



DEVELOPMENT CONTROLS

BUILDING CONTRACTORS; SUB CONTRACTORS & SERVICE PROVIDERS PROTOCOL

OBLIGATION AGREEMENT

Applicable to: All phases of Serenity Hills Development

Edition: April 2024; *This document supersedes all previous editions.*

A COPY OF THIS DOCUMENT MUST BE GIVEN TO THE BUILDING CONTRACTOR AT EACH SITE HAND OVER.

PAGE 21 TO BE RETAINED BY THE SHHOA

1. INTRODUCTION

- 1.1. Only professional Building Contractors registered with the National Home Builders Registration Council (NHBC) and/or the Master Builders' Association, with an acceptable track record will be considered as accredited Building Contractors on Serenity Hills. This accredited list will be reviewed from time to time at the sole discretion of the SHHOA.
- 1.2. All applicants to be accepted onto the Serenity Hills accredited list of Building Contractors are to be submitted in accordance with the criteria set out below.
- 1.3. Once fully accredited, the building Contractor must be available to tender on all other projects on all phases of the Serenity Hills Development and, if the Building Contractor has not received a commission for any other building projects on the Estate, other than the current project, for a period of six months, the Building Contractor will be considered dormant, and be removed without notice from the list of accredited Building Contractor's (Please note that in certain instances a Building Contractor will not be fully accredited and will only be permitted to complete one specific project. In this case the contractor will not be permitted to tender on any work on the Estate).
- 1.4. SHHOA reserves the right to refuse any Building Contractors' application to be accredited.

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BUILDING CONTRACTORS & OWNER/BUILDERS ACCEPTANCE CRITERIA

FOR ANY PERSON TO BUILD ANY STRUCTURE ON THE ESTATE, THEY MUST SUBMIT THE FOLLOWING DOCUMENTATION AND OBTAIN THE APPROVAL OF THE SERENITY HILLS ECO-ESTATE HOME OWNERS ASSOCIATION.

They must:

- In the case of a professional building contractor, be registered with the Master Builders Association and/or National Home Builders Registration Council. (Copies of current MBA and/or NHBRC registrations required);
- In the case of a professional building contractor, provide proof of qualifications in building and construction;
- In the case of an Owner/Builder, be registered with the National Home Builders Registration Council. (Copy of the NHBRC registration required);
- Be registration with Workman's Compensation. (Copy of current registration number and details required);
- Have a minimum of R 1,000,000.00 Public Liability Insurance cover. (Copy of insurance details and cover required);
- Provide a detailed CV or Company Profile together with references;
- In the case of a professional building contractor, is a registered business. (Proof of registration required).
- In the case of a professional building contractor, provide proof of NHBRC registration new dwellings constructed during the past 3 years, and traceable references to these completed projects.

Please note that:

- If an Owner/Builder, then only one residential dwelling may be constructed, following which a separate application must be submitted to SHHOA to be considered for placement on the accredited list of building contractors to construct any further residential dwellings. The Owner/Builder accreditation will be subject to the compliance with all the Building Contractor's Protocols and Estate Rules.
- All Building Contractors and Owner/Builders must employ the services of an accredited Architect on the SHHOA list of accredited Architects.
- Failure to secure contracts for continual construction of any buildings on the Estate, or if the building contractor does not carry out any work for a period of six month, then the contractor will be dormant, and will be removed from the accredited list and will not be allowed to do any further work on the Estate.
- In the interest of local community development, local labor must be employed wherever possible, and a skills training program must be implemented. (Details of labor force, staff, and training program required).



- On completion of each project the finishing standard and quality of the structure will be assessed and should the Owner/Builder or Building Contractor's work not be acceptable in respect of Serenity Hills Eco- Estate's standards and quality, then in the interest of the Estate and the Homeowners, the Owner/Builder or Building Contractor will not be permitted to do any further construction on the Estate.
- All Building Contractors and Owner/Builders will pay a monthly non-refundable maintenance and damage levy for each of their sites for the duration of the construction period, from date of site hand over until date of completion of the specific site.

Please note:

Meeting with all the criteria of acceptance does not constitute automatic acceptance. SHHOA must be absolutely assured and satisfied that the persons applying for accreditation will not be a safety and/or security risk to the Estate and the residents on the Estate.

Please Note:

All sub-contractors and service providers must be registered with SHHOA and must sign a sub-contractor's/Service Provider Agreement Protocol with SHHOA prior to being permitted onto the Estate.

2. THE CONTRACTOR'S OBLIGATIONS

- 2.1. All Contractors working on any of the phases on the Serenity Hills Estate are to acquaint themselves thoroughly with this document and any revised edition, and to sign acceptance of the same prior to the commencement of any work on the Estate.
- 2.2. The way a site is prepared prior to the commencement of construction will have more impact on the environment than any other stage of the development. Adherence to the following protocol is imperative.
- 2.3. The Principal Building Contractor will be required to sign an Obligations Agreement at each site hand over.

3. PROCEDURE

- 3.1. The client's appointed Principal Agent is to submit a written request for consent to clear and establish the site to SHHOA Management a minimum of **7 working days** prior to the anticipated site handover meeting, and at that stage, provide the details of the Principal Building Contractor. See Clause 4.1 as well.
- 3.2. On receipt of the written consent, the location of the footprint, actual foundations and driveway between the site boundary and the footprint must be marked before any site clearing can be done.
- 3.3. Only that portion of the footprint required for the purpose of building work, and the driveway, may be cleared of vegetation. The extent of the clearing must be discussed with the SHHOA Management prior to any clearing commences. Please note: No earthwork may commence until after the official site hand over meeting.

