



# ABRAMS CREST

# CONTRACTORS

# PROTOCOL

CONTRACTOR : \_\_\_\_\_

ERF NO. : \_\_\_\_\_

DATE : \_\_\_\_\_

NHBRC REG. NO. \_\_\_\_\_

Agreement between

THE PARTIES

1. The Abrams Crest Homeowners Association (ACHOA).

and

2. ....

a company Incorporated in accordance with the laws of the Republic of South Africa under Registration No. ....

and having its principal place of business at

.....

.....("the Contractor") and

4.....

.....("the Principal Agent/Architect)

The parties hereby acknowledge that the estate has unique qualities, as an up-market, secure, residential estate, and that, in order to maintain the aesthetics, standards, general appearance and security arrangements on the estate, the parties will sign this accreditation agreement, thus ensuring adherence relevant to the rules and regulations as determined by the ACHOA from time to time (obtainable on request)

## **Contractors Site Management Regulations**

1. The owner, or his principal agent, must give the ACHOA a minimum of 14 days notice of his intention to start building, or clearing the site.
2. All Contractors are to submit their CV's to the ACHOA/Estate Manager prior to building. Approval of contractor required from ACHOA prior to commencement. All Contractors are to be NHBRC registered.
3. All sites must conform to Occupational Health and Safety Act. All contractors to provide proof of Workmen's Compensation Membership prior to commencement.
4. All plans are to be approved by the estate architectural advisor before being submitted to the local authority.
5. The location of the footprint and actual house position, as well as the driveway and property boundary must be clearly marked out before the commencement of building operations. The location of the driveway, as indicated on the site plan, must be clearly marked and will be the only access onto the site. After site-handover, the site must be fenced off (bonnox fencing-1.8 to 2m) and shade clothed off (preferably green shade cloth – 80%) and a lockable gate. The site must be kept closed and gate locked after hours

6. Regular inspections will be carried out during the building operations, to ensure that there is no encroachment onto the surrounding areas.

7. No trees, shrubs or grasses may be removed, disturbed or pruned without the written permission of the ACHOA estate manager, following an inspection by the appointed Estate Environmental consultant.

8. Building activity is only allowed during the following hours;

- Normal weekdays : 07h00 - 17h00

No building activity is permitted on Saturdays, Sundays, or public holidays. Special applications for building activity during restricted times, should be lodged with the estate manager, with the approval of all adjacent neighbours, one week prior to the required activity.

9. The contractor shall provide a suitable and properly operational chemical toilet on the site, and ensure that the toilet is maintained at all times, in a neat and hygienic condition. The toilet is to be established and be fully operational prior to the commencement of the construction.

10. The contractor shall ensure that a copy of the drawings and plans, approved by the local municipality and the ACHOA, is on site and available for inspection by the ACHOA during normal working hours.

11. Contractors to ensure that delivery of any material from any supplier only ever takes place during the hours allocated for building activity, as set out in 4 above.

12. Contractors to ensure that the site is neat and free of any litter or other unsightly waste at all times. Building rubble is to be kept within the confines of the building site, and is to be removed every 2 weeks. Building material is not to be stored outside the confines of the site, unless permission has been obtained, in writing, from the estate manager.

13. Maximum weigh allowed is two tons per axle. Concrete trucks are allowed a maximum of 4 cubes.

14. The contractor is responsible at all times, for the discipline and control of any labourer or sub-contractor labour on the works, and specifically shall be responsible for any damage caused to any part of the estate by itself or any supplier of materials or any other person instructed by the contractor and sub-contractor in respect of the works, it being recorded that it is the contractor's responsibility to ensure that any such supplier, sub-contractor or labourer appreciates and understands both the provisions of this accreditation agreement and any further requirements of the ACHOA from time to time. The contractor will be liable for payment of fines levied on his sub-contractors under the auspices of this document.

15. The contractors/sub-contractors/suppliers must comply with the security regulations as amended from time to time. These rules include the policy in which staff must be transported to and from site, and may not walk on the estate. Changing and/or washing in full/partial public view is not permitted.

16. The contractor is to ensure that the necessary precautions are taken to prevent pollution, contamination or noise nuisance to adjoining areas, at all times.

17. A damage deposit of R5,000 will be paid on signature of the protocol and refunded after damage control when an occupation certificate issued.

Any damage caused to the estate infrastructure will be repaired by the contractors who have been appointed by the ACHOA, and not by individual homeowners or their contractors.

18. The parties acknowledge that the ACHOA is entitled to enforce compliance with the architectural guidelines and any other instructions & regulations in respect of the construction of any works on the estate from time to time. The contractor shall, at all times, work from a plan or a revision thereof which has been approved by the ACHOA and submitted to the building inspector of the local authority.

19. The speed limit within the estate is 25kmh. A fine of R250 per offence will be imposed upon the offender by the estate

manager. Municipal road rules must be adhered to at all times. All unmarked intersections are to be treated as yields.

19. All regular construction vehicles will be issued with an I.D. disc. This disc may only be used for that particular vehicle. Failure to do this is a breach of security and a fine will be imposed, or a warning to leave site, or both.

<p align="center"><b>CERTIFICATE OF SITE HANDOVER</b></p>	<p><b>SIGNED:</b></p> <p><b>OWNER/PRINCILPLE:</b>.....</p> <p><b>AS WITNESS:</b>.....</p> <p><b>DATE:</b>.....</p>
<p><b>STREET ADDRESS</b></p>	
<p><b>REGISTERED OWNER</b></p>	
<p><b>ARCHITECT/DESIGNER</b></p> <p><b>Copy of contract to be attached</b></p> <p>PHONE NUMBER</p> <p> </p>	
<p><b>PRINCIPAL AGENT/PROJECT MANAGER:</b></p> <p><b>Copy of contract to be attached</b></p> <p>PHONE NUMBER</p>	
<p><b>CONTRACTOR:</b></p> <p><b>Copy of contract to be attached (JBCC or other)</b></p> <p>PHONE NUMBER:</p>	
<p><b>FOREMAN/SITE SUPERVISOR</b></p> <p>PHONE NUMBER</p>	
<p><b>ENGINEER</b></p> <p><b>Copy of appointment to be attached</b></p> <p>PHONE NUMBER</p>	
<p><b>LAND SURVEYOR</b></p> <p><b>Copy of appointment to be attached</b></p>	



## HAND OVER CHECKLIST/COMMENTS

DETAILS	YES	NO	DATE/COMMENT
1. Proof of transfer of property – copy attached			
2. Is a Land Surveyor Setting out the Building			
3. Access to site during construction as per plan			
4. All boundary pegs located and flagged Surveyors certificate – Copy & Date			
5. Storm water connection located & flagged			
6. Storm water control and management during construction - details submitted			
7. Water connection located & flagged			
8. Water application made to ACHOA			
9. Electricity Connection located & flagged			
10. Security clearance obtained for all workers			
11. Environmental clearance obtained if applicable			
12. Verge condition noted <ul style="list-style-type: none"> <li>○ Broken manholes in verge</li> <li>○ Broken culvert in verge</li> <li>○ Broken road kerbs</li> <li>○ Services in verge and positions located</li> </ul>			
13. Plans approved by ACHOA – date approved			
14. Plans approved by Umdoni municipality – copy to ACHOA			
15. Contractors NHBRC Membership certificate - copy			
16. NHBRC property registration – copy			

17. Site toilets/change area, position and screened <ul style="list-style-type: none"> <li>○ Chemical</li> <li>○ Connect to sewer</li> </ul>			
18. Refuse control frequency and method/storage/location			
19. Storage location of building materials on site			
20. Any trees on site & verge			
21. Photograph of verge & site conditions prior to site hand over - attached			
22. List of all sundry contractors for work excluded from Principle Contractors contract - attached			

I hereby agree to the terms and conditions of the Abrams Crest Contractors Protocol and provide all required details and certificates to the Estate Manager.

