



# RIVERSPRAY

## RIVERSPRAY LIFESTYLE ESTATE MASTER PROPERTY OWNERS' ASSOCIATION

### CONTRACTOR'S CODE OF CONDUCT

(ALSO APPLICABLE TO SUB-CONTRACTORS, SUPPLIERS AND THEIR RESPECTIVE EMPLOYEES)

As building operations within Riverspray will take place over a lengthy time period, the following guidelines have been formulated for the benefit of residents and occupants of property in Riverspray

#### INTRODUCTION

- 1.1 The object of the Riverspray Lifestyle Estate (hereafter referred to as RSHOA) is to promote, advance and protect the communal interest of its owners and residents and consequently ensure a safe, high quality lifestyle by managing the appropriate development of residences and related facilities (including swimming pools, shelters, outbuildings, extensions, etc.) as well as communal facilities (including sport, recreation facilities, parks, security walls and buildings, etc.).
- 1.2 The RSHOA's Building Regulations relate to the control measures regarding access and building activities of contractors (and their suppliers). Owners of stands are obliged to bring the House Rules and Building Regulations to the attention of their building contractors since the stand owner will be held responsible for any contravention of the House Rules or Building Regulations by their contractors.
- 1.3 All owners and contractors building must sign acceptance of this Contractors Code of Conduct (hereafter referred to as COC) prior to any work commencing / continuing on site. This code also applies and covers all sub- contractors working under a main contractor on any site within the boundaries of the estate. Contractors must ensure that each Sub-contractor receives a copy of this document and pay the building deposit.
- 1.4 Access to the Estate will be strictly controlled at all times both for vehicular and pedestrian traffic. Control will be exercised in terms of the prevailing Access / Security Standard Operating Procedures.

*The owner acknowledges that he is aware that Riverspray is a private Estate and will at all times adhere to the security regulation and controls, and agrees to co-operate with the Association in the interest of maintaining security in Riverspray. As improvements to the security and the access controls are ongoing, these procedures will be reviewed from time to time.*

- 1.5 The conditions governing building activity which is set out in this document are rules adopted by the RSHOA and are therefore binding on all owners of property within the estate, residents, their contractors and sub-contractors. Furthermore, all Owners are obliged to ensure that their contractors and sub-contractors are made aware of the conditions and comply strictly with them. Owners are therefore required to include these conditions in their entirety in any building contract concluded in respect of property in the Estate, and all such contracts may be required to be submitted to the RSHOA for prior approval.

Detailed procedures will be made available by the Association to Contractors, in terms of the builders' rules and regulations that will include security measures for authorized access and identification of vehicles and all personnel.

## **2 CONDITIONS & RESPONSIBILITIES APPLICABLE TO**

### **2.1 THE OWNER: The Owner hereby agrees and undertakes:-**

#### 2.1.1 "Drawing Approval"

To submit the building plans, specifications and finishes, and site development plan in the first instance, as well as the plan approval fee determined from time to time, to the RSHOA for its written approval in accordance with the Aesthetical rules, and thereafter the local or any other competent authority for its approval;

Not to commence with any work whatsoever on the property until such time as the approvals, contemplated in the above have been obtained and the site has been handed over by the RSHOA;

2.1.2 **"As Built Drawings"**

Not to allow any building work to continue until drawings for any proposed changes to the original approved plans have been approved by the RSHOA Aesthetical Committee;

2.1.3 To complete (completion date being the issuing date of the RSHOA Occupation Certificate) the house and outbuildings and landscaping on the property within 12 (twelve) months of the date of commencement of building (building commencement date is defined at the date of signature of this document); failing which a penalty will be added to the monthly levy.

