



RULES OF CONDUCT FOR CONTRACTORS, SUB- CONTRACTORS AND SUPPLIERS OPERATING WITHIN MEYERSDAL NATURE ESTATE

The purpose of this agreement is to ensure integration between residential living and control over building activities within Meyersdal Nature Estate with minimal impact on the natural environment and the residents. These terms and conditions are based on the terms of the Environmental Management Program (EMP) and Register of Decisions (RoD) as stipulated by the Gauteng Department of Agriculture, Conservation and Environment (GDACE) and Meyersdal Nature Estate Homeowners Association (MNEHOA). MNEHOA reserves the right to make amendments and additions to this document from time to time without prior notice to any party.

The rules and regulations described below are intended to ensure that the quality of life for the residents as well as the natural environment are not unduly disturbed or compromised and that the impact to the environment is minimised, yet allowing efficient construction by contractors.

Meyersdal Nature Estate, as an upmarket secured residential Estate within a nature area has unique qualities and in order to maintain these the following will apply:

ENVIRONMENTAL CONTROLS

The contractor acknowledges that he is working in an environmentally sensitive development and agrees to conform to all environmental controls specified in this document or any revised document. It should also be noted that these controls form part of the EMP for the Meyersdal Nature Estate development and are legally required to be enforced.

Litter Control

The contractor shall control litter and wind blown litter by the following methods:

- The installation of a shade netting fence along the entire perimeter of the site.
- The fence shall be 80% forest green shade netting, minimum 1,5m high with one 10m entrance, which will be the only access point for all workers and deliveries to the site.
- The fence is to be kept horizontal by means of poles, battens (not more than 3m apart) wire and/or mesh.
- The entrance to the site is to be closed at the end of each working day.

Erosion Control

The contractor shall install temporary construction entrances, fences and other erosion control methods considered necessary immediately upon the building site being cleared. Sand bags and beams are to be placed where necessary to prevent erosion, particularly over weekends and holidays.

RESPONSIBILITY

The contractor is responsible for all his staff, sub-contractors and their staff, as well as all suppliers delivering to site. The owner and contractor are financially and legally responsible for any damage to kerbs, roads, street lights, distribution boxes, plants, irrigation, and/or damage to private property on the Estate caused by the contractor's employees, sub-contractor employees or delivery vehicles delivering material to the site.

EDUCATION

It is the responsibility of the main contractor to brief all personnel, including subcontractors and suppliers on site on the Rules of Conduct as set out in this document.

BUILDERS NAME BOARD

A builders name board not exceeding 1.8m x 1.2m is to be erected on commencement of work and must indicate the name of the owner, erf number, builders name and telephone number. If desired, the architect' name and engineer may appear on this board. NO other advertising boards will be allowed on site (e.g Plumber, Electrician, etc)

BUILDING SITE REQUIREMENTS

Before any building activity starts the contractor shall:

- Erect a shade netting fence around the building site. This is to ensure that no rubble, plastic or paper enters the nature area and to ensure that building activities is contained to the building site.
- Ensure that a legal water connection has been made by Ekurhuleni Metropolitan Municipality.
- Install a water standpipe with fully operational tap on the site.
- Provide refuse drums on site for all refuse.
- Provide a suitable and fully operational and regularly serviced chemical toilet, on the site.
- Clearly indicate the entrance to the site for all deliveries.
- Erect a signboard on the site displaying the stand number, contractor and owner names.

DEFINITION OF CONTRACTOR

The definition of a contractor includes: building contractors, installers of internal building fittings, landscapers and other companies associated with garden installations, suppliers and consultants to the building trade and architects – and their staff.

1. ACCREDITATION

- 1.1 Only accredited NHBRC builders will be allowed on site.
- 1.2 All builders must submit satisfactory proof of their registration with the NHBRC.
- 1.3 Contractors must sign an accreditation agreement and agreement to the rules and regulations of the MNEHOA.

BREACH – Contractors not complying with the above will be denied access.

