



**BUILDING CONTRACTOR'S  
CODE OF CONDUCT AGREEMENT**

**In respect of Building Work on**

**ERF \_\_\_\_\_ CROYDON**

**DETAILS OF OWNER:**

**(NAME) \_\_\_\_\_**

**(ADDRESS) \_\_\_\_\_**

**BUILDING CONTRACTOR'S CODE OF CONDUCT AGREEMENT**

**1. PARTIES**

1.1 The parties to this Agreement are:

1.1.1 The Croydon Olive Estate Homeowners Association.

1.1.2 The entity recorded as the Owner in clause 3 hereof.

1.1.3 The entity recorded as the Building Contractor in clause 3 hereof.

1.1.4 The entity recorded as the Architect in clause 3 hereof.

1.2 The parties agree as set out below.

**2. INTERPRETATION**

2.1 The clause headings are for convenience and shall be disregarded in construing this Agreement.

2.2 Unless the context clearly indicates a contrary intention:

2.2.1 The singular shall include the plural and vice versa; and

2.2.2 A reference to any one gender shall include the other genders; and

2.2.3 A reference to natural persons includes legal persons and vice versa.

2.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause to which that sub-clause forms part and in subsequent clauses, unless inconsistent with the context, bear the meaning assigned to such words and expressions in such sub-clause.

2.4 When any number of days is prescribed in this Agreement, the same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or proclaimed public holiday in the Republic of South Africa, in which event the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.

2.5 Where figures are referred to in words and in numerals, if there is any conflict between the two, the words shall prevail.

2.6 If any provision of this Agreement is in conflict or inconsistent with any Law, the invalidity of any such provision shall not affect the validity of the remainder of the provisions hereof.

2.7 If any provision in a definition in this Agreement is a substantive provision conferring rights or imposing obligations on any of the parties hereto then, notwithstanding that it is only in the definition clause of this Agreement, effect shall be given to it as if it were a substantive provision in the body of this Agreement.

**3. DEFINITIONS**

In this Agreement, unless inconsistent with the context, the following words and expressions shall have the meanings hereby assigned to them:

3.1 **"Agreement"** means this Agreement with the annexure hereto.

3.2 **"Architect"** means the person appointed by the Owner as his architect and includes his partners, directors or associates.

- 3.3 **“Building Contractor”** means its employees, agents, contractors, sub-contractors, consultants, agents, and all entities supplying materials and/or labour to the Building Contractor.
- 3.4 **“Developer”** means Croydon Olive Estate Development Company (Pty) Limited (Registration No 2004/001677/07), a duly registered South African private company or its assigns.
- 3.5 **“Development”** means Croydon Olive Estate located.
- 3.6 **“Developer’s Architect”** means an Architect as nominated and appointed by the Developer from time to time.
- 3.7 **“Erf”** means the property described on the first page hereof upon which the Owner and the Building Contractor propose to construct improvements.
- 3.8 **“Guidelines”** mean the Architectural and Landscape Design Guidelines prepared for and applicable to the Development, a copy whereof has been handed to the Owner who has, in turn, made such copy available to the Building Contractor. Both the Owner and the Building Contractor by their signatures hereto, confirm receipt thereof and acknowledge being fully conversant with all provisions thereof.
- 3.9 **“HOA”** means the Croydon Olive Estate Home Owners Association.
- 3.10 **“improvements”** mean any structure of whatever nature to be erected or constructed on the Erf.
- 3.11 **“Local Authority”** means Helderberg Municipality.
- 3.12 **“Olive Groves”** means the portion of the Land comprising of the olive trees and irrigation equipment.
- 3.13 **“Owner”** means the registered owner of the Erf whose details appear on the first page hereof.
4. **RECORDAL**
- 4.1 The Owner desires to effect improvements to the Erf.
- 4.2 The Owner has appointed the Building Contractor for the construction of improvements.
- 4.3 The Owner has appointed the Architect as his architect for the design and implementation of the improvements.
- 4.4 The HOA wishes to ensure that the construction of the improvements is undertaken so as to cause least possible damage to the infrastructure of the Development and that, where such damage occurs, provision is made for reinstatement, and also to ensure that such construction is undertaken with due consideration to environmental and other factors so as not to cause any inconvenience to the Olive Enterprise or other owners within the Development or damage to the Olive Groves, and generally to ensure that such work is undertaken in an orderly and harmonious manner, all of which the Owner, Building Contractor and Architect confirm to be in the interests of the Development.
- 4.5 To attain the aforesaid objectives, the Owner and Building Contractor bind themselves jointly and severally in favour of the HOA for the fulfillment of the obligations contained herein and the Architect undertakes to use its best endeavors to monitor the provisions hereof and to forthwith report to the HOA any breach of any of such obligations.
5. **MONTHLY LEVY**

