

LA LUCIA SHORES

Contractor's Protocol



RIES SHAW ARCHITECTS

o UMHLANGA o KLOOF o

Document Prepared by Ries-Shaw Architects

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5. AGREEMENT

1. PARTIES

1.1 La Lucia Shores herein represented by_____

- 1.1.1 Domicilium address _____
- 1.1.2 Postal address _____
- 1.1.3 Telephone number _____
- 1.1.4 Fax Number _____
- 1.1.5 E-mail _____

and hereinafter referred to as “the BC Representative”.

1.2 The Unit Owner herein represented by_____

- 1.2.1 Domicilium address _____
- 1.2.2 Postal Address _____
- 1.2.3 Telephone Number _____
- 1.2.4 Fax Number _____
- 1.2.5 E-mail _____

and herein referred to as “the Unit Owner”

1.3 The Contractor, _____
Herein represented by _____

- 1.3.1 Domicilium address _____
- 1.3.2 Postal Address _____
- 1.3.3 Telephone Number _____
- 1.3.4 Fax Number _____
- 1.3.5 E-mail _____

2. DEFINITIONS

- 2.1 “this Agreement” means La Lucia Shores Contractors Protocol together with all Annexures as attached hereto.
- 2.2 “the Estate” means the La Lucia Shores development in its entirety.
- 2.3 “the Contractor” means the contractor referred to in sub to in (p 1.3) above, together with all staff, of both permanent and temporary nature, agents’ sales representatives and its own suppliers that may from time to time make deliveries to the unit.
- 2.4 “Common Property” means any land or property, owned by the Body Corporate and which is allocated for the common use of all persons residing within the Estate.
- 2.5 “Rules” mean all the rules referred to in this agreement, together with those that are also contained in either the Conduct Rules or the Estate’s Environmental Management Plan, the terms and conditions of which are binding on the Contractor, and copies of which documents are available for inspection upon request from the Body Corporate.
- 2.6 ‘the works shall mean any work to be carried out by the Contractor on the Unit, including, but not necessarily limited to building alterations, improvements, installations of either plant and/ or equipment, burglar guards, pools, decks, satellite dishes, fencing etc.
- 2.7 ‘Agents “shall mean the managing agents of the Estate.

3. GENERAL TERMS AND CONDITIONS

3.1 NOTICE OF COMMENCEMENT OF WORKS

The contractor must give the Body Corporate 7 (seven days) notice of his intention to commence the works within the Estate.

3.2 SITE MEETINGS

Prior to commencing the works a site meeting may be required and should accordingly be arranged between the Contractor, BC Representative and Unit Owner to discuss the nature of the works and reconfirm where deemed necessary the rules concerning any screening, aesthetics and material specifications and standards. If there is any doubt, whatsoever then the Contractor or Owner should consult the BC Representative.

3.3 UTILITIES

Water and electricity can only be taken from the Unit itself and not from any adjacent unit or Body Corporate property.

3.4 PROTECTION OF COMMON PROPERTY (including the road verge of the Estate)

- 3.4.1 No indigenous trees, shrubs, plants may be removed without the written permission of the Body Corporate.
- 3.4.2 Any damage to Estate property must be immediately reported to the Body Corporate.
- 3.4.3 Any damage must be immediately repaired to the satisfaction and under the personal direction of the BC Representatives and / or an appropriate fine levied from the Contractor to cover the damage.
- 3.4.4 There is to be no harvesting of flora or fauna within the Estate. Any violation of this rule could result in immediate expulsion of the Contractor and his staff / labour, and termination of this agreement without recourse.

3.5 CONTRACTOR STAFF / LABOUR

- 3.5.1 No contractor staff may congregate at the main entrance.
- 3.5.2 No contractor staff/ labour is to walk within the Estate.
- 3.5.3 The contractor must drive labour to work/ unit, failing this, and appropriate fine will be levied to the contractor.
- 3.5.4 Contractor/staff labour are specifically not permitted in the conversation zones.
- 3.5.5 Contractor/Owner is to have Public Liability and Lateral Support Insurances prior to works beginning on site.
- 3.5.6 Contractor is to provide for ablution and washing facilities on site.
- 3.5.7 The contractor is to photograph all surrounding common property and place on record with the Body Corporate Representative to keep record of common property. Contractor must ensure this area is left in the same condition.

3.6 HOURS OF WORK

Hours of work within the Estate are only as follows:

Monday to Friday: 08h00 – 17h00 hours.

No work, except of an emergency nature or as deemed necessary in terms of good building practice by the BC Representative in it's sole but reasonable discretion, is permitted in the Estate on Saturdays, Sundays, public holidays or outside of the hours of work and between December 15 to January 15 as stated above.

3.7 STORAGE OF MATERIALS / DELIVERIES

- 3.7.1 The Contractor is responsible for all deliveries to the works.

- 3.7.2 The Contractor must exercise special care in the storage, handling and transport of all materials, which could also adversely affect the environment.
- 3.7.3 All materials are to be stored upon the specific property / unit and not upon adjacent sites or common areas.
- 3.7.4 Deliveries can only occur during normal Estate hours of work. Not other timed of access will be permitted.,
- 3.7.5 There is a 3.5-ton, single axle weight limit in the Estate.
- 3.7.6 The only exception to this limit is the delivery of roof trusses, and in this case, the delivery can only be carried out under the personal supervision of the Contractor to prevent any damage to the property.

