

CONTRACTOR and OWNER UNDERTAKING



Estate Manager, Beverley Hills Estate Approval for Access:

Place: _____ Dated: _____

Estate Manager Signature:

Contractors Company Name: _____

Cellphone Contact Details: _____

Place: _____ Dated: _____

Contractor Signature:

Home Owners Name: _____

House / Unit number: _____

Telephone Contact Details: _____

Place: _____ Dated: _____

Number Of Employees _____ Sub-contractor/s name _____

Owner/s Signature:

Renovation / Alterations to be carried out:

Start date: _____ **End date :** _____ (for access control purposes)

We, the Contractor and Owner agree to adhere (contractor) and enforce (owner) to the following requirements:

Access to the Estate

Prior to being afforded access to the Estate, each contractor shall be required to announce his arrival at the Estate to the Estate Manager and, in that regard, shall be required to:

- 2.1 Sign his acceptance of the terms and conditions of this Policy and Procedure.
- 2.2 Advise, in writing, the number of employees or sub-contractors accompanying him.
- 2.3 Complete and sign all such other documentation as may be required of him by the Estate Manager.

3. Registration of Contractors

Subsequent to having complied with the provisions of the aforementioned rule, all contractors and each person accompanying them for the purpose of executing any work on the estate will, on a daily basis, leave their ID book / Passport with security and collect them on completion of the day's work.

4. Supervision and Management of Labour

The contractor assumes full and ultimate responsibility for the actions and omissions of any labourer, artisan or any other individual who attends on the Estate at the specific instance and request of the contractor. In this regard, and without derogating from the afore-going, it is particularly agreed that:

- 4.1 Any individual undertaking work on the Estate shall be transported by the contractor or his duly authorised agent to and from the Unit or site in respect of which work is being undertaken.
- 4.2 Each labourer shall remain at all times at that particular site and shall not be entitled to depart or wander therefrom in the absence of proper and monitored supervision being effected by the contractor.
- 4.3 The contractor shall ensure that a screen wall in the form of a shade cloth is placed around the entire building site and that such screen walling is to the entire satisfaction of the Estate Manager.
- 4.5 The contractor shall, likewise, ensure that the necessary and reasonable measures are taken by him in order to prevent pollution, contamination or a nuisance to other occupiers, owners or invitees of the Estate.
- 4.6 All noise levels shall be confined to the bare minimum and any work undertaken shall be confined solely and specifically to Mondays and Fridays between the hours of 07h30 and 16h30. It is specifically observed, agreed and understood that **no work** will be permitted on weekends or public holidays.
- 4.7 Any vehicle being afforded access to the Estate for the purpose of the contractor executing the duties required of him shall not exceed 4 tons.

5. Liability and General

- 5.1 Any damage occasioned to any common property in the Estate by virtue of any action or omission of the contractor or any of the contractor's invitees or agents shall be the sole and entire responsibility of the contractor. In this regard, the contractor shall, on demand, be required to effect payment in respect of any damage which may be occasioned to any such property under the circumstances referred to herein and any default or omission in this regard from the contractor shall afford the Estate Manager the sole and unfettered discretion of precluding the contractor further access to the Estate until such time as the amount of the damage has been settled to the satisfaction of the Estate Manager.
- 5.2 The contractor shall ensure that any working site on which the contractor is engaged is left in an orderly, neat and satisfactory condition at the end of each working day and no building materials shall be placed on the roads or verges at any time. **The waste from the cleaning of working materials must not be put down the storm water drains.**
- 5.3 The necessary storage and removal of site refuse, litter, rubbish and additional materials shall be removed by the contractor on the termination of the contract.
- 5.4 It shall remain the obligation of the contractor to supply adequate hygienic toilet facilities to the contractor's labourers and invitees at all times and any arrangement for the use of water and electricity must be concluded between the contractor and the owner of the unit in respect of which any work is being undertaken by the contractor. It is specifically acknowledged and understood by the contractor that it is prohibited for him to utilise any water from the Estate or any unit other than that in respect of which work is being undertaken by the contractor confined to the project under consideration.

6. Ancillary Obligations

The contractor shall, at all times, ensure in addition that:

- 6.1 A speed limit of 25 kilometres per hour is adhered to at all times by the contractor and any of his agents, labourers or invitees;
- 6.2 At no stage shall the contractor or any of his employees, labourers, contractors or agents be permitted to light any fires for whatsoever purpose.
- 6.3 He and all his personnel and sub-contractors comply with all statutory, environmental, social and safety requirements in accordance with applicable legislation, by laws or regulations.

7. General

- 7.1 It is the ultimate responsibility of the owner of the property who has engaged the contractor to ensure that there is due observance and compliance with the provisions of these policies and procedures.
- 7.2 Any contractor not adhering to the provisions of these policies and procedures may be subjected to a fine not exceeding R5000.00 in respect of each contravention which amount shall be payable on demand. In addition, and without prejudice to any further rights available to the Trustees of the Beverley Hills Homeowners Association ("the Homeowners Association"), further access to the Estate may be denied in instances where the Chairman of the Trustees of the Homeowners Association or the Estate Manager are of the view that access to the Estate by the contractor may jeopardise the security, safety and well-being of the Estate or any of the owners, occupiers or visitors thereof.
- 7.3 In instances where any fines remain unpaid, the Trustees of the Homeowners Association shall reserve the right, at all times, to ensure that the entire amount of any indebtedness in this regard is recovered from the owner who shall assume ultimate and joint responsibility for the actions and omissions of the contractor or any person gaining access to the Estate for the purpose of effecting work or any other business on that owner's working site.
- 7.4 The Homeowners Association assumes no liability or responsibility for the well-being, safety and protection of any contractor, worker, employee, sub-contractor or any other individual attending on the Estate for the purpose of executing any work on any unit.

Important Notice:

By signing this document, you agree to abide by the Policies and Procedures as set out in this document.

1. Planting of grass and where applicable trees on the sidewalk and the owner's own stand and the repair of any damage to the sidewalk, caused as a result of building activities.
2. Removal of all rubble, rubbish and building materials left on the sidewalks, adjoining stand/s, common property and the owners own erf.
3. Repairs to any damaged streetlights, litter bins, benches or common property.
4. Repairs to any telecommunication, water or electricity boxes or any manhole covers.
5. Repairs to any damaged kerbs or storm water drains on the erf boundary.
6. Repairs to any damaged paving and concrete spilt on paved surfaces and not cleaned up properly.
7. Repairs to damaged water irrigation pipes or sprinklers.

I agree to contact the Estate Manager on 083 274 9212 once I have completed the renovations / alterations and required clean-up for a final inspection.

Owner and Contractor initials

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