- 5.1 The Building Contractor shall, before commencing any work of whatever nature on the Erf, pay to and for the account of the HOA an amount of R650,00 (Six Hundred and Fifty Rand) per month plus VAT, in respect of each Erf that the Builder is performing any construction within the Development, which levy is payable monthly in advance, towards the HOA's costs of supervising and inspecting the construction work conducted by the Builder and related activities, relative to the Builder's obligation in terms of this Agreement.
- 5.2 The HOA is not required to account to the Building Contractor and/or the Owner as to how and when such levy is expended by the HOA.

## 6. **DAMAGE DEPOSIT**

- 6.1 The Building Contractor shall, before commencing any work of whatever nature on the Erf, deliver to HOA a deposit acceptable to the HOA, for an amount of R10 000,00 (Ten Thousand Rand). The said deposit shall be a security deposit for damage of whatever nature that may be caused by the Building Contractor to the Development or any portion thereof. The deposit shall not be placed in an interest-bearing account.
- 6.2 Any claim arising as contemplated in clause 6.1 shall not be limited to the amount of the said deposit and the HOA shall be entitled to recover from the Owner and/or Building Contractor, in addition to the deposit, the amount by which the reasonable costs of reinstatement resulting from such damage exceeds the said deposit.
- 6.3 The cost of any damage attributable to the Building Contractor shall, if so required at the election of the HOA, be quantified by civil engineers appointed by the HOA and the amount so determined shall be final and binding on the Owner and Building Contractor.
- 6.4 If the HOA alleges that the conduct of the Building Contractor, whether by way of commission or omission, is the cause of any damage to any portion of the Development then the Owner and Building Contractor shall be deemed to be liable therefor unless they are able to prove to the contrary.
- 6.5 If the Owner / Building Contractor fails to dispute any claim made in terms of the foregoing within 10 (Ten) days of receiving notice thereof, they shall be liable for payment of the cost arising therefrom as determined by the civil engineer in terms of the foregoing.
- 6.6 In the event that a claim is disputed, the said dispute shall be referred to the Developer's Architect for resolution, which Architect shall act as an Expert and not an Arbitrator, and whose decision shall be final and binding upon the parties.
- 6.7 The HOA is irrevocably authorized and empowered to appropriate, the amount of any claim for which the Owner / Building Contractor is liable in terms of the foregoing, by way of a deduction against the said deposit whereafter the Building Contractor shall forthwith replace the amount so deducted so as to reinstate the full amount of the deposit. As appears from clause 6.2, the Owner / Building Contractor shall remain liable to the HOA for payment of the amount (if any) by which the claim exceeds the deposit.
- 6.8 Upon final completion (as defined in the JBCC Principal Building Agreement) of all work by the Building Contractor on the Erf, and in the event that a dwelling has been constructed, upon the completion of such dwelling as envisaged pursuant to the provisions of the HOA Constitution, and provided there is no claim pending against the Building Contractor in terms of the foregoing, the Building Contractor shall be entitled to receive from the HOA the full amount paid as deposit.
- 6.9 If a claim is made against the Building Contractor pursuant to the provisions of this clause 6, the HOA shall, in addition to the rights aforementioned, be entitled to recover from the Building Contractor who shall be liable to the HOA for payment of all costs of any nature whatsoever incurred by the HOA, including but not being limited to fees paid to professionals and other service providers, as well as legal costs incurred on the scale as between attorney and own client.

**7. ARCHITECTURAL GUIDELINES**

The Building Contractor undertakes that throughout the construction/erection of the improvements he will not knowingly deviate from the provisions of the Guidelines or any further controls or instructions which may be introduced by the HOA and/or the panel of architects referred to in the Guidelines. Wherever the provisions of the Guidelines and/or this Agreement are contradictory and/or in conflict with the building contract concluded or to be concluded between the Owner and the Building Contractor for the construction/erection of the improvements, then the provisions of the Guidelines and/or this Agreement (as the case may be) shall prevail.

Breach:

7.1 Work not complying will be ordered to be removed;

7.2 Work not removed within 2 weeks after instructed to be removed. All work on the said Erf to be stopped till compliant.

