cables, pipes, irrigation systems, landscaping and other fixtures or services to the Manager without delay.

11. ENTERING UNAUTHORISED AREAS

- 11.1 Members of building teams are restricted to the contractor's building site and no such person/s shall be allowed to sit, walk, or wander about in the Estate. The aforesaid restrictions shall not prohibit members of building teams who are involved in building works on more than one building site within the Estate to walk directly from one such building site to such other building site in the Estate;
- 11.2 If any member of a building team is found outside the contractors building site the Manager may, in addition to the provisions contained in clause 15 below, issue a verbal warning to such person/s. Should such person/s not adhere to the verbal warning and again be found outside the building site, such person/s may in the sole and entire discretion of the Manager be ordered to leave the Estate and be denied any further access thereto.
- 11.3 Members of building teams shall not be allowed to enter and/or leave the Estate other than in vehicles.

12 VERBAL ABUSE

Verbal or physical abuse towards any member or employee of the Association on the Estate shall not be tolerated and all owners shall ensure that any person who might be guilty of such conduct shall be removed from the Estate forthwith.

13 FIRES

Members of building teams shall not be allowed to make any fire anywhere on the Estate.

14 SITE CLEANING

- 14.1 An owner shall maintain his building site in a clean, neat and tidy condition;
- 14.2 To ensure compliance with the above, the Manager will be entitled to inspect building sites on a daily basis.
- 14.3 An owner shall be responsible to ensure that all scrap and building rubble



- originating from the building works be removed from the building site to a suitable dump outside the Estate.
- 14.4 Should an owner fail to comply with these obligations in terms of this clause 14 the Association shall be entitled to remove such scrap and/or building rubble from the building site. Such owner shall be liable for the costs incurred by the Association in the aforesaid regard.

15 PENALTIES

- 15.1 Should an owner, and/or any member of his building team fail to comply with the terms and conditions of this code:
- 15.1.1 A written warning may be given by the Manager or his appointee in the first instance which warning shall state, inter alia, a period in which such failure has to be remedied;
- 15.1.2 If the failure is not remedied within the period relevant in terms of the written warning referred to in clause 15.1.1 above, the Board of Trustees will be entitled to impose a fine on the owner concerned.
- 15.2 If the written warning referred to clause 15.1.1 above is ignored or if adequate arrangements are not made timeously to rectify such failure, the building works may, in the entire and sole discretion of the Board of Trustees, may be suspended.

16. GENERAL

The owner/contractor shall:

- 16.1 comply with the Conduct Rules of the Estate;
- 16.2 report any theft, accident or unusual occurrence to the Manager without delay;
- 16.3 report any fire, gas or acid spillage to the Manager;
- 16.4 not erect any signage without first obtaining the prior written authorization from the Manager;
- 16.5 not install any DSTV/telephone piping from the house on his building site to the junction box without prior consultation with the Manager;
- 16.6 erect a chemical toilet on his building site in a discreet position and shall ensure that it is cleaned regularly and at all times kept in a hygienic condition;
- 16.7 ensure that all water, electricity, and sewerage connections are approved by the Local Authority.
- 16.8 Ensure, if so required by the Board of Trustees, that all members of building teams comply with any security/identification procedures and processes as determined by the Board of Trustees from time to time.



17 **CONTACT DETAILS OF MANAGER**

Manager - (028) 316 2691 (work)

Agreed to and accepted in respect of the building works to be executed on:

Erf # _____ Hemel & Aarde Estate.

OWNER

CONTRACTOR

DATE