\_\_\_\_\_  
SIGNED (Contractors Agent/Foreman)

\_\_\_\_\_  
DATE

Contact Number: \_\_\_\_\_

\_\_\_\_\_  
REPRESENTING  
(Name of Contracting Company)

\_\_\_\_\_  
ACHOA  
(Estate Manager)

\_\_\_\_\_  
WITNESS by ARCHITECT (Principle agent)

\_\_\_\_\_  
DATE

NAME: \_\_\_\_\_

Company: \_\_\_\_\_

Contact Number: \_\_\_\_\_

**NAME OF OWNER:** \_\_\_\_\_

**CONTACT NUMBER OWNER:** \_\_\_\_\_

**ERF NO:** \_\_\_\_\_

**PENALTY PROTOCOL**

## **BREACH.**

In the event of any Contractor, Service Provider, Sub-Contractor, or any of their employees, being in breach of any Obligations, Rules, or Protocols as set out by the Abrams Crest Home Owners Association, ACHOA shall be entitled to one or more of the following remedies:

Give written notification to the Contractor, Service Provider, Sub-Contractor, or individual employee, to remedy the breach within 24 hours.

Close the Contractor's access to the site until the breaches have been remedied. Any contractual delay claims will be at the Contractor's expense.

Insist on rectification of the breach at the cost to the Contractor, Service Provider, Sub-Contractor, or employee.

Issue a written warning.

Imposing of a fine as indicated in the Guideline of Fines in this document, or as decided by the Abrams Crest Home Owners Association.

Banning the Contractor, Service Provider, Sub-Contractor, or employee from the Estate for a certain period of time.

Permanent banning from the Estate.

## **GUIDELINE OF FINES.**

OFFENCE	CATEGORY 1	CATEGORY 2	CATEGORY 3
Failure to expose and flag all site boundary and corner pegs	R 500.00	R 1,000.00	R 2,000.00
Failure to comply with Site camp requirements.	R 500.00	R 1,000.00	R 2,000.00
Stacking of storage and office containers on site without consent	R 500.00	R 1,000.00	R 2,000.00
Failure to commence construction within 14 days	R 500.00	R 1,000.00	R 2,000.00
Failure to complete project within 12 months	R 2,500.00	R 5,000.00	R 10.000
Working outside normal working hours without written consent	R 500.00	R 2,500.00	R 5000.00
No site supervision during working hours	R 1,000.00	R 1,500.00	R 2,000.00
Failure to call for completion inspection on completion	R 1,500.00	R 5,000.00	R 10.000
Parking on verge/adjacent property without consent	R 500.00	R 1,000.00	R 1,500.00
Failure to clean or carry out remedial work on site immediately	R 1,000.00	R 2,500.00	R 5,000.00
Storage of material in unsafe manner (including hazardous or explosive)	R 500.00	R 2,000.00	R 5000.00
Storage of materials outside the site without consent	R 500.00	R 1,500.00	R 3,000.00
Urinating or washing in public view on any building site	R 100.00	R 500.00	R 2,000.00
Failure to provide any, or adequate portable site toilets	R 500.00	R 2,500.00	R 5,000.00
Hanging of clothing etc on trees and fencing	R 500.00	R 1,000.00	R 1,500.00
Encroachment of any structure over building lines without written consent	R 5,000.00	R 20,000.00	R 50,000.00
Tampering with neighboring or any Estate services	R 500.00	R 5,000.00	R 10000.00
Commencement of any work prior to an official Site handover	R 10,000.00	R 25,000.00	R 50000.00
Commencement of any work without ACHOA and Local Authority approval of plans	R 10,000.00	R 25,000.00	R 50000.00
Deviation from ACHOA and Local Authority approved plans without written consents	R 10,000.00	R 25,000.00	R 50000.00
Failure to comply with written/verbal instructions	R 500.00	R 1,000.00	R 2,000.00
Encroachment over building line/boundaries or servitudes	R 200.00	R 2,000.00	R 5,000.00
Improper handling of hazardous substances(paint, concrete, etc)	R 200.00	R 2,000.00	R 5,000.00
Inadequate Stormwater controls leading to erosion	R 1,000.00	R 5,000.00	R 10,000.00
Leaking/mismanaged ablution facilities and taps	R 200.00	R 2,000.00	R 5,000.00
Permit growth of alien plants	R 200.00	R 500.00	R 1,000.00
Improper waste management on site	R 100.00	R 500.00	R 2,000.00
Removal/ damage of any vegetation / driving over common/private land	R 500.00	R 5,000.00	R 10,000.00
Pollution (mismanagement of)	R 2,500.00	R 5,000.00	R 10,000.00
Interfering with Wildlife	R 1,000.00	R 5,000.00	Banned
Failure to rehabilitate on completion of works	R 1,000.00	R 2,500.00	R 5,000.00
Burning/creating fires-without permission (cooking, braais, etc)	R 500.00	R 2,500.00	Banned
Failure to use toilets or designated wash areas	R 100.00	R 500.00	R 1,000.00
Deviating from final Landscape plan	R 2,000.00	R 5,000.00	Banned