4. SITE HANDOVER

The following site hand over criteria must be addressed prior to the site handover, and to be discussed and pointed out at the site handover:

- 4.1. **Please note:** A site will not be handed over for any form of work to commence if the property has not been transferred into the new owner's name and is registered at the deed's office.
- 4.2. A site handover meeting will be held on the specific site prior to the Contractor being permitted to move onto site in any form. This includes the storing of fill materials.
- 4.3. The client's appointed Principal Agent is to submit a written request to SHHOA Management for a site hand over meeting after following the procedures in Clause 3.0 and only once the list of site hand over criteria in Clause 3.0 have been addressed, and at least 3 working days prior to when the anticipated site hand over meeting is required.
- 4.4. During the 3 working days prior to the anticipated site hand over date requested, SHHOA will verify all documentation and building plans, and confirm the site hand over date and time.
- 4.5. The site hand over meeting must be attended by the following persons:
 - The appointed accredited Architect and the appointed accredited Principal Agent/Project Manager.
 - The SHHOA representative (The Building Control Manager or the Estate Manager).

- The appointed accredited Environmental Officer for the site. This is not applicable to all sites.
 - The appointed accredited Principal Building Contractor.
 - The Principal Building Contractor's Site Foreman.
 - The appointed accredited Landscape Contractor.
 - The Owner (if available).
- 4.6. The following to be addressed by the accredited Principal Building Contractor at least 7 working days prior to the site hand over date.
- Extent of shade cloth screened areas to be discussed, including the positioning of the site toilets and refuse bins, and a site establishment plan to be submitted to SHHOA via the Principal Agent.
 - Extent of cut and fill to be discussed, including retaining structures and an earthworks plan submitted to SHHOA via the Principal Agent.
 - The proposed buildings and driveway to be set out by a registered Land surveyor after all the earthwork has been completed and marked out for inspection prior to any construction commencing. A copy of the Land Surveyor's setting out certificate to be submitted to SHHOA.
- 4.7. If the Owner is not available, he/she must submit a power of attorney appointing his/her Principal Agent as his/her representative.
- 4.8. To issue SHHOA via the Principal Agent with an anticipated program of work, highlighting construction milestones and completion date within the construction period outlined in Clause 7.0.
- 4.9. On site Environmental issues to be addressed, including preservation of existing vegetation and the storage of materials etc.
- 4.10. The Building Contractor to supply a list of anticipated sub-contractors, service providers and suppliers.
- 4.11. Establish the position to access the site during construction if it is not the same as what is shown on the approved Building Plans.
- 4.12. Ensuring the Professional Notice Board is installed correctly on site in terms with Clause 8.0 prior to the site hand over meeting.
- 4.13. The existing water meter must be located prior to the site hand over meeting and be visible at the site meeting. Any defects to the water meter must be reported prior to the site meeting.
- 4.14. The existing sewer connection spigot must be exposed and flagged prior to the site hand over meeting.
- 4.15. The existing electrical cable connection point, coiled and buried on site must be located prior to the site hand over meeting, and must be exposed and flagged at the site hand over meeting.
- 4.16. The following to be addressed by the accredited Principal Agent/Project Manager or Architect at least 7 working days prior to the site hand over date.
- 4.17. To be in possession of two sets of approved building plans, one approved by SHHOA, and one approved by Ray Nkonyeni Municipality. Both sets must be the same (no changes).
- 4.18. Architect to submit to SHHOA a copy of the Ray Nkonyeni Municipality approved plans and approval letter at least 3 working days prior to the anticipated site handover date, to compare and verify the approved building plans with SHHOA records.

- 4.19. Should any external aesthetic changes be made to the Local Authority drawings during the approval process, then SHHOA must be notified immediately about these changes and new updated drawings must be submitted to SHHOA showing these changes.
- 4.20. SHHOA reserve the right to refuse a site hand over if the SHHOA and Local Authority approved drawing are not the same.
- 4.21. To ensure All the site corner beacons to be exposed, flagged by means of white survey poles and identified with a beacon number which is cross referenced on the site plan.
- 4.22. To ensure the "Lot cadastral number" is installed by the land surveyor and displayed at the site hand over meeting.
- 4.23. The footprint of the proposed buildings and driveway to be set out by a registered Land surveyor and marked out for inspection at the site handover. A copy of the Land Surveyor's setting out certificate to be submitted to SHHOA prior to the site handover.
- 4.24. SHHOA reserves the right to refuse a site hand over if all the site corner pegs are not exposed and flagged, and/or the site "Lot cadastral number" is not displayed, or if any of the site hand over criteria are not met.
- 4.25. The architect must advise SHHOA of relevant contract documents and to confirm signature of contracting parties. A copy of the contract must be submitted to SHHOA prior to the site hand over date.
- 4.26. The architect must point out all services and service connections on site.
- 4.27. To advise SHHOA as to the frequency of site meetings and keep SHHOA updated on site minutes immediately after a site meeting. SHHOA require a site meeting on fortnightly basis.
- 4.28. The architect must photograph the site and surroundings in digital format prior to the site hand over meeting and submit these on hardcopy and digital format to SHHOA for their records. These photographs to include General site; all street furniture immediately in front and adjacent to the site, including lamp posts, bollards, manholes, etc. All site boundaries including pavements, indicating their state of repair; all verge planting immediately in front of and adjacent to the site.
- 4.29. To submit a copy of the Professional Notice Board to SHHOA for approval at least 14 days prior to the site hand over meeting, and ensuring this board is installed in terms with Clause 8.0 prior to the site hand over meeting.

5. SITE CAMP & SETTING UP THE BUILDING SITE

- 5.1. The site may only be established once site handover has been conducted and SHHOA has issued the Site Handover Certificate.
- 5.2. Prior to the site handover day, the Principal Building Contractor must submit to SHHOA via the Principal Agent a site plan showing the footprint of the proposed buildings, the position of the site toilets and showers, the position of the site office, the position of the refuse and refuse skip area, the position of building materials storage area, and the position of the Professional Notice Board.
- 5.3. The site office which can either be converted steel container or timber hut must be green (Plascon Turf Green A23-7 or equal colour approved by SHHOA). No advertising signs of any kind will be permitted on any of these temporary site offices and storage rooms, other than the SHHOA approved Professional Notice Board and mandatory Safety Signage approved by SHHOA.
- 5.4. The construction site/camp will be comprised of:

- Site office.
 - Ablution facilities.
 - Designated first-aid area.
 - Eating area.
 - Staff toilets and ablution facilities.
 - Refueling area (if required).
 - Maintenance area (if required).
 - Material storage area.
 - Refuse area.
- 5.5. The site offices and storage containers must be adequately screened off with green 80% factor shade cloth to SHHOA's approval.
- 5.6. Fire prevention facilities must be present at all site offices and all storage facilities.
- 5.7. Stacking of storage and office containers on top of each other on any site as shown in the picture below will not be permitted without written approval from SHHOA. Double stacking not permitted.
- 5.8. The site camp must be maintained daily and not have negative visual impact on the Estate.
- 5.9. When clearing the site, care must be taken to retain habitat and refuge for any wildlife on the site.
- 5.10. All vegetation that has been cleared is to be removed from the site immediately or used as much as per re-vegetation specifications.

6. BUILDING SITE PERIMETER SHADE CLOTH FENCING

- 6.1. The site must be adequately fenced and secured to minimize the risk of crime, and be safe from access by children, animals, and any unauthorized visitors.
- 6.2. All visitors to the site, including the owner of the site, must obtain permission from the Site Foreman in charge of the site prior to entering the site.
- 6.3. All visitors to the site must sign the visitors' book which is kept at the Serenity Hills office and specify the reason for the visit.
- 6.4. Once the areas to be screened off and the extent of the site perimeter to be fenced off, have been established on site, and verified by the Building Control Manager, it must be screened off with Dark Green minimum 80% factor shade cloth, a minimum of 1,8metres high (maximum 2.0 meters high) with a single 4 meter wide entrance gate in a position agreed to at the site handover. The shade cloth is to be supported by a bonnox type (Square Mesh) fence on the internal side of the shade cloth, itself supported by wooden poles spaced at maximum 2, 4-meter intervals. The whole structure is to be supported in such a manner as not to sag or come adrift. Under no circumstances may any shade cloth with a factor lower than 80% be used.
- 6.5. The entrance is to be closed and secured with a gate which is adequately locked after hours by means of a chain and a padlock. The gate must be clad with the same shade cloth. There must be no gap under the gate or between the leaves for a small child to crawl through.
- 6.6. The shade cloth fence and bonnox fence must be always tight and neat.
- 6.7. The site access gate must be adequately secured at the end of each working day preventing unauthorized access to the site after working hours and the wind blowing it over. The gap under the gate and between the gate leaves must not allow a small child to pass through.
- 6.8. The shade cloth fence may only be installed once site handover has taken place but must be in place prior to any construction work commencing on the site.

- 6.9. Regular inspections must be carried out by the Building Contractor during building operations to ensure containment within the screened areas, and to monitor damage to the surrounding vegetation. In the instance of damage to existing vegetation, it is to be reported to the Estate Management immediately, who will instruct the contractor responsible for the damage in respect of repair or replacement. This will be for the contractor's account, as will any fines or penalties imposed for the damage done.
- 6.10. SHHOA will carry out regular inspections on each site to ensure clause 5.0 is adhered to. The Building Contractor will be notified to carry out any remedial work, if required, within a specified time.
- 6.11. The removal of the shade cloth fence may only be done following approval by the Building Control Manager.

7. CONSTRUCTION PERIOD

- 7.1. Construction of any housing project or any improvements or alterations must commence within 7 working days from the date of the site handover date and shall be completed within **12 months** from the date of the site handover, save with the written consent for an extended building period from SHHOA and the Ray Nkonyeni Municipality.
- 7.2. A penalty will be imposed on the Building Contractor on any building work exceeding the maximum building period which has not have the SHHOA's written extended period consent.
- 7.3. Should the Principal Building Contractor find that for reasons beyond his control, the building period will exceed the 12-month construction period; the owner will need to submit a written request to the Homeowners board requesting an extension. A penalty of R5 000-00 will be levied upon the owner of the property, until the project is complete.

8. CONSTRUCTION SIGNAGE

- 8.1. The Building Contractor will erect a Professional Notice Board (Contractors Board) on the site in the position agreed on prior to the site hand over.
- 8.2. This Notice Board must be erected at least 3 working days prior to the site hand over meeting.
- 8.3. This notice board will be in the form and design approved by SHHOA as described in Clause 9.0
- 8.4. The notice board will strictly accommodate the Development Proposal; Street Address; Lot Number; Owner's Name; Architects Name and Contact Number; Engineer's name and Contact Number; Principal Building Contractor's Name and Contact Number; Landscape Contractor's Name and Contact Number; and any other Professional's Name approved by SHHOA. And the name and 24-hour contact number of the responsible person to contact in case of any emergency.
- 8.5. The architect must submit a copy of the proposed Professionals Notice board to the Building Control Manager for approval at least 14 working days prior to the site handover date, or within adequate time to obtain the SHHOA approval and have the Notice Board manufactured in time to be erected prior to the site hand over meeting.
- 8.6. On approval by the Building Control Manager, the Architect or the Principal Building Contractor will issue the Sign Writer the relevant SHHOA approved information for the Professional Notice Board.
- 8.7. The design and specifications for this board is as follows:
 - Typeface shall be Helvetica Medium.



- The sizes of the lettering and dimensions are indicated hereafter and as per the diagram on the next page (Clause 9) and shall be strictly adhered to.
- The Project Title, Description, and Owner shall be White 80 mm high Helvetica Medium lettering on a Plascon Turf Green A23-7 or equal SHHOA approved colour background.
- The Professional titles and Company names shall be 60 mm high Black Helvetica Medium lettering on a White background. The Professional titles will be underlined with a 10 mm wide Black line.
- The 40 mm wide surrounding border and lines shall be Plascon Turf Green A23-7 or equivalent SHHOA approved colour.
- The inclusion of the words "FOR SALE"; "TO LET"; "SPEC"; or "TO BUY" is strictly not permitted.
- The width of the board must be 1850 mm and the height must not exceed 2000 mm.
- All lettering shall start 150 mm in from the left side of the board, and end 150 mm in from the right hand side of the board.
- The distance between the black under lining will be 190 mm measured from centre to centre of these lines.
- The distance between the word ARCHITECT and the green heading banner will be 60mm, with the same distance between the bottom of the board and the word EMERGENCY.
- The width of the green Project Title Banner shall not exceed 490 mm.
- This notice board will be adequately fixed to two 150 mm gumpoles. The gumpoles will be adequately planted in firm soil to support the board and any wind force.