2.1.4 That the conditions of these clauses will *mutatis mutandis* apply in respect of any further alterations, additions, walls, fencing, facade treatments, pools, signage etc. which the Owner may wish to erect on the property;

2.1.5 That all construction is to comply with such conditions as which the National Building Regulations, Emfuleni Municipality regulations and/or the National Home Builders' Registration Council, imposes in respect of the property or construction thereon;

2.1.6 To ensure that the contractor/s employed by the Owner signs and complies with all the conditions of the COC;

2.1.7 That any breach by the Owner's contractor of its obligations in terms of the COC is and remains the responsibility of the Owner, and will be regarded as a breach by the Owner;

2.1.8 That the Owner shall not be entitled to take physical occupation of any nature of the dwelling before an occupation certificate has been issued by the RSHOA; (refer to clause 5);

2.1.9 The RSHOA reserves the right to deny occupation of any house/structure if the provisions of any of the clauses of this document have not fully been adhered to. Financial penalties and/or other measures as determined by the HOA and Electrical Supplies can be implemented against transgressors;

2.1.10 The Owner will ensure that all Contractors are deregistered from the stand within 5 (five) working days after obtaining an occupation certificate or immediately after any remedial work has been completed, whichever occurs first.

**2.2 THE CONTRACTOR / PROJECT MANAGER / OWNER BUILDER**

The Owner must ensure that the Contractor or Project Manager used to conduct any form of building activity on the Property, complies with the following criteria, namely:-

2.2.1 All contractors and their staff are registered on the Estate's Security Access system.

2.2.2 All contractors and their staff submit themselves to a South African Police Services criminal clearance at the request of the RSHOA.

2.2.3 All contractors ought to be in possession of an approved Health & Safety Plan as required in terms of the Occupational Health & Safety Act (No 85 of 1993) for each stand.

2.2.4 All specialist contractors employed directly by the Owner, whose appointment is not a sub-contract to the main Building Contractor, (Example: Home theater specialists, landscaping contractor, etc) must be registered on the RSHOA security access control system. Following the same processes as the main Contractor or any other sub-contractor.

2.2.5 The Owner / Contractor will not be allowed to commence with any building works on the Property unless they are in possession of all the above-mentioned registration certificates / documentation.

2.2.6 The Owner / Contractor will not be allowed to store any building material, proper filling, sheds or toilet on a site before the COC is signed.

On application the RSHOA can at its sole discretion give the Owner / Contractor a 3 month permit to store the above mentioned in the site, provided that the COC is signed while the permit is valid.

If the permit expires and the COC has not been signed, the Owner / Contractor has 7 (seven) days to remove the above-mentioned otherwise it will be removed by the HOA for the Owners account. No extensions will be granted.

All contractors must notify the security officer at the gate in the morning on all house numbers that the contractor will be working for the day should the contractor have more than one contract.

The Owner / Contractor will provide a list of all sub-contractors to the RSHOA before any work will commence.

- **The Owner / Contractor must pay a building deposit of R15,000-00 prior to commencement of construction.**
- **This is broken down as follows: R5,000-00 to the Road Fund / R 5,000-00 contribution to the HOA / R5,000-00 as a refundable deposit .**
- **All fines incurred by the contractor will be deducted from the R5,000-00 refundable deposit.**
- **Should the R5,000-00 deposit reach a balance of R2,000-00 due to fines, the owner/contractor will “top up” his account with R3,000 to bring the balance back to R5,000-00.**
- **If payment of the “top up” funds are not settled within 3 days the contractor will not be allowed access to Riverspray.**

### **3. PROCEDURE FOR SITE HANDOVER AND TO COMMENCE WITH CONSTRUCTION**

The following procedure must be followed for Site Handover (3.1) and before Construction (3.2) may commence:-

- 3.1 The Owner or his Contractor / Project Manager, must give the RSHOA Office at least 3 working days written notice of his request for a Site Handover Certificate.

The purpose of this certificate is to grant the Owner's Contractors limited access to the stand for purposes of preparing the site for construction such as surveying the site, open services connections, exposing and identifying corner beacons, etc.

*No sub-contractors boards or other advertising of any nature whatsoever are allowed.*

The following must be met before a Site Handover Certificate is issued by the RSHOA.

- 3.1.1 All working plans including building, storm water management and landscaping (where applicable) must be approved by RSHOA and/or the local authority;
- 3.1.2 In the event that the access crosses a completed paved walk way, the required protection will be installed prior to building commencement - details available from the Aesthetical Office;
- 3.1.3 All water, sewer and electrical (if required) connections/applications must be completed by the relevant authorities or parties; The Owner of the stand or builder has paid a building deposit. This amount will be held free of interest by the RSHOA. This deposit will be used to remove any rubble or make good any damage caused by the Owner's builder, for example kerbing, landscaping or any other common property damaged during the construction period.

