



**SERENGETI ESTATES**  
FORGED BY NATURE

**CONTRACTORS CODE OF CONDUCT**

January 2011 – Revision 6

---

Policy

**CONTENT**

1. Introduction 3
2. Definitions 4
3. Conditions regarding owners responsibility 7
4. Conditions applicable to owner builders 8
5. Conditions regarding contractor activity 9
6. Conditions of accreditation of contractors 10
7. Procedure for site handover and to commence with construction 11
8. Issuing of occupancy certificate 13
9. Security and access conditions 14
10. Site and operational procedures 17
11. General conditions 19
12. Environmental conditions 20
13. Supervision 21
14. Legal Status 22

**Annexures**

Annexure A: Checklist for Site Handover

B: Building Board

C: Site Handover Certificate

D: Checklist before Building Commencement

E: Detail of the Protection of Kerbs and Walkways during construction of dwellings

## CONTRACTORS CODE OF CONDUCT

### 1. INTRODUCTION

- 1.1. The purpose of these Guidelines and Rules is to ensure that all building activities within **Serengeti Golf and Wildlife Estate**, hereinafter also referred to as **Serengeti** or **Estate**, occur with the least possible disruption to the residents, the natural beauty and vegetation within the Estate. The document must be read in conjunction with the Estate's Rules & Regulations. In the event of any uncertainty, residents and/or their contractors must contact the Serengeti Property Owners' Association ("SPOA") or the Serengeti Design Review Committee ("SDRC").
- 1.2. All contractors working at Serengeti must sign acceptance of this protocol prior to any work commencing on site. This code also applies and covers all subcontractors working under a main contractor on any site within the boundaries of the estate.
- 1.3. Access to the Estate will be strictly controlled at all times both for vehicular and pedestrian traffic. Control will be exercised in terms of the prevailing Access / Security & Fines protocols, as adopted and amended from time to time and enforced by the SPOA.
- 1.4. The conditions governing building activity which is set out in this document are rules adopted by the SPOA and are therefore binding on all owners of property within the estate, residents, their contractors and sub-contractors. Furthermore, all residents are obliged to ensure that their contractors and sub-contractors are made aware of the 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 in the Estate, and all such contracts may be required to be submitted to the SPOA for prior approval.
- 1.5. The SPOA has the right to suspend any building activity in contravention of any of the conditions and the SPOA accepts no liability whatsoever for any losses sustained by an Owner as a result thereof.

### 2. DEFINITIONS

**2.1. Serengeti Golf & Wildlife Estate**  
"Also means Serengeti and Estate"

**2.2. Serengeti Property Owners Association - SPOA**

SERENGETI GOLF AND WILDLIFE PROPERTY OWNERS ASSOCIATION  
(Association incorporated in terms of section 21 of the Companies Act (Act 61 of 1973)) - Reg No. 2007/013033/08.

The main object of the Association is:

"To promote, advance and protect the communal interests of the owners and occupiers of the properties comprised in the development known as SERENGETI GOLF AND WILDLIFE ESTATE situate on VARIOUS EXTENSIONS OF WITFONTEIN TOWNSHIP and in particular in promoting such communal interest to provide and maintain internal, essential and community services, particularly

## Policy

roads and storm water drainage, as well as amenities, street lighting, communications and IT services and systems, parks, infra-structure, any buildings or property owned by the SPOA, security, access and activities within any property situated in or administered by the Association."

### 2.3. **Serengeti Design Review Committee - SDRC**

Constituted by resolution of the SPOA

The main object of the SDRC is:

"To function as a design review committee considering the architectural and landscaping plans submitted to them by owners or their authorised agent with the view of approving plans & specifications for building after assessing such plans in terms of the Architectural & Landscaping Guidelines. Plans can be approved; conditions of approval can be laid down or referred back for amendment if such plans do not comply with the guidelines."