- 8.8. Note that all the professional services involved on the project must be shown, as listed Clause 9.
- 8.9. No other signage of any Building Contractor; Sub-Contractor; Service Provider; Financing Company; Real Estate; Agents; or any other parties concerned with the project may be erected on the site or anywhere on the Estate.
- 8.10. The board must be positioned hard up against the shade cloth fence, as near to the entrance to the site as possible without obscuring any road signage and traffic. The board must be parallel with the road.
- 8.11. The board must be positioned hard up against the shade cloth fence, as near to the entrance to the site as possible without obscuring any road signage and traffic. The board must be parallel with the road.

9. TYPICAL PROFFESIONAL NOTICE BOARD FOR SHOOA SITES

1460 mm for domestic and 1510 mm for PUD

40mm wide green border.

1850 mm maximum width of board

490 mm top title section

10. LITTER AND REFUSE CONTROL

- 10.1. The Principal Building Contractor shall control all litter and refuse on his/her site by the following methods:
- 10.2. Placement of adequate number of litter bins, skips, or demarcated and screened refuse areas in accordance with the Serenity Hills Eco-Estate Environmental Management Plan and the Ray Nkonyeni Municipality requirements.
- 10.3. The site must be cleared of all litter and building refuse which must be removed from the Estate at least once per week, in particular on a Friday.
- 10.4. Burning of any litter, refuse, or rubbish is strictly not permitted on any site.
- 10.5. Any litter spread outside the site is to be immediately picked up. This includes building debris and stones in the driveway access to the site and in the road verge and road directly adjacent to the site.
- 10.6. Any spillage of refuse and/or building materials on any of the Estate's roads or verges must be cleaned up immediately.
- 10.7. The site must be litter and refuse free over weekends, public holidays, and during any extended closure periods.
- 10.8. The Estate Manager and/or the Building Control Manager may require the Building Contractor to stop all construction work to clear the site at any stage and within a specified period if, in their opinion, the site is untidy and aesthetically not acceptable. Any claim of contractual delays will be at the contractor's expense.
- 10.9. All litter bins must have lids, and skips must have a shade cloth covering to prevent the contents from being wind blown over the site.
- 10.10. All refuse and bin storage areas must be screened off with green 80% factor shade cloth as described in Clause 6.4 of this protocol.
- 10.11. Litter bins must have inner plastic refuse bags for efficient control and safe disposal.
- 10.12. The Building Contractor to ensure all sub- contractors, suppliers, service providers, and staff strictly adhere to this requirement.
- 10.13. All flammable, toxic, or contaminated refuse must be contained in separate safe containments and disposed of by a registered waste management company.
- 10.14. All paint and toxic waste must be in separate safe containments.

11. VEGETATION

- 11.1. No vegetation of any description, other than alien invasive plants, is to be removed, cut back, or pruned, without the written consent of the Estate Manager.
- 11.2. Contractors are to take all the necessary precautions to prevent the introduction of any alien species to the Estate.
- 11.3. The Principal Building Contractor must ensure that his site is always free of weeds/alien plants.
- 11.4. The Principal Building Contractor will ensure that his site and working areas are always kept clean and tidy.
- 11.5. No harvesting of firewood from the site or from any areas adjacent to the site is permitted.



- 11.6. Contractors to exercise extreme care in the storage, handling and transportation of any materials which could be detrimental to the natural environment and vegetation.
- 11.7. All banks must be cut and trimmed to 26°, and then vegetated with grass immediately on completion of the earthworks.

12. STORM WATER & EROSION CONTROLS

Please refer to the Environmental Management Plan and strictly adhere to the requirements.

- 12.1. The Building Contractor will install temporary construction entrances, fences, and other erosion control methods considered necessary immediately upon the building site / building footprint being cleared. All erosion control measures must be undertaken in collaboration with the Estate Manager, Building Control Manager, or the Landscape Consultant, to ensure erosion is avoided. Sandbags and berms are to be placed where necessary to prevent erosion, particularly over weekends, holidays, and extended closure periods.
- 12.2. The Principal Building Contractor must attend to drainage of the building site to avoid standing water and/or sheet erosion.
- 12.3. The Building Contractor must inspect the site and ensure that the erosion control methods that are in place are maintained and adequately serve their function. This inspection must be carried out daily.
- 12.4. The Principal Building Contractor is required to inspect his sites during any rainstorm during and after working hours and implement any emergency stormwater control work immediately.
- 12.5. Stormwater damage, remedial work, and cleaning up must be done immediately after any rainstorm.
- 12.6. SHHOA management will carry out regular site inspections and assess the erosion control management, and if in their opinion, find that it is not adequate, will instruct the Building Contractor to carry out remedial work and improve his/her erosion control management within a certain period, and to maintain the standard throughout the construction period.

13. WORK HOURS

- 13.1. Unless otherwise approved by the Serenity Hills Eco-Estate Homeowners Association's Management, construction work shall be strictly limited to the time between 07h00 and 18h00 from Mondays through to Fridays.
- 13.2. Saturdays will strictly be by site specific motivations and written consent from the SHHOA Management and will strictly be between 07h00 to 16h00 as specified by SHHOA Management on consent subject to no earthwork, heavy plant equipment, no power tools, and no reports received of any noise being generated from the site.
- 13.3. In certain built-up areas on the Estate consent to work on a Saturday will not be considered.
- 13.4. No deliveries will be permitted outside the working hours specified, and on any Saturday, Sunday, or Public Holiday.
- 13.5. No work will be permitted on any Sunday and/or Public Holidays.
- 13.6. No Contractor or employee of such contractor shall be entitled to be on the site other than during the hours provided, and no Contractor or employee of such contractor will be permitted to stay overnight and sleep on any site unless the prior written consent of the SHHOA Estate Management is given.



