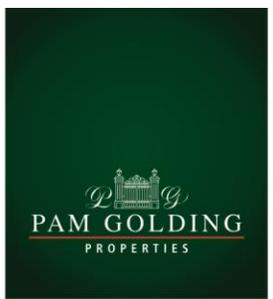
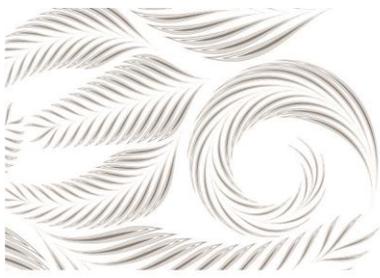


Fernwood
PRIVATE ESTATE



PROCEDURE PART B

CONTRACTORS CODE OF CONDUCT



0. Introduction

The aim of this Code is to ensure a harmonious relationship between residential living, the natural environment and Contractor activities within Fernwood Private Security Estate (the Estate). The rules and regulations described below are intended to ensure that the quality of life for residents at the Estate and the natural environment is not unduly compromised by the activities whilst allowing contractors to work efficiently. This Code and all the requirements of the Environmental Management Plan (EMP) is applicable to all Contractors and must be strictly adhered to at all times during building operations, construction activities and rehabilitation procedures. An Environmental Control Officer (ECO), an Environmental Manager (EM) and a Building Control Officer (BCO) have been appointed by the Developer to enforce the Code of Conduct. A Fernwood Estate Design Review Panel (FEDRP) has been established to approve building plans, and adherence to these plans will be enforced by a Building Control Officer appointed by the Developer or HOA. Transgression of certain of the rules and regulations will result in a fine being imposed on the Contractor.

Note:

The manual is supplementary to the National Building Regulations. These guidelines will be subject to periodical revision.

1. Building procedures

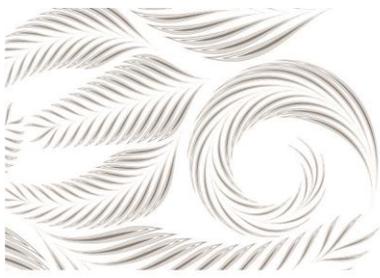
- Submit one set of the approved Architectural plans, with the Knysna Municipality's stamp of approval on them to the HOA.
- Once approved by the Knysna Municipality, contact the HOA to arrange a meeting with the estate manager.
- In the meeting, the Estate Manager will explain the Fernwood Private Security Estate Building Contractor's Code Of Conduct Agreement.
- The Homeowner, Architect and Building Contractor will be required to sign the Fernwood Private Security Estate Building Contractor's Code Of Conduct Agreement.
- The monthly builders levy is Six Hundred and Fifty Rand (R650.00), plus VAT, which is payable six monthly in advance before any work may commence on the Erf together with the refundable side walk deposit of R10,000.00.

1.1. Building Contractors Code of Conduct Agreement Parties

1.1. The parties to this Agreement are:

1.1.1. Dormell 560 PTY LTD

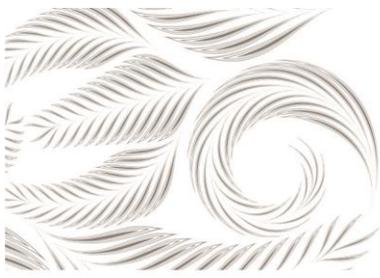
1.1.2. The person / partnership / company / close corporation / trust (as applicable) recorded as the Owner in clause 3 hereof.



- 1.1.3. The person / partnership / company / close corporation / trust (as applicable) recorded as the Building Contractor in clause 3 hereof.
- 1.1.4. The person / partnership / company / close corporation / trust (as applicable) recorded as the Architect in clause 3 hereof.
- 1.1.5. The parties agree as set out below.

1.2. Interpretation

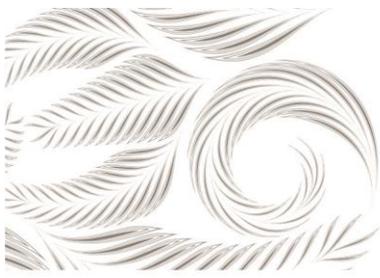
- 2.1. The clause headings are for convenience and shall be disregarded in construing this Agreement.
- 2.2. Unless the context clearly indicates a contrary intention:
 - 2.2.1. The singular shall include the plural and vice versa; and
 - 2.2.2. reference to any one gender shall include the other genders; and
 - 2.2.3. A reference to natural persons includes legal persons and vice versa.
- 2.3. Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.
- 2.4. When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 2.5. Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.
- 2.6. If any provision of this Agreement is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.
- 2.7. If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations on any of the parties hereto then, notwithstanding that it is only in the definition clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.



1.3. Definitions

In this Agreement, unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

- 3.1. "Agreement" means this Agreement with the annexure hereto.
- 3.2. "Architect" means the person appointed by the OWNER as his architect and includes his partners, directors or associates.
- 3.3. "Building Contractor" means its employees and building sub-contractors and for the purpose of any claim against the Building Contractor in terms hereof, will include liability for any act or omission by any employee of the Building Contractor and/or its subcontractor and/or any person acting upon instructions of the Building Contractor in connection with the work to be undertaken by the Building Contractor, inclusive of persons effecting delivery of materials to the building site. It is the responsibility of the Building Contractor to inform the above mentioned parties of the contents and responsibilities regarding the code of conduct as prescribed by Developer/HOA.
- 3.4. "Developer" (Reg) means the duly registered South African Security company or its assigns.
- 3.5. "Development" means Fernwood Private Security Estate Conservation Area located on the Land.
- 3.6. "Erf" means certain immovable property being Erf of Fernwood Private Security Estate in the Town of Knysna, Division of Knysna Municipality, Western Cape Province, upon which the Owner and the Building Contractor propose to construct improvements.
- 3.7. "Conservation Area" means the portion of the Land comprising of the Conservation Area, trees and irrigation equipment.
- 3.8. "Guidelines" mean the Architectural and Landscape Design Guidelines prepared for and applicable to the Development, a copy whereof has been handed to the Owner who has, in turn, made such copy available to the Building Contractor. Both the Owner and the Building Contractor by their signatures hereto, confirm receipt thereof and acknowledge being fully conversant with all provisions thereof.
- 3.9. "HOA" means the Fernwood Private Security Estate Home Owners Association.
- 3.10. "Improvements" mean any structure of whatever nature to be erected or constructed on the Erf.
- 3.11. "Local Authority" means Knysna Municipality."



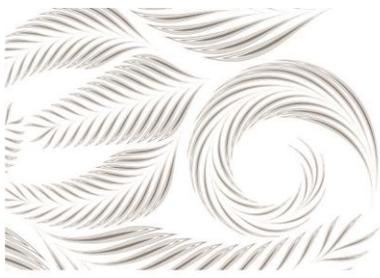
- 3.12. Owner” means the registered owner of the erf/property.
- 3.13. “Developer’s Architect” means an Architect as nominated and appointed by the Developer.

1.4. Recordal

- 4.1. The Owner desires to effect improvements to the Erf.
- 4.2. The Owner has appointed the Building Contractor for the construction / erection of improvements.
- 4.3. The Owner has appointed the Architect as his architect for the design and implementation of the improvements
- 4.4. The Developer / HOA wishes to ensure that the construction / erection of the improvements is undertaken so as to cause least possible damage to the infrastructure of the Development and that, where such damage occurs, provision is made for reinstatement, and also to ensure that such construction/erection is undertaken with due consideration to environmental and other factors so as not to cause any inconvenience to other owners within the Development or damage the Conservation Area, and generally to ensure that such work is undertaken in an orderly and harmonious manner, all of which the Owner, Building Contractor and Architect confirm to be in the interests of the Development.
- 4.5. To attain the aforesaid objectives, the Owner and Building Contractor bind themselves jointly and severally in favour of the Developer and HOA for the fulfilment of the obligations contained herein and the Architect, if appointed for site inspections, undertakes to use his best endeavours to monitor the provisions hereof and to forthwith report to the Developer / HOA any breach of any of such obligations.

