



BUILDERS CODE OF CONDUCT

Agreement between
Welgelegen Homeowners Association ("WHOA")
represented by

and the building contractor ("Contractor")

and the registered owner ("Owner")

on erf: _____

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1. PREAMBLE

The purpose of this set of rules is to ensure a harmonious integration of residential living and building activities within WELGELEGEN, with minimal impact on the environment, residents, and others. WELGELEGEN is a secured residential estate and to maintain aesthetics, standards, general appearance, and security arrangements it is necessary that owners, builders, contractors, and their subcontractors adhere to the rules and regulations as determined by the WHOA from time to time.

Strict adherence to all aspects of the rules is always required and expected and, in all respects, penalties as specified in this document may be imposed by the WHOA in the event of non-compliance.

2. OBLIGATIONS OF OWNER, ARCHITECT AND CONTRACTOR

Owners, Architects and Contractors (including Subcontractors) are obliged to comply with the conditions imposed in the WHOA Guidelines for Residential Development and the Constitution of the WHOA, including conditions imposed by the Department of Environmental Affairs and Culture of the Western Cape Government and conditions imposed by the Local Authority in its approval.

3. CODE OF CONDUCT AGREEMENT

The Owner and Contractor, including sub-contractors, hereby undertake and bind themselves jointly and severally to compliance with the following obligations and agree that the WHOA, or their representative, is authorized to apply such measures as it may consider necessary to ensure such compliance.

4. QUALIFICATIONS OF CONTRACTORS

- 4.1. Only contractors who are registered with the NHBC will be allowed to build within WELGELEGEN. A copy of the House Enrolment certificate to accompany this Builders Code of Conduct, as well as plans approved by the Local Municipality and the WHOA are to be filed in **Estate Managers' ("EM")** office.
- 4.2. An owner builder who qualifies under 4.1 will be allowed to construct his own home but will be seen as a contractor during working hours and rules regarding contractors will have to be adhered to by the owner builder whilst daily construction takes place.

5. INDUCTION COURSE

- 5.1. The Contractor, his sub-contractor, and their employees, prior to the commencement of any work and/or installation of any equipment, fixtures and/or fittings of whatever nature on site, shall attend an Induction Course to familiarize such persons with the rules and regulations relating to the environment, access control, safety, traffic control and all other matters pertaining builders conduct in WELGELEGEN. Such courses will be held at regular intervals as required, at the instance of and upon notice by the WHOA. The initial cost of the Course shall be **R300 [Three Hundred Rand]**, subject to revision by the WHOA, and payable upon attendance

by the Contractor. Attendance of the Induction Course is compulsory, and non-attendance will debar such person from access to WELGELEGEN.

- 5.2. A site meeting between the contractor and representatives of WELGELEGEN must take place at least 1 week (seven days) prior to commencement of building.
- 5.3. Prior to commencement of works on site the Contractor shall provide proof to the satisfaction of the WHOA that he holds current and adequate insurance cover under a Builders All Risks policy in respect of his construction operations and the improvements on site, including SASRIA, MVA, Third Party Liability cover, and Public Liability cover of a minimum amount of R5,000,000 [FIVE MILLION RAND] per insured event.

6. BUILDING DEPOSIT and FEES

- 6.1. To cover expenses incurred in the rectification of damages to property (roads and kerbs) and non-compliance of WELGELEGEN rules and regulations, each Owner/Contractor will be required to pay a BUILDING DEPOSIT of **R40,000 (Forty Thousand Rand)** BEFORE ANY BUILDING OPERATIONS COMMENCE. The amount of **R20,000 (Twenty Thousand Rand)** of the total deposit is **NOT** refundable when construction is complete and the WHOA has signed the Certificate of approval.
- 6.2. The following costs (see Cost and Fines addendum) will be deducted from the remaining balance:
 - 6.2.1. The costs of damages and transgressions as determined by the WHOA. (See Schedule of Fines)
 - 6.2.2. The monthly inspection cost of the Environmental Controlling Officer (ECO). (See par 28 Schedule of Fees)
 - 6.2.3. A monthly building management fee (See Par 25 and par 28 Schedule of Fees)
- 6.3. The EM, WELGELEGEN **DESIGN REVIEW PANEL ("DRP")** and **ENVIRONMENTAL COMMITTEE ("EC")** will only approve the refund of the deposit remainder if all parties are satisfied with the rehabilitation of the erf and adjacent plots, as well as stormwater runoff management / erosion control, and landscaping of the actual building project.
- 6.4. The repairs to all road and/or kerb damage will be done by WHOA appointed contractors and is for the owner's expense. Contractors will NOT be permitted to undertake ANY road or kerb repairs. This is to ensure that all repairs will be to approved standards. Contractors are however obliged to clean roads of migrating silt, cement, etc. by means of high-pressure water cleaning, when instructed to do so by the Estate Manager.
- 6.5. Building Deposits are also payable for alterations to assist in paying for wear and tear and administration that are related to any building alterations.
 - **Major Alterations** (where municipal approvals are also required) will require the payment of a **Non-Refundable Building Fee of R7 500.**
 - **Minor Alterations** will require the payment of a **Non-Refundable Building Fee of R2 500**

