

CONTRACTORS AGREEMENT

**[AGREEMENT FOR QUALIFICATION OF AND CODE OF CONDUCT
FOR CONTRACTORS, SUB-CONTRACTORS AND OWNER BUILDERS
WITHIN THE DEVELOPMENT KNOWN AS THE HILLS**

("THE ESTATE")

ENTERED INTO BY AND BETWEEN:

CENTURY PROPERTY DEVELOPMENTS PROPRIETARY LIMITED

Registration Number : 2002/O23633/07

("CPD")

AND

.....

ERF NO.

("THE OWNER")

AND

.....

("THE CONTRACTOR")

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1. Preamble

The purpose of this agreement is to ensure integration between residential living and control over building activities within the Estate with minimal impact to the environment. These terms and approved conditions have been developed in terms of the Environmental Management Plan (EMP) and the Site Environmental Management Plan (SEMP) for the Estate. CPD reserves the right to make amendments and additions to this document from time to time.

1.1 The Contractor has been contracted by the Owner to carry out the building and construction work as approved by CPD, The Hills Homeowners Association (“the HOA”) and the Local Authority approved building plans on the property known as ERF _____ in _____ and owned by the Owner and has agreed to enter into this Agreement prior to carrying out any construction on the land.

1.2 The Owner declares that:

1.2.1 the Owner will abide by the rules and guidelines of the HOA during the construction of the building work on ERF _____;

1.2.2 any change in the design or building work are deemed to be deviations from the approved building plans and which will be directed through the Contractor or any appointed Principal Agent to obtain the required approvals from CPD and the Local Authority (if so required) before the work to the deviation proceeds;

1.2.3 the Owner will abide by the National Building Regulations and not take occupation prior to an Occupation Certificate being issued by the Local authority and CPD.

1.2.4 the Owner fully indemnifies CPD and the HOA against any claim arising from the acts or omissions of the Owner’s appointed Agents, Contractors and their employees; and

1.2.5 any contravention of b) above may lead to all building work being suspended and the variation(s) being demolished or removed.

2. Qualification of Contractors

2.1 Unless otherwise determined in writing by CPD, only contractors who are registered and fully paid-up members of the NHBRC and who can furnish at least five references of prior building contracts acceptable to CPD, will be allowed to build in the Estate.

2.2 An owner builder who qualifies under clause 2.1, will be allowed to construct his own home and shall, for the purposes of this Code of Conduct, be deemed to be a contractor.

- 2.3 Contractors are at all times responsible for their sub-contractors and employees whilst they are on the Estate.
- 2.4 It shall, at all times, be the responsibility of the owner to ensure that his contractor abides by and complies with the rules and regulations set out in this Agreement.

3. Rules and Regulations

The rules and regulations described below are intended to ensure that the quality of life for residents in the Estate is not unduly compromised and the impact to the environment is minimised by the house building operations, while still allowing for efficient construction by contractors.

When a contractor is found to be in breach of the stated rules and regulations, a penalty will be levied. The extent of the penalty, the description of each rule and regulation is detailed below.

3.1 Environmental controls

The Contractor acknowledges that he is working in an environmentally sensitive area and agrees to conform to all environmental controls specified in this Agreement and revised from time to time. It should also be noted that these controls form part of the EMP for the development and are required to be legally enforced. Presently these specifications include the following considerations:

3.1.1 Personnel Training

3.1.1.1 Description

All contractors and sub-contractor personnel will be required to be fully and properly briefed on the Builders Code of Conduct as it appears in this document. The main contractor must ensure that these briefings are done before his staff will be allowed to work on the Estate.

3.1.1.2 Breach

Personnel who have not been briefed will not be allowed onto the Estate and Contractors will be fined R150.00 per person, per transgression.

3.1.2 Limits of building activity

3.1.2.1 Description

All activities relating to the house construction must be confined to within the erf boundary where construction is taking place. This relates to location of staff, siting of storage bins, mobile toilets, building materials, vehicles, etc.

3.1.2 Breach

Work by the Contractor will be stopped by the Managing Agent until such time as the Contractor's equipment has been moved to within the building site and the contractor will be fined R5000 per transgression, per day.