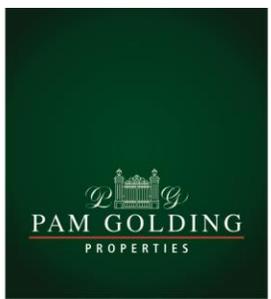
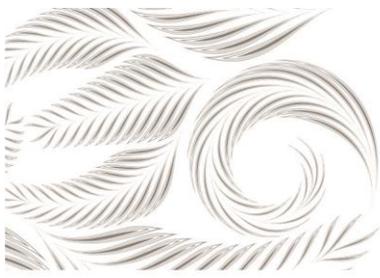
1.5. Monthly levy

- 5.1. The Building Contractor shall, before commencing any work of whatever nature on the Erf, pay to and for the account of the HOA an amount of R650,00 (Six Hundred and Fifty Rand) per month plus VAT, in respect of each Erf that the Builder is performing any construction within the Development, which levy is payable monthly in advance, towards the HOA’s costs of supervising and inspecting the construction work conducted by the Builder and related activities, relative to the Builder’s obligation in terms of this Agreement.
- 5.2. The HOA is not required to account to the Building Contractor and/or the Owner as to how and when such levy is expended by the HOA.



1.6. Damage deposit

- 6.1. The Building Contractor shall, before commencing any work of whatever nature on the Erf, deliver to HOA a deposit acceptable to the HOA, for an amount of R20 000,00 (Ten Thousand Rand). The said deposit shall be a security deposit for damage of whatever nature that may be caused by the Building Contractor to the Development or any portion thereof. This amount will be kept in a Trust Account with interest accruing to the Developer and is refundable on completion after a final inspection checklist has been successfully completed by the BCO. The deposit or portion thereof may be withheld as compensation for costs incurred due to the Contractor's neglect or damages during building operations. The Contractor assumes full responsibility for the erf on hand over.
- 6.2. Any claim arising as contemplated in clause 6.1 shall not be limited to the amount of the said deposit and the HOA shall be entitled to recover from the Owner and/or Building Contractor, in addition to the deposit, the amount by which the reasonable costs of reinstatement resulting from such damage exceeds the said deposit.
- 6.3. The cost of any damage attributable to the Building Contractor shall be quantified by civil engineers appointed by the HOA and the amount so determined shall be final and binding on the Owner and Building Contractor.
- 6.4. If the HOA alleges that the conduct of the Building Contractor, whether by way of commission or omission, is the cause of any damage to any portion of the Development then the Owner and Building Contractor shall be deemed to be liable therefore unless they are able to prove to the contrary.
- 6.5. If the Owner I Building Contractor fails to dispute any claim made in terms of the a foregoing within 10 (Ten) days of receiving notice thereof, they shall be liable for payment of the cost arising there from as determined by the civil engineer in terms of the a foregoing.
- 6.6. In the event that a claim is disputed, the said dispute shall be referred to the Developers Architect for resolution, which Architect shall act as an Expert and not an Arbitrator, and whose decision shall be final and binding upon the parties.
- 6.7. The HOA is irrevocably authorized and empowered to appropriate, the amount of any claim for which the Owner / Building Contractor is liable in terms of the a foregoing, by way of a deduction against the said deposit where after the Building Contractor shall forthwith replace the amount so deducted so as to reinstate the full amount of the deposit. As appears from clause 6.2, the Owner I Building Contractor shall remain liable to the HOA for payment of the amount (if any) by which the claim exceeds the deposit.



- 6.8. Upon final completion (as defined in the JBCC Principal Building Agreement) of all work by the Building Contractor on the Erf and provided there is no claim pending against the Building Contractor in terms of the a foregoing, the Building Contractor shall be entitled to receive from the HOA the full amount paid as deposit.
- 6.9. If a claim is made against the Building Contractor pursuant to the provisions of this clause 6, the HOA shall, in addition to the rights aforementioned, be entitled to recover from the Building Contractor who shall be liable to the HOA for payment of all the HOA's legal costs incurred on the scale as between attorney and own client.

1.7. Architectural Guidelines

The Building Contractor undertakes that throughout the construction/erection of the improvements he will not knowingly deviate from the provisions of the Guidelines or any further controls or instructions which may be introduced by the Developer and/or HOA and/or the panel of architects referred to in the Guidelines. Wherever the provisions of the Guidelines and/or this Agreement are contradictory and/or in conflict with the building contract concluded or to be concluded between the Owner and the Building Contractor for the construction/erection of the improvements, then the provisions of the Guidelines and/or this Agreement (as the case may be) shall prevail. Breach:

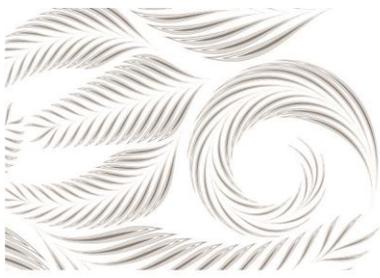
- 7.1. Work not complying will be ordered to be removed.
- 7.2. Work not removed within 2 weeks after instructed to be removed. All work on the said Erf to be stopped till compliant.

1.8. No deviation

The Owner / Building Contractor acknowledges that the Developer / HOA will, from time to time and at all times relevant, be entitled to enforce compliance with the Guidelines and any other instructions/regulations issued in terms thereof or in terms of the written Constitution of HOA with regard to the construction/erection of the improvements. The Building Contractor shall, in respect of the improvements, at all times work strictly in accordance with the provisions of the approved plans or approved variations thereof as submitted and approved in terms of the Guidelines and by the Local Authority and the Building Contractor shall in no way deviate there from.

1.9. Building plan control

- 9.1. The Contractor must ensure that a copy of the signed approved building plans is on site available for inspection at all times. A second copy is to be handed to the BCO prior to commencement of building. A copy of the Contractors Code of Conduct must also be signed and handed to the BCO.



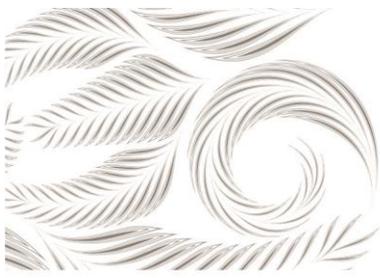
- 9.2. The contractor is obliged to notify and correct any deviation to the approved building plan prior to commencement of any building works affected by this deviation, which shall be submitted to the ODRC for approval.
- 9.3. Prior to completion of building for occupation the contractor is to certify that the project has been completed in strict accordance to the approved building plans. He is also required to have a registered Land Surveyor certify the final height of the highest point of the apex of structure above NGL. (Natural ground levels (NGL) are considered as the levels documented on existing contours of each erf when it was sold)
- 9.4. Breach: The Contractor will be denied access to the Estate until the above documentation is in place and/or a penalty as contemplated above will be levied.
- 9.5. The Contractor acknowledges that he is working in an environmentally sensitive development in a declared Sensitive Coastal Area (SCA) and agrees to conform to all SCA regulations and environmental controls specified in the Environmental Management Plan for the Development or as directed by the Environmental Control Officer (ECO) and the Environmental Manager (EM).