### 2.4. **Owner**

"Means a registered owner of a stand in the Estate or designated Director / Trustee in the event of ownership vesting in a non-natural entity"

### 2.5. **Building Contractor**

"Means a contractor, directly appointed by owner or his representative as main contractor on any specific part of a building contract"

### 2.6. **Specialist Contractor**

"Means a contractor, appointed for specialist work separate from the main Building Contractor on any specific part of a building contract such as pool construction, landscaping, etc"

### 2.7. **Contractor**

"Means a contractor and includes Building Contractor with appointed Sub-Contractors and Specialist Contractor appointed on any specific part of a building contract"

### 2.8. **Contractors Yard**

"Means the Building Contractors Yard located at the designated area"

### 2.9. **Contractors Access**

"Means the designated access for all Contractors leading through the security access gates at the central Contractors Yard"

### 2.10. **Security & Access Protocol**

"Means the Serengeti & Access Protocol as set out in the document arranging procedures of access to the estate for all, owners, residents, residents staff, contractors, sub-contractors and visitors to Serengeti as well as arranging security measures in the estate "

## Policy

**2.11. Security Office**

“Means the Security Centre within the Estate Management Offices located at the Southern Gatehouse”

**2.12. Fines Protocol**

“Means the policy determining actions and fines for transgressing conditions of contract / accreditation / rules & regulations.”

**2.13. Environmental Management Plan - EMP**

“Means the latest revision of the Environmental Management Plan as approved by the Gauteng Department of Agriculture, Conservation and Environment a copy of which is available from the SPOA”

**2.14. Environmental Control Officer - ECO**

“Means the designated person overseeing the EMP.”

**2.15. Skills Training Levy - SDL**

“Means a compulsory levy payable by a Contractor to the Section 21 company responsible for skills training at the African Kingdom Training Centre”

**2.16. African Kingdom Training Centre - AKTC**

“Means the Section 21 company responsible for the training of students, overseeing their curriculum, their practical training and their placement for practical training with Contractors” in the estate.

**2.17. Principle Agent**

“Means the person or entity appointed by the owner to act on the owners’ behalf.” The principle agent will oversee the building construction activities, issue instructions, receive notices etc. All notices and instructions so given or received from the principle agent will be binding on the owner.

**2.18. Estate Manager**

“Appointed by the SPOA and responsible for the general management of the Estate, acting with a mandate as their authorised representative.”

**2.19. Owner Builder**

“Means an Owner who takes the responsibility of building his own house using individual contractors, provided that he has appointed a principle agent as defined in clause 2.16, who meets the requirements of clause 4.2.”

**3. CONDITIONS REGARDING OWNERS RESPONSIBILITY**

The Owner hereby agrees and undertakes:-

## Policy

- 3.1. To submit the building plans, specifications and finishes, and site development plan in the first instance, as well as the scrutiny fee determined from time to time, to the SPOA for its written approval in accordance with the architectural guidelines, and thereafter the local or any other competent authority for its approval;
- 3.2. Not to commence with any work whatsoever on the property until such time as the approvals, contemplated in sub clause 3.1 have been obtained and the site has been handed over by the SPOA;
- 3.3. To procure the completion of the dwelling house and outbuildings on the property within 15 (fifteen) months of the date of commencement of building; failing which a penalty will be added to the monthly levy to the amount of R10,000.00 (TEN THOUSAND RAND) per month until such time as the SPOA has issued the Occupation Certificate;
- 3.4. That the conditions of these clauses will mutatis mutandis apply in respect of any further alterations, additions, walls, fencing, exterior lighting, façade treatments, signage etc which the Owner may wish to erect on the property.
- 3.5. That all construction is to comply with the Housing Consumers Protection Measures Act (No. 95 of 1998) and such conditions as the National Home Builders' Regulatory Council imposes in respect of the property or construction thereon;
- 3.6. To ensure that the contractor/s employed by the Owner signs and complies with all the conditions of the Contractors' Code of Conduct;
- 3.7. That any breach by the Owner's contractor of its obligations in terms of the Contractors' Code of Conduct is and remains the responsibility of the Owner, and will be regarded as a breach by the Owner;
- 3.8. That the Owner shall not be entitled to take physical occupation of the dwelling before an occupation certificate has been issued by the SPOA;
- 3.9. The SPOA reserves the right to not allow occupation of any house/structure if the provisions of any of the clauses of this document have not fully been adhered to.