7. FENCING, SCREENS, AND SIGNS

- 7.1. Prior to the commencement of building work a fence must be erected. This fence shall be erected along the entire perimeter of the erf, shall be new Forest Green 75% shade cloth, 1,8m high, poles the same height and with only one entrance, to be always kept tidy and secure. If the use of an adjacent erf is approved, the area in use on the adjacent erf must also be fenced (refer 10.1). Fence to be erected according to guideline as supplied by the EM.
- 7.2. The Contractor is required to conform to Health and Safety requirements in terms of the Occupational Health and Safety Act of 1993, (Construction Regulations 2003).
- 7.3. Fences and screens must be properly maintained to the satisfaction of the WHOA for the duration of the construction period and must be repaired/replaced when instructed to do so.
- 7.4. The contractor must display an approved builder's board (refer to Addendum G) on the site in a visible position for the duration of the construction period. No further signs of contractors, subcontractors, suppliers, finance companies or any other party may be erected on the site.
- 7.5. Builder's boards must be removed no later than one month after the construction has been completed.

8. RESPONSIBILITY

- 8.1. **Contractors are always responsible for their subcontractors and employees, guests, invitees, and agents while in WELGELEGEN.**
- 8.2. The contractor is responsible for any person making deliveries to WELGELEGEN. Any damage caused by his own employees, subcontractors or vehicles delivering materials to the erf will make him liable for any damage that may occur within WELGELEGEN. Any damage to WELGELEGEN including, but not limited to, damage to kerbs, roads, streetlights, distribution boxes, plants, irrigation and/or damage to private property in WELGELEGEN caused by the contractor, its sub-contractors, agents, employees, guests, or invitees, is the responsibility of the contractor. In addition, the contractor will be responsible for any damage caused to common areas in the immediate surroundings of his building project erf, to the extent determined by the Estate Manager in his sole and absolute discretion.

9. WATER AND ELECTRICITY METERS

- 9.1. Both electricity and a water meter, exclusively of a type and specification as directed by the WELGELEGEN, shall be installed by the owner / building contractor at his own cost.
- 9.2. The meter boxes shall be on the erf boundary at a position approved by the EM, and which shall not be less than 200mm above ground level and 1m from the vehicular entrance to the property, easily accessible to meter readers.
- 9.3. If a wall is built on the street boundary of the erf at any time thereafter, the meters must be moved by the owner at his cost and installed in the boundary wall in the manner provided for in paragraph 9.2 above.
- 9.4. Meter boxes must be built into the wall in such a manner as to ensure that they are flush with the surface of the wall and shall be painted the same colour as the wall into which they are built.

- 9.5. The plans submitted to the WHOA must clearly indicate the position of the meter boxes, placed in compliance with these directions.

10. BUILDING ACTIVITIES

10.1. Limits of building activity

All activities relating to the construction must be confined within the boundaries of the erf upon which construction is taking place. This relates to the location of staff, sitting material and storage bins etc. If any material needs to be stored outside the erf boundaries (adjacent erf), written permission must first be obtained from the landowner and EM. Approval or refusal of such requested permission shall be solely at the discretion of the EM. If approval is granted, the area / site being used for storage shall also be fenced off and, upon completion, rehabilitated to the satisfaction of the Estate Manager / DRP and / or EC prior to refund of the Builder's Deposit. Only building materials will be stored. No toilets, skips or containers will be allowed.