1.10. Setting out

- 10.1. The site area and setting out must be identified/confirmed by a registered surveyor as compliant with the Surveyor Generals diagram and the approved building plans all with the approval of the BCO. These setting out areas have to be predetermined and approved.
- 10.2. In the event of any deviation required, the necessary procedure through the relevant authorities needs to be followed. Additional pegs need to be put in place by the building contractor, between the four surveyed points of the site area. These are to be placed before the erection of the shade cloth barrier and are to remain in place until all landscaping is complete. These pegs are to provide a clear indication as to the site area boundary.
- 10.3. No activity is to take place beyond these pegs, they are to be retained for two months after completion.
- 10.4. Contractors' staff are not permitted to walk around on the Estate. This is termed as loitering and is a finable offence.
- 10.5. Breach: The necessary fines will be imposed and/or re-instatement of the vegetation to the destroyed or damaged area will be required. Persons found outside of their designated site area will be penalised.

1.11. Erosion control

- 11.1. The Contractor shall take all reasonable precautions to prevent soil erosion resulting from a diversion, restriction or increase in the flow of storm water or



water resulting from its operations and activities to the satisfaction of the BCO or EM.

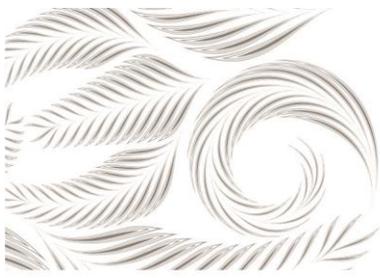
- 11.2. The Contractor shall ensure that site on steep slopes and the creation of steep slopes is kept to a minimum, thus reducing the potential for erosion. Where soil erosion does occur, the Contractor shall reinstate such areas to the satisfaction of the EM. The Contractor shall be responsible for rehabilitating all areas in such a way that erosion potential is minimised. Breach:
- 11.3. Failure to provide and maintain adequate measures will entitle the BCO/EM to employ an outside contractor to rectify the situation at the cost of the Contractor. A penalty may be imposed in addition to the correctional work carried out.

1.12. Contractor's camp

- 12.1. The Contractor's camp, offices and storage facilities shall not be located within an environmentally sensitive area.
- 12.2. The camp's position must be approved by the BCO and EM.
- 12.3. The camp must be fenced as agreed with the BCO.
- 12.4. Water from taps, sinks etc shall be discharged in a manner approved by the BCO and EM.

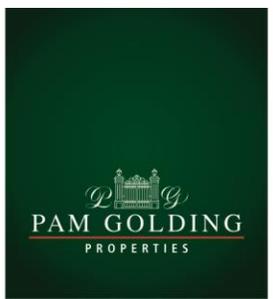
1.13. Building Contractor's Boards

- 13.1. The Building Contractor shall not erect signage other than on the Erf. The Building Contractor shall be obliged, at the expense of the said Building Contractor, to erect one signboard on the Erf in accordance with the dimensions and specifications with the approval of the Developer/HOA first had and obtained in writing. Such signage shall be strictly in accordance with the specification in terms of the size and content of the said signage as approved by the Developer/HOA.
- 13.2. Unless otherwise agreed to in writing by the Developer/HOA, the signage shall be limited to the Erf with the description and details of the Owner, Building Contractor, Architect and any further professional consultant as deemed necessary.
- 13.3. Furthermore, the signage shall contain the logo of Fernwood Private Security Estate which may be obtained from the advertising company employed by the Developer/HOA. Under no circumstances will any additional signage be permitted relative to suppliers or sub-Building contractors.



Fernwood

PRIVATE ESTATE



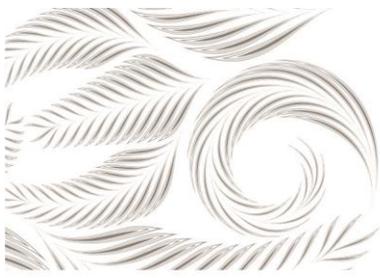
- 13.4. It is distinctly recorded that the Developer or HOA shall be sole arbiter of any dispute relative to the entire question of signage, the dimensions thereof, the information displayed thereon and material to be used in regard thereto.
- 13.5. Breach: Signboard not conforming to standard set by the DEVELOPER/HOA, R500.00 penalty.
- 13.6. Signboard to be erected within 2 weeks after construction started. Not conforming to the latter - R300.00 penalty.
- 13.7 Signage not kept in acceptable standard, R150.00 per day of infringement.

1.14. Building Certificate

- 14.1. The Building Contractor shall make application for a building certificate before any work will be allowed.
- 14.2. The certificate must be signed off by the HOA as the work progresses.
- 14.3. The certificate must be kept on site at all times for the inspection of the HOA.
- 14.4. Breach: If the Contractor fails to sign off any one of the stages as specified in the certificate, the works will be stopped and the Contractor will be fined R2 000,00.
- 14.5. If the certificate is not kept on site, the works will be stopped until the certificate is on the site.

1.15. Conservation area

- 15.1. The work undertaken by the Building Contractor shall in no way cause damage to any portion of the Conservation Area and shall not cause any inconvenience or nuisance to the residents.
- 15.2. Without detracting from the generality of the foregoing, the Building Contractor shall ensure that where the site borders the Conservation Area no vehicles will transgress onto the Conservation Area.
- 15.3. In particular, the Building Contractor acknowledges that access to the Development and the site shall be defined by the Developer / HOA from time to time. Dust resulting from or occasioned by construction/erection of improvements must be effectively controlled so that no interference is caused to activities on the Conservation Area.
- 15.4. Any contractor/sub-contractor and/or his employee found within the Agricultural buildings and/or trespassing on any part of the Conservation Area will be penalized to the amount of R2 500, 00.



- 15.5. Breaching of sub paragraph 16.1 will result in a penalty to the amount of R2 500,00 for the appropriate contactor, as well as the eviction of his employee from the estate.

1.16. Access control

- 16.1. The Building Contractor shall only use designated access assigned by the Developer / HOA for purpose of its work and delivery of materials, equipments and workers.
- 16.2. Where it is necessary to gain access across any paved roadway in the Development, or to travel on any portion of a paved roadway in the Development, vehicles are restricted to 6 (Six) cubic meters capacity and no articulated vehicles are allowed.
- 16.3. Articulated vehicles will be escorted by the Security at all times. The Building Contractor must contact security for collection of trucks after delivery.
- 16.4. The “Gate House” entrance to the Development is restricted to a headroom clearance of 2,40 (Two Comma Four Zero) meters, A delivery vehicle lane is provided at the Gate House and the Building Contractor is required to use such lane.
- 16.5. The Developer and/or the HOA shall at any time be entitled to impose controls with regard to access to the Development and to introduce such security measures as it considers to be necessary as a result of which the Developer / HOA shall be entitled to deny access to the Development to the Building Contractor, its employees or subcontractors, should the Developer / HOA consider the said persons to be in breach of such controls or security measures, in which event the Owner shall have no claim against the Developer and/or the HOA arising there from. The Developer or the HOA is required to give notice to the Building Contractor of any access control measures implemented.
- 16.6. Security personnel control access to the Estate and the contractor must at all times adhere to their security rules. Personnel must be transported by vehicle to the relevant sites and will not be allowed to walk from one area to another. The estate security must at all times record all contractors/sub-contractors and employees entrance to the estate.
- 16.7. At no time may the Building Contractor prevent the security personnel from performing their duties and at no time may security personnel be threatened by the Building Contractor, its employees or sub-contractors. Breach:
- 16.8. Any employee of the Building Contractor or any sub-contractor not adhering to the access control will be penalized with a R1000,00 penalty.



- 16.9. Any employee the Building Contractor or its sub-contractors walking around on site will be penalized with a R500,00 per person/per transgression.
- 16.10. Threatening of any Security Personnel will be viewed as a serious breach and the penalty for such a breach will amount to a fine of R2 500,00 for the Building Contractor and expulsion of the perpetrator from the Estate.

1.17. Traffic control

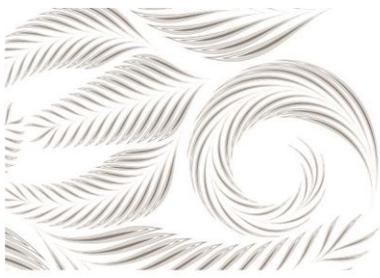
- 17.1. For security and safety reasons the speed limit on the Estate for all Building Contractors vehicles is 40km/h.
- 17.2. No contractors, sub-contractors, employee and/or delivery vehicles entering the estate will be allowed to be overloaded with personnel or material. No personnel will be allowed to hang on to any moving vehicle or other equipment
- 17.3. The contractor is responsible for all his employees, sub-contractors and delivery vehicles to ensure adherence to these rules. Breach
- 17.4. Failure to adhere to the traffic rules will result in a written notification to the offender, All violations will be logged. Repeated offenders will be penalized and denied access to the Estate. In addition, the Contractor will be fined R500, 00 per offence.

1.18. Vehicles and access roads

- 18.1. Site vehicles shall only be permitted on existing concrete strip roads to the site as required to complete their specific tasks. No vehicles will be allowed on natural areas or on adjoining stands. The safety of other road users must be ensured at all times. All vehicles must be roadworthy. A maximum speed limit of 40kph must be observed anywhere on site. The Contractor shall prevent public access to the construction site.
- 18.2. Breach: R500.00 will be charged per transgression. Speeding fines will be imposed. All damage is to be fixed by the original Fernwood Estate civil contractor at the cost of the responsible contractor. This will result in deductions from the pavement deposit.
- 18.3. **All construction vehicles to use the road Entrance and not drive through the Development.**

1.19. Vehicle sizes

- 19.1. The maximum size vehicle that can be accommodated on the Estate roads is 30tonnes (a fully laden 6m3 concrete truck is 25 tonnes). The maximum length is



10 meters, the maximum wheelbase is 7.5 meters and the maximum track is 2.6 meters. No articulated vehicles are permitted.

1.20. Vehicle identification

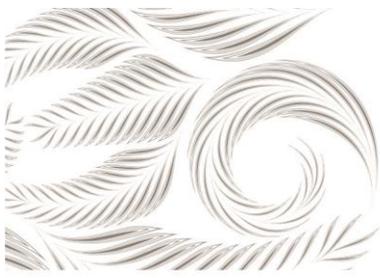
- 20.1. The Contractor's vehicles shall require or access sticker. The sticker must be attached to the windscreen of each vehicle. The vehicle identification system will be implemented and controlled by the Developer/Security Company. The cost of the identification or access sticker will be included in the Induction Course, however, replacement stickers will cost R50.00 (VAT inclusive) each which amount may be revised from time to time at the sole discretion of the Developer. Vehicles without identification stickers will be denied access to the Development.

1.21. Roads and road verges

- 21.1. Contractors shall ensure that the road in front of their building site is at all times swept clean. This minimizes damage and ensures longevity of the road surface.
- 21.2. Contractors shall ensure that the kerbs and paved verges in front of their building sites are adequately protected from damage by the building operations.
- 21.3. Building material shall be stored on the Erf. Special permission may be obtained from Fernwood Private Security Estate Management, whom on behalf of the contractor will seek permission from the appropriate erf owner, to neatly store some material on the road verge directly in front and/or opposite the building site.
- 21.4. Breach: The Building Contractor will be penalized with R150,00 per day for not conforming to paragraph 14.1 above.
- 21.5. The Building Contractor will be fined R500,00 should it fail to store any material or other items on the Erf or any erf without the proper authorization.

1.22. Deliveries to Contractors

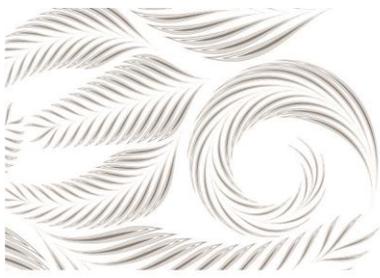
- 22.1. No delivery is allowed on the Estate on Saturdays and Sundays or Public Holidays and before 07h30 and after 17h00 from Monday to Friday. The Contractor must arrange this with his suppliers.
- 22.2. Contractors will at all times be responsible for the adherence to this Code by delivery personnel. All orders must include the Developer's erf number on the delivery note.
- 22.3. Deliveries to the building site may take place only from the road frontage of the site.



- 22.4. All delivery vehicles shall leave the Development once the delivery is complete.
- 22.5. No building material may be off-loaded or stored on any sidewalk or roadway within the Development.
- 22.6. Delivery vehicles may not be parked unattended upon any roadway, sidewalk or parking bays in the Development.
- 22.7. Any diesel or oil spillage caused by any construction or delivery vehicle on any roadway or sidewalk shall immediately be cleaned by the Contractor.
- 22.8. For removal of material, plant and equipment from the Estate, the same restrictions as noted above are applicable.
- 22.9. It is the Contractor's responsibility to inform all delivery drivers/companies of the Code of Conduct requirements that are applicable to them.
- 22.10. The Contractor must ensure that the delivery drivers keep to the speed limit of 40km/h.
- 22.11. The Contractor is responsible for any damage caused by delivery drivers.
- 22.12. Deliveries are to be supervised by Contractor personnel on site with total understanding of the Code of Conduct.
- 22.13. The mixing of building materials must occur within the confines of the Erf. If any spillage of building material occurs on any paved roadway or sidewalk in the Development the Building Contractor is responsible for ensuring that such spillage is immediately cleaned.

Concrete deliveries:

- 22.14. The delivery of concrete has the potential of cause the most damage to the road surfaces and landscape vegetation of all material suppliers. It is therefore important that these deliveries are handled with particular care.
- 22.15. It is the responsibility of the specific contractor to inform the suppliers of concrete of the existing rules regarding concrete deliveries.
- 22.16. Contractors must ensure that suppliers of concrete are informed of the exact address where a delivery has to be made.
- 22.17. Any spillage from the concrete truck onto road surfaces is to be wiped away with a broom and washed off with water before concrete reaches its initial set.
- 22.18. Aggregate is to be removed from road surfaces.



- 22.19. No spillage or mixing of mortar or concrete is permitted on any road surface, or outside the site area.
- 22.20. The washing off of concrete delivery vehicles must take place within the confines of the building site and spillage and runoff contained within this site.
- 22.21. Under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road if it occurs.
- 22.22. Breach: Concrete deliverers who are not informed of the exact delivery address will be refused access to the Estate.
- 22.23. Drivers found contravening the code of conduct and existing regulations will be escorted off the estate and refused re-entry.
- 22.24. Any damage incurred by concrete trucks will result in a penalty of R500,00 for the appropriate contractor.
- 22.25. R2000.00 will be charged per transgression.
- 22.26. Speeding fines will be imposed.
- 22.27. All damage is to be fixed by the original Fernwood Estate civil contractor at the cost of the responsible contractor. This will result in deductions from the deposit.

1.23. Sheds/huts for material storage

- 23.1. The Contractor must store all building materials within the site area.
- 23.2. Materials may not be stored on the road surfaces and roadsides, access to adjoining properties and driveways in existence must be kept clear at all times.
- 23.3. No raw galvanised iron huts are allowed on the site. The Contractor must make use of a container for offices and stores, these shall be painted in a charcoal or grey colour.
- 23.4. Breach: The Contractor will be instructed to remove any structure not conforming to this regulation.

1.24. Conduct

- 24.1. The conduct of Contractors, Sub-Contractors and their personnel should be exemplary at all times. The Contractor is at all times responsible for their Sub-Contractors and employees whilst on the Estate.



1.25. Temporary accommodation

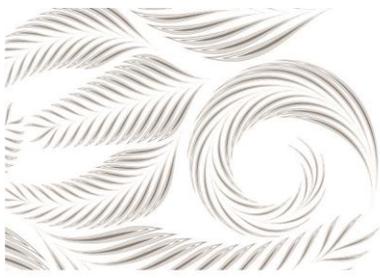
25.1. No temporary accommodation is available or may be erected on site.

1.26. Control of labour

- 26.1. Throughout the construction/erection of the improvements, the Building Contractor is responsible for the discipline and control of his employees and/or sub-Building contractors and is responsible for any damage caused to any part of the Development by any supplier of materials or any other person instructed by or employed by the Building Contractor and/or sub-Building contractors in respect of the work undertaken on the Erf.
- 26.2. If, when the construction/erection of the improvements occurs, there are existing dwellings on adjacent immovable properties the Building Contractor shall make every endeavour to respect the privacy of the residents of such dwellings and generally to cause least inconvenience to such persons.
- 26.3. Night watchmen will be allowed on the Erf during the construction / erection of the improvements. The Building Contractor must make adequate provision for ablution and housing for such a watchman. The said watchman must conform to the countries' laws in this regard. The Building Contractor shall be responsible for the policing of this regulation.
- 26.4. Contractors are to ensure that sub-contractors, employees are confined to the ERF. At no time will they be allowed to leave the Erf during breaks, etc.
- 26.5. Vehicles are confined to the specific Erf where contractors are at work. Where no parking space is available vehicles will be parked in such a way that it does not cause any obstacle to other road users Vehicles will not be allowed to be parked on open spaces and/or on any part of the Conservation Area.

1.27. Staff identification

- 27.1. The Contractor and all his personnel shall be required to wear identification tags as per issued to each individual at induction, at all times while on the Development. The identification tags must be visible at all times.
- 27.2. The identification system will be implemented and controlled by the Developer and the Security Company.
- 27.3. The cost of the identification tags will be included in the cost of the Induction Course, however replacement tags will cost R50.00 (VAT inclusive) each, the amount may be revised from time to time at the sole discretion of the Developer. Parties without identification tags will be denied access to the Development.
- 27.4. Building Contractors and their subcontractors will need to adhere to the Bib Identification system. This will cost an additional R30.00 per person.



1.28. Use of intoxication substances during working hours

- 28.1. The use of intoxicating substances such as alcohol or drugs is strictly prohibited. Intoxicated staff will not be permitted onto the estate.
- 28.2. Breach: The offending person(s) will be removed from site and will not be allowed back.

1.29. Privacy of neighbouring properties

- 29.1. When building on a site where the neighbouring property is being or completely developed the Contractor must screen the building site from the neighbouring property by using at least 1.8m high 90% black shade cloth, maintaining it for the duration of his contract or until the landscaping is completed.
- 29.2. Breach: The Contractor will not be permitted to start building work until his condition is met.

1.30. Privacy and rights of residents

- 30.1. The Contractor, his employees, Sub-Contractors or Suppliers may not do anything which in the opinion of the Developer is noisy, unsightly, injurious, objectionable, detrimental, a public or Security nuisance, a source of damage or site to any owner, tenant or occupier of any Erf in the Development.

1.31. Hours of work

Working hours on the Estate are as follows: Monday to Friday: 07h00 to 18h00
Saturday: 07h00 to 14h30, with special permission from BCO. No work is allowed on Sundays and Public Holidays or during the official Builders' Annual Holidays. Breach: Anybody found on the property outside of permitted working hours, the Contractor's personnel will be escorted from the Estate by the Estate's security. In addition the Contractor will be fined R2000.00 per transgression.

1.32. Watchman

No employees will be allowed to remain on site outside permitted working hours. Breach: Same as per Point 31 above.

1.33. Construction

- 33.1. Earthmoving
Stockpiling of Topsoil Materials:



33.1.1. The Contractor shall temporarily stockpile topsoil materials in such a way that the spread of materials is minimised and thus the impact on the natural vegetation reduced. The stockpiles must be placed within the site area.

33.1.2. Any excess topsoil is to be carted, at the expense of the contractor, to a designated stockpile area as indicated by EM. No topsoil is to be removed from the estate without approval from the EM.

33.1.3. Breach: Failure to comply with the above may result in a penalty being issued.

33.2. Bulk Earthworks

33.2.1. All spoil material is to be carted off site by the contractor, at their own cost, to recognised dump sites, unless otherwise specified by the EM. Notice must be given to the BCO when the operation commences. No spoil material is to be dumped anywhere on the estate without the approval of the ECO/EM.

33.2.2. The contractor must ensure the timeous removal of all excess material to ensure that no such material are trapped, as access cannot be given other than from the site area. Access across the erf will not be given. Correct planning in this regard must be exercised.

33.2.3. Breach: Fines will be issued for illegal dumping or the contractor may be requested to remove the material from site.

33.3. House Construction

33.3.1. It is the contractors responsibility that all activities relating to the house construction must adhere to the specifications as set out in the EMP with specific reference to Item 6.2.1 thereof. This relates to all staff, personnel, storage areas and stockpiles.

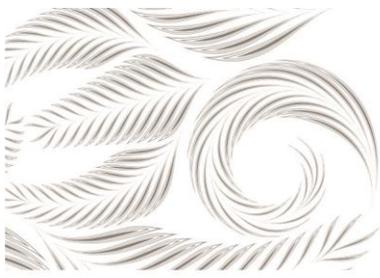
Breach:

33.3.2. Work by the Contractor will be stopped until the problem is rectified. A fine of R2000.00 per transgression will be payable before work can re-start.

33.4. Deviation from approved plans

33.4.1. It is the owner/architect/contractor responsibility to clear in writing any deviation from the Fernwood Estate/ Knysna Municipal Approved Plans, prior to them being implemented, with the Fernwood Estate Design Review Panel. Fines and stoppage of work on site are contemplated until the deviation has been resolved.

33.5. Fencing



Fernwood

PRIVATE ESTATE



- 33.5.1. Before commencing of any construction or land clearing work, the footprint of the work must be identified in consultation with the BCO. This footprint must then be clearly fenced with black shade cloth (90 percent density) to a minimum height of 1m on all sides of the site areas. Nobody will be allowed to leave the demarcated area.
- 33.6. **Blasting**
- 33.6.1 No conventional blasting will be allowed. Where required, rock-breaking techniques must be employed to the satisfaction of the BCO.
- 33.7. Excavation for foundations and/or walls adjoining paved roadways and/or sidewalks must be undertaken with caution and, in particular, the paved roadway/sidewalk must be protected and supported during excavations. Any damage caused to the paved roadway/sidewalk must be made good by the Building Contractor immediately once the damage becomes evident.
- 33.8. All refuse must be collected daily and placed in bags and removed from the Development regularly or placed in waste bins (must have properly fitted lids) supplied by the Building Contractor at the Building Contractors cost. Without detracting from the generality of the a foregoing, the Building Contractor specifically acknowledges that all empty cement bags, plastic and other loose material must be removed from the Development so as not to contaminate the Conservation Area, the dams and wetlands.
- 33.9. The Building Contractor shall ensure that all building rubble is removed on a weekly basis or as otherwise required by the Developer/HDA.
- 33.10. Excavation of foundation soil may be dumped within the estate, in an area, which specifically was allocated by the Developer.
- 33.11. The Building Contractor shall generally ensure that the Erf is at all times kept neat and free of litter or other unsightly waste.
- 33.12. If the Building Contractor fails to keep the Erf in an acceptably tidy state or fails to have the rubble removed, then the Developer and/or the HOA shall, without prejudice to its other rights, have the right to clean the site and/or remove the rubble the costs whereof shall be for the account of the Building Contractor.
- 33.13. Under no circumstances will the dumping of any building material or rubble be permitted on any portion of the Development, including the Conservation Area or any surrounding area and the Building Contractor is required to make his own arrangements for disposing of materials at a spoil site off the Development.
- 33.14. Throughout the construction/erection of the improvements effective dust control measures must be implemented by the Building Contractor
- 33.15. All activities relating to the house construction must be confined to within the Erf boundary where construction is taking place. This relates to location of staff, placing of storage bins etc.



- 33.16. The Building Contractor will be expected to keep the appearance of his building site neat and tidy at all times. Litter must be removed from the site on a daily basis. No litter may be stored or mixed in amongst building rubble. Should the Building Contractor not comply with the removal of building rubble, the rubble will be removed by an outside contractor and the costs thereof claimed from the Building Contractor. The Building Contractor will be denied access to the Development such costs have been paid in full.
- 33.17. Washing of vehicles and equipment will not be allowed on the Development and must be carried out elsewhere.
- 33.18. No fires will be allowed on any part of the Development. Fire extinguishers are required to be on the ERF site at all times.
- 33.19. The Building Contractor will be required to screen of the Erf with a 1,8m high black shade netting screen or any other form of boarding (minimum requirement is a density of 75fo)as determined by he Developer/HOA in the following circumstances, (i) where there is no screening between the Erf under construction and the adjacent property, (ii) where the Erf is not in an acceptable standard of tidiness determined by the Developer/HOA.
- Breach:
- 33.20. No waste bins on site — R1000, 00 penalty.
- 33.21. Waste bin not complying to regulations — R500, 00 penalty.
- 33.22. Overflowing waste bins — R500, 00 penalties.
- 33.23. Refuse dumped in Estate skip and/or other place within the estate — R1000,00 penalty.
- 33.24. Dumping building waste in estate skips — R1500, 00 penalties.
- 33.25. Dumping excavation soil in a place other than the allocated area R2 000, 00 penalty. En not kept in an acceptable tidy state — R500, 00 per day.

1.34. Services

- 34.1. WATER The Building Contractor will obtain water for the work to be undertaken on the En from the water connection on the Erf. If not available, the Contractor shall provide water for drinking and construction purposes until such time as it is available from the local system. Under no circumstances may the Building Contractor interfere with any water supply to the Conservation Area or to the Development.
- 34.2. SEWERS



- 34.2.1 A boundary sewer connection has been provided for the Erf into which the Building Contractor is required to connect the sewer system for the improvements.
- 34.2.2. The Building Contractor may not dispose of any building material, contaminated water rubbish into the sewer system.

1.35. Surface and groundwater pollution

- 35.1. The Contractor shall take all reasonable steps to prevent pollution of surface and groundwater as a result of his activities. Such pollution could result from release (accidental or otherwise) of chemicals (paint), oils, fuel, sewage, construction water or waste products. Cement and building waste must be placed in an approved bin. All waste must be regularly removed from site to an approved area.
- 35.2. Any refuelling of machinery is to take place under adequate spill prevention measures to prevent leakages. A commonly used method is to use a “trap” filled with sand. The sand in the trap must be replaced regularly and its contents disposed of offsite at an appropriate waste disposal facility. The cost and any clean-up will be for the account of the contractor.
- 35.3. The Contractor shall provide water for staff on site. In the event of any pollution entering any water courses the Contractor shall inform the EM immediately.

Breach:

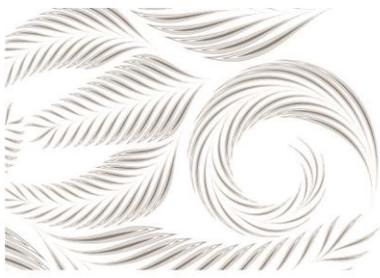
- 35.4. Failure to provide and maintain adequate measures will entitle the EM to employ an outside contractor to rectify the situation at the Contractors expense.

1.36. Stormwater

- 36.1. The Building Contractor may not dispose of any building material, contaminated water or rubbish into the neither storm water system nor may the Building Contractor wash paint or cement based products into the storm water system or onto landscaped and paved areas.
- 36.2. Breach: The breaching of paragraphs 191; 19.2 and 19.3 will result in a penalty been incurred to the value of R2500, .00.

The following as listed by EIR (2002) must also be implemented:

- Construction must take place under the guidelines of an EMP
- The natural storm water runoff patterns must be maintained as far as practically possible.
- Potential storm water erosion must be attenuated by a system of gabion/reno mattress dissipaters at all storm water discharge outlets.



- Should it be required by future circumstances, planted wetland areas can be used to substantially improve the quality of the storm water runoff and the environmental acceptance in the area.
- Regular monitoring of storm water outlets and river courses during and after rain events (specifically during construction).

1.37. Fuel & chemical management

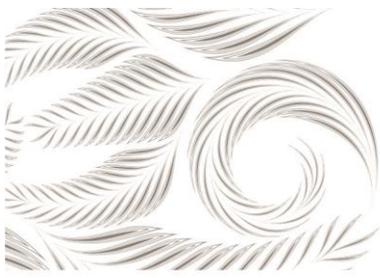
- 37.1. The Contractor shall ensure that fuels and chemicals (eg drums of fuel, grease, oil, brake fluid, hydraulic fluid) are stored and handled so as to minimise the risk of spillage and that appropriate steps are taken to prevent the pollution in the event of a spill. All fuel, oil, chemicals etc. shall be confined to specific and secured areas within areas of low environmental importance within the construction sites, and in a way that does not pose danger of pollution. These substances must be stored in a bonded area with adequate containment (at least 1,5 times the volume of fuel) for potential spills or leaks. Fuel dispensers shall be hung within the bonded area while not in use. Gas and fuel shall not be stored in the same storage area.
- 37.2. The Contractor shall stand any equipment that may leak and does not have to be transported regularly, on watertight drip trays to catch any pollutants. The drip trays shall be of a size that the equipment can be placed inside it. Drip trays shall be cleaned regularly and shall not be allowed to overflow. This waste is to be removed from site.
- 37.3. The Contractor is responsible for the cleaning-up of any fuel, chemical and hazardous substance spillage caused by the Contractor. Any such spillage must be reported to the EM immediately. The Contractor shall also ensure that rainwater does not run off areas containing cement, oil, diesel etc. and thus result in a pollution threat.

Breach:

- 37.4. Failure to contain fuels and chemicals adequately will result in penalties being issued to contractors. The contractor will be responsible for all costs incurred due to any clean-up operations required due to pollution. Additional penalties in this regard may be issued.

1.38. Toilets/latrine facilities

- 38.1. Prior to commencement of the construction/erection of the improvements and throughout the duration of the work, the Building Contractor shall provide a suitable and properly operational water borne or chemical toilet (green coloured) on the Erf.
- 38.2. Minimum of 1 toilet per 15 people.
- 38.3. The Contractor shall be responsible for providing all sanitary arrangements for the staff on site. The toilets shall be of neat construction and shall be provided



with doors and locks and shall be secured to prevent them from blowing over (only chemical toilets are to be used). All temporary toilets are to be adequately screened from view by 1.8 meter high black 90 percent density shade cloth. Use of Estate sewage systems is forbidden. The Contractor shall keep the toilets in a clean, neat and hygienic condition. The Contractor shall supply toilet paper at all toilets. The Contractor shall be responsible for the cleaning, maintenance, servicing and emptying of the toilets on a regular basis.