**8. NO DEVIATION**

The Owner / Building Contractor acknowledge that the HOA will, from time to time and at all times relevant, be entitled to enforce compliance with the Guidelines and any other instructions/regulations issued in terms thereof or in terms of the written Constitution of HOA with regard to the construction/erection of the improvements. The Building Contractor shall, in respect of the improvements, at all times work strictly in accordance with the provisions of the approved plans or approved variations thereof as submitted and approved in terms of the Guidelines and by the Local Authority and the Building Contractor shall in no way deviate therefrom.

**9. AVAILABILITY OF PLANS**

Prior to and during construction/erection of the improvement the Building Contractor shall ensure that a copy of the working drawings and plans in respect of the improvements as approved in terms of the Guidelines is on site and available at all times to the Building Contractor's employees, as well as being available for inspection by the HOA during all working hours.

Breach:

> Works to be stopped until plans are available on site.

**10. BUILDING CONTRACTOR'S BOARDS**

10.1 The Building Contractor shall not erect signage other than on the Erf. Should the Building Contractor wish to erect a signboard on the Erf, it shall only erect one sign which shall be in accordance with the dimensions and specifications with the prior written approval of the HOA. Such signage shall be strictly in accordance with the specification in terms of the size and content of the said signage as approved by the HOA.

10.2 Unless otherwise agreed to in writing by the HOA, the signage shall be limited to the Erf with the description and details of the Owner, Building Contractor, Architect and any further professional consultant as deemed necessary.

10.3 Furthermore, the signage shall contain the logo of Croydon Olive Estate which may be obtained from the advertising company employed by the HOA. Under no circumstances will any additional signage be permitted relative to suppliers or sub-Building contractors.

10.4 It is distinctly recorded that the HOA shall be sole arbiter of any dispute relative to the entire question of signage, the dimensions thereof, the information displayed thereon and material to be used in regard thereto.

Breach:

- > Signboard not conforming to standard set by the HOA, R500.00 penalty.
- > Signboard to be erected within 2 weeks after construction started. Not conforming to the latter – R300.00 penalty.
- > Signage not kept in acceptable standard, R150.00 per day of infringement.

#### 11. **BUILDING CERTIFICATE**

11.1 The Building Contractor shall make application for a building certificate before any work will be allowed.

11.2 The certificate must be signed off by the HOA as the work progresses.

11.3 The certificate must be kept on site at all times for the inspection of the HOA.

Breach:

- > If the Contractor fails to sign off any one of the stages as specified in the certificate, the works will be stopped and the Contractor will be fined R2 000,00.
- If the certificate is not kept on site, the works will be stopped until the certificate is on the site.

#### 12. **OLIVE GROVES**

The work undertaken by the Building Contractor shall in no way cause damage to any portion of the Olive Groves and shall not cause any inconvenience or nuisance to the residents. Without detracting from the generality of the foregoing, the Building Contractor shall ensure that where the Erf borders the Olive Groves no vehicles will transgress onto the Olive Groves. In particular, the Building Contractor acknowledges that access to the Development and the Erf shall be defined by the HOA from time to time. Dust resulting from or occasioned by construction/erection of improvements must be effectively controlled so that no interference is caused to activities on the Olive Groves.

Breach:

- Any contractor/sub-contractor and/or his employee found within the Olive Plant and/or trespassing on any part of the Olive Groves will be penalized to the amount of R2 500,00.
- Breaching of this clause may also result in the eviction of parties who are guilty of having trespassed, from the estate.

#### 13. **ACCESS CONTROL**

13.1 The Building Contractor shall only use designated access assigned by the HOA for purpose of its work and delivery of materials, equipments and workers.

13.2 Where it is necessary to gain access across any paved roadway in the Development, or to travel on any portion of a paved roadway in the Development, vehicles are restricted to 6 (Six) cubic meters capacity and no articulated vehicles are allowed.

- 13.3 Articulated vehicles will be escorted by the Security at all times. The Building Contractor must contact security for collection of trucks after delivery.
- 13.4 The "Gate House" entrance to the Development is for use by residents and their visitors only. All delivery vehicles, including those of the Building Contractor, shall use the delivery vehicle lane provided at the Gate House.
- 13.5 The HOA shall at any time be entitled to impose such controls with regard to access to the Development and to introduce such security and other measures as it in its sole and absolute discretion may deem necessary, and in the event that the HOA is of the opinion that there has been non-compliance of such controls or measures by the Building Contractor, its employees or sub-contractors, the HOA shall be entitled to deny access to the Development to such parties, in which event neither the Owner nor the Building Contractor shall have a claim against the the HOA arising therefrom. The HOA is required to give notice to the Building Contractor of any access control measures implemented.
- 13.6 Security personnel control access to the Estate and the contractor must at all times adhere to their security rules. Personnel must be transported by vehicle to the relevant sites and will not be allowed to walk from one area to another. The estate security must at all times record all contractors/sub-contractors and employees entrance to the estate.
- 13.7 At no time may the Building Contractor prevent the security personnel from performing their duties and at no time may security personnel be threatened by the Building Contractor, its employees or sub-contractors.