- 13.7. No camping and sleeping over on site.
- 13.8. A responsible person with a 24-hour emergency contact number must be appointed by the Building Contractor in case of any emergency on site. This person's name and number must appear on the Professional Notice Board, and this person must be available at all hours to respond immediately when contacted.
- 13.9. Deliveries to any site is only permitted between 08h00 and 16h30 Monday to Friday. Should the contractor have an urgent delivery between 06h00 to 08h00 or between 16h30 to 18h00 from Monday to Friday, then the Principal Building Contractor or his designated Site Foreman must personally meet the delivery vehicle outside the Estate and escort it onto the Estate to the site, and then after the delivery escort the delivery vehicle off the Estate. Please note: Telephonic notification to our security control room requesting access for these after-hours deliveries will not be accepted.
- 13.10. For deliveries between 08h00 and 16h30 Monday to Friday, the Principal Building Contractor or his designated Site Foreman must be on the site to accept the delivery and ensure the material delivered is placed correctly on the site. Under no circumstances must a sub-contractor or any other person be left in charge on a site to accept any deliveries.
- 13.11. If any Principal Building Contractor or designated Site Foreman have made arrangements with a sub-contractor or a lift club to transport staff or labor to and from the site, then the Principal Building Contractor or his designated Site Foreman must be on the site to ensure these persons arrive at an open site. Under no circumstances may staff or labor be dropped off outside a locked site and congregate outside the site waiting for the site to be opened or congregate outside the site waiting to be collected.

14. SECURITY

Please note: The times specified is the actual time from when contractors will be allowed onto the Estate in the morning and the time the contractors must be off the Estate by in the evening.

Note: This Clause must be read in conjunction with the Security Rules and Procedures Protocol.

- 14.1. All Contractors, sub-contractors, suppliers, service providers, and employees are to comply with all Security Regulations and Protocols as prescribed in the Security Protocol, as amended from time to time. It is the Building Contractor's responsibility to ensure he/she has the latest edition and that all persons on site are familiar with the contents thereof and strictly adhere to these regulations.
- 14.2. No employees are allowed to congregate around any of the Estate's gates waiting to be transported to and from the Estate. Any pick-up point is to be away from the Estate gates.
- 14.3. The recruiting of casual labor by the gates is strictly forbidden. All employees are to be properly employed and registered with the Estate's Security Management.
- 14.4. The Principal Building Contractor must submit a list of names, identity numbers, and contact details of all staff members, employees, sub-contractors, and service providers working on his/her specific sites prior to access to the site being granted.
- 14.5. All accidents, break-ins, theft, or dangerous situations must be reported to SHHOA management immediately.
- 14.6. Any individual contractor or employee found to be in possession of stolen property, whilst on or attempting to exit the Estate, will be detained, and escorted to their employer, or complainant for whatever action is decided by such employer or complainant. The access card of the offender will be cancelled and their access onto the Estate permanently banned.

- 14.7. Strikes, toy-toying, or demonstrations will not be permitted on the Estate or at any of the Estate's gates. All labour/work disputes must be resolved off the Estate.
- 14.8. No firearms will be allowed on any site or in any vehicle transporting staff to and from any site, unless used by Serenity Hills Security personnel.
- 14.9. If the Principal Building Contractor requires additional security for a specific site, this must be arranged with the Estate contracted security company via the Estate Manager. The costs of such additional security will be borne by the Principal Building Contractor.

15. BEHAVIOUR

- 15.1. All construction staff, labourers, service providers, and suppliers are expected to behave in a professional workmanlike manner at all times on the Estate. Their behaviour shall not disturb other residents or activities on the Estate. The Estate Manager, Building Control Manager, and Security Manager shall have the right to control behaviour and noise generated by construction workers and to ban disruptive or disrespectful workers from the Estate.
- 15.2. The Principal Building Contractor must ensure that all staff, labour, sub-contractors, service providers, suppliers, and visitors entering a site under his/her control, have been adequately inducted in site safety, environmental awareness, and the Estate's Protocols and strictly adhere to these rules and requirements.
- 15.3. Bringing pets onto any building site is forbidden.
- 15.4. The Principal Building Contractor must always ensure that excessive noise is prevented.
- 15.5. No employee, sub-contractor, or construction staff may leave the building site they are working on at any time save in the exercise of their duties, and only then by vehicle and not on foot.
- 15.6. In the case of construction on more than one site, movement of personnel between sites is restricted to vehicles, i.e. no pedestrian traffic.
- 15.7. No employee employed by the Building Contractor shall be entitled to be on the site other than during the hours provided in clause 14.2 unless the prior written consent of the SHHOA Estate Management is given.
- 15.8. The Building Contractor is responsible for the conduct of all their staff, labourers, sub-contractors, suppliers, and service providers from the time they have entered Serenity Hills Eco-Estate, and until they have left the Estate.
- 15.9. Contractors may not bring or allow any of their staff, labour, sub-contractors, suppliers, and service providers to bring any alcohol onto the Estate or allow alcohol to be consumed on any construction site, save for any written consent given to a Principal Building Contractor to host a roof wetting or completion celebration on a specific site under controlled conditions and out of sight.
- 15.10. All contractor staff shall always whilst on the Estate, wear overalls or shirts displaying the name of the company or contractor they are representing, and wear and visually display their access cards.

16. SUPERVISION

- 16.1. A Supervisor or Site Foreman shall be appointed to control the site. No such Supervisor/Site Foreman will be permitted to control more than three Single Dwelling sites, or one P.U.D., on the Estate at any one time. He/she is to be on site or be immediately available during working hours when required by SHHOA management and will be deemed to be the Building Contractor's representative in the Building Contractor's absence.



- 16.2. This Supervisor or Site Foreman must be trained and qualified in all aspect of site safety, first aid, and building construction.

17. ACCESS TO THE ESTATE, USE OF ROADS, AND DAMAGE TO ESTATE PROPERTY

Please Note: No casual labour is permitted on site. All labour must be registered employees of the Contractor.

- 17.1. The Contractor shall ensure that all vehicles use the roads with due care and consideration for passenger and pedestrian safety.
- 17.2. Should any of the road edging/verges, Telkom and electricity manholes, sewer connections, irrigation coupling valves, water meters and pipes, fire hydrants, any other services or trees on the property or verge be damaged by any Contractor, Supplier, Service Provider, Sub-Contractor, Staff Member, or Labourer under the Principal Building Contractor's control, then the Principal Building Contractor shall be responsible for repairing such damage immediately at his/her own cost. Precautionary measures must be taken at the outset to prevent any such damage.
- 17.3. No articulated or abnormal vehicles, with or without trailers, may enter the Estate, unless the express permission of the Estate Management is obtained via the Estate's security. If permission is granted, the vehicle may enter the Estate with due care and undersupervision of a member of the Estate Management and the Site Foreman/Building Contractor of the specific site the vehicle is going to. The same procedure will be repeated when the vehicle leaves the site. Any damage along the way will be recorded and photographed. The Building Contractor will be held responsible to rectify any damage to SHHOA's satisfaction and approval.
- 17.4. Care shall be taken when transporting materials to the site that the Estate speed restriction of 30km/h is strictly adhered to.
- 17.5. During transportation on the Estate of any person on any open truck or LDV, these persons must be transported safely seated within the confines of the bin with the tailgate shut and secured. They are not permitted to be transported in a standing position, sitting on the bin's rim, or stand on the tailgate or towbar. Any person being transported is also not permitted to sit on top of any materials loaded in the bin.
- 17.6. Failure to take due care or to adhere to the speed restriction or any other traffic signs will result in a driver being fined or banned from access to the Estate and any construction site.
- 17.7. The Contractor indemnifies the Serenity Hills Eco- Estate Homeowners Association and its employees or representatives against any claims for loss or damage, which may occur on the Estate during any work being carried out.
- 17.8. No vehicles may enter the Estate carrying more than 5m³ concrete.
- 17.9. Any vehicle, in the opinion of SHHOA Management, found to be not road worthy, a danger on the Estate, causes any pollution or contamination of the environment on the Estate, will be removed off the Estate.
- 17.10. Servicing or carrying out repairs to any vehicle or equipment is not permitted on the Estate.

18. PARKING

- 18.1. Construction vehicles shall not be parked in any area other than on the building site, or by special consent from SHHOA Management, on the verge bordering the site. Vehicles parked on the verge shall be parked with due consideration for users of the street and on the correct

side of the road. Any damage caused to the verge and/or Estate and private property by the parking of vehicles, including oil, diesel, or material spillages, will be repaired immediately at the Principal Building Contractor's expense.

- 18.2. It is the Principal Contractor's responsibility to ensure adequate parking is available on the construction site for vehicles visiting and/or delivering materials.
- 18.3. To minimise the volume of traffic and congestion on site, the Principal Building Contractor must transport his labour and staff on and off site who do not use their vehicles for business purposes on site during the working day.
- 18.4. A hardened access scoop must be constructed at the site entrance in accordance with the SHHOA driveway access scoop specifications. This access scoop must be installed immediately after the site hand over and prior to any earthwork and construction commencing.

19. STORING OF CONSTRUCTION MATERIALS AND HAZARDOUS SUBSTANCES

- 19.1. All construction material shall be stacked neatly and safely behind the shade cloth screening on the site where the work is being done. No stockpiles of material to exceed 2,0 metres in height.
- 19.2. All materials and equipment must be stored in safe manner in terms with the Occupational Health and Safety Act.
- 19.3. No materials or equipment may be placed or stored outside of the building site, on the verge, or on adjacent sites at any time. Any materials or equipment delivered to the site and left on the verge due to the site being inaccessible, and then the materials and equipment must be moved onto the site by hand by 18h00 on the day of the delivery.
- 19.4. Should the Principal Building Contractor encounter a late delivery which cannot be moved off the verge by 18h00 on the day of the delivery, then he/she must contact the SHHOA Management prior to 16h30 and request consent, which SHHOA will consider allowing the contractor until 20h00 to move the materials, or alternatively to leave it on the verge overnight subject to it being moved onto site from 06h00 the following day.
- 19.5. Residents living adjacent to any construction site where hazardous materials are stored must be notified of the existence of such hazardous materials and location of the storage area.
- 19.6. The Principal Building Contractor shall submit to SHHOA Management and Security Control, a method, and plans for the storage of hazardous materials and emergency procedures.

20. TOILET AND ABLUTION FACILITIES

- 20.1. The Principal Building Contractor must provide adequate (dark green colored) temporary portable chemical toilet facilities. These toilets must be serviced by a sanitation company at least once per week. Site toilets are not permitted to be connected to any of the Estate's sewer drains.
- 20.2. The toilets may not be placed within 50 meters from any dam, wetland boundary, water course, soak away, river, stream, or any water bodies.
- 20.3. No person is permitted to urinate anywhere on the site other than in the toilet facility provided.
- 20.4. Under no circumstances may open areas and/or the surrounding bush be used as toilet facilities.
- 20.5. The toilets must be adequately screened off with dark green 80% factor shade cloth as described in Clause 5.0 of this Protocol. Toilets are to be provided at a rate of not less than

one toilet for every 20 (or part thereof) personnel on site. Separate toilets must be provided for both male and female working on the building site.

- 20.6. SHHOA reserves the right to stop all work on any site if in their opinion insufficient or no toilets have been provided, until sufficient facilities have been provided.
- 20.7. Any wash-up areas must be piped to the portable holding tank on site, which must be serviced on a weekly basis by an approved and registered sanitation company.
- 20.8. Adequate changing area where staff can change clothing and store personal effects must be provided by the Principal Building Contractor. No clothing, bags, etc. will be permitted to hang over the shade cloth fencing, trees, or in view of any visitors to the site, or from outside the site. No person is permitted to change outside the site or in view of any public from any road or adjacent site.
- 20.9. The Principal Building Contractor must carry out regular inspections on these facilities and ensure that any contamination and pollution is remedied immediately, and that these facilities do not pose an unhygienic and health hazard at any time.
- 20.10. A screened off toilet must be placed on site prior to any work commences, including the site establishment work prior to the site hand over date.