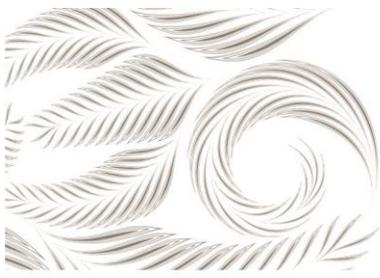
- 38.4. The Contractor shall ensure that the toilets are emptied before the builders' or other holidays and the waste be stored and disposed of at an appropriate place off site. The Contractor shall ensure that no spillage occurs when the toilets are cleaned and emptied.
- 38.5 .Any worker (employee of the Building Contractor/Sub-Building contractor/s or invitees) found relieving himself in any area other than the supplied toilet will, upon request by the Developer and/or the HOA be removed from the Development by the Building Contractor and shall be barred from returning to the Development.

Breach:

- 38.6. Latrine facilities found not to conform to the clause 20 will result in a penalty of a R1000,00.
- 38.7. The Contractor will be denied access to the Estate until such time as he complies with this regulation.
- 38.8. Any person found doing ablutions other than in the toilet provided will be permanently barred entry to the Estate, and the contractor will be fined.

1.39. Refuse

- 39.1. Refuse shall be disposed of at an approved waste site (site and method to be agreed with Local Authority). Refuse shall not be burnt or buried on or near the site.
- 39.2. The Contractor shall provide labourers to clean-up the Contractor's camp and site on a daily basis. The Contractor shall also clean the Contractor's camp and site of all structures, equipment, residual litter and building materials at the end of the contract.
- 39.3. Refuse refers to all solid waste, including building rubble (i.e. cement bags, wrapping materials etc), waste and surplus food, food packaging, organic waste etc.



- 39.4 .The Contractor shall ensure that all refuse is deposited in refuse bins, which he shall supply and arrange to be emptied on a regular basis.
- 39.5. Refuse bins shall be of such design that the refuse cannot be blown out and that animals are not attracted to the waste and cannot spread it around.
- 39.6. Refuse bins shall be water tight, wind-proof and scavenger proof.
- 39.7. No combustible material may be burnt on the estate.

Breach:

- 39.8. Failure to keep areas refuse-free, will entitle the BCO/EM to employ an outside contractor to rectify the situation at the cost of the contractor.

1.40. Noise control

- 40.1. The Contractor shall contain noise levels as far as possible during construction activities and familiarize himself with, and adhere to, any local by-laws and regulations regarding the generation of noise.

1.41. Dust control

- 41.1. The Contractor shall implement appropriate measures to minimize the generation of dust or windblown sand as a result of his work, operations and activities to the satisfaction of the BCO. Particular attention shall be paid to preventing dust generation during earth moving and stockpiling activities.
- 41.2. Dust control measures could include regular and effective treatment of working areas (where necessary) using water sprays. The Contractor shall take appropriate precautions to limit run-off. The Contractor shall ensure that no materials escape from the transport vehicles by providing adequate covering to confine the material during transport. Any spillage will be cleaned by the contractor to the satisfaction of the BCO. Failure to do so will entitle the BCO to employ an outside contractor to rectify the situation at the cost of the contractor.

1.42. Fires

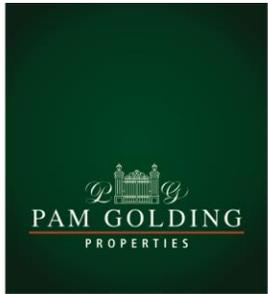
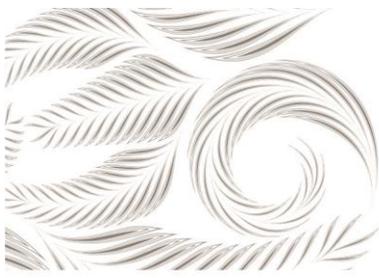
- 42.1. There is a high risk of fires in the area, particularly during the dry summer months and periods of high wind velocities. The Contractor shall take all reasonable and active steps to avoid increasing this risk. No open fires or naked flames for heating or cooking shall be allowed on site. Electrical equipment shall only be permitted in the Contractor's camp and never be left unattended. The Contractor shall ensure that all personnel are aware of the fire risk and the need to extinguish cigarettes before disposal. The



- 42.2. Contractor should have the relevant fire extinguisher on site and ensure that all personnel are taught how to use it.
- 42.3. No burning of waste on any part of the Estate is permitted (including the building site).
- 42.4. The Contractor shall identify the authorities responsible for fighting fires in the area as well as the developer and shall liaise with them regarding procedures should a fire start. The Contractor shall ensure that his staff are aware of the fire danger at all times and are aware of the procedure to be followed in the event of a fire. The Contractor shall also ensure that all the necessary telephone numbers etc. are posted at conspicuous and relevant locations. The
- 42.5. Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it.
- 42.6. The fire danger is also very high on the site due to the type of vegetation that naturally occurs. This is further aggravated by removal of the pine and gum plantations as part of the rehabilitation plan. Smoking will only be allowed in designated areas. No cigarette butts may be dropped anywhere on site.
- 42.7. Breach: The Contractor will be fined R10,000.00 for each offence. The Contractor will be held legally and financially responsible for any damage caused by breach of this regulation.

1.43. Fauna & flora

- 43.1. FAUNA
 - 43.1.1. Construction areas must be checked for animal life. In the event that wildlife is present on the site, please inform the EM immediately.
 - 43.1.2. No fauna may be harmed or killed. Most animals will move away naturally except possibly snakes and tortoises.
 - 43.1.3. No domestic pets are allowed on site. Any problems must be reported to the EM. Setting of snares will be regarded as a serious offence
 - 43.1.4. Breach:
Offenders will be immediately and permanently removed from the site and the Contractors will be held legally and financially responsible for any loss caused by breach of this regulation.



43.2.FLORA

- 43.2.1. The Building Contractor shall ensure that the construction/erection of the improvements in no way causes damage to trees, vegetation or landscaping on the Development and/or the Conservation Area and he shall take steps to protect such trees and vegetation, where necessary. Should the Building Contractor cause any such damage, the Building Contractor shall be liable for costs to remedy such damage.
- 43.2.2. Access by any of the Contractor’s staff outside this demarcated area is prohibited. No construction equipment or activity will be allowed outside the demarcated area.
- 43.2.3. All alien vegetation in the site area can be removed without permission. However, any indigenous vegetation must be rescued by informing the EM who will indicate measures for removal. The aim is to ensure that any endangered and valuable species on the site is rescued prior to commencement of work.
- 43.2.4. Breach: Work by the Contractor will be stopped and not permitted to start until the EM is satisfied that the plant rescue operation is properly completed. A fine will be payable if this is not adhered to.

1.44. Owner

44.1. The Owner undertakes to co-operate fully with the Building Contractor, the Architect and the Developer/HOA to ensure that the spirit and intent of this Agreement are complied with.

44.2. The Owner acknowledges that he has employed the Building Contractor and the Architect and is responsible to ensure compliance with this Agreement as well as the Guidelines and any rules made in terms thereof from time to time.

1.45. Domicilium I Notices

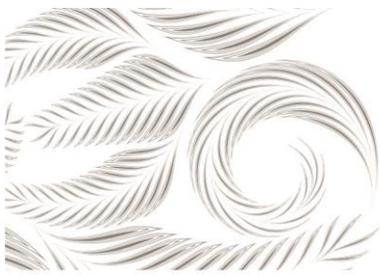
45.1. The parties choose as their domicilia citandi et executandi for all-purpose under this Agreement, whether in respect of Court process, notices or other documents or communications of whatsoever nature, the following addresses:

45.2. Developer: _____.

TEL _____ email _____.

45.3. Owner: _____.

TEL _____ email _____.



45.5. Architect: _____.

TEL _____ email _____.

45.6. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give such notice or communication by email.

45.7. Any notice to a party.

45.7.1 Sent by prepaid registered post in a correctly addressed envelope to its domicilium citandi et executandi shall be deemed to have been received on the fourth day after posting (unless the contrary is proved):

45.7.2 Delivered by hand to a responsible person during ordinary business hours at its domicilium citandi et executandi shall be deemed to have been received on the day of delivery:

45.7.3 Sent by telegram shall be deemed to have been received on the first day after the date of dispatch (unless the contrary is proved):

45.7.4 Sent by email during normal working hours to the email address specified herein for the addressee shall be deemed to have been received by the addressee 4 (Four) hours after the time of transmission or within 12 (Twelve) hours of transmission where it is transmitted outside business hours.

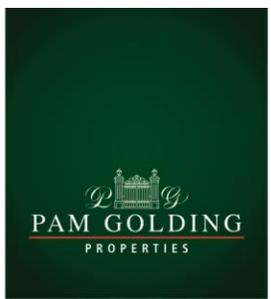
45.7.5 Any of the parties referred to in clause 45.2 may, by notice in writing to the other parties, alter its address set out above to another address in the Republic of South Africa provided such other address may not be a post office box or post restante and provided that such alteration shall not be effective until 7 (Seven) days after it has been received.

45.7.6 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to such party notwithstanding that it was not sent to or delivered at the domicilium citandi et executandi.

1.46. Breach

46.1. In the event of the Owner/Building Contractor (inclusive of its employees or sub-contractors) breaching any of the provisions of this Agreement then and in such event the Developer and/or the HOA shall be entitled to all or any of the following relief:

46.2. to deny the Building Contractor, its employees and/or sub-contractors access to the Development:



- 46.3. to cancel this Agreement, in which event the Building Contractor shall not be entitled to continue construction on the Erf.
- 46.4. to hold the Owner/Building Contractor liable and to claim from them the cost of reinstatement of any damage caused by them within the Development, as determined in terms hereof: and
- 46.5. impose upon the Building Contractor any of the fines referred to hereinbefore and should the Building Contractor fail to pay such fines, to deny the Building Contractor, its employees and its sub-contractors access to the Ed and the Development.
- 46.6. Should the Developer and/or the HOA take steps against the Owner/Building Contractor pursuant to a breach of this Agreement, the Developer or the HOA (as the case may be) shall, in addition to the rights aforementioned, be entitled to recover from the Owner/Building Contractor all the legal costs calculated as between attorney and own client.
- 46.7. In the event of the Developer and/or HOA exercising its rights in terms of this agreement, including the denial of access to the Building Contractor, its employees or sub-contractors to the Erf or the Development, then any in such event the OWNER, Building Contractor and its sub-contractors shall have no claim of any nature whatsoever against the Developer and HOA.

1.47. Indulgences

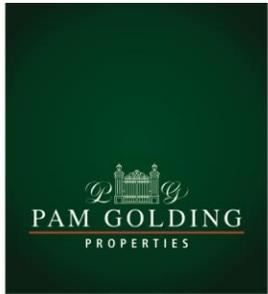
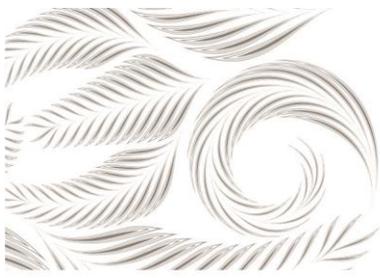
- 47.1. No extension of time or indulgence granted by the Developer and/or the HOA (as applicable) to the Building Contractor and/or the Owner shall be deemed in any way to affect, prejudice or derogate from the rights of the Developer or the HOA (as applicable) in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder or a notation of this Agreement.

1.48. Insurance

Contractors are required to take out all-risks and public liability insurance cover. A copy as proof thereof to be lodged with the BCO.

1.49. Commencement

A signed copy of this Code of Conduct accompanied by a signed Contractor Site Access Checklist must be presented to the Developer before the commencement of any activities.



1.50. Labour statistics

Each contractor will submit his/her labour statistics to the PPE site office as per layout provided, on a monthly basis. This must be done by the 25th day of each month.

1.51. Acceptance

This Code of Conduct is hereby accepted unconditionally by the undersigned Contractor. The Developer is hereby authorised to impose the punitive measures above. The Contractor hereby indemnifies the Developer and his Agents, Employees and Contractors against any cost or damages whatsoever arising from actions taken by the implementation of this Code of Conduct and against any loss caused by breach of this Code of Conduct.

Contractors Name: _____.

Postal Address: _____.

Physical Address: _____.

Telephone Number: _____.

Cell phone Number: _____.

Fax Number: _____.

E-mail Address: _____.

For and on behalf of the Contractor

PRINT NAME: _____.

WITNESS: DATE:

WITNESS: DATE:

SIGNED: _____ DATE: _____

For and on behalf of the Developer

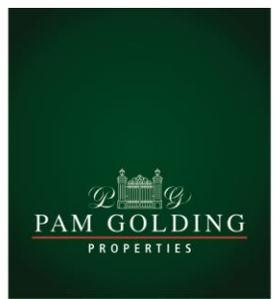
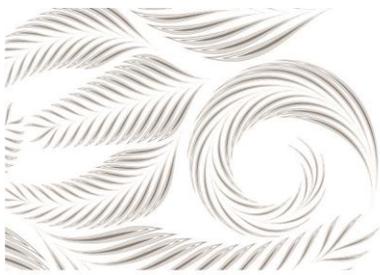
PRINT NAME: : _____.

WITNESS: DATE:

WITNESS: DATE:

SIGNED: _____ DATE: _____

For and on behalf of Fernwood Estate Security Estate



2. Contractor Action List for commencement.

The following items must be completed and in place to enable the main construction activity to commence. The sequence below should be followed (top to bottom). No construction activities (except driveways) may commence without the approval of the BCO.

Name of Owner:

Name of Architect:

Name of Contractor:

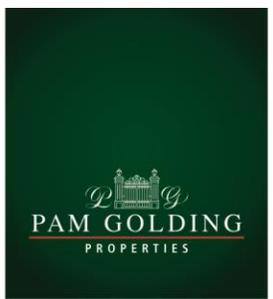
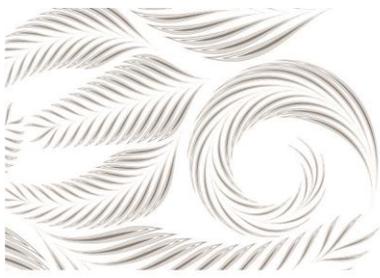
ERF Number:

Requirements:

- ✓ Identify site, site area, and setting out with approved surveyor and liaise with BCO.
- ✓ Demarcate site area with danger tape and place additional pegs between four corners.
- ✓ Contact Fernwood Estate Nursery to do search and rescue ?: tel?
- ✓ Erect shade cloth fence around site area.
- ✓ Contact EM for clearance on previous activities ?: tel?
- ✓ Contact EM and BCO for a clearance certificate.
- ✓ Construct driveway and erect site signage board. Liaise with BCO.
- ✓ Main construction activity may commence as soon as the above has been passed by the BCO.

BCO _____ CONTRACTOR _____.

EM _____ Date _____.



FERNWOOD PRIVATE SECURITY ESTATE CLEARANCE CERTIFICATE

Erf Number: _____.

Owner: _____.

Builder: _____.

Estate Manager (Signed):
_____.

Date: _____.

Herewith, Fernwood Private Security Estate acknowledges that the abovementioned dwelling is ready for occupation.