#### 4. CONDITIONS APPLICABLE TO OWNER BUILDERS

The Serengeti Property Owners Association is responsible to protect the integrity of the estate and the other home owners from "building projects gone wrong" therefore, the Owner Builder, in addition to all other conditions and provisions hereby agrees and undertakes:-

- 4.1. That an Owner Builder will only be allowed to build on a property owned on the following conditions;
- 4.2. An owner who intends to act as Owner Builder must make application to the SPOA to be approved as owner builder providing the SPOA with the details as required in the "Application to be Accredited as an Owner Builder", which include:
  - 4.2.1. Owners Name
  - 4.2.2. Accredited Architect
  - 4.2.3. Project Manager/Principal Agent

## Policy

- 4.2.4. Engineer
- 4.2.5. Stand Number
- 4.3. The Owner Builder must ensure that any contractor to be used to conduct any form of building activity on the Property complies with the following criteria, namely:
  - 4.3.1. To ensure that in the absence of a main contractor, all contractors / sub – contractors will need to sign the Contractors Code of Conduct.
  - 4.3.2. The Owner Builder must be in possession of an approved Health & Safety Plan as required in terms of the Occupational Health & Safety Act (No 85 of 1993)
- 4.4. The Owner Builder assumes and accepts all conditions & responsibilities of the Contractor set out elsewhere in this document;
- 4.5. To contract the services of a registered professional to perform the duty of project management and act as principle agent on the contract. This could be a project manager / construction project manager or an architect with the ability to perform the service / duties. The SPOA will; accept any of the following the registered professional's, namely:
  - 4.5.1. Architect (Arch);
  - 4.5.2. Quantity Surveyor (QS);
  - 4.5.3. Engineer (Eng);
  - 4.5.4. Project Manager (CPM).
- 4.6. The Owner Builder will not be required to contribute to the Skills Training Levy to the African Kingdom Training Centre.

**5. CONDITIONS REGARDING CONTRACTOR ACTIVITY.**

The Owner must ensure that the contractor to be used by the Owner to conduct any form of building activity on the Property complies with the following criteria, namely:-

- 5.1. The building contractor responsible for the construction of the home on the Property, has to be registered with the National Home Builders Registration Council;
- 5.2. All contractors have to be registered and accredited by the SPOA by the submission of "Application to be Accredited as an Building Contractor";
- 5.3. All contractors must be in possession of an approved Health & Safety Plan as required in terms of the Occupational Health & Safety Act (No 85 of 1993)
- 5.4. All specialist contractors, whose appointment is not a sub-contract to the main Building Contractor, such as a pool contractor, landscaping contractor, etc must be registered and accredited by the SPOA by the submission of "Application to be Accredited as a Specialist Contractor"; and
- 5.5. The Owner / Contractor will not be allowed to carry on any building works on the Property unless he / she are in possession of all the abovementioned registration certificates / documentation.

## 6. CONDITIONS OF ACCREDITATION OF CONTRACTORS

The SPOA will register a contractor subject to:-

- 6.1. Receipt of an “Application to be Accredited as a Building Contractor” for accreditation and submission of all the required documentation which includes, but not necessarily limited to:
  - 6.1.1. Schedule A: Business Owners
  - 6.1.2. Schedule B: Management Personnel
  - 6.1.3. Schedule C: Similar Project Experience
  - 6.1.4. Schedule D: Terminations
  - 6.1.5. Schedule E: Legal Proceedings
  - 6.1.6. Schedule F: Safety Record
  - 6.1.7. Schedule G: Skills Transfer Compliance Record
  - 6.1.8. Schedule H: Project Reference
  - 6.1.9. Schedule I: Credit References
  - 6.1.10. Schedule J: Estate Project Record
  - 6.1.11. Schedule K: Revenue Under Contract
  - 6.1.12. Schedule L: Capacity of Company
  - 6.1.13. Annexure A: Resume of Owners and Management Personnel.  
All registrations/membership and affiliation details (Ex Master Builders Association. NHBRC registration number and number of units per annum registered for.
  - 6.1.14. Annexure B: Portfolio and marketing brochure.
- 6.2. Completion of an evaluation process by the SPOA of the information supplied by the applicant. The decision of the SPOA is final and the SPOA is not compelled to provide reasons for a decision taken on matters of accreditation.
- 6.3. The registration certificate issued by the SPOA accrediting a contractor will only be valid for a period of 12 (twelve) months after the issuing of such certificate and the Owner and Contractor will therefore have to apply for such accreditation / registration certificate on a yearly basis.
- 6.4. The SPOA shall be entitled to refuse re-registration or terminate accreditation of any contractor, should the standard of work and adherence to the Architectural Guidelines and / or security rules and management and control of the employees of the building contractor or of any of its sub-contractors, not be to the satisfaction of the SPOA, in its sole and absolute discretion.
- 6.5. Building Contractors are required to pay a Skills Training Levy to the African Kingdom Training Centre as required in terms of the condition contained in the ROD dealing with social responsibility. The Skills Development Levy with responsibilities, participation programmes and benefits to the contractors set out in a document available from the SPOA.
- 6.6. This document (Contractors Code of Conduct) with all supplements / addendums / is fully understood and the Contractor and Owner undertake to comply with all clauses in addition to any further controls which may be instituted by the SPOA from time to time in the form of a written notification, and to ensure compliance by any sub-contractors employed by the contractor.