The building deposit shall be refunded into the Owners levy account, or the Owner's nominee's account, 10 (ten) working days after the RSHOA occupation certificate has been issued, provided that there was no breach or non-performance to remove builder's rubble or any damage caused by the contractor, sub-contractors or suppliers.

- 3.2 The owner, or his Contractor/Project Manager, must give the RSHOA Office at least 2 working days written notice of his intention to commence with construction. A “Building Commencement meeting notice” will be scheduled by the RSHOA Office.

A Building Commencement Certificate will be issued if the following conditions are complied with at the meeting. These conditions must remain in place for the duration of the building project.

- 3.2.1 A Chemical Toilet (or water flush system) must be on site. No toilets or sheds will be allowed on the sidewalks / pavements. A sturdy lockable shed must be erected and the site number must be clearly visible.

The Contractor shall provide approved portable chemical toilets for the workers. Adjacent construction sites may share toilets as approved by the Association. Toilets and changing facilities shall be suitably positioned and screened with forest fence and kept hygienic.

- 3.2.2 Provision must be made for the continuous removal of building rubble and other waste. A skip is recommended at all times, but is compulsory after the building period expired. Contractors will be fined for building rubble or other debris that is dumped or blown to adjacent stands, sidewalks or private open spaces.

- 3.2.3 The location of the driveway, as indicated on the site plan, must be clearly marked and this will be the only access onto the site unless, prior written approval was obtained for special deliveries.

- 3.2.4 In the event of the site bordering onto any green areas etc, special care must be taken to not cause any damage to or to encroach into these areas. No rubble / building materials may be stored in a green area under any circumstances.

- 3.2.5 In the event where a house is occupied and the deposit relates to renovations, additions, or other works on site, the deposit will be released after inspection of the completed works by the RSHOA stating that there was no breach or non-performance to remove builder's rubble or any damage caused by the contractor, sub-contractors or suppliers.

#### 4. **SITE & OPERATIONAL PROCEDURES**

The Contractor hereby agrees and undertakes:-

The site must be screened off on four sides with forest fence of 1,8m height, at all times during building operations.

The Contractor shall provide adequate facilities for rubbish disposal and ensure that the workers use the provided facilities and that the rubbish be removed every Friday. No rubbish may be burnt or buried on site. No form of paper, cement bags, tile off-cuts, ceiling boards, roof tiles, rubble or the like is to be left lying around nor be allowed to blow off the site.

With 'vleis', dams, rivers and streams on Riverspray, pollution and contamination of ground water and run-off water is particularly sensitive. Contractors shall ensure special care in their handling, disposal and cleaning up operations, with particular note to paint, tile grout, tile adhesive, cement and rhinolite, chemicals, oil and fuel etc. Special preventative controls must be taken on waterfront sites to avoid spillage. Fines up to R5000 will be issued depending on the seriousness and damage done.

Fires for cooking or other purposes will not be permitted, and Contractors shall ensure approved alternative meal arrangements are made. Contractors must ensure that their employees make no fires for heating purposes.

No contractors, sub-contractors, suppliers or advertising boards of any kind will be allowed.

4.1 Contractor activity and/or delivery of material are only allowed access to the Estate during the following "building time" hours: Mondays to Fridays - 07h00 to 17h00. No contractors are allowed to be in the Estate after these hours.

Deliveries must be scheduled for between 07h00 and 17h00 on weekdays only.

4.2 No after hour work will be permitted unless there is an emergency.

No workers will be allowed to remain overnight on site. No employee may remain on any site in Riverspray to "guard" the building. Contractors may negotiate with Association's appointed security company for this service, if required.

No night watchmen are permitted on any site.

4.3 No contractor activity and/or delivery of material are permitted on Sundays, Public Holidays and during December builder's break, (from the Friday before 16 December until the first Monday in January) as these days are viewed as "private time".

4.4 No loitering of workers, excessive parking of vehicles, dumping or storage of rubble will be allowed outside of the building stand.

4.5 The site must be kept as clean as possible of building rubble, with regular cleaning taking place during building operations. Under no circumstances may any building material or rubble be stored on adjacent stands, unless prior written approval was granted by both the stand owner as well as the RSHOA.