Working without an approved final detailed Landscape plan	R 2,000.00	R 2,000.00	Banned
Altering the Landscape without prior approval from ACHOA	R 2,000.00	R 5,000.00	Banned
Management of Alien plant controls	R 200.00	R 500.00	R 1,000.00
Failure to comply with written/verbal instructions	R 500.00	R 1,000.00	R 2,000.00
Using wrong(another persons) card for access	R 200.00	R 2,000.00	Banned
Permitting person(s) to use wrong card for access	R 500.00	R 3,000.00	Banned
Permitting unregistered labour access	R 2,000.00	R 5,000.00	Banned
Failure to report lost access card	R 500.00	R 1,000.00	R 5,000.00
Failure to report cancellation of access card	R 500.00	R 1,000.00	R 5,000.00
Fail to swipe access card when leaving the estate	R 500.00	R 1,000.00	R 5,000.00
Spillage on roads (Cleaning costs to be added)	R100.00	R1,000.00	R 3,000.00
Urinating/washing in view of public on Estate property	R 100.00	R 500.00	R 1,000.00
Leaving a building site on foot or labourers congregating outside their site waiting for transport	R 50.00	R 100.00	R 1,000.00
Unauthorised after hours work (caught working after 18h00)	R 500.00	R 2,500.00	R 5,000.00
Leaving site after normal working hours (after 18h00)	R 100.00	R 500.00	R 1,000.00
Failure to collect staff from site after working hours	R 100.00	R 500.00	R 1,000.00
Littering Estate property	R 100.00	R 500.00	R 2,000
Damage to Estate property (repair costs to be added)	R100.00	R500.00	R 2000.00
Suspected of being in possession of stolen property	Suspended		
Failure to comply with written/verbal instructions	R 500.00	R 1,000.00	R 2,000.00
Speeding/ Dangerous/negligent driving	R 100.00	R 500.00	R 1,000.00
Illegal parking	R 50.00	R 100.00	R 1,000.00
Dangerous loads (people or goods)	R 100.00	R 500.00	R 5,000.00
Parking causing obstruction	R 50.00	R 100.00	R 500.00
Driving a motor vehicle without a valid licence	R 500.00	Banned	
Tailgating - failure to stop vehicle at gate	R 100.00	R 500.00	R 2,000.00

**Note:**

All individual fines to be paid within 7 working days of notification, failing which the access discs will be suspended until the fine is paid. All accredited company fines will be added to that Company's account payable to ACHOA.

Where any costs are incurred to effect repairs due to the above offences, the Contractor or person who caused the damage will be invoiced for such repairs. Failure to pay the fine or for the repairs within the period specified by the ACHOA management will result in access to the Estate being suspended until such payment is received.

ACHOA reserves the right to revise the guideline of fines from time to time without notice.

The above list is not exhaustive, and any breaches of any Protocols not listed will be dealt with in accordance with decisions made by the ACHOA.