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NDLOVUMZI GROUND OWNERS ASSOCIATION **RULES GOVERNING CONTRACTORS and SUB-CONTRACTORS IN THE RESERVE**

1. INTRODUCTION

- 1.1. The purpose of these rules is to govern the activities of all Contractors on the Reserve, ensuring that all Building Projects and other Contractor work occurs with the least possible disruption to Owners, Residents and the environment.
- 1.1 These Rules have been prepared by the Management Committee and are binding between the NGA, Owners and their Contractors.
- 1.2 Furthermore, all Owners are required to ensure that their Contractors countersign these Rules in the space provided below and comply strictly with them.
- 1.3 By signing the Rules, the Contractor agrees to be bound by them
- 1.4 The Rules are required to be read in conjunction with the other NGA Rules and procedural documents of the NGA, and Owners are responsible for ensuring that their Contractors abide by these documents.
- 1.5 In the event of any breach of the NGA Rules by a Contractor, the Owner engaging such Contractor shall be jointly and severally liable with the Contractor for such breach
- 1.6 In the event of any conflict between:
 - 1.6.1 any of the NGA Rules and any building contract concluded in respect of any property on the Reserve, the NGA Rules shall prevail
 - 1.6.2 The NGA, through any person with delegated authority from the Management Committee, has the right to suspend any building activity on the Reserve that is in contravention of any of the NGA Rules.
- 1.7 The NGA shall have no liability whatsoever for any damages sustained by an Owner or Contractor as a result of such a suspension.
- 1.8 Owners can obtain copies of the NGA Rules from the NGA Secretary or from the website:
www.ndlovumzinaturereserve.com

2 DEFINITIONS

In these Rules, unless the context indicates otherwise, the words and expressions set out below shall have the meanings assigned to them and similar terms shall have a corresponding meaning namely:

- 2.1 Association means the NGA, a non-profit company incorporated in accordance with section 10 of the Companies Act, 71 of 2008
- 2.2 Management means the Management Committee / Board of Directors of the NGA appointed from time-to-time
- 2.3 Building Project means the construction, renovation, refurbishment etc of a building, structure or infrastructure of a duration in excess of one month.
- 2.4 Contractor means any natural or juristic person appointed by the NGA or a Member to undertake work on the Reserve. This includes, but is not limited to:
 - sub-contractors appointed by such Owner who himself undertakes Building

- Projects
 - building related tradesmen and/or other artisans
 - other service providers, but
 - excludes Domestic Workers
- 2.5 Crew Member means any person employed by the Contractor or Sub-Contractor to perform unskilled work e.g., artisan assistants, Labourers etc
- 2.6 Domestic Worker means a person employed by an Owner at a Residential Portion to perform household or gardening duties
- 2.7 NGA means NDLOVUMZI GROUND OWNERS ASSOCIATION, comprised of all Residential Portions and all other immovable property as may be registered in the name of the Association from time to time
- 2.8 NGA Rules means any Rules approved by the Management Committee from time to time
- 2.9 Owner means the person who or which is the Registered Owner of a Residential Portion
- 2.10 MOI Memorandum of Incorporation of the Association
- 2.11 Residential Portion means the portion of the Reserve owned by an Owner which is used, or is intended to be used for residential purposes.
- 2.12 Ndlovumzi Nature Conservancy Contractors' Rules means the NGA Contractors' Rules.

3 SELECTION OF A CONTRACTOR

- 3.1 An Owner may nominate his own Contractor to undertake work provided that such Contractor is approved by the Management Committee in writing prior to commencement of the Building Project. The approval of a Contractor by the Management Committee shall not constitute any representation by the Management Committee or the NGA of whatsoever nature in regard to the suitability or expertise of the Contractor
- 3.2 Owners who undertake building or other work themselves shall adhere to all of the obligations of Contractors in terms of these Rules

4. GATE AND ROAD ACCESS

- 4.1 Contractors may only enter and exit the Reserve using the entrance at the Main Gate.
- 4.2 Subject to paragraph 4.4 below, Contractors and deliveries will only be allowed on to the Reserve and to conduct work from Mondays to Fridays from 06:30 to 7:30, and Saturdays 06:30 to 12:00 midday. No Contractor shall work on a Sunday or a public holiday
- 4.3 All Contractors are required to travel to and from and between sites in their demarcated vehicles.
- 4.4 In the event of an emergency which requires work after building hours e.g., a burst pipe or geyser etc, the owner or resident engaging a Contractor to perform the work is required to inform the Reserve Manager or Security who will inform the gate guard at the Main Gate that a Contractor has been called out to rectify the problem, failing which access will be denied to such Contractor after hours.
- 4.5 All Contractors' vehicles may be subject to security searches at any time while entering or exiting or within the Reserve.

5. SITE RULES AND REGULATIONS

- 5.1 All Building Projects are required to be completed in their entirety within 9 months from the date of commencement of the Building Project concerned
- 5.2 No Contractor shall be permitted to commence any Building Project on the Reserve if any other Building Project being undertaken by that Contractor on the Reserve remains incomplete after the 9 month's period.
- 5.3 Where there is a delay due to unforeseen circumstances in the completion of the first Building Project owing to e.g., the unavailability of specific building materials or delays due to unavailability of foreign exchange funding causing the cessation of building activities, or labour unrest, in such cases the Contractor may apply to the Management Committee for special permission to continue with the second Building Project in the interim.

6. ACCOMMODATION

Consistent with the objectives of its Constitution the NGA Management Committee shall make Rules and by-laws that protect and manage the Flora and Fauna on the Reserve. The threat posed to our wildlife species, indigenous trees, plants and grasses through poaching, hunting and/or the lighting of fires must be avoided at all times. Accordingly, Contractors and/or sub - Contractors shall not be permitted to reside on the reserve overnight i.e., between the hours of 18h00 to 06h00 under any circumstances and shall abide by the Security Entry/Exit Controls of the NGA in force from time to time.

7. SITE HANDOVER

- 7.1 All owners are required to lodge a deposit of R 5,000 with the NGA in respect of any Building Project, which would be refunded on completion of the Building Project once the NGA has inspected the site, and, in its sole discretion found the site, surrounding bush, anthills and dongas, to be in an environmentally satisfactory condition. No refunds would be made to owners in the event of e.g. the NGA being forced to outsource its own contractors to remove building rubble, and other litter left by the Contractor, unpaid gate entry conservation fees in respect of deliveries etc
- 7.2 The Owner shall, in writing on the prescribed form, notify the NGA of the intended commencement date of construction. A Contractor and crew fee, of R 100.00 per week, shall be levied with effect from the commencement date of the Building Project. Where the Contractor and crew fee due by any Contractor is found to be in arrears in respect of any subsequent weekly fee, for longer than 24 hours, access to the Reserve will be denied to the crew members as well as all future delivery vehicles, until the outstanding Contractor and crew fee is paid.
- 7.3 The Owner who owns the residential portion on which the building Project is to take place, shall ensure that prior to the commencement of the Work, a properly constructed toilet exists or is placed on the site. All toilets must be hygienically maintained with approved chemicals (not Jeyes Fluid) and be emptied twice weekly. No "Long Drops" will be permitted, only chemical toilets or a Septic Tank and French Drain may be used.

8. SITE MANAGEMENT

The Owner and Contractor shall **ensure that**:

- 8.1 Cement bags, bottles, tins and other rubbish are removed from the site daily. Heavy duty refuse bags for the disposal of such rubbish are to be provided by the Owner.
- 8.2 Each site shall have at least 2 (two) securable containers for the disposal of daily rubbish. All building rubble and refuse (refuse bags) are to be removed from the Reserve on a weekly basis.

- 8.3 Trucks do not cause any damage to the environment and / or properties during deliveries and collections.
- 8.4 Water and electricity trenches are not left open for a period of longer than 30 days and have a minimum depth of 600 mm

9. **ENVIRONMENT**

- 9.1 No trees or bushes may be cut down on the site unless prior consent of the NGA has been obtained
- 9.2 Concrete may only be mixed in designated areas
- 9.3 Trees on the site with a diameter of more than 10 cm shall not at any time be cut down or removed without prior written consent of the NGA
- 9.4 NO PLANTS, ANIMALS, ROCKS, WOOD or SAND shall be removed from the Reserve or used for building purposes
- 9.5 When delivering his crew to the designated work site, the Contractor is to ensure a wind sheltered and veld-fire proof cooking area has been established and that the crew are instructed that this is the only area in which they would be allowed to prepare their meals
- 9.6 The contractor and the Owner who has engaged the Contractor shall be liable for all damage caused to fauna and flora, or fences and gates by delivery or construction vehicles entering the Reserve as a result of the Building Project.

10. **SECURITY**

The Contractors shall ensure that all crew members are in possession of a valid S.A. ID document in order to be permitted access to the Reserve Contractors and crew members are only permitted to move between the sites that they are working on and the Main Gate. Any Contractor or crew member found driving outside of his working area may be denied future entry on to the Reserve.

All Contractors and crew members must:

- 10.1 obtain from the NGA, and wear, visible identity Security Access Cards in order to gain entry to the Reserve. Such cards shall only be issued upon presentation of a valid S.A. Identity Document and must be visibly displayed on the person at all times. Access to any person using another person's Access Card on to the Reserve shall be denied
- 10.2 be transported to the residential portion at which they are working and may not walk to or from that property or be dropped off at the roadside of that property or be picked up from there. Owners will ensure that their Contractors and crew members do not traverse anywhere at all within the Reserve and are ferried to and from the main gate at all times.
- 10.1 immediately notify the Reserve Manager of any crew members who have completed their contracted work and should no longer be on that Owner's property. It shall be the responsibility of the Contractor to recover from his crew members all Security Access Cards of those crew members who have been signed off his employment and transported off the Reserve. These cards must be handed in to, and signed for, by the Security Guard at the Main Gate at which time the Identity Documents of such crew members shall be returned to them. The Contractor shall be responsible for the cost of replacing those Security Access Cards which are not accounted for at the conclusion of his contracted work and the removal of his crew members from the Reserve.

11. **VEHICLES AND TRAFFIC**

- 11.1 The maximum speed limit on the Reserve is 30 km/h
- 11.2 Delivery and Contractors' Vehicles shall: Not have horse and trailer trucks or interlinks. If double axle trucks, not have a capacity in excess of 10 m³. Have a clear company / business identification on all their sides

NDLOVUMZI GROUND OWNERS ASSOCIATION
APPLICATION TO ENGAGE THE SERVICES OF A CONTRACTOR / SUB-CONTRACTOR

I / WE, _____, hereby make application to Ndlovumzi Ground Owners Association for permission to engage the services of

Name of Contractor

Name of Contracting Company

for the purposes of the Building Project as described below :

Date of Commencement of the Building Project

Estimated Date of Completion of the Building Project

I confirm that I am familiar with the NGA Rules governing the employment of Contractors and their crew and agree to abide by the conditions contained therein

I furthermore certify that the above Contractor nominated by me has signed acceptance of the Contractors Rules and acknowledges that in the event of any breach of these rules by the Contractor, I shall be jointly and severally liable.

Signed this _____ day of _____ 20____ at _____

Signature of Owner

NGA COMMITTEE Application Accepted / Denied

Date _____