2. ACCESS CONTROL

- 2.1 The contractor acknowledges that he is aware that the Estate is a “SECURITY ESTATE” and at all times adhere to the security regulations and controls.
- 2.2 Contractors are only permitted to enter the estate through the Main Gate on Hennie Alberts.
- 2.3 Only accredited contractors will be allowed on site.
- 2.4 All delivery vehicles must use the Main Gate on Hennie Alberts. The driver of the delivery vehicle must report at security and must be in possession of a delivery note, which must indicate clearly the owners name and stand number (or street address).
- 2.5 Overloaded trucks will not be allowed access.
- 2.6 The contractor will apply for access cards at security for all his workers including sub contractors and their workers. The necessary application forms for access cards need to be completed for each worker and a copy of that person’s identity document must be attached to the application.
- 2.7 Only persons with a valid SA Identity Document or valid working permit will be issued Access Cards. A copy of each person’s identity document must be supplied to security and will be kept on record.
- 2.8 Any person without an Access Card will be removed from the Estate by security.
- 2.9 No contractor, subcontractor, or any of his employees is permitted to walk on the estate.
- 2.10 Estate security may subject any vehicle or person entering or leaving the Estate to a search.
- 2.11 Estate security works closely with SAPS Alien Control Unit. Contractors who employ persons not in possession of a legal work permit or SA Identity could face criminal charges.
- 2.12 All contractors and sub-contractors are obliged to transport all their employees to and from the gate to the construction site. No pedestrians will be allowed access to the Estate.
- 2.13 No worker will be permitted to enter or leave the estate on foot.
- 2.14 Contractor staff is not allowed to congregate outside the main gate waiting for collection or wait for their employer or supervisor. All staff is to be picked up at an area away from the estate and brought by vehicle to the main gate. At the main gate they will alight, enter the estate through the turnstile and then be taken to their site of work.
- 2.15 Security to sign in all contractor vehicles entering the Estate.
- 2.16 Each building site will be allowed a maximum of four vehicles on the property so as not to cause disruption and damage to the streetscapes, verges or natural surroundings.

BREACH – Contractors not complying with the above will be denied access. Any member of the contractor’s staff not adhering to the regulations will be removed from the Estate. In addition the contractor will be fined R500-00 per transgression.

3. HOURS OF WORK

- 3.1 Contractors and suppliers will only be allowed access to the Estate during the following times:

Monday – Friday	7:00 – 17:30
Saturday	No work permitted
Sundays, Public Holidays	No work permitted
BIFSA December break	No work permitted (except landscaping services)

- 3.2 By **17:30** all contractors must be off the estate.
- 3.3 No deliveries will be allowed before 07:00 and after 16:30 or during weekends – **NO EXCEPTIONS.**

BREACH – Any contractor, sub-contractor or supplier found working outside hours of work will be escorted from the Estate by security. In addition the contractor will be fined R500-00 per transgression.

4. TRAFFIC RULES

- 4.1 The speed limit is 40km/h and will be strictly enforced. Speeding vehicles will be banned from further entry without hesitation.
- 4.2 All road regulations, pedestrian crossings and stop signs must be observed.
- 4.3 Due care must be taken by all vehicles not to block the thoroughfare of roads.
- 4.4 Keep to the tarred roads. No driving on any gravel or dirt road. No off-road driving. Any vehicle found driving on dirt roads or off-road will be escorted from the Estate and denied future access.
- 4.5 Wildlife has right of way!
- 4.6 Construction vehicles shall not be parked in any other area other than on the building site.
- 4.7 Vehicles shall be parked with due consideration for users of the street.
- 4.8 Any damage caused by the parking vehicles will be repaired at the contractor's expense.

BREACH – The contractor will be fined R500-00 per offence.