## 7. PROCEDURE FOR SITE HANDOVER AND TO COMMENCE WITH CONSTRUCTION



## Policy

The following procedure must be followed for Site Handover and before Construction may commence:-

- 7.1. The owner, or his principle agent, must give the Serengeti Estate Manager at least 14 day written notice of his request for Site Handover. This must be done at the office of the SPOA. Initial access to the site will be given by SPOA for purposes of preparing the site for construction such as surveying the site, open services connections, exposing and identifying corner beacons, fence it off. etc.
- 7.2. The pre conditions for the “Checklist for Site Handover” (See Annexure A) need to be met before the Site Handover can take place and the application needs to be completed and submitted. Contractors / Professional boards shall be erected on the day of site hand-over in accordance with the standard signage board. The Board can only be ordered through the SPOA on date of notification of the site hand-over meeting and on receipt of payment for the costs thereof as per schedule of fees. The board must be clearly visible from the street and must be neatly maintained throughout the construction period. **No sub-contractors boards or advertising of any nature whatsoever are allowed.** All boards must be removed after completion of construction.(See Annexure B for an example of the Contractors / Professional Board)
- 7.3. The following must be met for the Site Handover meeting:
  - 7.3.1. all working plans including building, storm water management and landscaping must be approved by SDRC and the local authority;
  - 7.3.2. the corner beacons must be opened for inspection and be protected throughout the construction period.
  - 7.3.3. the footprint and actual house position, as well as the driveway and cadastral boundary must be clearly marked out on site to be inspected at the site handover;
  - 7.3.4. all services must be clearly identified;
  - 7.3.5. in the event that the access traverse a completed cart part / walk way, the required protection will be installed prior to site hand over - details available from the offices of the Estate Manager;
  - 7.3.6. all relevant municipal connections such as electrical, water and sewer connections must be completed by the relevant authorities; and
  - 7.3.7. toilet connected to the sewer/chemical toilet for use by construction workers must be on site.
  - 7.3.8. the site must be screened off on all fronts with a 1.8m high green shade cloth (80%) and wire fence (such as bonnox) with an access gate that can be locked. The fence may be erected 1.5m outside the cadastral boundaries of the property, and in particular may not encroach onto the pavement area on the street boundary. This fence must be maintained in a neat and tidy manner throughout the construction period.

**Note: No exception will be allowed for the screening off on the site, if boundary walls will be erected as the first construction, the screening can be removed as the construction commences.**
- 7.4. Once the conditions have been met as described in 7.3 a Site Handover Certificate will be issued by the SPOA. (See Annexure C)

