



M Z U R I

**MZURI ESTATE CODE OF CONDUCT FOR BUILDERS
AND SERVICE PROVIDERS**

JUNE 2022

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EMBRACE
OPPORTUNITY

Everything you would expect

MZURI ESTATE CODE OF CONDUCT FOR BUILDERS AND SERVICE PROVIDERS

entered into between:

(full names, registered number, if applicable and address of Service Provider or representative who guarantees that he is duly authorize thereto)

("the Service Provider")

And

(full names, registered number, if applicable and address of the owner or representative who guarantees that he is duly authorize thereto)

("the Owner")

And

MZURI ESTATE PROPERTY OWNERS ASSOCIATION

a statutory governing body instituted in terms of Section 29 of the ordinance Land Use Planning ordinance Nr 15 of 1985

("the Association")

2. Introduction

WHEREAS the Owner and the Service Provider entered into an agreement in terms whereof certain services shall be provided by the Service Provider to the Owner

AND WHEREAS the Service Provider agree and acknowledge that the Mzuri Estate Property Owners Association, has amongst its primary objectives, the objective to ensure a high quality lifestyle and security for the owners and residents of the Mzuri Estate,

AND WHEREAS in terms of Clause 28.1.10 of the Constitution of the Mzuri Estate Property Owners Association provides for the commitment of the parties to a code of conduct in building, construction and or other services provided

NOW THEREFORE the parties agree and bind themselves to the following terms and conditions.



1. Interpretation

1.1 Unless the context clearly indicates a contrary intention an expression which denotes a natural person includes an artificial person and vice versa;

1.2 The following expressions shall bear the same meaning assigned to them below and cognate expressions bear corresponding meaning:

1.2.1 **“Common Property”**: means:

(a) Any portion of the Land registered in the name of the Association;

(b) Any portion of the Land within the Estate which is not subject to an exclusive right in favour of a Member; and

Including private open space, private streets, internal engineering services arising from the sub-division of the Land, all entrances, communal Roads, public open areas, gardens, all visitors' parking bays and any other such areas as may be determined by the Committee from time to time as being common property.

1.2.2 **“Architectural Guidelines”** means the Architectural Guidelines referred to in clause 29 of the Mzuri Property Owners Association, a copy of which is available on the Estate's web page.

1.2.3 **“Owner builder”** means—

(a) a person who builds a home for occupation by himself or herself; or

(b) a person who is a registered home builder in terms of the Housing Consumers Protection Measures Act No. 95 of 1998 and who assists a person contemplated in paragraph (a) in the building of his or her home.

1.2.4 **“The rules”** means the rules established in terms of Clause 28 of the Constitution of the Mzuri Property Owners Association.

1.2.5 **“Service provider”** means any person and/or entity carrying out development and building service in the estate and shall include but not restricted to, Building contractors, Project managers, Building material suppliers, Developers, Owner Builders. This definition of service provider is not exhaustive and where the interpretation of the paragraph warrants, shall also include employee, agents, casual worker and sub-contractor (“hereinafter referred to as the staff compliment”) of the said service provider that might be appointed for carrying out development and building services in the estate.

2. REGISTRATION OF SERVICE PROVIDERS

2.1 The Service Provider must be registered as such with the Association.

2.2 No unregistered Service Provider shall render any services on the Estate.

2.3 An owner builder is also required to register as a Service Provider and shall, for purpose of this agreement, be deemed to be a Service Provider.

2.4 Registration of Service Providers shall take place according of the Rules of Mzuri Estate



and as set by the committee from time to time.

3. THE RULES OF MZURI ESTATE

The Service Provider hereby binds itself to the rules of the Association and acknowledges that it is acquainted with the contents thereof as if specifically quoted in this agreement.

4. SECURITY AND SITE ACCESS AND EGRESS

4.1 The Service Provider shall adhere to and co-operate with the security measures and procedures implemented by the Association or its contracted security company.

4.2 The Service Provider shall not be allowed access to the estate for any purpose unless the person is in possession of a valid identity document and access card issued by the Association or its authorities.

4.3 If the person of the Service Provider or any member of staff of a Service Provider is not a citizen of South Africa, he/she will not be allowed access unless he/she is in possession of a valid passport and a valid work- and immigration permit and an access card issued by the Association or its authorities.

4.4 The following access and working timetable will be applicable to all Service Providers:

Monday to Friday	07h00 to 18h00
Saturday	08h00 to 13h00
Sundays and Public holidays	No work
Builders holidays	No work

4.5 Service Providers shall not render services outside of the timetable set out in Clause 4.4.

4.6 The Association may, on application by the Service Provider or Owner, permit access to the Estate on Sundays and Public holidays.

4.7 Applications in terms of Section 4.6 must be lodged with the Association at least 2 (two) weeks prior to the date on which the activity shall take place.

4.8 If and when permission is granted it shall be in writing.

4.9 The Service Provider shall leave the estate after the regulated time mentioned in Section 4.4 above.

4.10 Should an owner and Service Provider wish to procure private security (i.e. guard on site) after the regulated hours mentioned above, such services shall only be procured from the security company. The agreement in regard to the abovementioned service will be concluded between the owner, Service Provider and the said security company, taking into account the security measures imposed by the estate from time to time.

4.11 If a Service Provider is also a tenant or house owner in Mzuri Estate, then only he and his family may remain in the estate. No member of his staff will be allowed on the estate after the regulated egress time.



- 4.12 No member of staff of an owner or Service Provider is allowed to rent a house on the Estate for construction purposes of any kind.
- 4.13 The committee of the Association shall determine the period of the Builder holiday from time to time. On such determination the committee shall notify the owners and Service Provider timeously.
- 4.14 All vehicles of service providers, delivery vehicles etc, entering or leaving the Estate may be subject to a search by the Estate Manager, Security Manager or appointed security personnel.
- 4.15 The point of access and egress for the Service Provider and its staff is through the designated points at the main entrance.
- 4.16 Once on site the Service Provider and its members of staff are not permitted to walk around the estate.
- 4.17 Any breach by the Service Provider in respect of this Section shall entitle the Association to:
- 4.17.1 Deny the Service Provider access to or remove Service Provider from the Estate;
- 4.17.2 And/or Levy a fine against the owner.

5. ACCESS CARDS

- 5.1 The Service Provider shall apply to the security company contracted by the Association for an access card to be issued to each and every member of its staff.
- 5.2 The cost of an access card shall be determined from time to time.
- 5.3 Access cards shall only be issued on payment of the prescribed fee, completion of the application forms and the lodgment for each and every member of staff of his / her identity document.
- 5.4 Lost access cards shall be replaced on application and payment of the fee.
- 5.5 The Service Provider shall apply for access cards to be issued to sub-contractors i.e. glazers, under floor heating specialists, landscapers, cleaners, etc.
- 5.5 Any breach by the Service Provider in respect of this Section shall entitle the Association to:
- 5.6.1 Deny the Service Provider access to or remove Service Provider from the Estate;
- 5.6.2 And/or Levy a fine against the owner.

6. DISCIPLINE

- 6.1 The Owner and Service Provider shall be responsible for the discipline of the service provider's members of staff and ensure that they adhere to the rules and security measures imposed from time to time by the Association.



- 6.2 Members of staff shall be transported by vehicles to and from their place of work within the estate.
- 6.3 Employment or any other disputes between owner, Service Provider and Members of staff shall be settled outside the estate.
- 6.4 Any Service Provider or a member of its staff guilty of
- 6.4.1 disturbing any animal or bird life in the estate;
 - 6.4.2 removing any building material from any property other than the building rubble or refuse from the estate without the required authorization from owner or possessor of the material;
 - 6.4.3 committing any crime;
- shall be expelled and refused access to the estate pending the determination of his case by the relevant authority and the committee.
- 6.5 Any breach by the Service Provider in respect of this Section shall entitle the Association to:
- 6.5.1 Deny the Service Provider access to or remove Service Provider from the Estate;
 - 6.5.2 And/or Levy a fine against the owner.

7. ENVIRONMENTAL CONTROLS

The Owner and Service Provider acknowledge that the Mzuri Estate is an environmentally sensitive development and agree and undertake to conform to all environmental controls specified in the Estate Operational Management Plan as may be revised time to time. The Estate Operational Management Plan forms an integral part of the Association and the development of the Mzuri Estate and as such is legally enforceable by the Association.

- 7.1 Building plan controls
- 7.1.1 The Service Provider must at all time during the construction phase ensure that a copy of signed approved building plans is on site available for inspection.
 - 7.1.2 Any variations to the approved building plan shall be of no force and effect unless and until it has been approved in writing by the Association. It must be submitted to the Association for signed approval and may only be implemented once the written approved variation is made available to the Service Provider.
 - 7.1.3 Prior to commencing building, the Service Provider must set out the foundations for inspection and approval by the Association and the Municipality of Cape Town.
 - 7.1.4 The Service Provider must also confirm in writing the following to the Association
 - 7.1.4.1 The height of the building as measured practical on site.