5. DISCIPLINE AND CONTROL OF LABOUR

- 5.1 A contractor is responsible, at all times, for the discipline and control of all labourers, employees or staff members of any suppliers and sub-contractors on the building site.
- 5.2 A contractor shall ensure that all suppliers and sub-contractors are informed and understands the provisions of the Rules of Conduct as set out herein.
- 5.3 A contractor will enforce the Rules of Conduct and any restrictions contained in the Environmental Management Plan without compromise.
- 5.4 The contractor shall ensure that behaviour on site of staff shall not disturb residents or activities on the estate.
- 5.5 The Estate Manager, or Security, shall have the right to control behaviour and noise generated by workers and to ban disruptive or disrespectful workers from the estate.
- 5.6 All contractors and sub-contractors are obliged to transport all their employees from the gate to the construction site and between different construction sites. Nobody will be allowed to walk from one area to another or between the gates and construction sites.
- 5.7 No worker may leave the site at any time, except in the exercise of their duties, and only then by vehicle and not on foot.
- 5.8 In the case of construction on more than one site, movement of personnel between sites is restricted to vehicles – no pedestrian traffic.
- 5.9 Workers are confined to the site on which they work and under no circumstances are they permitted to walk around on the estate. Any worker found doing so will be removed from the estate and will NOT be allowed re-entry thereafter. This is to ensure security to residents and to prevent theft from other sites and to prevent setting of traps or collecting of plants.
- 5.10 No pedestrians will be allowed access to the Estate.
- 5.11 No worker employed by the contractor shall be entitled to be on the site other than during hours of work. Nobody is allowed to sleep on the site.
- 5.12 Any contractor's employees found on the Estate, other than at the relevant construction site, will be removed from the Estate.
- 5.13 As a nature Estate collecting of firewood, plant material, plants and disturbing wildlife is strictly forbidden. Offenders will be prosecuted.
- 5.14 Anybody using the natural surroundings as toilet will be removed from the Estate and the contractor will be **fined R2000.**
- 5.15 Should any excrement be found on site in veldt adjoining the site, this will result in the entire site being closed for 2 days and the builder **fined R2000.**

- 5.16 Changing or washing in full view of public is not permitted and will lead to the offender being banned from the estate.
- 5.17 A supervisor or foreman shall be appointed to control the site. He is to be on site, or immediately available during working hours, and will be deemed to be representing the contractor in that person's absence.

BREACH – The contractor will be fined R500-00 per offence

6. BUILDING SITE REQUIREMENTS

Before any building activity starts the contractor shall:

- 6.1 Erect a shade netting fence around the building site. This is to ensure that no rubble, plastic or paper enters the nature area and to ensure that building activities is contained to the building site.
- 6.2 Ensure that a legal water connection has been made by Ekurhuleni Metropolitan Municipality.
- 6.3 Install a water standpipe with fully operational tap on the site.
- 6.4 Provide refuse drums on site for all refuse.
- 6.5 Provide a suitable and fully operational water-borne toilet, or regularly serviced chemical toilet, on the site.
- 6.6 Clearly indicate the entrance to the site for all deliveries.
- 6.7 Erect a signboard on the site displaying the stand number, contractor and owner names.

Furthermore the contractor shall:

- 6.8 Have a copy of the working drawings and plans of the construction, as approved by the MNEHOA and Local Authority, available at the building site during normal hours of work.
- 6.9 Ensure that a responsible person is appointed on the construction site.
- 6.10 Ensure that any leaks to the water connection or pipes are repaired immediately and that no run-off occurs.
- 6.11 Ensure that the site is neat and free of litter and building waste at all times. Daily cleanup of the site should be done.
- 6.12 Ensure that roads are kept free of mud, soil, building waste and excessive water.
- 6.13 The mixing of mortar, concrete, or any other building material on road surfaces or paving is strictly prohibited.
- 6.14 Ensure that the toilet is maintained in a neat, hygienic and working condition at all times.
- 6.15 The toilet should be screened off within the site with forest green shade netting.
- 6.16 Workers found not utilizing the toilet facilities will be banned from the estate and the builder **fined R2000**.
- 6.17 Should any excrement be found on site in veldt adjoining the site, this will result in the entire site being closed for 2 days and the builder **fined R2000**.
- 6.18 Failure to keep the toilet serviced and usable will result in a **R1000 per day** penalty, and/or all building being suspended until the matter is rectified.
- 6.19 Not store any building material, soil or building waste on any adjoining property, unless the contractor has written consent from the owner of such adjacent property. All activities relating to the house construction must be confined within the erf boundary where construction is taking place. This relates to the location of staff, placement of storage bins, sheds, etc.
- 6.20 No night watchmen will be permitted on the Estate. Contractors must provide a lock-up shed or other storage facility for any materials or equipment. No contractor may allow any staff to sleep on the site.
- 6.21 Should archaeological finds of any nature including fossils, bones or remains of structures be found, the contractor will stop all construction activity in the area. The contractor will not move or remove anything from the area and will notify the Estate Manager immediately.
- 6.22 All materials shall be stored in areas earmarked for storage in order to disturb as little area as possible.
- 6.23 The contractor will ensure that nothing is washed from the storage area onto the rest of the site or Estate.

- 6.24 All residue water from concrete mixing plants, or the surface run-off from them will be directed to specially constructed collection ponds ensuring that nothing enters the surrounding environment.
- 6.25 Provide gas cooking facilities, or an enclosed and cleared designated fireplace on the site. Due to the flammability of the natural surroundings no open fires or fires outside the construction site will be allowed. It is illegal to gather firewood from the Estate.
- 6.26 Washing of vehicles is strictly prohibited and must be carried out elsewhere.
- 6.27 Any wastage on roads, curbs and in the storm water system will be cleaned by the contractor at his expense as soon as possible.
- 6.28 Parking of vehicles is not permitted on pavements, verges and/or in such a manner as to obstruct other vehicles.

BREACH – The contractor will be fined R1000-00 per transgression.

7. SITE PRESENTATION

- 7.1 Immediately on commencement of building refuse drums must be supplied by the contractor on site for the purpose of storing refuse until removed from site by the contractor.
- 7.2 Refuse drums will be emptied on a regular basis at an approved dumpsite.
- 7.3 The contractor will keep the site tidy at all times, particularly before weekends.
- 7.4 The contractor will conduct **daily site cleanup** and ensure that all plastics, litter and building scraps are picked up and placed into refuse drums, particularly on Friday afternoons.
- 7.5 Remove and transport all construction waste material (building rubble) to an approved dumpsite at intervals not exceeding one week.
- 7.6 Conduct daily site cleanups to keep the site and surrounding area litter free.
- 7.7 Dispose of all refuse generated on site (including plastic bags, cement bags, etc) on a weekly basis.
- 7.8 No litter may be stored or mixed amongst building rubble.
- 7.9 Refuse drums should be placed in a demarcated refuse collection area.
- 7.10 **Any litter spread or blown outside the site is to be picked up daily.**
- 7.11 No burning of litter or rubbish is permitted on site.

BREACH – The contractor will be fined R1500-00 per transgression. Should a builder not comply with the removal of the building rubble or litter, the rubble will be removed by an outside contractor and the costs thereof claimed from the contractor. The contractor will be denied access to the Estate until such costs are paid in full.

8. DELIVERIES TO CONTRACTORS

- 8.1 All deliveries will take place within hours of work as stipulated. No deliveries during weekends.
- 8.2 The deliveries of cement, concrete and bricks have the potential of causing most damage to roads and landscapes due to overloading.
- 8.3 Cement shall be delivered in sound and properly secured sacks ensuring that cement products do not enter the surrounding environment.
- 8.4 The cleaning of ready mix concrete delivery vehicles must take place within the confines of the building site and spillage and runoff contained within the site. The contractor is responsible to indicate where this will occur and make sure that run-off water is contained. Builders to make sure they advise all drivers making concrete deliveries of cleaning rules.
- 8.5 Under no circumstances may concrete be spilt on the road surface. Spillage on Estate roads will be for the erven owner/builder to organise cleanup.
- 8.6 The contractor must ensure that only the driveway, as per approved site plan, is used for all deliveries. The contractor is liable for any damage to walkways, lights, plants, irrigation and service connections.
- 8.7 No vehicle leaking oil or fuel will be allowed onto the estate.

BREACH – The building contractor will be liable for penalties incurred by the deliveries to site. In addition, the building contractor will be held responsible for the

repair to the road, streetscapes and verges if this occurs. The building contractor will be fined R1500-00 per offence.

9. ROADS, STREETSCAPES AND VERGES

- 9.1 Contractors must ensure that the road in front of their building site is at all times swept clean and kept free of debris and rubble. This is to minimise damage and ensure longevity of the road surface.
- 9.2 Ensure that roads are kept free of mud, soil, building materials, and excessive water.
- 9.3 Mixing of mortar, concrete and/or building materials on road surfaces are strictly prohibited.
- 9.4 Contractors must ensure that the kerbs and streetscapes (sidewalks) in front of their building site are adequately protected from damage by the building operations by erecting barrier tape where access/traffic/storage is not wanted and allowed.
- 9.5 **No material may be stored on the streetscape, verges or sidewalks directly in front of the building stand.**
- 9.6 The contractor must ensure that only the driveway, as per site plan, is used for all deliveries to site.
- 9.7 Any trees, landscaping or irrigation services installed that need to be moved to facilitate construction should be requested at least 7 days in advance from the Estate Manager.

BREACH – The contractor will be fined R250-00 per day for unswept roads. The contractor will be **fined R1500-00 per day for streetscape storage** and other infringements of this section. In addition the contractor will be held financially and legally responsible for damage to the road surface, kerbs and plants caused through the building operations.

10. VARIATION OF APPROVED BUILDING PLANS

- 10.1 Should the contractor receive instructions from the architect, or the owner, to deviate from the plans approved by the MNEHOA, the contractor shall be obliged to immediately inform the Estate Architect of the nature and detail of deviation so as to permit the MNEHOA to consider the deviation. The contractor will not commence construction of any deviation in the works until the MNEHOA has consented thereto in writing or until a revised deviation plan is approved by the MNEHOA.

11. FINAL CLEAN UP

At the conclusion of the construction work the contractor shall

- restore all pavements, roadways, verges and drainage channels to their original condition, including fine grading and seeding
- assure positive drainage with no standing water
- clean the entire site of all construction debris and refuse
- remove all temporary fencing facilities, equipment and unused material
- verges must be levelled to their original condition, grass sods laid and any trees destroyed replaced after consultation with the estate manager

The Estate Manager will carry out an inspection of the works inclusive of the verges and services.

BREACH – The sidewalk deposit will be withheld until all work is completed to the satisfaction of the Estate Manager.

12. INSURANCE

- 12.1 The contractor shall take out, at his own expense, public liability assurance for any claim for damage arising from acts or omission of its employees or agents.
- 12.2 The contractor hereby indemnifies MNEHOA against payment of any such claims for damages.
- 12.3 NO blasting may take place without the MNEHOA approval and documents providing insurance cover for blasting must be provided.

BREACH – Failure to comply will result in a R2000-00 fine per transgression.

13. PROTECTION OF FAUNA AND FLORA

- 13.1 No person may kill, injure or catch and wild creatures, this includes birds, mammals and reptiles.
- 13.2 No person shall cut, pick, destroy or collect the vegetation.
- 13.3 Nobody shall drive off-road.
- 13.4 Game has right of way.
- 13.5 Any person not abiding by these rules will be prosecuted as Meyersdal Nature Estate and all fauna and flora is protected via government legislation.

BREACH – Any person failing to comply will be removed from the estate and will be criminally prosecuted where applicable. In addition the contractor will be fined R5000-00.

PAYMENT OF FINES

ALL MONIES OWING TO MNEHOA MUST BE PAID AT THE ESTATE MANAGER ON THE FIRST MONDAY FOLLOWING THE FINE.

BREACH - In the event that the contractor fails to pay the fine in time the contractor will be denied access onto the Estate.
In the event of the Contractor being in breach of any obligations under this agreement the contractor will be denied access until such time the breach has been remedied.
The MNEHOA may insist on rectification of the breach at the cost of the contractor.

All contractors working on Meyersdal Nature Estate must sign acceptance of these rules before any work commence on site.

Signature of this document does bind the contractor or person to all MNEHOA guidelines, rules and controls.

SIGNED AT _____ ON _____

THE CONTRACTOR

MNEHOA

NAME _____ NAME _____

SIGNATURE _____ SIGNATURE _____

WITNESS _____ WITNESS _____



**RULES OF CONDUCT FOR CONTRACTORS, SUB-
CONTRACTORS AND SUPPLIERS OPERATING WITHIN
MEYERSDAL NATURE ESTATE**

Stand No

Contractor Name:

I acknowledge receipt of the Rules of Conduct for Contractors and take cognisance, acknowledge and fully understand all clauses as set out in the document.

Signed:

Date: