



CLIFTON HILL ESTATE

Building Contractors' Protocol
(July 2020 Edition) as Amended
March 2022

INDEX

- 1. PARTIES**
- 2. RECITAL**
- 3. DEFINITIONS**
- 4. GENERAL TERMS AND CONDITIONS**
 - 4.1 Commencement of Works
 - 4.2 Site Meeting
 - 4.3 Contractor Signage
 - 4.4 Utilities
 - 4.5 Protection of Common Property
 - 4.6 Contractor Staff/Labour
 - 4.7 Hours of Work
 - 4.8 Storage of Materials and Deliveries
 - 4.9 Insurance cover
 - 4.10 Security
 - 4.11 Speed limit
 - 4.12 Fees and Building Deposit
 - 4.13 Fines
 - 4.14 Breach
 - 4.15 Completion / Handover Procedure
- 5. SPECIFIC, TRADE-RELATED TERMS AND CONDITIONS**
 - 5.1 Building Works and Extensions to Existing FREEHOLD UNITS.
 - 5.2 Building Works and Extensions to Existing SECTIONAL TITLE UNITS.
 - 5.3 Building Boundary Lines
- 6. EXECUTION**
- 7. ANNEXURES**
 - A - Building Plans
 - B - Contractors All Risks Insurance Policy
 - C - Letter of Waiver (If required)

1. PARTIES

1.1 **The Homeowner/Employer** _____

- 1.1.1 Domicilium address: _____
- 1.1.2 Postal address: _____
- 1.1.3 Telephone number: _____
- 1.1.4 Mobile number: _____
- 1.1.5 E-mail: _____

and hereinafter referred to as “the Homeowner/Employer”.

1.2 **The Clifton Hill Homeowners Association**, herein represented by the Clifton Hill Home Owners Association Estate Manager (CHHOA ESTATE MANAGER), Mr Stephen Botes.

- 1.2.1 Domicilium address: Unit 5, 1st Floor, Burnside Park, 5 Builders Way, Hillcrest, 3610
- 1.2.2 Postal address: PO Box 952, Hillcrest 3650
- 1.2.3 Telephone number: 031 763 1140
- 1.2.4 Mobile number: 083 258 8563
- 1.2.5 E-mail: steve.b@cliftonhillestate.co.za

and hereinafter referred to as “the CHHOA Estate Manager”.

1.3 **The Building Contractor**, _____

Herein represented by _____

- 1.3.1 Domicilium address: _____
- 1.3.2 Postal address: _____
- 1.3.3 Telephone number: _____
- 1.3.4 Mobile number: _____
- 1.3.5 E-mail: _____

Any change to these details must immediately be conveyed in writing to the CHHOA ESTATE MANAGER,

and hereinafter referred to as “the Contractor”,

and, hereinafter, collectively referred to as “the Parties”.

2. RECITAL

Whereas:

- 2.1 The CHHOA is the duly appointed managing body of Clifton Hill Estate,
- 2.2 The Contractor has been engaged by the Homeowner/Employer to carry out certain building works at, _____, within Clifton Hill Estate, and the CHHOA has consented to the carrying out of these whole of the works.
- 2.3 The Plans for the Works consented to by the CHHOA are attached as Annexure A hereto,
- 2.4 The Parties acknowledge that Clifton Hill Estate is a secure upmarket residential estate, and that it is necessary to maintain the high standards of aesthetics, housekeeping, good building practices and controlled security arrangements within the estate.
- 2.5 The Parties are recording the terms and conditions that shall apply both to the Homeowner/Employer and to the Contractor executing the works within Clifton Hill Estate, and that shall govern the construction of such works.
- 2.6 The Parties do therefore and hereby agree, to execute this Agreement, together with all Annexures as attached hereto.

3. DEFINITIONS

For the purposes of this Agreement and unless the context indicates to the contrary.

“this Agreement” means the **Clifton Hill Building Contractor’s Protocol Agreement** together with all Annexures as attached hereto.