- 7.1.4.2 Set out and confirm, in writing, the form and state of temporary driveway with the Association; (to prevent delivery trucks damaging roadsides).
 - 7.1.4.3 Provide a site drawing indicating the position of storage shed(s);
 - 7.1.4.4 The position of topsoil an excavated soil storage areas;
 - 7.1.4.5 The position of building material storage areas;
 - 7.1.4.6 The position for concrete delivery wash-off; and
 - 7.1.4.7 The position of deliveries.
 - 7.1.4.8 Position of chemical toilets.
- 7.2 The Association shall be entitled to deny the Service Provider to commence building on Mzuri Estate until the above documentation is in place.
- 7.3 All activities relating to the construction of a building must be confined to be within the boundary of the erf or erven where construction is taking place, which shall include but not limited to the location of staff, the sitting of storage bins and storage materials.
- 7.4 Any breach by the Service Provider in respect of this paragraph shall entitle the Association to:
- 7.4.1 Stop or terminate all work being undertaken until the Association is satisfied that Service Provider equipment and material has been moved within and on the building site; and
 - 7.4.2 And/or Levy a fine against the owner.

8. SITE PRESENTATION

- 8.1 The site is to be kept clean. General cleaning and housekeeping practice must be adhered to during building operations. Refuse and building rubble must be removed weekly and building sites must be clean and neat on weekends.
- 8.2 During construction the service Provider shall erect a Hessian or shade cloth fence, alt least 1.8 meter high on the boundaries of the construction site. Thefence must be secured by at least 3 (Three) strand wires consisting of poles and droppers at 3m intervals.
- 8.3 No building related activity may encroach onto adjacent erven or park land.
- 8.4 No concrete, dagga, cement or related material may be temporarily stored, mixed or prepared on the roads or pathways.
- 8.5 No material on site may encroach onto an adjacent site, parks, roadways or pathways unless permission has been obtained from the lawful owner of the adjacent erf.

- 8.6 The Service Provider shall be responsible for the removal of any sand, cement or rubble that may be washed or blown onto the road, pavement an adjacent site during building operations.
- 8.7 Where delivery of the material by the Service Provider is impossible due to the location of the stand, the Service Provider shall ensure that material is transported and put on site by means of alternative transport.
- 8.8 The Service Provider shall provide adequate facilities for the disposal of refuse and building rubble and ensure that his members of staff workers utilize these facilities. The use of a waste/refuse bins or skip bin on every building site is mandatory.
- 8.9 No paper, plastic bags, empty food or beverage containers, cement bags, tile off- cuts, ceiling boards, roof tiles, rubble or similar material may lay around on any building site, adjoining property, open space, parklands, roads or sidewalks.
- 8.10 The Service Provider will ensure that the parkland, storm water systems, roadways and pavements near its building site are at all times kept clean and tidy.
- 8.11 The pollution and contamination of the groundwater and run off water in the estate is of particular concern and must be prevented at all times. The Service Provider shall ensure that special care is taken in the handling, disposal and cleaning up operations on site. Particular care on site should be taken on the use of paint, tile grout, cement, rhinolite, chemicals, oil, fuel etc. Notwithstanding any other penalty or fine that may be imposed on transgressions, the Service provider and Owner may be held liable for the payment of the costs relating tothe rehabilitation of the polluted area.
- 8.12 The washing of vehicles by Service Providers is prohibited on the Mzuri Estate.
- 8.13 No fires will be allowed on any part of the Mzuri Estate, includingthe building site.
- 8.14 During building operations, the Service Provider must provide chemical toilets or a temporary connected toilet to the main sewerage system with water flushing for use of the workers on site. No "long drop" toilets are permitted. The Service Provider shall not allow blockages of the sewerage system. The Service Provider shall ensure that toilet structures and cleaning facilities are suitably screened from the public view. An enclosure of a minimum of 1.6 meter high above NGL around the ablution area is required and should be big enough to allow workers to change and wash inside the enclosure. If there is no toilet on site, construction work and access to the site shall not be permitted by the estate.
- 8.15 The Service Provider may erect storage sheds/huts within the boundaries of the building site to a maximum height of 2.4 meter. The sheds/huts shall have a neatappearance with clean surroundings.
- 8.16 Notice boards for Service Providers and consultant may be erected on site but shall not be bigger than 1.2 X 1.2 meters. The erf number must be displayed on Notice Boards. The contractor's contact no's are compulsory.
- 8.17 The Service Provider must ensure that the road in front of the building site is at all times swept clean to minimize damage and ensure longevity of the brick roadsurface.