No workers will be allowed to leave the building site other than by vehicle transport. Workers are not allowed to walk in the streets or walk to and from building sites. Should workers be required at another building site they must be transported by vehicle.

Areas outside the Building Activity Zones are to be temporarily fenced off during the construction process to ensure that these areas are not impacted on in any way. Construction areas must always be securely screened off from the public and children, especially after hours and on weekends.

Construction works are to consider and respect the convenience and quality of life of other owners in WELGELEGEN and be carried out in an orderly and responsible manner to serve the best interests of WELGELEGEN generally and the neighbors of the building site specifically.

10.2. Construction site presentation

The contractor will always be expected to keep the appearance of his building erf neat and tidy and free of litter. Excess soil and plant material that results from levelling the erf must be removed from the erf once excavation is completed. The street in front of the erf must be swept regularly. The Estate Manager, or his representative, may at any time request the contractor to clean the site if in their opinion, the site is untidy.

10.3. Cleaning of vehicles/equipment

Washing of vehicles and equipment will not be allowed within WELGELEGEN and must be carried out elsewhere.

10.4. Fires

No fires will be allowed in any part of WELGELEGEN including the building site without the prior written approval of the Estate Manager. Burning of litter or open fires and the dumping of building material or rubble on any portion of WELGELEGEN is not permitted, and the Contractor is required to make his own arrangements for disposal of such materials at a spoil site outside WELGELEGEN.

10.5. Spoil of excess material and building rubble

The contractor must make adequate provision for the removal of building rubble and excess material. No material or building rubble may be spoiled in WELGELEGEN.

10.6. Placement of litter bins or skips on site.

Skips or litter bins must be placed inside a fenced off building area. Refuse must be collected daily and deposited in a container, supplied by the Contractor at his cost, which must be of a design approved by the Estate Manager and have a secure lid of such nature that it cannot be overturned or that refuse can escape from it. Containers are to be regularly emptied and cleaned and empty cement bags, plastic, loose material, and rubble must be removed from the site so as not to contaminate WELGELEGEN and its natural water courses and to ensure that the site is kept neat and free of litter or other unsightly waste.

10.7. Excavation

Excavation or filling on site may not be undertaken without the submission of a detailed plan thereof to the WHOA for its written approval. Excavations for foundations and walls adjoining paved roadways and sidewalks must be supported during excavation and damage caused to such roadways/sidewalks must be restored by the Contractor immediately. Foundations are to be certified by a Structural Engineer, and excavations, back filling or trenches outside the site boundary are not permitted without the prior written consent of the WHOA.

10.8. Water

The Contractor will obtain water for the work to be undertaken on site from the Municipal water connection thereto. Application for such a connection is to be made to the Local Authority and the Contractor may not interfere with any existing water supply to the WHOA.

10.9. Sewage system

The Contractor is required, at his or the Owners cost, to connect the improvements on site to the Municipal sewerage connection provided, which connection may not take place until completion of construction and is to be affected under the supervision of the WHOA. Building material, rubble, contaminated water, storm water, rainwater or rubbish may not be allowed to enter the sewage system.

10.10. Storm water System

The Contractor may not dispose of any building material, contaminated water, rubble, rubbish, wash paint or cement-based products, into the storm water system or on to the landscaped and paved areas in WELGELEGEN. The Contractor undertakes to ensure that no waste or contaminated water is permitted to run towards or into the waterways within or around WELGELEGEN.

10.11. Ablution and sanitation systems

Prior to commencement of the construction of improvements and throughout the duration of the work, the Contractor shall provide a suitable number of properly operational toilets on site, the entrances whereof must be screened from view by a barrier constructed from 90% Green cloth, and shall ensure that such facilities are at all times maintained in a clean, hygienic and neat condition; and shall provide water and/or washing facilities for employees on site which may not be extracted from WELGELEGEN waterways for this purpose. The Contractor shall ensure that no wastewater whatsoever enters the WELGELEGEN waterways.

The use of the WELGELEGEN'S water borne sewage systems is forbidden, and a worker, or employee of the Contractor/Subcontractor(s) or invitee(s) found doing ablutions in any area other than the supplied toilet, will be fined and upon request by the WHOA removed from the site by the Contractor and be permanently barred from returning.