3.1.3 Site presentation

3.1.3.1 Description

The Contractor will be expected to keep the appearance of his building site neat and tidy at all times. Building rubble in excess of 6m³ must be removed from the site at intervals not exceeding one week and litter must be removed from the site on a daily basis. No litter may be stored or mixed in amongst building rubble. Refuse drums/containers must be supplied for the purposes of storing refuse until removed from site by the contractor. All rubble and stored sand and stone are to be covered with shade cloth or plastic. The Contractor shall furthermore be obliged to purchase or construct a cement mixing box and waste storage collection box, as it moreover appears from the dimensions attached hereto as Annexures "A1", "A2" and "A3".

3.1.3.2 Breach

3.1.3.2.1 Should a builder not comply with the removal of building rubble, the rubble will be removed by the Managing Agent or an outside contractor and the costs thereof claimed from the Contractor. The Contractor will also be denied access to the Estate until such costs have been paid in full.

3.1.3.2.2 Should windblown litter be generated from the site and blown onto an adjacent stand, the Contractor will be fined R5000 for the first offense and R10,000.00 for the second offense and per offence thereafter.

3.1.3.2.3 Should windblown litter be generated from the site and blown into a greenbelt area, the Contractor will be fined R20,000 per offense.

3.1.4 Cleaning of vehicles/equipment

3.1.4.1 Description

Washing of vehicles and equipment will not be allowed on the Estate and must be carried out elsewhere with the exception that premix concrete vehicles are to clean their discharge chutes before leaving the erf.

3.1.4.2 Breach

The Contractor will be fined R500.00 per offence.

3.1.5 Fires

3.1.5.1 Description

No fires will be allowed on any part of the Estate including the erf.

3.1.5.2 Breaches

3.1.5.2.1 The Contractor will be fined R1000.00 per offence.

3.1.5.2.2 No fuel storage will be allowed on site. The Contractor will be fined R1000.00 per offence.

3.1.5.2.3 All sites to have a fire extinguisher at all times.

3.1.5.2.4 No smoking is permitted on any site during the construction phase.

3.1.5.2.5 The Contractor will in addition be held legally and financially responsible for any damage caused by the breach of this provision.

3.1.6 Ablution facilities

3.1.6.1 Description

Contractors are required to provide screened ablution facilities for his and the sub-contractors' staff. The Contractor is further required to make provision for drinkable water and chemical toilets on the erf for use by their employees for the duration of the Agreement. Ablution facilities may not be connected to the Estate sewer system. The position of such ablution facilities must be indicated on the site diagram, which is subject to the approval by the Managing Agent.

3.1.6.2 Breach

The Contractor will be denied access to the Estate until such time as this regulation is complied with and fined R5000.00 per offense.

3.1.7 Spoil of excess material and building rubble

3.1.7.1 Description

The Contractor must make adequate provision for removal of building rubble and excess material. No material or building rubble will be spoiled on the Estate. Waste skip bins must be present on the site throughout the construction period for storage of building rubble. All skips must have nets over them.

3.1.7.2 Breach

The Estate will appoint a contractor to remove all such spoil, which shall be for the Contractor's account. In addition thereto, the Contractor will be fined R5 000.00 per offence, and will be denied access to the Estate until the fine is paid in full.

3.1.8 Importation of Fill

3.1.8.1 Description

No fill will be transported onto the Estate. Top soil will be permitted for landscaping purposes. Cut and fill on the erf shall be done from the mid-point of the erf only.

3.1.9 Screening of building sites

3.1.9.1 Description

The Contractor will be required to screen off the site with a 1,8m green shade-netting screen. The screen supporting structure must consist of a minimum of 6 straining wires, with corner straining posts and a gate onto the street boundary. The screen must be kept in place and maintained for the entire building process as may be determined by the Managing Agent.

Where a boundary wall is to be constructed on the boundary of the greenbelt the screen may be moved a maximum of 1 m into the greenbelt prior to the commencement of construction. Such screen may only be removed upon completion of the boundary wall.

3.1.9.2 Breach

The Contractor will be denied access onto the Estate until such structures are in place.

Should a fence not be erected on a green belt boundary, or be removed during construction, a fine of R20, 000.00 will be levied.

3.2 Hours of Work and Movement of Employees

3.2.1 Public/Private time

3.2.1.1 Description

Contractors may only be present on the Estate during the following public hours:

Normal weekdays 07H00 to 17H30 - Estate to be vacated by 17h30.

Saturdays - 08H00 to 13H00 – Estate to be vacated by 13h30 (by prior arrangement)

Sundays – No work permitted

Public Holidays - No work permitted

3.2.1.2 Breach

3.2.1.2.1 Contractors will be escorted off the Estate by security after working hours.

3.2.1.2.2 In addition, the Contractor will be fined R500, 00 per person, per transgression.

3.2.2 Permission to work during private times

3.2.2.1 Description

Contractors are not allowed on the Estate on Sundays and proclaimed public holidays, without the written permission of the Managing Agent as these days are considered to be private time. Special applications for contractors to be present on site during private time should be lodged in writing with the Managing Agent at least one week prior to the private time activity.

3.2.2.2 Breach

3.2.2.2.1 Contractors will be escorted off the Estate by security during private times, subject to the aforesaid.

3.2.2.2.2 In addition, the Contractor will be fined R500.00 per person, per transgression.

3.2.3 Watchman

3.2.3.1 Description

No employees will be allowed to remain on site during private time without the prior written permission of the Managing Agent, which permission shall be at the sole discretion of the Managing Agent. Special application for an employee to be present on site during private time should be lodged in writing with the Managing Agent at least one week before the private time activity. Full ID documentation for the employee must accompany this application.

3.2.3.2 Breach

3.2.3.2.1 Unapproved employees will be escorted from the Estate by security during private times.

3.2.3.2.2 In addition the Contractor will be fined R500, 00 per person, per transgression.

3.2.4 Movement of Employees/Labourers

3.2.4.1 Description

No employee of the Contractor shall be allowed anywhere on the Estate other than within the confines of their erf/erven during public time, save where conveyed for the Contractor's business in or on a vehicle driven by the Contractor or his authorised driver. All staff are to remain on their designated erf and eating areas are restricted to the designated erf only.

3.2.4.2 Breach

3.2.4.2.1 R500.00 fine per person, per transgression.

3.2.4.2.2 R5000 fine per person, per transgression for any staff found in the greenbelt area.

3.3 Vehicles

3.3.1 Sizes Allowed

3.3.1.1 Description

Due to the road surfacing and limited road widths and radii the following restrictions are placed on any vehicle entering the Estate.

3.3.1.1.1 Only fixed axle design vehicles will be allowed.

3.3.1.1.2 Maximum length = 9.1m

3.3.1.1.3 Maximum Width = 2.6m

3.3.1.1.4 Maximum gross mass = 20,000kg

3.3.1.1.5 Maximum axle weight = 8,000kg

3.3.1.2 Breach

Vehicles larger than the above will be denied access to the Estate. Should any vehicles manage to gain access to the estate in whatever way, the Contractor shall be fined R1000 per transgression.

3.3.2 Oil leaks

Vehicles with oil leaks will not be permitted onto the Estate.

3.4 Deliveries to Contractors

3.4.1 General deliveries

3.4.1.1 Description

3.4.1.1.1 Contractors will at all times be responsible for the delivery personnel, in accordance with this agreement.

3.4.1.1.2 The Contractor shall ensure that all delivery times will be limited to public times as defined in this Agreement.

3.4.1.1.3 The Contractor shall ensure that the size of delivery vehicles will be limited as defined in this Agreement.

3.4.1.1.4 The Contractor shall ensure that deliveries to the building site will take place only from the street frontage of the site. Access across adjoining erven may only be gained after obtaining written permission from the homeowner of such erf. A letter must be lodged with the Managing Agent.

3.4.1.1.5 No deliveries of any nature shall be permissible through the greenbelt area.

3.4.1.1.6 The Contractor has the responsibility of advising the entrance security staff in the morning of the details of the deliveries expected that day.

3.4.1.1.7 Cargo/materials being transported onto the Estate to be secured under cover to prevent debris falling onto the road.

3.4.1.2 Breach

3.4.1.2.1 Penalties levied on the Contractor will be the same as if the Contractor's employees were guilty of the transgression.

3.4.1.2.2 A fine of R20,000.00 will be levied for any deliveries that pass through a greenbelt area.

3.4.2 Concrete deliveries

The delivery of concrete has the potential of causing the most damage to the road surfacing and landscape vegetation. It is therefore important that these deliveries are handled in a particular way. The following rules relate specifically to the concrete delivery vehicles:

3.4.2.1 Description

The Contractor shall ensure that drivers of concrete delivery vehicles are briefed on this document.

3.4.2.2 Breach

3.4.2.2.1 Drivers not briefed will not be allowed access onto the Estate by the Managing Agent.

3.4.2.2.2 Drivers found contravening the Estate rules and regulations will be escorted off the Estate and refused access to the Estate by the Managing Agent.

3.4.2.2.3 The Contractor will be liable for penalties incurred by a concrete delivery vehicle.

3.4.2.3 Description

The cleaning of premix concrete delivery vehicles, with the exception of the discharge chutes, must not take place within the Estate. The discharge chutes are to be cleaned on the erf prior to leaving the Estate. Under no circumstances may concrete be spilt onto the road surface or landscape vegetation. The Contractor will be held responsible for the repair to the road if this occurs.

3.4.2.4 Breach

The Contractor will be fined R5000.00 per offence.

3.4.2.5 Description

3.4.2.5.1 All cement to be mixed on mixing trays (the provisions of clause 3.1.3 shall be applicable).

3.4.2.5.2 Contaminated soil as a result of a concrete or cement spill is to be removed.

3.4.2.6 Breach

3.4.2.6.1 Drivers contravening the rules will be escorted off the Estate.

3.4.2.6.2 The Contractor will be fined R5000.00 per transgression and shall be liable for any damage caused.

3.5 Storage Sheds/Huts

3.5.1 Description

The Contractor will be allowed to erect storage sheds/huts or containers within the boundaries of the building site and to a maximum height of 2,4m. The position of such structures must be indicated on the site diagram, which must be approved by the Managing Agent in terms of item 3.8 (iii) below. Storage facilities must be clean on the outside and in good condition. No advertising, writing or signage is permitted on the outside of the container.

3.5.2 Breach

The Contractor will be instructed to remove any structures that do not conform to this regulation and may not continue/commence with building activities until this regulation has been complied with.

3.6 Security

3.6.1 Description

- 3.6.1.1 The development is located in a secure and controlled environment and therefore individual watchmen will not be allowed on the Estate during private times unless written approval has been obtained from the Managing Agent in terms of clause 3.2.3. Approval is in the sole discretion of the Managing Agent.
- 3.6.1.2 Security personnel control access to the Estate and the Contractor must at all times adhere to their security rules.
- 3.6.1.3 All contractors and their staff must have a barcoded SA ID document to facilitate the access control system protocols.
- 3.6.1.4 The main contractor and subcontractors must, at all times, be in possession of an access pass, which will be issued by the Managing Agent. The pass may only be valid for the period that the contractor is required to be on site and must be renewed monthly.
- 3.6.1.5 Personnel must be transported by vehicle to the relevant building sites and will not be allowed to walk from one area to another.
- 3.6.1.6 The Estate security must sign in all contractor vehicles entering the Estate. Each building site will be allowed a maximum of two vehicles on the property so as not to cause disruption and damage to the roadway.

3.6.2 Breach

- 3.6.2.1 Any member of Contractor's staff not adhering to this regulation, will be removed from site.
- 3.6.2.2 In addition, the Contractor will be fined R500, 00 per transgression.

3.7 Speed Limit

3.7.1 Description

- 3.7.1.1 For security and safety reasons, the speed limit on the Estate for all contractors' vehicles is 30kph.
- 3.7.1.2 The Contractor is responsible for all his employees, subcontractors and delivery vehicles to ensure adherence to this rule.

3.7.2 Breach

The Contractor will be fined an amount of R500,00 for the first transgression and a The Hills Traffic Violation Notice will be issued per transgression, as it moreover appears from Annexure “B”. This amount will then keep doubling per transgression. Continuous non-compliance will result in the Contractor being expelled from the site. Any speed over 60kph will result in immediate expulsion from the site for the Contractor and/or supplier.

3.8 Building Plan Controls

3.8.1 Access to the building sites will not be permitted until the following has been done:

3.8.1.1 the Pavement Deposit has been paid by the homeowner to CPD. A pavement deposit of R10 000.00 for the is to be paid to the HOA before building commences, which is refundable, without interest, provided there is no damage to the Estate.

3.8.1.2 the working/council submission drawings have been approved in totality by the Aesthetics Committee.

3.8.2 Description

3.8.2.1 The Contractor must ensure that a copy of the signed approved building plan must at all times be on site available for inspection by the Managing Agent, CPD, or the Building Inspector.

3.8.2.2 Any variations to the approved building plan must be submitted to CPD or their authorised representatives, for approval and may only be implemented once the approved variation is available to the Contractor.

3.8.2.3 Prior to commencing building, the Contractor must:

3.8.2.3.1 set out the foundations for inspection and approval by CPD;

3.8.2.3.2 confirm the height of buildings with CPD;

3.8.2.3.3 set out and confirm the form of driveway with CPD;

3.8.2.3.4 provide a site drawing indicating the position of storage shed(s); position of topsoil and excavated soil storage areas; the position of building material storage areas; and the position of deliveries; and

3.8.2.3.5 obtain a Builders Certificate of Commencement from the Managing Agent, as it moreover appears from Annexure “C”.

3.8.3 Breach

3.8.3.1 The Contractor will be denied access to the Estate until the above documentation is in place.

3.8.3.2 The Contractor will be required to remove any structures that do not conform to approved plans.

3.9 Roads and Road Verges

3.9.1 Description

3.9.1.1 Contractors must ensure that the road in front of their building site is at all times swept clean in order to minimise damage and ensure longevity of the paved road surface.

3.9.1.2 Contractors must ensure that the kerbs and sidewalks in front of their building site are adequately protected from damage by the building operations.

3.9.1.3 The Contractor must ensure that all building material will be stored on the building stand. Special permission may be obtained from the Managing Agent to neatly store some material on the road verge directly in front of the building site.

3.9.1.4 Trees planted on the road verge are at all times to be protected from damage being caused to it.

3.9.2 Breach

3.9.2.1 The Contractor will be given a 24hr warning and thereafter fined R500.00 per day for un-swept roads.

3.9.2.2 The Contractor will be held financially and legally responsible for the damage to road surfaces, sidewalks and kerbs caused through his building operations.

3.10 Protection of Existing Site Services

3.10.1 The Contractor shall take all the necessary steps to ascertain the location of existing services before commencing any section of the works and shall exercise the greatest care when working in the vicinity of such services.

3.10.2 The Contractor shall take all necessary steps to protect any existing services whatsoever against damage which may arise as a result of his operations on site.

3.10.3 Prior to working in any area where gas lines may be present, the Contractor must obtain a letter from Century Gas giving permission to work in the area.

Where any gas lines are damaged, a fine of R25, 000.00, plus an additional amount for any gas loss, will be levied against the Contractor.

- 3.10.4 All damage to existing services shall be immediately reported to the Managing Agent who shall investigate and record the circumstances of the damage. The Contractor shall bear the cost of the repair of damage to any service, the possible existence of which could reasonably have been ascertained by him in good time.
- 3.10.5 Where the Contractor is responsible for the cost of repairs carried out by a service authority, the Contractor shall be billed directly by the said service authority.
- 3.10.6 Where the Contractor has had to protect services or carry out excavations outside of his site, he shall confine his works to the smallest practical area (by agreement with the Managing Agent) so as to minimise damage. He shall also remove and set aside for future replacement plants or improvements that lend themselves to reinstatement. No work shall be carried out outside the site without the consent of the Managing Agent.
- 3.10.7 On completion of the works, the Contractor shall reinstate the area to the condition prior to commencement of works.
- 3.10.8 In the case of service man holes which will carry construction vehicle traffic, it is recommended that these be covered to a minimum depth of 0.5m of soil prior to the routing of vehicles over it. The soil shall be removed after completion of the works. Should any manhole or manhole cover be damaged, the Contractor undertakes to replace or repair the damage at his cost.

3.11 Services and Boundary Pegs

- 3.11.1 The Contractor hereby agrees to familiarise himself with the location of all service manholes and boundary pegs, and undertakes to maintain the same for the period of construction. The Contractor further undertakes to employ a qualified land surveyor to confirm the position of the pegs prior to commencement of any construction.
- 3.11.2 In the case of boundary pegs on this or any adjacent site, the onus will lie with the contractor to ensure that the pegs are reinstated, if disturbed during the construction period, at his cost, by a qualified land surveyor in accordance with the surveyor general's plans.

3.12 Advertising

3.12.1 Description

- 3.12.1 The Contractor or his sub-contractors may place no advertising material on the Estate.