- 8.18 The Service Provider must ensure that the curbs and sidewalks in front of the building site are adequately protected from potential damage through building operations. For this reason a temporary driveway is compulsory.
- 8.19 The Service Provider must store building material on the building site. Special permission will be required from the Association to store material on the road verge directly in front of the building site.
- 8.20 The speed limit on the Mzuri Estate for all Service Provider vehicles shall be 30 kmph. The Service Provider is responsible to ensure that all its members of staff, subcontractors and delivery vehicles adhere to this rule.
- 8.21 Any breach by the Service Provider in respect of this Section shall entitle the Association to:
- 8.12.1 Rectify the breach by removing rubble, structures or any other material not allowed in terms of this section at the cost of the Owner; and
 - 8.12.2 Deny the Service Provider access to the Mzuri Estate until such cost have been paid in full;
 - 8.12.3 And/or Levy a fine against the owner.

9. DELIVERIES TO SERVICE PROVIDERS

- 9.1 No vehicles heavier or bigger than the under mentioned vehicles shall be allowed onto the Estate without the permission of the Committee
- 9.1.1 Single fixed axle design vehicles.
 - 9.1.2 Vehicles exceeding a length of 9.1m.
 - 9.1.3 Vehicles exceeding a width of 2.6m.
 - 9.1.4 Vehicles exceeding a gross mass 20,000 kg (twenty thousand kg).
- 9.2 General deliveries
- 9.2.1 Service Providers shall at all times be responsible for their own and supplier's delivery vehicles and personnel.
 - 9.2.2 All delivery times will be limited to public times as defined in Section 4.4.
 - 9.2.3 Size delivery vehicles must be limited as prescribed.
 - 9.2.4 Deliveries to the building site must take place only from the street frontage of the building site or from the temporary driveway.
 - 9.2.5 Service Providers shall ensure that delivery do not damage roads and/or pavements.
 - 9.2.6 Vehicles with oil leaks shall not be allowed on the estate.



9.3 Any breach by the Service Provider in respect of this Section shall entitle the Association to:

9.3.1 Deny the parties, undertaking the deliveries, access to the Mzuri Estate;

9.3.2 And/or recover the costs for the repair of damages to roads / kerbing and/or pavements, from the Owner;

9.3.3 And/or Levy a fine against the owner.

10. CONCRETE AND BRICK DELIVERIES:

The delivery of concrete and bricks has the potential of causing the most damage to the road surfacing, landscape and vegetation. It is therefore important that these deliveries are handled in a particular way.

10.1 The following rules relate specifically to the concrete delivery vehicles.

10.1.1 Drivers of concrete delivery vehicles must be in possession of an education certificate issued by the Association after being trained by the Service Provider and concrete supplier.

10.1.2 Any other driver will only be allowed access to the Mzuri Estate whilst the service provider is escorting such vehicles from the entrance gate to the relevant building site.

10.1.3 Only delivery vehicles with concrete volume not exceeding 4(four) cubic meters will be granted access to the Mzuri Estate and the Service Provider shall be responsible to ensure that no spillage of concrete shall occur within the Estate.

10.1.3 The washing-off of concrete delivery vehicles must take place within the confines of the building site and spillage and run-off contained within this site. The Service Provider must indicate on the site where this will occur.

10.1.4 Under no circumstances may concrete be spilt onto road and sidewalk surfaces and the Service Provider will be held responsible for the repair if this occurs.

10.2 The following rules relate specifically to brick delivery vehicles.

10.2.1 Only single rear axle delivery vehicles, without trailers, shall be allowed;

10.2.2 Precaution must be taken to ensure that hydraulic jacks of delivery vehicles do not damage road/pavement surfaces.

10.2.3 Only in special circumstances may double axle vehicles deliver bricks to sites within the Estate and in such cases the cargo must be unloaded on a place specified.

10.2.4 The maximum load to be transported into the estate shall not exceed 3000 bricks at a time.

10.3 Any breach by the Service Provider in respect of this Section shall entitle the Association



to:

10.3.1 Recover the costs for the repair of any damages, from the Owner;

10.3.2 And/or Levy a fine against the owner

11. ELECTRIC POWER NEEDS

Electrical power needs for construction work on building sites are to be provided only by means of:

- 11.1 Portable electrical generators which may only be used in the case of electrical outage.
- 11.2. Approved electrical connections from the electricity box designated for that property to a temporary distribution box (DB) complying with the applicable safety regulations imposed by the applicable laws. All temporary DB's used must be equipped with an earth leakage and plug points where electrical power tools or extension leads can be plugged into.
- 11.3 No direct connections to the electricity box designated for that property though extension leads or power tools will be allowed. Only the relevant authority or its agents will make approved electrical connections.
- 11.4 No electric connection with leads running from neighboring houses is allowed.

12. NOISE REDUCTION

The Service Provider shall ensure that they and their members of staff conduct themselves properly and limit the noise of operations.

13. INSURANCE & STATUTORY REQUIREMENTS:

It is the responsibility of the owner to ensure that the Service Provider and his subcontractors comply with the following requirements;

- 13.1 all the statutory and regulatory requirements in their industry at the local authority, national provincial government, private institutions such as BIFSA and NHBRC.
- 13.2 Insurance cover relevant to any damages and incidents that may occur.
- 13.3 all the employment laws applicable to its industry.
- 13.4 the statutory requirement of the Occupational Health and Safety Act 85 of 1993.

14. LEGAL STATUS, PENALTIES AND FINES:

- 14.1 Failure by the Service Provider and or owner with these agreed rules of conduct shall result in the enforcement of the penalties, fines and suspension as stipulated in the rules or otherwise imposed.
- 14.2 The penalties, fines and suspensions imposed as a result of the contravention of the Rules of Conduct shall be enforced by the Estate's Committee or its authorized agent or Manager.



14.3 Any fine imposed will be payable to the Mzuri Estate Homeowners Association within 48 hours at the Estate Manager's office. If the fine has not been paid within the prescribed period building operations will be suspended until such time as payment has been made. The Estate Manager will also have the right to deny the Service Provider access to the Estate until any fine imposed has been paid.

15. DISCLAIMER

15.1 The Estate and its members accept no liability of whatsoever nature arising from any damages and losses sustained as a result of the suspension of the building activity caused by the contravention of rules embodied herein.

15.2 The Service Provider and owner shall have no claim against the estate and its members for the damages and losses sustained, arising from the penalties imposed by the estate as a result of breach of the provisions of these rules.

15.3 The Estate and its members accepts no liability of whatsoever nature arising from any damages and losses sustained as a result of breach of insurance and statutory requirements as set out under paragraph 14.

16. ACKNOWLEDGEMENT

16.1 The Service Provider and owner hereby declare that they understand the contents of this agreement and their code of conduct and confirm that they are bound by the terms and conditions contained herein. The Service Provider and owner further undertake to enforce to said rules to other third parties who will carry out work at the estate through them.

16.2 The Service Provider and owner further undertake to comply with any other rules and regulations to be imposed by the estate from time to time. The Service Provider shall provide his particulars by completing an application form to be provided by the committee prior to the commencement of work. If any of the particulars provided change, the Service Provider shall notify the committee accordingly by completing another form.

16.3 The Association reserves the right to unilaterally amend the rules of conduct from time to time when it becomes necessary to do so. Service Providers and Owners will be informed by the Association about these changes.

16.4 It shall at all times be the responsibility of the owner to ensure and procure that this Service Provider abides by and complies with the rules and regulations set out in this Code of Conduct.

16.5 An Owner shall be responsible to ensure that his/her Service Provider shall at all times respect, adhere to abide by and comply with all rules and regulations.

16.6 Should a Service Provider fail to pay such penalties within 48 (Forty-Eight) hours after same has been levied and the Service Provider advised thereof, such Service Provider shall be prohibited from entering the premises until same has been settled/paid in full.



THUS DONE and SIGNED at _____ on this _____ day of
_____ 20__

AS WITNESSES

1. _____

2. _____

The Association

THUS DONE and SIGNED at _____ on this _____ day of
_____ 20__

AS WITNESSES

1. _____

2. _____

The Owner

THUS DONE and SIGNED at _____ on this _____ day of
_____ 20__

AS WITNESSES

1. _____

2. _____

The Service Provider