Portable ablation facilities must be removed from the site during annual builder's holidays. Failure to comply will result in a fine as per clause 28.

10.12. Contractor access to WELGELEGEN

All contractors and their workers need to provide an SA Police clearance (SAP69 obtainable at the SAPS or other private institutions) before they will be enrolled on the biometric system. The **Security Supervisor** will not approve access for persons with Category 1 and/or Category level 2 offences. An offence listed for Category 2, 3 or 4 could be considered on a case-by-case basis by the WELGELEGEN Security Committee and any decision not to grant access will be final and no further correspondence will be entered. Any subsequent act of any crime listed in Category 1 to 4 could result in the immediate cancelation of access granted.

Category 1

- Murder
- Culpable Homicide
- Rape
- Robbery
- Assault with the intent to do grievous bodily harm.
- Assault

Category 2

- Housebreaking
- Theft
- Fraud
- Malicious damage to property
- Sexual Offences Act-Person under 16 yrs.
- Theft of livestock

Category 3

- Deal/cultivating prohibited dependence-producing substance/plants.
- Dangerous weapons and Explosives
- Explosives act – possession of a petrol bomb
- Possession of dangerous weapon or object resembling a firearm
- Negligent loss of firearm
- Resisting /hinders/obstructs a member of Police in exercising power.
- Domestic violence
- Cruelty to animals

Category 4

- Use of property without permission
- Illegal immigrant
- Fail to appear in court.
- Producing Alcohol without a license
- Possession of dangerous, Dependence producing substance
- Driving under the influence
- Driving without a License
- Speeding
- Overloading of a vehicle

10.13. Temporary / New Workers

Contractors should be able to plan for their activities and subsequently should know well in advance whether new staff will be required to perform tasks. If the staff are not registered with the WELGELEGEN system, the contractor should send the new staff ahead of time to apply for the police clearances so that SAP69 can be available when the new staff needs to start their work. For unforeseen emergencies, temporary / new workers have one day's grace. If new staff are required, or new personnel need to be enrolled in biometrics, they should arrive on day 1 with their ID book (passport with legal work permit, where applicable) which will then be submitted to the Security Manager. If the "new" person is required to work for longer than one day, he / she can go on day 2 for their SAP69. The "proof of payment" + ID / passport will then secure access for the next few days. The new (unverified) person can then enter another 10 working days. On the 11th working day, entry is blocked until SAP69 has been delivered. For those with clean records, more permanent access will be arranged immediately.

11. HOURS OF WORK

11.1. Contractors will only be granted access to WELGELEGEN during the following hours:

Monday – Friday:	07:00 to 17:00. (17:30 off site)
Saturdays:	No work allowed.
Sundays:	No work allowed.
Public holidays:	No work allowed.

11.2. NO Saturday work will be allowed, as per July 2022 AGM decision.

11.3. The EM is to receive at least 24 hours' notice of all concrete pours. If notice is not given, the concrete trucks will not be granted access to WELGELEGEN. Concrete trucks arriving after 16:00 will not be granted access. When power floating is required, the concrete pour should start not later than 10:00.

12. WATCHMEN

12.1. No watchmen will be allowed in WELGELEGEN.

13. VEHICLE SIZE RESTRICTIONS

13.1. Due to the road surfacing, and limited road widths and radii, the following restrictions are placed on any vehicle entering WELGELEGEN:

- No "horse and trailers" will be allowed without prior written permission by the EM.
- Maximum length: 9.1m
- Maximum width: 2.6m
- Maximum gross mass: 20,000 Kg
- Maximum axle weight: 8,000 Kg
- Concrete deliveries MAY NOT EXCEED 6 m³ per truckload.
- Truss deliveries (Total length of vehicle) 9.1m
- Brick deliveries. Max no per load. 6 pallets

13.2. Vehicles that will not be allowed access into WELGELEGEN.

- Anything larger that listed in par 13.1
- Dumpers or equivalent equipment.

14. DELIVERIES TO CONTRACTORS

14.1. General deliveries

- Contractors will always be responsible for their delivery personnel.
- All delivery times will be limited to Hours of Working as defined under clause 11.
- Size of delivery vehicles will be limited as defined under clause 13.
- Delivery vehicles must have a site number and the contractor's name on the delivery note.
- Deliveries to the construction site will take place only from the street frontage of the erf unless prior arrangements have been made with the EM.
- The contractor has the responsibility of advising WELGELEGEN security staff of deliveries.
- All drivers to have valid driver's licenses and all heavy vehicles will be inspected. This is to comply with section 8 and 9 of the OHS act.