21. FINAL CLEAN UP AND COMPLETION

- 21.1. At the conclusion of the construction work, preferably at Practical Completion, the Principal Building Contractor shall restore all pavements, verges, roadways, ditches, 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, and remove all temporary fencing, offices, storage, equipment, and materials. Where necessary, verges are to be levelled to their original condition, grass sods laid and any trees destroyed replaced, in liaison with the Estate Landscaping Consultant. Any polluted soil due to oil or diesel spills to be excavated and disposed of off-site outside the Estate at an approved landfill site, the hole filled with approved top- soil, and the vegetation rehabilitated.
- 21.2. The Estate Manager or the Building Control Manager will, on completion of the work on site, as part of the approval of the as-built plans by SHHOA, carry out an inspection of the works inclusive of the verges and services.
- 21.3. On completion of each project, the finishing standard and quality of the work will be assessed, and should the Building Contractor's work not be acceptable in respect of Serenity Hills Eco-Estate standards and quality, then, in the interest of the Estate and the Home Owners, the Building Contractor will not be permitted to do any further work on the Estate.

22. INSURANCE

- 22.1. The Contractor shall take out at his/her own expense a public liability insurance of not less than R1,000,000.00 per construction site for any claim for damages arising from the acts or omissions of it or its employees or agents. The Contractor hereby indemnifies SHHOA against payment of any such claims for damages.
- 22.2. A Certificate confirming this insurance is to be submitted to SHHOA at least 3 days prior to the anticipated site hand over date.

23. EXTERIOR COATINGS

- 23.1. The Contractor acknowledges the requirements to comply fully and strictly with the SHHOA Building Design Code and Town planning Controls in all respects as amended from time to

time, as well as regarding exterior coatings and colours. Failure to comply with this requirement will result in SHHOA insisting on the exterior coatings being re-applied at the Contractor's expense.

24. NEIGHBOURING PROPERTIES

- 24.1. No encroachment onto neighboring sites and Estate property will be permitted during construction without the prior written permission of the registered owner of such site and SHHOA. SHHOA reserves the right to refuse permission if in their opinion it is not a necessity to encroach.
- 24.2. No work will be permitted beyond the demarcated wetland area boundaries.

25. APPROVED PLAN & SITE HANDOVER

- 25.1. No work may commence on any site prior to the official site handover and written permission from SHHOA.
- 25.2. Construction may only commence on production of building plans approved by SHHOA and Ray Nkonyeni Municipality (The presentation of these plans must be at least 3 working days prior to the site handover date).
- 25.3. No interference or use of neighboring or Estate services or property is permitted without express written permission of the owner or the Association.

26. DEVIATION FROM APPROVED PLANS

- 26.1. The Contractor shall not deviate from the approved building plans in any form without being in possession of an approved amended plan or written permission from the Building Control Manager to proceed with the deviation.
- 26.2. All proposed deviations must be submitted by the Architect to SHHOA and the Ray Nkonyeni Municipality for approval prior to any deviations commencing on site.
- 26.3. The Architect or the Principal Building Contractor must discuss all deviations and additional work on site with the Building Control Manager prior to such work commencing, and written approval must be obtained to commence with such work.

27. BREACH

- 27.1. In the event of the Contractor being in breach of any obligations under this agreement, including the Serenity Hills Environmental Management Plan, the Design Guidelines, and the Town planning Controls, SHHOA shall be entitled to one or more of the following remedies:
 - 27.1.1. Give written notification to the Contractor to remedy the breach within 24 hours.
 - 27.1.2. Close the Contractor's access to the site until the breaches have been remedied. Any contractual delay claims will be at the Contractor's expense.
 - 27.1.3. Insist on rectification of the breach at the cost to the Contractor.
 - 27.1.4. Issue a written warning.
 - 27.1.5. Imposition of a fine as indicated in the Penalty Protocol, or as decided by the Serenity Hills Eco-Estate Homeowners Association Rules Committee and/or Management.
 - 27.1.6. Banning the Contractor from the Estate for a certain period.
 - 27.1.7. Permanent banning from the Estate and removal from the Accredited Contractors List.

28. ENVIRONMENTAL MANAGEMENT PLAN

- 28.1. All Contractors will strictly comply with the provisions of the Serenity Hills Environmental Plan and the site-specific Environmental Management Plan (E.M.P.), as amended from time to time. Copies of these are available from the SHHOA Management office.
- 28.2. It is the Principal Building Contractor's responsibility to ensure that all site supervisors and site foremen have at least one hour's Environmental awareness training by SHHOA Management. Site supervisors and foremen will not be permitted to work on any site without SHHOA environmental clearance. Please note that a training cost will be charged.
- 28.3. Failure to comply with the requirements of the Environmental Management Plan in any form will result in a severe penalty being imposed on the Contractor by SHHOA and the Kwa Zulu Natal Department of Agriculture and Environmental Affairs (D.A.E.A.).

29. HISTORICAL & ARCHAEOLOGICAL

- 29.1. Possible items of historical archaeological including foundations, clay ware, remains, fossils, etc. could be found on any site. When a contractor during site establishment and earthwork comes across any of these, they must stop work immediately and notify SHHOA Management to investigate, document, and photograph any such finds. Should it be a significant find, then the Research and Development Division of AMAFA will be contacted.

30. NOISE

- 30.1. Machinery and vehicles are to be kept in good working order throughout the duration of the project to minimize noise nuisance on the Estate.
- 30.2. Noisy activities must be restricted to the times specified under Clause 14.2.