- 3.1 “the Estate” means Clifton Hill Estate in its entirety.
- 3.2 “the CHHOA ESTATE MANAGER” means the Clifton Hill Home Owners Association Estate Manager, as appointed by the CHHOA. “CHHOA Property” means any land or property, owned by the Association and which is allocated for the common use of all Homeowners residing within the Estate.
- 3.3 “the Rules” means **all the rules referred to in this Agreement**, together with those that are also contained in either the Estate Conduct Rules or in the registered Constitution of the Home Owners Association, together with its Environmental Management Plan, the terms and conditions of which are binding upon the Parties, and copies of which documents are available for inspection at the offices of the CHHOA ESTATE MANAGER
- 3.4 “the Works” shall mean any work to be carried out by the Contractor at the Home Owner/Employer address within Clifton Hill Estate,
- 3.5 “the Plans” shall mean the approved plans for the Works, which approved plans are attached as Annexure “A” hereto
- 3.6 “the Agents” shall mean Maxprop, the managing agents of Clifton Hill Estate
- 3.7 “the CHEMP” means the Clifton Hill Environmental Management Plan
- 3.8 Words importing the masculine gender include the feminine, neuter gender and vice versa.
- 3.9 Unless the context clearly indicates a contrary intention, the singular shall include the plural and vice versa.
- 3.10 The headings to the various clauses are intended only for reference purposes and shall not be taken into account in interpreting the Conditions of this Agreement.

4. GENERAL TERMS AND CONDITIONS

4.1 COMMENCEMENT OF WORKS

- 4.1.1 The Contractor must give the CHHOA ESTATE MANAGER 7 (seven) days’ notice of his intention to commence the Works
- 4.1.2 The main contractor appointed for the duration of construction must ensure that a dedicated Health & Safety Officer for the project has been appointed to enforce all Health & Safety legislation applicable as required in terms of the Occupational Health & Safety Act [Act 85 of 1993] as amended.
- 4.1.3 The Works cannot commence until:
- 4.1.4 This Agreement has been executed by all the Parties
- 4.1.5 A REFUNDABLE Building Deposit has been paid to the Agents.

Account Name: Maxprop Holdings

Bank: Standard Bank

Branch: Pinetown

Branch Code 045626

Account Number: 051936674

Reference: 2023 – (Address) – BUILDING DEPOSIT

(E.G: 2023 – 15CR – BUILDING DEPOSIT)

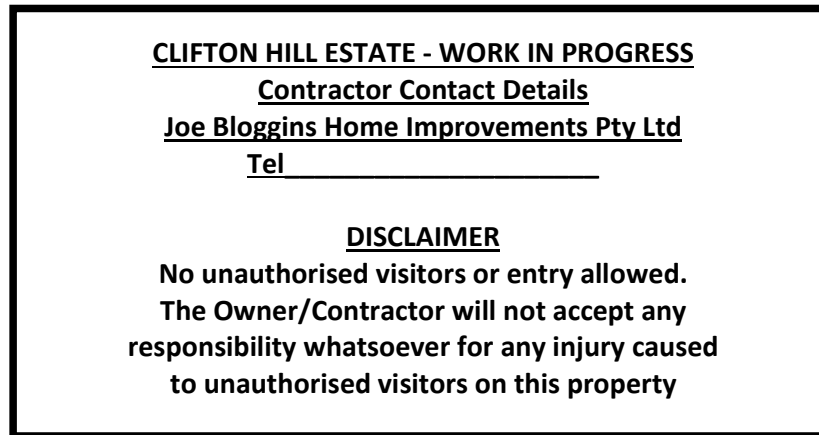
- 4.1.6 the Council-approved plans have been submitted to the CHHOA for all works undertaken by the Contractors, it is the responsibility of the Homeowner/Employer to pay the Building Deposit.
- 4.1.7 At its sole but reasonable discretion, the CHHOA may give consent to an early start, providing that a written waiver has been signed by the Homeowner/Employer, in terms of which the CHHOA cannot be held liable for any claim which may arise from the Works being undertaken. A copy of such Waiver shall be attached as Annexure “C” hereto.

4.2 SITE MEETING

Prior to commencing the Works, **a site meeting is required** and should accordingly be arranged between the Contractor, CHHOA ESTATE MANAGER and the Homeowner/Employer to discuss the nature of the Works and reconfirm where deemed necessary the rules concerning any screening, aesthetics, material specifications compliance and standards. If there is any doubt, then the Contractor or Homeowner/Employer should consult the CHHOA Director Building Committee.

4.3 CONTRACTOR SIGNAGE

One single advertising signage board, incorporating a disclaimer notice, to Clifton Hill Estate standard specification **MUST** be provided with the following wording.



4.4 UTILITIES

Water, Electricity and Sewerage disposal **can only be utilised from the dwelling where the works are occurring** and not from any adjacent residence or CHHOA property.

4.5 PROTECTION OF COMMON PROPERTY

- 4.5.1 **No indigenous trees, shrubs, plants or any Clifton Hill Estate landscaping may be removed from the Common Property without the written permission of the CHHOA ESTATE MANAGER.**
- 4.5.2 **Any damage to Clifton Hill Estate property must be immediately reported to the CHHOA ESTATE MANAGER.**
- 4.5.3 Any damage must be immediately repaired to the satisfaction and under the personal direction of the CHHOA ESTATE MANAGER and/or an appropriate fine levied from the Homeowner/Employer to cover the rectification of the damage caused.
- 4.5.4 **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 termination of this Agreement without recourse.

4.6 CONTRACTOR STAFF

- 4.6.1 No contractor staff may congregate at the main entrance.
- 4.6.2 No contractor staff is to walk or wander between dwellings or building sites within the Estate.
- 4.6.3 The Contractor must transport all of its staff to the building site/dwelling where he is contracted to undertake the works.
- 4.6.4 **Contractor staff are not permitted in the Conservation Zones.**
- 4.6.5 **Failing any or all of the above will result in a fine to be levied to the Homeowner/Employer Levy account and further transgressions may see the expulsion of the contractor from Clifton Hill Estate.**
- 4.6.6 ALL contractors must have branded PPE.

4.7 HOURS OF WORK

Hours of work within Clifton Hill Estate are as follows:

Monday to Friday: 07h30 – 17h00 hours.

Saturday: 08h30 – 13h00

Sunday and Public Holidays: Not permissible

All contractors and their staff will be given access 30 min prior and after the designated working hours to enter and exit Clifton Hill Estate.

No work, except of an emergency nature, or as deemed necessary in terms of good building practices and permitted by the CHHOA Estate Manager in it's sole but reasonable discretion, is permitted in the Estate on Sundays, Public Holidays or outside of the hours of work as stated above.

4.8 STORAGE OF MATERIALS / DELIVERIES

- 4.8.1 The Homeowner/ Employer, Contractor is responsible for all deliveries to the Works.
- 4.8.2 The Homeowner/ Employer Contractor must exercise special care in the storage, handling and transport of all materials, which could also adversely affect the environment.
- 4.8.3 **All materials are to be stored upon the dwelling where the works are occurring** and not on any adjacent residence or CHHOA common areas and property.
- 4.8.4 Deliveries can only occur during normal hours of work as per section 4.7, No other times of access will be permitted.
- 4.8.5 **There is a six-ton, single axle vehicle restriction in the Estate**, 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 common property

4.9 INSURANCE COVER

4.9.1 Public Liability

The Contractor must take out, at its expense, public liability insurance for any claim for damages arising from acts or omissions by its staff / employees or agents.

A copy of this insurance policy is to be provided and attached as Annexure "B" hereto

4.9.2 Indemnity

The Homeowner/Employer and the Contractor hereby indemnifies the CHHOA against any claim for damages of any nature whatsoever made as a result of the Works.

4.10 SECURITY

- 4.10.1 **The Contractor must adhere to the Estate's access control and work permit/ ID card procedures at all times - any queries in this regard must be directed to the CHHOA ESTATE MANAGER.**
- 4.10.2 **The Contractor must carry on its person a valid Estate ID card at all times.**
- 4.10.3 These procedures may **at the sole discretion of the CHHOA** be changed or modified from time to time and with **reasonable notice**.
- 4.10.3 Estate security staff are permitted to visit sites / dwellings during normal working hours to carry out spot checks on the Contractors and check I.D. documents / cards.
- 4.10.4 **No contractor staff may be paid in or within the vicinity of the Estate.**

4.11 VEHICLES

- 4.12 **A 25 km per hour speed limit is to be strictly enforced within Clifton Hill Estate.**
- 4.13 Parking of vehicles will only be permitted within the demarcated footprints – no excessive parking will be permitted on the roads and no parking on vegetation. Vehicles are not to obstruct traffic when they park nor damage vegetation.
- 4.14 The maximum height clearance of vehicles (including loads) using roads will be restricted 5 metres

4.15 FEES, BUILDING DEPOSIT AND BUILDERS LEVY

The following fees, building deposit and builders levy are applicable within the Estate:

- 4.15.1 **Temporary Access Permit Fee** for the Building Contractor and its staff is charged at **a once off R1500.00 initial fee, thereafter, will be charged at R1000.00 per month.**
- 4.15.2 **Building Deposit** - a refundable Building deposit is to be paid by the Homeowner via the levy account, the fee is currently set at **R 3 000.00** (three thousand rand). Proof of payment should be given to the CHHOA ESTATE MANAGER.
- 4.12.5 **Plan Approval Fee** - a plan scrutiny fee, currently set at **R 1500.00** (one thousand, five hundred rand) for each plan perusal and approval is charged, should further architectural input be required for approval/ compliance of the plan, a further fee of R700.00 per hour or part thereof will be added to the fee.

4.16 FINES

The following offences and fines are currently in force and are payable by the Contractor to the Agents upon demand either by the CHHOA ESTATE MANAGER, a Director of the Association, or the Agents:

Screening not to standard	R1000
Materials not within screening	R500 per offence
Labour walking in Estate, or late leaving the Estate	R500 per offence
No ID or valid ID card produced	R500 per offence
Damage to Estate property	As deemed appropriate by the CHHOA
Environmental damage	As deemed appropriate by the CHHOA
Speeding	R500 per offence
Failure to display contractors board	R1000
Cellphone usage whilst driving	R500 per offence

This 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 and all fines are to be paid to the CHHOA by the Homeowner/Employer.

The CHHOA reserves the right to deduct fines from the Building Deposit and demand a top up if deemed necessary.

It is required by the Municipality that should there be any deviations, building work cannot continue until such time as deviation/amended plans are submitted and approved by the Municipality. Should the Homeowner/ contractor continue to carry out building works for the amended area without Municipal approval a fine will be levied to the homeowner as deemed appropriate by the CHHOA.

4.17 BREACH

In the event of the Homeowner/Employer and or Contractor being in breach of any of its obligations in terms of this Agreement, then either the CHHOA ESTATE MANAGER or the Agents shall be entitled to one or more of the following remedies:

- Issue written notification to the Homeowner/Employer and Contractor of the breach and demand remedial action written 24 hours.
- Impose reasonable fines in conjunction with the CHHOA Fines procedures or other sanctions as deemed appropriate by the either the CHHOA ESTATE MANAGER or the CHHOA Director Building Committee.
- Suspend the whole of the works

4.15 COMPLETION / HANDOVER PROCEDURE

4.15.1 The Contractor must notify the CHHOA Estate Manager that the whole of Works are complete and arrange a site inspection to confirm that the site has been restored and neatened to the standards of Clifton Hill Estate.

4.15.2 **The Homeowner/Employer must submit to the CHHOA ESTATE MANAGER a suitably-bound Completion File of all the works carried out/as deemed appropriate or necessary by the CHHOA, which may contain, but not necessarily be limited to, the following documents/certificates:**

- **Council-approved, or as-built Council-approved plans if not already supplied**
- **Soil poison certificate**
- **Electrical compliance certificate**
- **Plumbing compliance certificate**
- **Engineering-structure / roof / storm and wastewater**
- **Glazing**
- **Council Occupation Certificate**

4.15.3 It is specifically recorded that, until such time as the Completion File / Council Occupation Certificate is received, as per point 4.15.2, no refund of the Building Deposit will be implemented.

5. **SPECIFIC TERMS AND CONDITIONS**

5.1 BUILDING WORKS AND EXTENSIONS TO EXISTING FREEHOLD UNITS

5.1.1 **It is specifically recorded that the Contractor may only use the approved materials as specified on the approved Plans.**

- 5.1.2 No deviation from the approved Plans may be undertaken unless the revised plans have been approved by the CHHOA and the Local Authorities/council.
- 5.1.3 **The work area or building site must be effectively screened for the full extent of the construction process and duration.**
- 5.1.4 **Screening materials to be used are:**
- **A framework of 2.40 meter, 100-125 mm diameter, creosoted poles, all concreted 600mm into the ground (leaving 1.80 meters above ground) with bonnux fence securely affixed**
 - **To this framework, 80% forest green "new" shade cloth must be affixed, neatly and securely, using wire ties and wooden cleats.**
 - **One (only) similarly screened gate (maximum 6 meters wide) which is to be kept closed, out of Builders working hours.**
 - **Any damage to the screen must be repaired immediately.**
- 5.1.5 Permission to remove the screen and contractor's board at the end of works must be obtained by the CHHOA ESTATE MANAGER, and **only after all surplus rubble, materials and chemical staff toilets have been removed.**
- 5.1.6 Materials must be stored within the screened area at all times.
- 5.1.7 All windows must be kept within the aesthetics of the Estate being in the cottage pane style.
- 5.1.8 Folding stacking doors as well as front/back doors can be full pane glass.
- 5.1.9 All extensions and alterations must have the coining effect on the corners of walls and windows as per the existing building.
- 5.1.10 Breather/ waste pipes, should these not be built into the walls, they MUST be boxed in.

5.2 BUILDING WORKS AND EXTENSIONS TO EXISTING SECTIONAL TITLE UNITS

- 5.2.1 **All terms and conditions as set out in clause 5.1 above**
- 5.2.2 **The attention of the Homeowner/Employer is drawn to the complex and costly procedures that must be followed, strictly in terms of the Sectional Titles Act, Number 95 of 1986, and which procedures are outlined below**
- 5.2.2.1 Whilst the Sectional Titles Act requires that members of a Body Corporate obtain the required 75 % consent of the individual Village Sectional Title Body Corporate, the Sectional Title schemes within Clifton Hill Estate have, in terms of the Memorandum of Incorporation /Constitution of the CHHOA, assigned to the Clifton Hill Homeowners Association all their functions and powers, and therefore it is through the CHHOA that the application must be made.
- 5.2.2.2 The preliminary application procedure is the same as set out in 5.1 above. However, in addition, you are also required to obtain the prior written consent of your immediate neighbours.
- 5.2.2.3 Once these have first been obtained, you may then "round robin" the plans to other members of that sectional Title Scheme, Body Corporate and secure 75 % agreement from them in writing, inclusive of your immediate neighbours is mandatory.
- 5.2.2.4 The plans may then be submitted to CHHOA building Committee for final scrutiny and approval prior to submission for approval to the Local Authorities / Local Council.
- 5.2.2.5 Once the Local Council approved plans are obtained, the procedure for commencement of works is the same.
- 5.2.2.6 All windows must be kept within the aesthetics of the Estate being in the cottage pane style
- 5.2.2.7 Folding stacking doors as well as front/back doors can be full pane glass.
- 5.2.2.8 All extensions and alterations must have the coining effect on the corners of walls and windows as per the existing building.
- 5.2.2.9 Breather/ waste pipes, should these not be built into the walls, they MUST be boxed in.
- 5.2.2.10 Once complete, and the Occupation Certificate received from The Local Council, you must arrange for the measurement and registration of the extension as follows:
- Appoint a Registered Land Surveyor to measure the extension and issue him copies of the CHHOA resolution and Local Council approved plans.
 - The Land Surveyor will measure the extension, prepare, and submit a copy of the draft sectional title plan to the Surveyor General for approval, and send a further copy to an attorney of your choice, to whom you must also provide the original of the Occupation Certificate, to prepare and submit the necessary documents for submission to the Deeds Office.
 - Note, that the consent of your Mortgage/Bondholder is required when altering the Mortgaged dwelling in a sectional title scheme.
 - All costs are for the account of the Sectional Title Scheme House Owner/Member.
 - Once the extension is approved and registered, a copy of the amended Sectional Title Plan must be delivered to the CHHOA and its Agents so that the Sectional Title Scheme Levies can be recalculated and implemented by the Managing Agents.

- Only then can the Building Deposit can then be refunded.

5.3 BUILDING BOUNDARY LINES

5.4 The building lines for sectional Title Schemes within Clifton Hill Estate are:

- Road Frontage boundary is 5m.
- Side and back boundary is 1m.

The building lines for all freehold properties within Clifton Hill Estate are:

- Road Frontage boundary is 5m
- Side and back boundary is 3m.

6. **EXECUTION**

By their signatures hereto, the Homeowner/Employer and Contractor undertake to co-operate fully with CHHOA and its Agents, to ensure that the spirit of mutual trust and cooperation, terms and all conditions of this Agreement are complied with fully.

Signed by The Homeowner/Employer, Contractor and the CHHOA ESTATE MANAGER at

on thisday of 20.....

.....
for and on behalf of the
Homeowner/Employer

.....
for and on behalf of the Contractor

.....
for and on behalf of the CHHOA
CHHOA ESTATE MANAGER

AS WITNESSED:

1.

2.

3.

Name

Name

Name