14.2. Concrete and Brick deliveries

The delivery of concrete and bricks has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way. Drivers of these heavy delivery vehicles must be made aware of the road restrictions by the contractor before their first delivery to the site. These heavy vehicles are not allowed to leave the road except at the DESIGNATED entrance to the building site. All heavy trucks will only be allowed entry AFTER the site representative has been phoned and assumes responsibility for monitoring the delivery. Site managers may also make prior arrangements before such deliveries.

14.3. Washing of concrete delivery vehicles

The washing of concrete delivery vehicles will not be allowed within WELGELEGEN, and no spillage and runoff will be tolerated. Under no circumstances may concrete be spilled onto the road surface and the contractor will be held responsible for the repair to the road if this occurs.

15. STORAGE SHEDS/HUTS

15.1. The contractor will be permitted to erect green storage sheds / huts / containers within the boundaries of the erf.

16. SECURITY

16.1. The contractor's building project is within a secure and controlled environment and therefore in terms of clause 12 above, individual watchmen will not be allowed in WELGELEGEN.

16.2. The contractor must always adhere to the instructions of WELGELEGEN security staff and the Security Manager.

- 16.3. Personnel must be transported by vehicle to the relevant erf and will not be allowed to walk around in WELGELEGEN.
- 16.4. All drivers and contractor vehicles entering WELGELEGEN must have a valid driver's license, and display a valid license disc.
- 16.5. Contractor vehicles are scanned in and out by security and contractors must ensure the number of workers coming in and workers leaving must be equal daily.
- 16.6. All personnel will be subjected to a police clearance check. It is in the sole discretion of the Security Manager to deny access to individuals that do not pass the predetermined security criteria.
- 16.7. It is the contractors' responsibility to inform the Estate Manager when personnel are no longer in his service. Not informing the Estate Manager will result in a fine.**
- 16.8. Contractor personnel must always wear visibility vests.

17. TRAFFIC CONTROL

- 17.1. For security and safety reasons the speed limit in WELGELEGEN for all vehicles is limited to 30km p/h.
- 17.2. Parking vehicles must be confined to pre-determined areas. It is the contractor's responsibility to confirm these areas with the Estate Manager and these areas should be properly marked. No parking on other erven, pavements, and road verges in WELGELEGEN will be allowed.
- 17.3. None of the contractors' vehicles will be allowed to be overloaded with materials or personnel.
- 17.4. The contractor is responsible to ensure that all his personnel, subcontractors, and delivery vehicle drivers are conversant with, and comply with, these rules.

18. BUILDING PLAN CONTROLS

- 18.1. The building contractor must ensure that a copy of the signed approved building plan is always available on the erf for inspection by the WELGELEGEN representative.
- 18.2. Any variations to the approved building plan must be submitted to the DRP for approval and sign-off and may not be implemented before the approved variation is available to the contractor. Penalties will apply if variations to the approved municipal building plans are made without prior DRP approval.

19. ROADS AND ROAD VERGES

- 19.1. Contractors must ensure that the road in front of their building site is always swept clean. This is to minimize damage and ensure longevity of the road surface.
- 19.2. Contractors must ensure that kerbs and sidewalks in front of their building site are adequately protected from damage by the building operations. Building material must be stored on the erf. Special permission may be obtained from the WELGELEGEN Estate Manager, in his sole and absolute discretion, to store material on the road reserve directly in front of the building site, or on other approved locations within WELGELEGEN, should the need arise.

20. ADVERTISING

- 20.1. The contractor must place an approved A1 size advertising board on the construction area indicating the site number, the name and contact details of the contractor including cell phone numbers and e-mail addresses, name and contact details of the architect, and name of the owner / client, for the duration of the construction period.
- 20.2. The sub-contractors of the contractor may not place any advertising material in WELGELEGEN.

21. ELECTRICITY SUPPLY

- 21.1. The WHOA shall not be liable for damages, expenses or costs caused to owners, contractors, or sub-contractors for any interruption in supply, variation of voltage, variation of frequency, or any failure to supply electricity, during the building process.

22. ENVIRONMENTAL FACTORS

- 22.1. Minimizing damage to the infrastructure of WELGELEGEN, and indigenous Fauna and Flora in, upon, and adjacent to the building site, and the reinstatement any damage or loss so caused, shall always be the responsibility and priority of the contractor.
- 22.2. Construction works are to consider and respect the impact on the life of other owners and in particular the immediate neighbors and are therefore to be carried out in an orderly and responsible manner.
- 22.3. On erven with a 4:1 slope the construction of a silt fence is compulsory to prevent mud from building activities being washed down to the security fence.
- 22.4. A landscaping plan and list of proposed plants to be submitted to the EM for approval prior to completion and application for occupation. The owner may apply for an extension of this requirement. If approved the landscaping plan and plant list and commencement of landscaping will be subject to target dates. Non-compliance will be subject to penalties or any other reasonable sanction the WHOA sees fit to impose.

23. GENERAL CONTROLS

- 23.1. A representative of the contractor must be available on the erf during working hours and be authorized to receive all correspondence addressed to the contractor. General correspondence will be communicated to the building contractor either via the WELGELEGEN security staff on duty or the EM.

24. OCCUPATION and COMPLETION of CONSTRUCTION

- 24.1. Occupation is defined as the right to physically occupy the property.
- 24.2. Before an owner can move into/occupy a completed house on the Estate an Occupation Certificate needs to be obtained from the Local Authorities. The following procedures must be followed.

- 24.3. Once the building contractor has achieved practical completion, the contractor needs to arrange an occupation inspection by the HOA. Arrangements for the inspection must be made at least 5 working days in advance.
- 24.4. Before application for an occupation certificate from the Local Authorities, the HOA needs to carry out an inspection to ascertain compliance with the Architectural Guidelines. Any anomalies will be listed and required to be rectified.
- 24.5. Once the HOA has received confirmation of compliance from the DRP and the HOA is satisfied that there are no outstanding fees or fines due, approval for application for an Occupation Certificate from the Local Authorities will be granted.
- 24.6. The HOA may also approve the application of an occupation certificate on condition that certain anomalies must be rectified within a certain timeframe. Failure to comply with the stated conditions within the stated timeframe will be subject to penalties or any other reasonable sanction the WHOA sees fit to impose.
- 24.7. The occupation certificate will only be issued by the Local Authorities on confirmation by the HOA that all WELGELEGEN requirements have been met and the completed works conform to the final plans as approved by the DRP.
- 24.8. An owner can only take occupation of the property on receipt by the HOA of a copy of the occupation certificate as issued by the Local Authorities.
- 24.9. Occupation of the property without submittance of the Municipal occupation certificate by the Local Authorities will be subject to penalties or any other reasonable sanction the WHOA sees fit to impose.

25. MONTHLY BUILDING MANAGEMENT FEE

- 25.1. A monthly building management fee will be retained from the Building Deposit by the WHOA for administration and security costs during the building process.

26. BREACHES

- 26.1. In the event of any breach of the Building Contractors Code of Conduct, the contractor or owner may be subject to penalties or any other reasonable sanction the WHOA sees fit to impose. Such other reasonable sanctions may include, but shall not be limited to, building stop orders. Any such action will be at the sole and absolute discretion of the WHOA.

27. OCCUPATIONAL HEALTH AND SAFETY

- 27.1. Building Contractors are reminded of their obligations as per the OHS Act 85 of 1993.
- 27.2. As a mandatory requirement all contractors and their personnel will have to adhere to the minimum requirements of wearing a high visibility jacket and safety shoes. Access to WELGELEGEN will not be granted to those not complying with this requirement. Construction workers will also need to wear a hard-hat, as well as the necessary Personal Protective Equipment pertaining to the specific job they are performing, i.e., dust masks, facial and hearing protection, etc.

28. SCHEDULE OF BUILDING RELATED FEES

Fee	Cost	Payable
Builder's Deposit - House Construction*	R40 000	Before commencement of any activity R20 000 Non-Refundable
Contractor's Induction Course	R300	Payable by Contractors upon completion
Eco Management Fee	R400/Month	Deducted from refundable portion of Builder's Deposit upon completion
Building Management Fee	R200/Month	Deducted from refundable portion of Builder's Deposit upon completion
Major Alterations Build Fee	R7 500	Before commencement of any activity
Minor Alterations Build Fee	R2 500	Before commencement of any activity

29. FINES

- 29.1. Fines in accordance with the schedule below may be imposed by the WHOA and are to be paid to WELGELEGEN within 5 calendar days, failing which the Contractor and/or his employees may be denied access to WELGELEGEN.
- 29.2. The following Schedule is an indication of fines which may be levied and may be increased at the discretion of the WHOA depending on the severity of the offence. Second and subsequent offences will result in a further increase of the fine. Fines for offences not indicated below can be imposed at the sole discretion of the WHOA. Fines are imposed in addition to any remedial costs incurred.
- 29.3. Objections to the imposed regulations and fines must be directed to the WHOA in writing **after the required fine has been paid**. An objection should be lodged with the EM at following e-mail address: technical@welgelegenestate.co.za

30. SCHEDULE OF FINES

TRANSGRESSION	1st OFFENCE	2nd OFFENCE	Fine Unit	Fine Type	Additional Info
Deviation from approved building plans without HOA approval	2,000	5,000	Incident	DRP	
Not obtaining occupation certificate within 12 months after construction activities commenced	1,000	N/A	Working Day	DRP	Forfeiting refundable portion of building deposit
Commencing site activities before site handover from EM	1,000	1,000	Day	DRP	
Improper use of access cards/identification	2,000	N/A	Worker/Day	Security	Immediate removal and Blacklist
Theft	2,000	N/A	Incident	Security	Immediate removal and Blacklist
Workers not registered to work on site	1,000	2,000	Worker/Day	Security	
Illegal immigrants working / No SAP69 clearance working on site	1,000	2,000	Worker/Day	Security	
Individual walking outside demarcated boundaries or within no-go areas	500	1,000	Incident	Security	
Not having written permission to work after hours	500	1,000	Incident	Security	
Leaving the Estate after designated working hours	500	1,000	Worker	Security	
Not informing HOA of staff no longer being in his service	500	1,000	Worker/Day	Security	
Consumption of alcohol or drugs	1,000	N/A	Incident	Safety	Immediate removal and Blacklist
Operating plant outside the boundaries of the site	500	1,000	Incident/Day	Safety	
Speeding or reckless driving	500	1,000	Incident	Safety	
Un-roadworthy vehicle/overloading of vehicles	500	1,000	Incident	Safety	
Not adhering to OHS Act; not wearing PPE, unsafe acts, etc.	500	1,000	Worker	Safety	
Discharge of cement or concrete in an uncontrolled manner	1,000	2,000	Incident	Enviro	Plus, Rehab
Spillage of materials	1,000	2,000	Incident	Enviro	Plus, Rehab
Individual causing damage to fauna and flora	1,000	2,000	Incident	Enviro	Plus, Rehab
Injuring or killing wildlife	1,000	2,000	Incident	Enviro	
Erosion	1,000	2,000	Incident	Enviro	Plus, Rehab
Dumping	1,000	2,000	Incident	Enviro	Plus, Rehab
Oil leaks of plant or machinery	500	1,000	Incident	Enviro	Plus, Rehab
Washing of paint brushes in an uncontrolled manner	500	1,000	Incident	Enviro	Plus, Rehab
No building site signage	500	1,000	Day	Cleanliness	
Littering / No skip	500	1,000	Day	Cleanliness	
Failure to erect silt fencing / silt fencing, incorrect fencing	500	1,000	Day	Cleanliness	
Failure to maintain fencing to construction sites	500	1,000	Day	Cleanliness	
Individual not using ablution facilities	500	1,000	Incident	Cleanliness	
Unnecessary noise or unsocial behavior	500	1,000	Incident	Cleanliness	
Parking on roadway or causing obstruction	500	1,000	Incident	Cleanliness	

PROJECT DETAILS and SIGNATORIES

Erf No:	
Estimated Construction Start Date	
Estimated Construction Completion Date	
Building Contractor	
Telephone	
E-Mail	
OWNER	
ARCHITECT	
PROJECT MANAGER	

Signed this _____ day of _____ 20____ at _____

Estate Manager: WHOA

Name

Owner

Name

Builder/Contractor

Name