3.8 INSURANCE COVER

3.8.1 PUBLIC LIABILITY

The Contractor must take out, at its expense, a public liability insurance for any claim for damages arising from acts or omissions by its staff / labour/ employees or agents. A copy of this insurance policy should be lodged with the Body Corporate, which must not lapse during the period of the works.

3.8.2 INDEMNITY

The Contractor hereby indemnifies the Body Corporate against any claim for damages of any nature whatsoever made as a result of its works.

3.9 SECURITY

- 4.9.1 The Contractor must adhere to the Estate's access control and work permit/ ID card procedures at all times. If any – and any queries in this regard must be directed to the BC Representative.
- 3.9.1 The Contractor must therefore carry on its person a valid Estate ID card at all times.
- 3.9.2 These procedures may at the sole discretion of the Body Corporate be changed or modified from time to time and without notice.
- 3.9.3 Estate security staff are permitted to visit sites/units during normal working hours to carry out spot checks on the Contractor and check their I.D documents /cards/credentials.
- 3.9.4 No labour may be paid in/within the vicinity of the Estate.

3.10 SPEED LIMIT

A 8 km per hour speed limit is to be strictly enforced within the Estate.

3.11 DEPOSIT

A refundable deposit cheque of _____ must be paid to the Agents upon signature hereto by the Contractor / Unit Owner which amount has been determined by the BC Representative according to the nature and extent of the installation / works to be undertaken.

3.12 FINES

The following offences and fines/actions are currently in force and are payable to the Agents upon demand by the BC Representative.

Screening not to standard	R.....
Materials not with screening	R..... per offence
No permit or Certificate as required under National; Environmental Legislation (e.g. transportation of rocks and listed plants / materials such as Cycads)	R..... per offence
Labour walking in Estate, or late leaving the Estate.	R..... per staff member in the Estate.
No ID or valid ID card produced	R..... per offence
Damage to constructed Estate Property	As deemed appropriate
Environmental damage	As deemed appropriate
Damage to Estate landscaping/verges	As deemed appropriate
Speeding	R.....per offence
Incorrect / Unauthorised Building Materials	Stop and Demolition Orders

The list of fines is a guideline only – other offences not listed here may result in more substantial fines and in all cases, if repeated, may be increased.

3.13 BREACH

In the event of the Contractor being in breach of any of its obligations in terms of this Agreement, then the Body Corporate shall be entitled to one or more of the following remedies:

- Issue written notification to the Contractor of the breach and demand remedial action written 24 hours.
- Suspend the Contractor from working within the Estate.
- Issue written warning.
- Impose any reasonable fine or other sanction as deemed appropriate.

3.14 NOTICE OF COMPLETION/HANDOVER PROCEDURE

The Contractor must notify the BC Representative that the works are complete and arrange a site inspection of the works to confirm that they have been installed to the correct standards of aesthetic/ material specification / location etc.

4. BUILDING WORKS AND EXTENTIONS (INCLUDING DECKS, PERGOLAS) TO EXSITING UNITS

- 4.1** Your careful attention is drawn to the procedures that must be followed by the Unit Owner strictly in terms of the Sectional Titles Act, Number 95 of 1986, and which procedures are outlined clearly in Annexure C of the Conduct Rules.
- 4.2** Only once all the formalities outlined in Section A of these procedures have been attended to by the Unit Owner, a site meeting prior to commencement of works is always required, at which time the Contractor must provide the BC Representative with a copy of the Municipality approved plans.
- 4.3** The affected area or site must be effectively screened for the full extent of the constructed process.
- 4.4** Screening materials to be used are:
 - Shade cloth on pole structure 2.4 m high with poles at 2m centres.
- 4.5** A single contractor board containing pertinent information and disclaimer notice to Estate standard must be erected at the entrance to the unit (refer Annexure B as attached hereto).
- 4.6** Permission to remove the screen and contractor's board at the end of works must be obtained from the BC representative, and only after all surplus rubble, materials and chemical staff toilets have been removed.
- 4.7** Adjacent sites, common ground / property/ verges cannot be used for the storage of materials.
- 4.8** Materials must be stored within the screened area.
- 4.9** Deliveries can only be to the works during normal Estate hours of work.

4.10 Handover procedures:

4.11 In addition to all other procedures as contained herein, the Contractor must also submit to the BC Representative a suitably bound completion file of all the works carried out/as deemed appropriate or necessary, which may contain, but not necessarily be limited to, the following documents/certificates:

- As build or approved drawings
- Soil poison certificate
- Plumbing/Electrical/Gas -compliance certificate
- Engineering-structure / roof / waste water
- Glazing
- eThekweni Municipality Occupation Certificate

5.0 AGREEMENT

AS WITNESSED BY:

1. _____

2. _____

For and behalf of the Body Corporate

Signed by the Contractor at _____ on this _____ day of _____ 20

AS WITNESSED BY:

1. _____

2. _____

For and behalf of the Unit Owner

Signed by the Contractor at _____ on this _____ day of _____ 20

AS WITNESSED BY:

1. _____

2. _____

For and behalf of the CONTRACTOR

3.

Signed by the Contractor at _____ on this _____ day of _____ 20