

**BRIGADOON GOLF AND COUNTRY ESTATE  
HOME OWNERS ASSOCIATION (HOA)**

**CONTRACTOR CODE OF CONDUCT**



**Brigadoon**

**GOLF & COUNTRY ESTATE**

AT WIGWAM RUSTENBURG

**BRIGADOON GOLF & COUNTRY ESTATE HOME OWNERS ASSOCIATION**

(Association incorporated under section 21)

Registration No of Company 2002/009587/08

<b>PHYSICAL ADDRESS</b>	<b>POSTAL ADDRESS</b>	<b>OVERSEEING ARCHITECT</b>
Brigadoon Golf & Country Estate	P. O. Box 356	Willem Loots
Wigwam Township	Kroondal	<a href="mailto:lootsarch@gmail.com">lootsarch@gmail.com</a>
Rustenburg	0350	082 413 8833
North West Province		
South Africa		
014 594 2494		

## 1. Introduction

The prime objective of this code of conduct is to preserve and enhance the security, aesthetics and environment during the course of building, repairing or enhancing of a residential building in the Estate. The intention is also to protect the lifestyle, natural beauty, natural vegetation and the surroundings. This serves as the main guiding principles to which contractors and sub-contractors, working on the Estate, are subject to.

Owners should refer to the ***Brigadoon Rules and Regulations*** as well as the ***Brigadoon Architectural Rules and Regulations***.

## 2. Access and Egress

All contractors should adhere to the rules and regulations as stipulated in this document at all times.

2.1 All vehicles entering or exiting through the Estate gate may be searched.

2.2 All pedestrians exiting the gate will be subject to having their bags searched, and a random body search may be conducted. Male to search male and female to search female to take place.

2.3 No person leaving the Estate through the gate is allowed to loiter at the gate before departing.

2.4 All passengers in a vehicle are to exit the vehicle when requested and make use of the pedestrian entrance.

2.5 Contractor workers will not be allowed to roam the streets of the Estate.

2.6 Contractor workers must enter and exit the Estate in an approved vehicle.

2.7 No contractors are allowed to have visitors on the Estate.

2.8 No firearms will be allowed on to the estate for any reason whatsoever.

2.9 No taxis or busses will be allowed onto the Estate without prior arrangements with the Security manager.

1.1. No person is to be granted access if it is suspected that he/she is under the influence of alcohol or drugs.

## 2. Occupational Health and Safety

- 2.1. All Owners and Contractors will adhere to all aspects of the Occupational Health and Safety Act and will be responsible for all their employees whilst on site at the estate.
- 2.2. All staff to wear uniforms with the company name clearly visible on the the jacket, shirt or T- shirt.
- 2.3. All trenches and excavations done, are to be barricaded with “danger tape”

## 3. Conditions Regarding Building Contractor Activity

- 3.1. Building activities should be conducted with the minimum inconvenience and disruption to residents.
- 3.2. The Home Owners Association (HOA) has the right to suspend any building activity in contravention of any of the conditions.
- 3.3. Construction may only commence once the property has been screened on all sides bordering habitable houses with shade cloth - the builder will carry these costs.
- 3.4. No construction may commence unless the water connection as well as electrical meter has been installed on site. Water meters to be installed are available from Wigwam Hotel.
- 3.5. A site toilet must be installed and must be screened of.
- 3.6. Contractor activity is limited to the following hours:

Weekdays & Weekends	Monday - Friday	07h00 – 17h00
	Saturday	07h00 – 13h00
Holidays & Public Holidays	Public Holidays	No work unless arranged with- and approved by the HOA
	December	No activities are allowed after the 15 <sup>th</sup> of December of each year. Contractor activities are allowed to commence on the first working day in January.

- 3.7. Contractor personnel are not allowed to remain on any site between the hours 17h00 – 07h00. Contractor workers will not be allowed to roam the streets of the Estate.
- 3.8. The contractor shall provide facilities for rubbish disposal and is responsible for ensuring that the workers use the facility provided.
- 3.9. The containers provided by the contractors should be removed or cleared

weekly.

- 3.10. Building refuse, -waste or any other refuse should under no circumstances be burnt or disposed of on adjacent stands or pavement area.
- 3.11. Building material will not be allowed on sidewalks or roadway – it should be on the site. Use of vacant stands will only be allowed with written permission from the stand owner.
- 3.12. Building material and any other building waste should be removed from the Estate within one week after the building is completed. Failure to do so may lead to a penalty towards the Contractors and/or Owner.
- 3.13. The owner and contractor shall be responsible for damage to curbs, plants, roads or damage to other estate property.
- 3.14. Only approved contractors and or contractor's employees who are in position of a legitimate S.A. ID document will be allowed access to the Estate.
- 3.15. The DEVELOPER or H.O.A. shall be entitled to levy fines against owners or contractors with regard to any contravention of these rules.
- 3.16. All contractors shall sign the code of conduct applicable to the Estate.
- 3.17. All contractors shall register their workers at Security.

#### **4. PENALTIES**

Site or toilet not screened off	R500 per week, or part thereof
Workers roaming on Estate	R200 per person
Building material or rubble (refer to 3.8 – 3.11 above)	R500 per incident per week
Building material or waste on site after completion (refer to 3.12)	R1 000 per week, or part thereof
Contractors not wearing prescribed clothing	R200 per person per day
Contractors leaving the Estate later than the prescribed hours	R500 per hour, or part thereof
Contractors working during hours not permitted	R500 per hour, or part thereof
Contractors on site during hours not permitted	R500 per hour, or part thereof

This document is fully understood and binding on the Contractor and Owner.

5. **No work is to commence unless all parties involved have signed this agreement.**
6. **No work is to commence unless the building deposit of R15 000 is in place and paid into the trust account of Von Wielligh Property Management, the managing agent.**

**Of this total amount, R10 000 minus deductions for damages and/or penalties, is refundable on completion of the building project.**

7. Sign Off

Home Owner:

\_\_\_\_\_ / \_\_\_\_/20\_\_

Signature

Name in Full

Date

Owner or Manager Representing Contractor Company:

\_\_\_\_\_ / \_\_\_\_/20\_\_

Signature

Name in Full

Date

Building Supervisor Contractor Company:

\_\_\_\_\_ / \_\_\_\_/20\_\_

Signature

Name in Full

Date

Home Owners Association Representative:

\_\_\_\_\_ / \_\_\_\_/20\_\_

Signature

Name in Full

Date