31. DUST AND AIR POLLUTION

- 31.1. Vehicles traveling to and from any construction site must adhere to the speed limits so as to avoid producing excessive dust.
- 31.2. A speed limit of 30 Km/h must be adhered to on all dirt roads.
- 31.3. Access and other cleared surfaces must be dampened whenever possible and especially in dry and windy conditions to avoid excessive dust.
- 31.4. Wherever dust is unavoidable on a site, additional screening will be required at the discretion of the Environmental Officer and SHHOA Management.
- 31.5. Vehicles and machinery must be kept in good working order to meet manufacturer's specifications for safety, fuel consumption, and prevention of hydraulic system and fuel leaks.
- 31.6. Should excessive emissions be observed, the contractor must carry out remedial work to the machinery or vehicle immediately.
- 31.7. No fires are allowed on any site.

32. BUILDING CONTRACTOR AND PRINCIPAL AGENT

- 32.1. This inspection is done after remedial work to all verges and/or any road and services damages have been done. The levy amount can be obtained from the SHHOA Management office.

- 32.2. This levy will be used to maintain, repair, or replace damage caused to verges, roads, and services by any Construction Vehicles or Contractor.
- 32.3. If any damage caused by a Contractor, Supplier, Sub-Contractor, or staff member, and SHHOA can identify the culprit, then SHHOA will instruct the Building Contractor to repair or replace the specific damage within a reasonable time period at the Building Contractors expense.
- 32.4. Should the Building Contractor fail to comply with Clause 36.1.3, SHHOA will have the repairs or replacement done and directly debit that Contractor.
- 32.5. Failure to pay for such repairs may result in suspension of access to the Estate until such time as the matter is settled. Any contractual delay claims will be at the Contractors expense.
- 32.6. The Principal Building Contractor is obliged to sign a Debit Order for this levy at time of the site hand over.

33. SECURITY LEVY

- 33.1. A monthly security levy is payable to SHHOA for security, to cover access control, manpower, administration, patrolling, and site checking costs. This levy is payable from the date of the site handover and will continue through to the date the Building Contractor has officially moved off site or, the date the owner of the property has physically taken occupation of the building. The levy amount can be obtained from the SHHOA Management office.
- 33.2. The Principal Building Contractor is obliged to sign a Debit Order for this levy and submit it to SHHOA at least 3 days prior to the site hand over date.

34. NON-WAIVER

- 34.1. No indulgence, which any party may give to the other party in terms of this agreement, shall constitute a waiver by the former of any of its rights under this agreement.

35. VARIATION

- 35.1. No agreement varying, adding to, deleting from, or cancelling this agreement, and no waiver of any right under this agreement, shall be effective unless reduced to writing and signed by or on behalf of the parties.

36. SKILLS TRAINING

- 36.1. In the interest of Local Community Development, local labour must be employed wherever possible, and an on-site skills training programme must be implemented. Details of the training program to be submitted to SHHOA at each site hand over.

37. MAINTENANCE AND DAMAGE LEVY

- 37.1. All Building Contractors and Owner/Builders will pay a monthly non-refundable verge and street damage levy. This levy is payable from the date of the site handover and will continue through to the date the SHHOA Building Control Manager has done the "As- Built" Completion site inspection.

38. EARTH WORKS COMPLETION

- 38.1. The banks must be trimmed, shaped, and grassed immediately on completion of the earth works (cutting of platforms and banks).
- 38.2. The shade cloth fencing must then be moved to a position on top of the bank on the platform.



SERENITY HILLS ECO-ESTATE HOMEOWNERS ASSOCIATION

Registration No. 2023/621709/08
Farm 23, Old Izotsha Road. Margate. 4275
Tel: 073 142 8292

AGREEMENT: BUILDING CONTRACTORS; SUB-CONTRACTOR'S; & SERVICE PROVIDERS

This document must be completed and signed (in black ink) in respect of all work carried out on all phases of the Serenity Estate Development.

Lot No. Street address:

Principal Agent:Principal Contractor:

1. PARTIES

1.1. Serenity Hills Eco-Estate Homeowners Association – **"SHHOA"**

Registration No. 2023/621709/08

1.2.

"The Contractor" (Trading name and full names of Principal Contractor.)

Company Registration Number:.....

Workman's Compensation Number:.....

National Home builders Registration Council Number and expiry date:.....
(Please Note: a copy of the NHBRC Certificate must be attached)

Company Contact numbers (Fax, landline, and cell) :

Postal Address :

Contact person :

2. RECORDAL

2.1. The Contractor hereby acknowledges he/she has received a copy of this Contractor's Protocol in respect of all work carried out on all phases of the Serenity Estate and accepts the obligations in favour of the SHHOA, as set out in this agreement. He/she also acknowledges this agreement stands in respect of all present and future work carried out on all phases of the Estate. SHHOA reserves the right to amend this protocol from time to time. The Contractor will be advised of any such amendments.

2.2. The Contractor also hereby acknowledges that the SHHOA has the right to add to or remove any Contractor from the list of Accredited Contractors, as per their powers under clause 1.4 of the Articles of Association, and to levy fines upon such accredited Contractors in terms of Clause 7.4 of the Articles.

2.3. Signed:

(Contractor) Witness: Date:

2.4. Signed:

(SHHOA Management) Witness: Date:



SERENITY HILLS

A COPY OF THIS DOCUMENT MUST BE GIVEN TO THE BUILDING CONTRACTOR AT EACH SITE HAND OVER.
PAGE 21 TO BE RETAINED BY SHHOA.

SERENITY HILLS ECO-ESTATE HOMEOWNERS ASSOCIATION

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Contact person :

4. RECORDAL

4.1. The Contractor hereby acknowledges he/she has received a copy of this Contractor's Protocol in respect of all work carried out on all phases of the Serenity Estate and accepts the obligations in favour of the SHHOA, as set out in this agreement. He/she also acknowledges this agreement stands in respect of all present and future work carried out on all phases of the Estate. SHHOA reserves the right to amend this protocol from time to time. The Contractor will be advised of any such amendments.

4.2. The Contractor also hereby acknowledges that the SHHOA has the right to add to or remove any Contractor from the list of Accredited Contractors, as per their powers under clause 1.4 of the Articles of Association, and to levy fines upon such accredited Contractors in terms of Clause 7.4 of the Articles.

4.3. Signed:

(Contractor) Witness: Date:

4.4. Signed:

(SHHOA Management) Witness: Date: