

STEINHOFF INDUSTRIAL PARK GEORGE PROPERTY OWNERS ASSOCIATION CONTRACTORS CODE OF CONDUCT AND UNDERTAKING TO COMPLY

Steinhoff Industrial Park George Property Owners Association (SIPGPOA) adopted the following “Contractors Code of Conduct” in terms of and in addition to the SIPGPOA Development Guidelines and Regulations.

All Owners/Architects/Contractors must comply with all the conditions imposed in the Development Guidelines and Regulations, incorporating the Building Plan Submission Requirements and Building Controls during Construction and Guidelines and Regulations. Promulgated in terms of the Constitution of SIPGPOA in compliance with the conditions of approval (imposed by the Local Authority when approving SIPG).

1. OBJECTIVES

To ensure

- 1.1 compliance with, and implementation SIPGPOA Development Guidelines and Regulation, building control Measures;
- 1.2 the least possible damage to
 - 1.2.1 the infrastructure of the SIPG,
 - 1.2.2 indigenous flora and fauna;
- 1.3 Construction and development are undertaken with due consideration to all environmental factors and security measures;
- 1.4 Where such damage occurs, provision is made for reinstatement;
- 1.5 Construction is undertaken with due consideration to the quality of life of other owners in SIPG in order not to compromise and/or inconvenience such other owners and;
- 1.6 Generally, that all construction work is undertaken in an orderly and harmonious manner; all of which the Owner, and Contractor accept to be in the best interests of the Development generally and specifically in respect of the Owner’s immediate neighbors.

2. ACCEPTANCE AND UNDERTAKING

To attain the aforesaid objectives, the Owner and Contractor bind themselves jointly and severally to fulfill and comply with all the obligations contained herein and in the S.I.P.G. development Guidelines , regulations and constitution and the SIPGPOA shall be entitled to monitor the provisions hereof and to take all reasonable steps to have any breach of such obligations rectified.

3. CONTRACTOR'S OBLIGATIONS PRIOR TO CONSTRUCTION (ADMINISTRATIVE)

The Contractor will be denied access to SIPG to commence construction until:

3.1 All provisions of this Code as well as the S.I.P.G. development guidelines and regulations have been complied with to the satisfaction of the SIPGPOA, and

3.2 The Contractor and SIPGPOA authorised representative have carried out a joint site inspection.

3.3 Approval of Building/Construction Plans;

The plans and specifications will only be approved if in the opinion of the SIPG they comply with the Guidelines and Regulation:

The SIPGPOA and the Local Authority prior to implementation must approve any changes to the final plans and specifications in writing;

All construction/erection of Improvements on the Erf must be executed in accordance with the approved Plans.

3.4 Approved Building/Construction Plan

A signed copy of the building/construction plans approved and by the Local Authority must be handed to the SIPGPOA, together with payments and signature as per the procedure information sheet Annexure "A" of this agreement. The obligation is on the owner to inform and supply the contractors with the Development Guidelines and Regulations.

Once work has commenced on the Erf it must be continued to completion, (unless in stages)without interruption or stoppage, other than during the Annual Builder's Holiday.

3.5 Contractors Induction Course

The Contractor, his employees, all sub-contractors, and their employees shall, prior to the commencement of any work and/or installation of any equipment, fixture and/or fitting of whatever nature on the Erf, attend a meeting to familiarise all parties concerned with regard to the Development Guidelines and Regulations pertaining to SIPG by the person appointed by the SIPGPOA.

Any Party, who has not attended the Induction Course, could be denied access to the SIPG.

3.6 Vehicle identification

All construction, passenger and/or commercial vehicles of contractors, sub-contractors and their authorised employees shall, at all times, while such vehicles are within the boundaries of SIPG, display a SIPG identification and

access card in the window of their vehicles. The cost of the identification sticker/card is R100.00 and R50 is refundable on completion of the contract.

The card must be displayed through the windscreen of every vehicle of a contractor on SIPG.

The vehicle identification system will be implemented, managed and controlled by the appointed security company in its sole discretion and in conjunction with SIPGPOA.

Vehicles without access and identification stickers will be denied access to the Development.

3.7 Insurance

The Owner shall, prior to the builder / contractor commencing work on their Erf ensure that they have proof of insurance policies to adequately cover the Contractors All Risks associated with the improvements; appropriate SASRIA and MVA cover, liability in respect of third parties for all motor vehicles having access to the Development and Public Liability Insurance cover to the value of R2.000 000.00 (Two Million Rand) per incident. The owner shall ensure that the contractors shall abide by the Health and Safety document 372.(Annexure "B")

3.8 Section 37(2)

This document must be signed by contractor and the association prior to construction. This document gives guidance to any LAND OWNER / OWNERS REPRESENTATIVE who manages any Contractor, including construction and restoration contractors, to comply with the required levels of SHE practice to ensure that all Contractors performing work for Steinhoff Industrial Park George Property Owners Association (SIPGPOA) work to a common safety standard.

4. CONTRACTORS OBLIGATIONS WHEN COMMENCING CONSTRUCTION

The contractor shall abide by the Development and Regulations Guidelines plus all contained in this document including;

4.1 Dust Control

The Contractor shall implement appropriate measures, to the satisfaction of the SIPGPOA to minimize damage to existing vegetation and to minimize the generation of dust or wind blown sand in other open areas of the Development resulting from improvement on the ERF.

4.2 Erosion Control

- 4.2.1 The Contractor shall be responsible for providing and maintaining protection against wash away and erosion damage throughout the duration of the construction/erection.
- 4.2.2 The Contractor undertakes to effect adequate measures to prevent any soil erosion by waste or storm water on or around the Erf on which improvements are being effected by him, for the Duration of the Contract.
- 4.2.3 The Contractor shall take whatever protective measures deemed necessary by the SIPGPOA in its sole discretion, to provide storm water and erosion control.

4.3 Excavation

- 4.3.1 Excavation for foundations and/or walls adjoining roadways and/or sidewalks must be undertaken with caution and, in particular, the roadway/sidewalk must be protected and supported during excavations.
- 4.3.2 Any damage caused to the roadway/sidewalk must be made good by the Contractor immediately the damage becomes evident.
- 4.3.3 No excavations or trenches outside the Erf boundary are permitted without the prior written consent of the SIPGPOA. Or there authorized representative.

4.4 Water

The Contractor will obtain water for the work to be undertaken on the Erf from the municipal water connection on the Erf. Application for connection is to be made through the Local Authority. Under no circumstances may the Contractor interfere with any water supply to the Development.

4.5 Sewers

A sewer connection has been provided for the Erf into which the Contractor is required to connect the sewer system for the improvements. Such connection may not take place until completion of the improvements and then only under supervision of the SIPGPOA.

The Contractor may not dispose of any building material, contaminated water or rubbish into the sewage system.

4.6 Storm water

The Contractor may not dispose of any building material, contaminated water or rubbish into the storm water system nor may the Contractor wash paint or cement based products into the storm water system or onto landscaped and paved/road areas.

The Contractor undertakes to ensure that no waste or contaminated water is permitted to run towards or into the waterways within or around the development.

4.7 Ablution facilities

- 4.7.1 The Contractor shall provide water and/or washing facilities for employees on the Erf. Water shall not be extracted from waterways for this purpose.
- 4.7.2 Prior to commencement of the construction / erection of the improvements and throughout the duration of the work, the contractor shall provide a suitable number of and properly operational chemical toilets on the ERF and shall ensure that such facilities are at all times maintained in a clean, hygienic and neat condition.
- 4.7.3 The entrances to all temporary toilets must be screened from view by a barrier constructed from 90% black shade cloth.
- 4.7.4 Use of the developments water borne sewage systems is forbidden.
- 4.7.5 Any worker (employee of the Contractor/sub-contractor/s or invitee) found doing ablutions in any area other than the supplied toilet will be fined and upon request by the POA, be removed from the development by the Contractor and shall be permanently barred from returning to the Development. See item 7 for schedule of fines.

4.8 Storage Shed / Site Hut

- 4.8.1 Temporary storage sheds or site huts of galvanised iron or timber and of a neat appearance are allowed on the Erf. The Contractor may also make use of shipping containers for offices and stores.
- 4.8.2 No other structures are permitted on the Erf unless they appear on the building/construction plans mentioned in clause 3.3 of this Agreement.
- 4.8.3 The POA may instruct the Contractor to remove any storage shed, site hut, office or store that in the sole opinion of the SIPGPOA is untidy or dilapidated.
- 4.8.4 Should the Contractor fail to remove the storage shed, site hut, office or store forthwith and to the satisfaction of the SIPGPOA, the SIPGPOA shall instruct an independent party to remove the structure, at the Contractor's cost.

- 4.8.5 The Contractor will be denied access to the Development until the costs in terms of Clause 4.8.4 have been paid.

4.9 Refuse Containers and Refuse Removal.

- 4.9.1 All refuse must be collected daily and deposited into a container, supplied by the Contractor at the Contractor's cost.
- 4.9.2 All containers must be of a design approved at the sole discretion of the SIPGPOA. The container must have a lid and be of such a nature that it cannot blow over and that refuse cannot escape from it.
- 4.9.3 The container must be regularly emptied and cleaned.
- 4.9.4 The Contractor shall ensure that all building rubble is removed on a weekly basis or as otherwise required by the SIPGPOA.
- 4.9.5 The Contractor shall generally ensure that the Erf is at all times kept neat and free of litter or other unsightly waste.
- 4.9.6 No burning of litter or open fires is permitted.
- 4.9.7 If the Contractor fails to keep the Erf in an acceptably tidy state or to have the rubble removed, to the satisfaction of the SIPGPOA, then the SIPGPOA shall, without prejudice to its further rights, have the right at the cost of the Contractor to clean the site and/or remove the rubble.
- 4.9.8 The Contractor will be denied access to the Development until the costs in terms of clause 4.9.7 have been paid.
- 4.9.9 Under no circumstances will the dumping of any building material or rubble be permitted on any portion of the Development, and the Contractor is required to make his own arrangements for disposing of materials at a spoil site off the Development. Failure to comply will result in the Contractor being fined. See item 7 for schedule of fines.
- 4.9.10 The Contractor will be denied access to the Development until the fine in terms of clause 4.9.9 has been paid.

4.10 Survey Beacons

- 4.10.2 Prior to the start of construction the Contractor at his cost shall obtain a Beacon Certificate from the project Land Surveyors who will identify, inspect and certify the boundary pegs. The Land Surveyor must also certify the position of any building against a boundary line.
- 4.10.3 The Contractor is responsible for maintaining the boundary pegs. Should the boundary pegs be disturbed, the SIPGPOA will arrange for a Land Surveyor to relocate them at the Contractor's cost.

4.11 Permissible Signage

- 4.11.2 The Contractor shall only be permitted to erect a single signboard which must comply with the Architectural Guide and SIPGPOA requirements.
- 4.11.3 The signage shall be at the expense of the Contractor.
- 4.11.4 The Contractor shall not erect the signage other than on the Erf.
- 4.11.5 The signage shall be removed immediately on conclusion of the Improvement.

4.12 Building Controls and Access Control

The Contractor / Owner confirm that they have read and understood the conditions imposed by the SIPGPOA Development Guidelines and Regulations, incorporating the Building Plan Submission Requirements and Building Controls During Construction.

- 4.13 Failure to comply with the Association conditions details in Cause 4.12 above will result in the contractor / owner being fined. Please refer to item 7 for a schedule of fines.

5 Occupation on Completion of Construction

Upon completion of the unit, the contractor is to request a Completion Certificate from the SIPGPOA.

The builders deposit and monthly payments to the SIPOPOA authorized representative will remain in effect until the Completion Certificate is received by SIPGPOA authorized representative. The monthly payments to the authorized representative may be waived at his sole discretion from the month end period when the building work is fully completed to the sole satisfaction of the authorized representative until he obtains the Completion Certificate on the proviso and only if the delay is due to a delay from council issuing the certificate and it is not due to work not been completed to council full satisfaction.

6 Working Hours / Delivery of Materials

Working Hours and Delivery
Monday to Saturday - 07h00 - 18h00

Or otherwise by arrangement with the SIPGPOA.

7 Schedule of Fines

Fines may be issued by the POA, or Security Company. All fines are to be paid to the SIPGPOA no later than 7 days after the offence. The contractor or employee may be denied access to SIPG until the receipt of payment. The table below is an indication of fines to be levied. Further offences will increase in value. Fines not indicated below can be implemented at the sole discretion of the POA. Fines will be issued in addition to any remedial costs incurred.

[illegible]

Steinhoff Industrial Park George Property Owners Association

Signed this _____ day of _____ 2014, at _____

1. _____
Owner – Name

2. _____
Owner – Signature

Signed this _____ day of _____ 2014, at _____

1. _____
Contractor – Name

2. _____
Contractor – Signature

Signed this _____ day of _____ 2014, at _____

1. _____
Design Professional – Name

2. _____
Design Professional – Signature

Signed this _____ day of _____ 2014, at _____

1. _____
Owners Representative – Name

2. _____
Owners Representative – Signature

Signed this _____ day of _____ 2014, at _____

"SCHEDULE"

Erf No. SG No. _____

 Lot. No. _____

Estimated Construction Start Date: _____

Estimated Construction Completion Date: _____

Developer/Owner

Domicilium:

Email:

Telephone:

SIPGPOA: Steinhoff Industrial Park George Property Owners Association

Domicilium: P O Box 3507 George Industria, 6536

Email Chairman/Managing Agent: spargo@etime.co.za

Telephone: 044 88 60036

OWNER: _____

Domicilium

Email:

Tel:

CONTRACTOR: _____

Domicilium

Email:

Tel:

ARCHITECT: _____

Domicilium

Email:

Tel:

PROJECT MANAGER/: _____

DESIGNATED REPRESENTATIVE

Domicilium

Email:

Annexure “A” to contractor’s code of conduct

Procedure when wanting to build at Steinhoff Industrial Park

The following procedure must be adhered to before building at Steinhoff Industrial Park (George) can commence.

Once plans that have been completed according to the Steinhoff Industrial Park (George) Property Owners Association Development Guidelines and before submitting to council the plan needs to be approved by the Steinhoff Industrial Park (George) Property Owners Association.

The person currently in charge of this is Mr. Gedion Henning.

Physical address: 80 Cradock St George
Postal address: P O Box 72, George 6530
Tel: (044) 8744585
E-mail: ghenning@xsinet.co.za

The following is a required for Mr. Henning to proceed by the owner:

1. Payment of R2 500.00 (Nonrefundable Scrutiny fee ref to item 14 of the Development Guidelines) an additional fee may be charged for resubmissions.

Payment either by Cheque or internet banking made out to Steinhoff Industrial Park (George) Property Owners Association:
Nedbank
Branch code: 162-645
Account Number: 1626570892

2. Two sets of drawings to be couriered / supplied at your cost to Mr. Henning. (A signed copy will be returned to you (the owner or your representative) to provide council with proof that the association has approved your plans when submitting.
3. A deposit of R10 000.00 is to be lodged with the Industrial Park Owner Association prior to construction. This deposit will be used to reinstate any damage to roads, kerbs, services or landscaping during construction, if any. If you are aware of any damage along your border please advise before any building activity commences (Even delivery of sand) in writing via email to ghenning@xsinet.co.za

The deposit of R10 000 must be paid into the following account:
Steinhoff Industrial Park (George) Property Owners Association
Nedbank
Business Garden Route Branch Code: 162-645
A/c no: 1626570892

Further payments:

Management Fees

The owner of the Erf shall during the period of construction (from date of first foundations being dug to handing over of completion certificate to the SIPGPOA) pay an amount of R1000.00 per month within 7 days of presentation of invoice to the SIPGPOA or the authorized representative. This fee covers the cost of employing an authorized representative to police the code of conduct, guidelines and regulations.

OWNER: _____

Domicilium

Email:

Tel:

Owner – Signature