4.6 Where materials are off-loaded by a supplier encroaching onto a paved walkway or the roadway, these materials must be moved onto the site by the Contractor. No material must be allowed to remain on the roadway or paved walk way and it is the Contractors and Owners responsibility to clean the road or walk way of all such materials.

The same applies to sand or rubble-washed or moved onto the road during building operations. This must be cleaned on a daily basis as spillages occur, but before 17:00 daily.

4.7 The Owner shall be responsible for damage to kerbs and/or plants on the sidewalks and/or damage to private or Estate property. The building deposit will be used to make good of any damages caused.

4.8 Storage and removal of site refuse, litter and rubbish must be very carefully controlled throughout the whole development. The Contractor shall provide a skip facility (in accordance with clause 3.2.2) for rubbish disposal and ensure that the workers use the skip provided and that the rubbish is removed regularly and not burnt on site as the site is a smoke free zone. Skips must / be covered with a net to ensure that paper and other items are not blown out of the skip.

4.9 Sub-contractors appointed to remove building rubble must be able to provide the Owner /Main-contractor with proof that the rubble is disposed of in a legal and environmentally friendly manner. (An affidavit from the Contractor can be considered proof).

4.10 The contractor, sub-contractor may be denied access to (or prevented of egress from) the Estate, should the site not be kept clean to the satisfaction of the RSHOA.

4.11 The contractor must take special care with the storage, handling and transport of all materials that could adversely affect the environment on the Estate. Any spillage of any materials on the Estate must be repaired and cleaned up. The necessary precautions to prevent pollutions, contamination or noise nuisance to adjoining areas must be taken at all times. Any contraventions will be dealt with as in accordance to the Estate rules.

4.12 The contractor shall provide chemical toilets or water flush system (at a ratio of one toilet per 15 workers) and washing facilities for all his workers, properly screened, before any building activities commences.

- 4.13 No burning of refuse or building materials will be allowed in the Estate.
- 4.14 No concrete, dagha, cement or such may be temporarily stored, mixed or prepared on any of the roadways, curbs and paved walkways.
- 4.15 Any incident or damage to HOA assets that occurs must be reported immediately to the Security Control Room. Incidents that must be reported is such as;
- Security breach Damage to infrastructure (water meters, water pipes, road surface, signage, kerbs, boundary wall and fence, streetlights and furniture, etc.)
  - Vehicle accidents
  - Damage to the environment
  - Breach of any of the Estate Rules, etc.

## **5. ISSUING OF OCCUPANCY CERTIFICATE**

An Owner shall not be entitled to take physical occupation of any nature of the dwelling before an occupation certificate has been issued by the RSHOA. The RSHOA will issue an occupancy certificate subject to:

- 5.1 The RSHOA must be satisfied that the works on the property have been completed in accordance with the approved building plans and landscaping plans.
- 5.2 All items on Annexure "C" (Final Aesthetical Inspection) must be completed before a final inspection can be booked. The first and a second (if applicable) inspection are covered in the plan approval fee. There after re-inspection fees will be levied.

## **6. SECURITY AND ACCESS CONDITIONS**

In addition to the conditions set out in the Security & Access Protocol, the following conditions must be adhered to:

- 6.1 The contractors/sub-contractors/ suppliers must comply with the security regulations as amended from time to time and more fully set out in the Security Standard Operating Procedures. These rules include the policy in terms of which all staff must be registered on the access system.
- 6.2 No contractor may make use of the facilities at the riverfront during his building process at Riverspray.
- 6.3 All contractors, sub-contractors and their workers must enter the Estate through the designated turnstiles (excluding drivers), whether arriving in vehicles or on foot, and must strictly adhere to the Security Standard Operating Procedures in force at the time.
- 6.4 Contractors / sub-contractors will only be given access to the site by prior arrangement by the main contractor / owner builder and fall under the same procedures mentioned above.
- 6.5 No excessive parking of vehicles will be permitted on the roads and no parking on ~ vegetation / landscaped areas, grassed sidewalks will be allowed. Vehicles are not to obstruct traffic / nor damage vegetation. Damage to any vegetation or infrastructure will be dealt with in term of the Fines Policy. (Overflow vehicles can be parked at the temporary parking areas allocated by the Security ~ Manager).
- 6.6 The maximum speed of the Estate is limited to 30km/h.
- 6.7 Labour must be employees of the contractor / sub-contractor and only under limited circumstances will casual labour be allowed on site. This shall be at the sole discretion of the RSHOA. People presenting false Identify Documents for registration or any other purposes will be handed over to the South African Police Services and the false documents will be confiscated.
- 6.8 No contractor personnel will be allowed to roam the Estate by foot. Contractors will make provision for food, water, sanitary facility and must remain inside the fence at all times. Transportation must be provided from the gate to the site and back. Should any employee be found outside the fence the contractor will be fined R250 – R500 per incident.
- 6.9 The Owner of the stand guarantees and undertakes to ensure that the contractor registers all the contractor's personnel and labourers with the Estate security, which will include the completion of any documents, the giving of all registration and identification numbers as required by the RSHOA from time to time.