3.12.2 The Contractor may erect an approved contractor's board on the stand for the duration of the construction period as specified by CPD (example attached).

3.12.3 Contractor's boards must be removed no later than one month after the construction has been completed.

3.12.2 Breach

Any other advertising material will be removed from the erf without notice and will be discarded/destroyed after 7 (seven) days.

4. Payment of Fines

4.1 Description

The Contractor shall be notified in writing of any contraventions and the amount of each fine. All monies owing to the Managing Agent must be paid on the first Monday following the fine.

4.2 Breach

In the event of the Contractor failing to pay the fine on time, the Contractor will be denied access onto the Estate by the Managing Agent.

5. Health and Safety Regulations

5.1 Description

The Contractor shall, at all times, comply with the Health and Safety Regulations as per the Occupational Health and Safety Act (1993) and sign a Health and Safety Indemnity form attached hereto as **Annexure "D"**.

5.2 Breach

In the event of the Contractor failing to comply with any of the Health and Safety Regulations, he shall be liable for fines and penalties determined by the Health and Safety Inspector.

6. Grievance Procedure

6.1 The Contractor shall refer any dispute/grievance in respect of any transgression and/or penalty in terms hereof, in writing to the Grievance Committee, within 7 (seven) days of the occurrence complained of.

6.2 The Grievance Committee shall consist of a practising lawyer and a building expert and their ruling shall be final and binding on the parties.

6.3 If no written objection to a fine or penalty is received by the Managing Agent within 48 (forty eight) hours (Saturdays, Sundays and public holidays excluded) of the imposition of the fine or penalty, it shall not be subject to review by the Grievance Committee.

7. Variation

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 all the parties.

8. General

8.1 The Managing Agent reserves the right to ban the Contractor from site should he incurs more than 3 infringements in a 6 month period.

8.2 The Managing Agent reserves the right to double the fine amounts for subsequent offences. Such offences may also be levied across multiple sites for the same offences.

8.3 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.

8.4 In the event of a failure to comply with any of the requirements contained in this agreement by the Principal Contractor, Principal Agent, and the Project Manager employed by the owner, the owner of the property will subsequently be held liable to comply with all of the Managing Agent's requirements breached by the Principal Contractor, Principal Agent, and Project Manager.

8.5 The right of admission to the Estate (including the subject property) is reserved for the duration of this agreement.

8.6 No alcohol or weapons are allowed onto the Estate.

8.7 The security company employed by the HOA shall be entitled to search any bearer of a security card on entry and exit.

8.8 Notwithstanding any other contrary term contained in this agreement, it is agreed by the parties that CPD shall not be liable for any claim of whatsoever nature and without restriction, emanating from any consent or approval granted which falls within the ambit of this agreement. The Owner and Contractor subsequently jointly and severally as co-principle debtors indemnify CPD against any claim which may be instituted against CPD, which shall include any legal and other costs emanating therefrom.

SIGNED at _____ on this _____ day of _____ 20__

CPD:

Name of person who warrants that he/she is duly authorised

SIGNATURE

THE OWNER

Name of person who warrants that he/she is duly authorised

SIGNATURE

THE CONTRACTOR

Name of person who warrants that he/she is duly authorised

SIGNATURE

Annexure "D"

HEALTH AND SAFETY INDEMINTY

**To: CENTURY PROPERTY DEVELOPMENTS PROPRIETARY LIMITED
("CPD")**

I/we, the undersigned _____
("the Contractor")

herein represented by _____

who warrants that he is duly authorised to act on behalf of the **Contractor**, hereby agree and irrevocably undertake:

to keep CPD you indemnified and hold CPD harmless against all or any loss, damage or costs, including but not limited to the costs of litigation should action be instituted against CPD, arising from any breach of and/or non-compliance with the Health and Safety Regulations applicable to construction and building work undertaken by me on the Estate.

I further irrevocably undertake to take out and maintain, for the period during which I shall be building on the Estate, insurance against the risks inherent in the construction and building work to be undertaken by me on the Estate, and to furnish the Managing Agent with a copy of the insurance policy before commencing with any building activities, failing which I shall not be allowed to commence/continue any building activities until I have done so.

SIGNED at _____ on this _____ day of _____ 20__

in the presence of the undersigned witnesses

Witnesses:

1. _____

2. _____

THE CONTRACTOR