## Policy

- 7.5. The owner, or his principle agent, must give the Serengeti Estate Manager at least 14 day written notice of his intention to Commence with Construction. A before Building Commencement meeting will be scheduled by the Serengeti Estate Manager subject to the pre conditions in the Checklist before Building Commencement being met. An appointment to be booked with the SPOA (See Annexure D)
- 7.6. The location of the driveway, as indicated on the site plan, must be clearly marked and this will be the only access onto the site. The site must be fenced off as per 7.3.8 above where no permanent boundary walls exist. This site must be kept closed after hours.
- 7.7. In the event of the site bordering onto any open space, which includes wetlands, conservation areas, the golf course, parks, landscaped streetscapes, etc, special care must be taken to not cause any damage to or to encroach into these areas. The shade cloth fence must installed in such a way that it will serve as a silt trap to protect these areas. The fence shall be neatly maintained for the duration of the project.
- 7.8. The Owner of the stand undertakes to pay a building deposit in the sum of R7 000 (SEVEN THOUSAND RAND) which is payable in advance to the SPOA before construction commences or the site being handed over. This amount will be held free of interest by the SPOA. This deposit will be used to remove any rubble or make good any damage caused by the Owner's builder, for example kerbing, landscaping or any other common property damaged during the construction period.
- 7.9. The building deposit shall be released subject to the submission to the SPOA, the local authority a certificate of occupation and shall only be refunded within 14 days once the SPOA occupation certificate has been issued by the SPOA, stating that there was no breach or non-performance to remove builder's rubble or any damage caused by the contractor, sub-contractors or suppliers.
- 7.10. In the event where a house is occupied and the deposit relates to renovations, additions, or other works on site, the deposit will be released after inspection of the completed works by the SPOA stating that there was no breach or nonperformance to remove builder's rubble or any damage caused by the contractor, sub-contractors or suppliers.

## 8. ISSUING OF OCCUPANCY CERTIFICATE

An Owner shall not be entitled to take physical occupation of the dwelling before an occupation certificate has been issued by the SPOA. The SPOA will issue an occupancy certificate subject to:

- 8.1. The Principle Agent/ Owner is required to submit his/her "as built drawings" (electronic and hard copy format) to SDRC as well as copies of all compliance certificates such as occupation certificate issued by the local authority, glazing, structural, roof etc. before an SPOA occupation certificate will be issued.
- 8.2. The SPOA must be satisfied that the works on the property has been completed in accordance with the approved building plans and landscaping plans by the SDRC. Landscaping includes the planting of grass and compulsory elements as indicated on the landscaping plans and the installation of the required irrigation on the pavement as per the approved Landscaping Plan.

## Policy

- 8.3. The Principle Agent / Project Manager / Owner / Contractor must notify the SPOA when the works are ready for the installation of the driveway between the kerb line and the property boundary. The SPOA will be responsible, weather permitting, to commence with site works within 14 days of receiving such notification and payment for the works as per the fee schedule.

## 9. SECURITY AND ACCESS CONDITIONS

In addition to the conditions set out in the Security & Access Protocol, the following conditions must be adhered to:

- 9.1. The contractors/sub-contractors/ suppliers must comply with the security regulations as amended from time to time and more fully set out in the Security & Access Protocol. These rules include the policy in terms of which all staff must be transported to and from site and may not walk between sites or to and from the security access points.
- 9.2. All contractors, sub-contractors and their workers must enter the Estate through the designated entrance, whether arriving in vehicles or on foot, and must strictly adhere to the Security & Access Protocol in force at the time.
- 9.3. All construction related traffic (vehicular and/or pedestrian) shall go through the Contractors Yard located on the Southern side of the estate off the R23 for security controlled access to the Estate. No access (this includes all contractors / vehicles with access passes) will be permitted at the northern entrance.
- 9.4. Contractors / sub-contractors will only be given access to the site by prior arrangement by the main contractor / owner builder and fall under the same protocol mentioned above. All such contractors and workers will be required to wear ID (visual) at all times and be in possession of their access disc / cards.
- 9.5. All suppliers shall be escorted to and from site by the owner builder / site agent / contractor's agent / foreman who will remain responsible for any contravention of the SPOA rules during the delivery process. These should be scheduled after the morning access (after 07h30) of normal working staff so as not to congest the gates.
- 9.6. All applications for access are to be channelled through the main contractor / owner builder and all related Estate fines will be sent to the main contractor / owner builder for any of their sub-contractors.
- 9.7. Vehicles using the internal road system will be limited to the following
- 9.7.1. **Articulated Trucks.** No Articulated Trucks will be allowed on the Estate unless approved by the SPOA.
- 9.7.2. **6 x 4 Mixers**
- 9.7.2.1. Maximum volume 6m<sup>3</sup>
- 9.7.2.2. Permissible Front Axle Mass 7,500 kg
- 9.7.2.3. Permissible Rear Axle Mass 20,000 kg
- 9.7.2.4. **Note: The kerb/cart path protection need to be installed for Mixers to gain access to the erven.**

### 9.7.3. 6 x 4 Tippers

## Policy

- 9.7.3.1. Maximum volume 12m<sup>3</sup>
- 9.7.3.2. Overall Length (OL) 7,800 m
- 9.7.3.3. Turning Radius (TR) 7,800 m
- 9.7.3.4. **Note: The kerb/cart path protection need to be installed for Tippers to gain access to the erven.**

9.7.4. **6 x 4 Freight Carrier (F/C)**

- 9.7.4.1. Overall Length (OL) including Moffat 12,5 m
- 9.7.4.2. Overall Length (OL) including Crane 12,5 m
- 9.7.4.3. **Note: No access to erven is permitted for F/C's and they may not drive off the tarred road. If Stabilizers is used for cranes to off load material, the stabilizers base plate must rest on a "wooden sleeper" of not less than (L)750mm x (W)240mm x (T)120mm**

9.7.5. It is compulsory to construct the protection of kerbs and walkways/cart paths, as indicated in Annexure E, at all access points to the dwellings for the delivery of building material by the vehicles as indicated in 9.7 of the Contractors Code of Conduct, and need to be maintained throughout the construction phase.

9.7.6. **Note: The SPOA will in no way be liable for claims emanating form possible double handling of materials.**

- 9.8. All construction machines and delivery vehicles may only enter a site on the approved access point
- 9.9. No excessive parking of vehicles will be permitted on the roads and no parking on vegetation / landscaped areas, grassed sidewalks will be allowed. Vehicles are not to obstruct traffic nor damage vegetation. Damage to any vegetation or infrastructure will be dealt with in term of the Fines Protocol.
- 9.10. The maximum speed within the Estate is limited to 40km/h within residential cells and 60km/h on the Serengeti Boulevard. Speed trapping will be undertaken from time to time to calm traffic and perpetrators will be fined in accordance with the Security's Fines Policy
- 9.11. All main contractor/sub-contractor/supplier's workers must be enrolled with the Security Office. A valid Identification Document will be required and a Serengeti Access Permit will be issued subject to all conditions contained in the Security & Access Protocol.
- 9.12. The contractor's labourers must wear overalls or shirts with the name of the contracting company visibly displayed on it. The choice of colours must be agreed to with the SPOA before any work commences.
- 9.13. Labourers found not wearing the above dress will be removed from site by the Estate Security Personnel.
- 9.14. Labour must be employees of the contractor and only under limited circumstances will casual labour be allowed on site. This shall be at the sole discretion of the SPOA. Casual labourers must lodge a valid identity document at the construction site access control and enrolment office which will be exchanged for an employee casual ID token. The casual ID token must be returned for receiving the valid identity submitted.

## Policy

- 9.15. All contractors may only access and exit via the Contractor's Gate all contraventions in this regard be able to result in the suspension of the contractor's access approval and the issue of a fine.
- 9.16. All Access Discs / I.D. cards will be renewed every 12 months and a fee per disc must be paid to renew the data base.
- 9.17. No contractor personnel will be allowed to roam the Estate by foot or remain in the Estate outside of "public time" hours. No staff will be permitted access beyond the site footprint area and all movement to and from the site must be by vehicle. All workmen found beyond the demarcated area of your operation will be removed from site.
- 9.18. The employee I.D. card must be displayed at all times while in the Estate. Non compliance can result in security action.
- 9.19. The Owner of the stand guarantees and undertakes to ensure that the contractor registers all the contractor's personnel and labourers with the Estate security, which will include the completion of any documents, the giving of all registration and identification numbers and the payment of all registration fees, as approved by the SPOA from time to time.
- 9.20. Should the SPOA have any concern with the conduct of the contractor and/or sub-contractor, the SPOA may rectify as deemed necessary and/or reserve the right to suspend building activity until such undesirable conduct is rectified, which it may do at any time and without notice, and without recourse from the Owner and/or contractor and/or sub-contractor.
- 9.21. No deliveries by suppliers will be accepted / allowed into the estate or in the contractor's yard in the absence of the Contractor / Owner Builder / Site Agent accepting such delivery.

## 10. SITE & OPERATIONAL PROCEDURES

The Contractor hereby agrees and undertakes:-

- 10.1. Contractor activity and/or delivery of material is only allowed during the following "public time" hours: **Mondays to Fridays - 06h30 to 17h30**
- 10.2. No after hour work will be permitted without SPOA's prior approval.
- 10.3. No night watchmen are permitted on any site.
- 10.4. No contractor activity and/or delivery of material is permitted on Saturdays, Sundays, public holidays and December builder's break, as these days are viewed as "private time".
- 10.5. Building Contractors will be allocated yard space in the Contractors Yard subject to availability. It is the intention to use the Contractors Yard as a "Temporary Holding Area" for material. Access to services such as sewer, electricity and water can not be provided at this stage. All deliveries / loads in excess of 20 ton will only be permitted access to the Contractors Yard. Contractors must make arrangement for transport of these loads to their respective sites by using vehicles with a load capacity as defined in para 9.7.

## Policy

- 10.6. No loitering of workers, parking of vehicles, dumping of rubble or storage of building material will be allowed outside of the screened area.
- 10.7. The builder's access on the stand must be maintained and kept dust free for the duration of the building process.
- 10.8. The site is to be kept as clean as possible of building rubble, with regular cleaning taking place during building operations. All hazardous waste must be removed from the Estate every day.
- 10.9. Where materials are off-loaded by a supplier encroaching onto the pavement or the roadway, these materials must be moved onto the site by the Contractor. No material must be allowed to remain on the roadway or pavement and it is the Contractors and Owners responsibility to clean the roadway of all such materials. The same applies to sand or rubble-washed or moved onto the road during building operations, this must be cleaned on a daily basis as spillages occur but before 18:00.
- 10.10. The Owner shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or Estate property. The building deposit will be used to make good any damage caused.
- 10.11. Storage and removal of site refuse, litter and rubbish must be very carefully controlled throughout the whole development. The Contractor shall provide a skip facility for rubbish disposal and ensure that the workers use the skip provided and that the rubbish is removed weekly and not burnt on site as the site is a smoke free zone. All refuse must be removed from site.
- 10.12. All builders' rubble shall be removed on a weekly basis. No builder's rubble shall be burnt or disposed of elsewhere on the Estate. The SPOA has negotiated a waste removal service, which includes the removal of building rubble; with a supplier at a fixed price for 2 removals per month and a price for add hoc removals. The contractor must enter into an agreement with the supplier and contact details can be obtained from the Estate Manager.
- 10.13. The contractor, sub-contractor may be denied access to the Estate, should the site not be kept clean to the satisfaction of the SPOA.
- 10.14. The contractor must take special care with the storage, handling and transport of all materials that could adversely affect the environment on the Estate. Any spillage of any materials on the Estate must be repaired and cleaned up. The necessary precautions to prevent pollutions, contamination or noise nuisance to adjoining areas must be taken at all times. Any contraventions will be dealt with as in accordance to the Estate rules.
- 10.15. The contractor shall provide chemical toilets (at a ratio of one toilet per 25 workers) and washing facilities for all his workers, properly screened, within the screened area, before any building activities commences.
- 10.16. Shade cloth must remain in place until the landscaper starts planting. The final planting of indigenous plants and shrubs are directed by the SDRC, to blend into the conservation of the Estate.
- 10.17. No fires for cooking or any other purposes will be permitted, and contractors shall

## Policy

ensure approved alternative meal arrangements are made.

- 10.18. No pets will be permitted on site.
- 10.19. No concrete, dagha, cement or such may be temporally stored, or mixed or prepared on any of the roadways, curbs and pavements.
- 10.20. Any incident that occurs must be reported immediately to the SPOA's at the 24 hour Service Centre. Incidents that must be reported is such as:-
  - 10.20.1. Security breach in terms of the Security and Access Protocol
  - 10.20.2. Damage to infrastructure (golf course, water meters, water pipes, road surface, signage, kerbs, boundary wall and fence, streetlights and furniture, etc.)
  - 10.20.3. Vehicle accidents
  - 10.20.4. Damage to the environment
  - 10.20.5. Breach of any of the Estate Rules, etc.

## 11. GENERAL CONDITIONS

The following conditions pertain directly to building sites should be specifically noted:

- 11.1. No trees shrubs or grass may be removed, disturbed or pruned without the full written permission of SPOA Estate Manager. Any breach will be treated as serious and a fine of R5000-00 for first offence and R10 000-00 for any other offence thereafter will be imposed.
- 11.2. All construction related work will visually impact upon the environment. Each contractor must, therefore take care to reduce this impact and avoid the emotional outcry that an irresponsible development would generate.
- 11.3. Regular inspections will be carried out during the building operations to ensure that there is no encroachment onto the surrounding areas. If any damage occurs to the natural vegetation without approval, it is to be reported to SPOA and repaired as soon as possible at the main contractor's expense and subject to penalties as set out in the SPOA rules and Fines Protocol.

## 12. ENVIRONMENTAL CONDITIONS

The careful implementation and management of activities on site, during the entire process of project construction and operation, is highly important.

- 12.1. The Owner and Contractors take note that the ECO has the authority to stop works during construction if in his opinion there is a serious threat to, or impact on the environment caused directly from the construction operations.
- 12.2. Upon failure by the contractor or his employees to show adequate consideration to the environmental aspects of the estate, the ECO may recommend to the SPOA to have the contractor's representative or any employee(s) removed from the site or work suspended until the matter is remedied.
- 12.3. Domestic/construction waste needs to be appropriately disposed of, as and when necessary.

## Policy

- 12.4. Sufficient chemical toilets need to be provided for workers, and emptied/serviced when necessary.
- 12.5. All workers and construction vehicles to please stay out of all "exclusion zones".
- 12.5. No hazardous chemicals or fuel to be stored on any of the stands.

## 13. SUPERVISION

- 13.1. SPOA reserves the right to inspect all sites at any time and the right to access may not be denied to an official of the SPOA or a representative such as security officials.
- 13.2. Inspections particularly prior to weekends and public holidays will be made to ensure that the sites are left in good order and that all safety precautions have been taken for the protection of visitors, human and animal.
- 13.3. Quality control will be the responsibility of the site professional team, but SPOA retains the right to ensure an overall standard is maintained in keeping with its project vision to develop Serengeti Golf & Wildlife Estate as premier residential estate.

## 14. LEGAL STATUS

- 14.1. The rules and regulations governing building activities as set out in this document are binding on all Owners, their contractors and sub-contractors. All Owners are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly adhered to.
- 14.2. Owners are accordingly required to include these rules in their entirety in any building and architectural contract. A signed copy of the Builders Code of Conduct with all addendums / annexure must be submitted to the SPOA prior to any commencement of any construction activity.
- 14.3. Neither the SDRC nor the SPOA shall not be liable for damage to any persons or association submitting any architectural plans for approval or to any owner of lands within the Estate by reason of any action, failure to act, approval, and disapproval, with regard to such architectural plans. Any person or association acquires the title to any property in the Estate or any persons or associations submitting plans to the SDRC for approval, by doing so agree that he or it will not bring action or suit to recover damages against the SPOA, its members as individuals, or its advisors, employees or agents.
- 14.4. The SDRC and the SPOA shall keep written record of all applications submitted for approval, all actions approved/denied and any other actions taken by it under provisions of this body. These records will be safeguarded for at least one year.
- 14.5. The SPOA reserves the right to suspend any building activity in contravention of any of the conditions and does not accept claims for any losses sustained by an Owner, contractor or sub-contractor as a result thereof.
- 14.6. All the regulations and guidelines contained in this document shall be a burden on the title to all the sites in the Estate.



Policy

Signed at .....on the ..... day of ..... 20...

Owner of stand:..... Contractor:.....

Witness:.....Witness:.....