Should the RSHOA have any concern with the conduct of the contractor and/or sub contractor, the RSHOA may rectify as deemed necessary and/or reserve the right to suspend building activity until such undesirable conduct is rectified, which it may do at any time and without notice, and without recourse from the Owner and/or contractor and/or sub-contractor.

Riverspray Security personnel reserve the right to subject vehicles entering Riverspray to a search.

Tools, equipment and machinery can only be taken out of Riverspray if accompanied by a transfer note, signed and stamped by an authorized officer of the Contractor. A copy of the transfer note must be handed to the security personnel for record keeping.

- 1.1. Materials can only be removed from the site if accompanied by a transfer note signed and stamped by an authorized officer of

the Contractor and the Association.

A copy of the transfer note must be handed to the security personnel for record keeping.

1.2. *Points of access: Contractors shall only access and exit through the Contractors gate.*

Any contravention of security and access rules will be severely dealt with by the Association, and depending on the nature and circumstances, could lead to the suspension of building work, and barring of access to Riverspray.

## **7. SUPERVISION & INSPECTIONS**

7.1 RSHOA reserves the right to inspect all sites at any time and the right to access may not be denied to an official of the RSHOA or a representative such as security officials.

7.2 Inspections particularly prior to weekends and public holidays will be made to ensure that the sites are left in good and neat order and that all safety precautions have been taken if necessary.

## **8. LEGAL STATUS**

8.1 The rules and regulations governing building activities as set out in this document are binding on all Owners, their contractors and sub-contractors. All Owners are obliged to ensure that their building contractors and sub-contractors are made aware of these rules and that they are strictly adhered to.

8.2 Owners are accordingly required to include these rules in their entirety in any building and architectural contract. A signed copy of the Builders Code of Conduct with all annexure must be submitted to the RSHOA prior to any commencement of any construction activity.

8.3 The RSHOA reserves the right to suspend any building activity in contravention of any of the conditions and does not accept claims for any losses sustained by an Owner, contractor or sub-contractor as a result thereof.

8.4 RSHOA reserves the right that should a contractor not oblige to any of the rules as stipulated in this document to notify the security department to stop all access cards.

8.5 RSHOA will not be held responsible/accountable for any loss, damage of any kind.

8.6 RSHOA reserves the right to issue fines on own discretion to any contractor that does not comply with any one of the above rules.

## **SAFETY AND SECURITY**

### **STANDARD TERMS AND CONDITIONS FOR ENTRY PURPOSES TO RIVERSPRAY ESTATE**

#### **DEFINITIONS AND INTERPRETATION**

- 1.1. In these Standard Terms and Conditions of Contract, unless the context requires otherwise, the words and expressions set out below shall have the meaning assigned to them and cognate expressions shall have a corresponding meaning, namely:
- 1.2. "Company" shall mean Riverspray Lifestyle Estate Homeowners Association ("RSHOA")
- 1.3. "Contractor" shall mean the contracting party with which the Company has entered into an agreement to which these Standard Terms and Conditions is made applicable by express or implied agreement between the Parties, regardless of the nature of the agreement,
- 1.4. "Parties" shall mean the Company and the Contractor,
- 1.5. "Premises" shall mean the ground owned, hired or otherwise occupied by the Company for the purpose of business of any kind,
- 1.6. "Sub-Contractor" shall mean any person, company or entity employed by the Contractor to execute work related to this Contract.

#### **INDEMNIFICATION, LIABILITIES AND RESPONSIBILITIES**

- 1.7. The Contractor agrees that he and all sub-Contractors shall enter the premises at the Contractor's or Sub-Contractor's own risk and that the Company shall not be liable for any claim by the Contractor or any Sub-Contractor or their servants, employees or agents in respect of damage to property or injury or death to person. The liability of the Contractor will be to the full extent of the value, whether direct or consequential, of such an occurrence. A duly signed name list of the Contractor's employees shall be provided to the security department before the Contractor enters the premises.
- 1.8. Furthermore, the Contractor acknowledges and declares that he has familiarised himself with and understands the requirements of the Occupational Health and Safety Act of 1993, as amended, and hereby unreservedly indemnifies RLHOA and its Directors, Trustees and their employees against any claim, loss or action which may be instituted against them by the contractor's employees or a third party by virtue of the said Act.
- 1.9. The Contractor will place the responsibility for relief or the loss or damage and for any cost of repairing any work or repairing, making good or replacing materials, tools and equipment on such other Sub-Contractors. The Contractor shall be solely responsible for precautions necessary to protect his work, materials, tools and equipment from any loss or damage. A tool list shall be compiled by the Contractor and handed to the Security department prior to the Contractor entering the premises. Tools and equipment not signed in on entry will be confiscated for a period of time (30 Days) until the rightful owner can be identified.

#### **INTOXICATING AND HABIT FORMING SUBSTANCES**

- 1.10. The Contractor shall not permit any person who appear to be drunk or under the influence of drugs to enter the Company's premises. No person shall have in his possession, or offer any other person, intoxicating alcoholic liquor or habit-forming drugs.
- 1.11. Any person employed by the Contractor or sub-contractor which appears to be under the influence shall lead to the instant removal of such a person from the Company's premises.

#### **WEAPONS**

- 1.12. A weapon is something designed or used or usable as an instrument for inflicting bodily harm e.g. firearms, sjamboks, kieres, sharp objects, etc.
- 1.13. No access to Company property/premises shall be allowed to bearers of firearms or weapons. The onus rests with the Contractor/Sub-contractor to declare such weapons.

#### **SEARCHING**

- 1.14. The Contractor and his employees shall subject themselves, their vehicles, parcels, bags and lockers to inspection by any security member at any time when entering, leaving or whilst on the premises. The Security department shall be entitled to exercise their rights to refuse entry should a person deny the right of inspection.

#### **PERMITS**

- 1.15. Permits to enter the premises are obtained from the security reception.
- 1.16. After a written acknowledgement of these terms and conditions have been completed and returned to the security department, the Contractor shall apply, on the prescribed form, for permits for all the Contractor's, and his sub-contractors', employees, to enter the premises. Identification book, identification card or passport shall be produced in the respect of every employee. The application on the prescribed form shall be endorsed by the Company's responsible officer, to the effect that the Contractor has been engaged by the Company.

- 1.17. Contractor employees will not be permitted to enter the premises by means of a visitor's permit unless a duly authorised application for a Contractor's Identity Card/Permit is provided and a company employee signs the visitors permit on entry.
- 1.18. Entry permits will be valid for a period of time or until such time as an employee leaves the employment of the Contractor or his sub-contractor on the site.
- 1.19. The Contractor shall be responsible to ensure that permits are worn visibly at all times when on the premises (unless otherwise arranged) and that permits are returned and signed for at the Security department on termination of service of an employee or on completion of the contract.
- 1.20. The Contractor shall bear the cost for replacing any damaged or lost permits.
- 1.21. Permits will be classified into two categories:
- Pedestrians: Those contractors that only have access via the turnstiles. This category includes sales personnel, inspection visit by Supervisors/Managers and where items are not required to be delivered by means of a vehicle. The onus rests on the Contractor to arrange with security for vehicle parking. As space is limited, vehicles should not be parked in the visitors parking area, where possible.
  - Vehicle entry: Those contractors that require a vehicle to deliver goods and to be used to carry out inspections. These permits will be valid for the period of the delivery or inspection only. The decision to determine which permit will be issued lies with the security department.  
*A name list of temporary workers is to be handed in prior to commencement of work. Private visitors, including children, will only be permitted on the Company's premises if pre-arranged approval has been obtained from the security manager.*

### **TOOLS AND EQUIPMENT**

- 1.22. A list of all tools and equipment belonging to the Contractor or his sub-contractor shall be submitted to Security department when bringing such tools and equipment onto the premises. Tools and equipment shall be marked and clearly identified in accordance with the list. In the absence of identifiable markings such tools and equipment shall be deemed to belong to the Company, unless clear proof to the contrary is submitted. Where prolonged work is done this list must be updated on a six monthly basis.
- 1.23. The equipment list shall be compiled by the Contractor prior to requesting clearance from the security department.
- 1.24. Removal of tools and equipment from the Company's premises shall only be allowed upon presentation of an equipment list. In the absence of such a list the tools will be confiscated.
- 1.25. Each time tools or equipment are taken out of or onto the premises, such equipment, together with the equipment list, shall be submitted to the Security department for examination where-after the list shall be approved.
- 1.26. Any person attempting to remove any equipment from the premises without the necessary authorisation shall be charged with theft.
- 1.27. The Contractor shall secure and insure all his equipment against theft or damage while stored or in service on the premises of the Company. The Company carries no responsibility for any loss or damage to such equipment, howsoever caused.
- 1.28. The Contractor remains responsible for all equipment delivered to site, intended for execution of the Contract, and shall be responsible for the safeguarding thereof, except those specified in the purchase and maintenance contracts.
- 1.29. The contractor remains responsible to notify the Security department of new tools and equipment that are brought onto the site.

### **VEHICLE ACCESS**

Contractors who are required to enter the premises with their vehicles will abide by the following:

- 1.30. Vehicles intended for construction purposes will only be allowed on the premises by means of the necessary permit.
- 1.31. Delivery vehicles will only be allowed on the premises after a permit has been issued by the security on presentation of a visitor's card. The permits will be valid for the delivery period only.
- 1.32. Vehicles for private use by the Contractor or his employees, including sub-contractors and their employees shall not be allowed on the premises.
- 1.33. Traffic rules shall be strictly adhered to and vehicles shall at all times be maintained in a roadworthy condition by the Contractor.

### **GENERAL**

- 1.34. Persons shall confine themselves to their place of work and shall not wander around within the premises. Contractors may not enter the premises after their normal hours of work.
- 1.35. The Company reserves the right to terminate the contract or to request any employee or equipment of the Contractor, to be removed from site in the event of non-compliance with any these terms, except those specified in the purchase and maintenance contracts.



**CERTIFICATE OF UNDERTAKING BY CONTRACTOR**

I \_\_\_\_\_ the signatory of this certificate, hereby acknowledge that I accept the contents of the Safety and Security Standard Terms and Conditions for entry purposes and work carried out at Riverspray on behalf of my employees and Sub-Contractors, and shall have no claim against RSHOA or any of its employees.

- 1. COMPANY \_\_\_\_\_
- 2. COMPANY REGISTRATION NUMBER \_\_\_\_\_
- 3. TELEPHONE NUMBER \_\_\_\_\_
- 4. EMAIL ADDRESS \_\_\_\_\_
- 5. COMMENCEMENT DATE \_\_\_\_\_
- 6. COMPLETION DATE \_\_\_\_\_
- 7. WORKMEN'S COMPENSATION COMMISSIONER NO: \_\_\_\_\_
- 8. PROOF OF CONTRACTORS 'ALL RISK POLICY': \_\_\_\_\_
- 9. PROOF OF CONTRACTORS 'LIABILITY INSURANCE': \_\_\_\_\_
- 10. PROOF OF CONTRACTORS '3<sup>RD</sup> PARTY MV COVER': \_\_\_\_\_

**NAME OF CONTRACTOR'S SUPERVISOR/S OR RESPONSIBLE COMPETENT PERSON/S ON SITE AND HIS/HER TELEPHONE NUMBER (IN ORDER OF PRIORITY)**

NAME	TELEPHONE	DESIGNATION	PROOF SIGNATURE

**NAME OF RSHOA RESPONSIBLE PERSON**

NAME	TELEPHONE NUMBER	DESIGNATION

NAME (Print): \_\_\_\_\_

DESIGNATION (Director / Owner only): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_