Breach:

- Any employee of the Building Contractor or any sub-contractor not adhering to the access control will be penalized with a R1 000,00 penalty.
- Any employee the Building Contractor or its sub-contractors walking around on site will be penalized with a R1 000,00 per person/per transgression.
- Threatening of any Security Personnel will be viewed as a serious breach and the penalty for such a breach will amount to a fine of R2 500,00 for the Building Contractor and expulsion of the perpetrator from the Estate.

**14. TRAFFIC CONTROLS**

- 14.1 For security and safety reasons the speed limit on the Estate for all Building Contractors vehicles is 35 km/h.
- 14.2 No contractors, sub-contractors, employee and/or delivery vehicles entering the estate will be allowed to be overloaded with personnel or material. No personnel will be allowed to hang on to any moving vehicle or other equipment.
- 14.3 The contractor is responsible for all his employees, sub-contractors and delivery vehicles to ensure adherence to these rules.

Breach:

- Failure to adhere to the traffic rules will result in a written notification to the offender. All violations will be logged. Repeated offenders will be penalized and denied access to the Estate.
- In addition, the Contractor will be fined R500,00 per offence.

**15. ROADS AND ROAD VERGES**

- 15.1 Contractors shall ensure that the road in front of their building site is at all times swept clean. This minimizes damage and ensures longevity of the road surface.
- 15.2 Contractors shall ensure that the kerbs and paved verges in front of their building sites are adequately protected from damage by the building operations.
- 15.3 Building material shall be stored on the Erf. Special permission may be obtained from Croydon Management, whom on behalf of the contractor will seek permission from the appropriate erf owner, to neatly store some material on the road verge directly in front and/or opposite the building site.

Breach:

- The Building Contractor will be penalized with R150,00 per day for not conforming to paragraph 15.1 above.
- The Building Contractor will be fined R500,00 should it fail to store any material or other items on the Erf or any erf without the proper authorization.

## 16. DELIVERIES

- 16.1 All delivery vehicles shall leave the Development immediately once the delivery is complete.
- 16.2 Deliveries shall be affected only during the hours recorded in clause 18.2.
- 16.3 Any diesel, oil and/or paint spillage caused by any construction or delivery vehicle on any paved roadway or sidewalk shall immediately be cleaned by the Building Contractor.
- 16.4 The mixing of building materials must occur within the confines of the Erf. If any spillage of building material occurs on any paved roadway or sidewalk in the Development the Building Contractor is responsible for ensuring that such spillage is immediately cleaned.
- 16.5 Concrete deliveries:
  - 16.5.1 The delivery of concrete has the potential of causing the most damage to the road surfacing and vegetation. It is therefore important that these deliveries be handled in a particular way. The following rules relate specifically to the concrete deliveries:
    - 16.5.1.1 It is the responsibility of the specific contractor to inform the suppliers of concrete of the existing rules regarding concrete deliveries.
    - 16.5.1.2 Contractors must ensure that suppliers of concrete are informed of the exact address where a delivery has to be made.
    - 16.5.1.3 The washing off of concrete delivery vehicles must take place within the confines of the building site and spillage and runoff contained within this site. Under no circumstances may concrete be spilt onto the road surface and the contractor will be held responsible for the repair to the road if it occurs.

Breach:

- Concrete deliverers whom are not informed of the exact delivery address will be refused access to the Estate.
- Drivers found contravening the code of conduct and existing regulations will be escorted off the estate and refused re-entry.



- Any damage incurred by concrete trucks will result in a penalty of R500,00 for the appropriate contractor.
- The breaching of paragraph 16.5. will result in a penalty for the Building Contractor to amount of R1 000,00 per offence.

#### 17. CONTROL OF LABOUR

- 17.1 Throughout the construction/erection of the improvements, the Building Contractor is responsible for the discipline and control of his employees and/or sub-Building contractors and is responsible for any damage caused to any part of the Development by any supplier of materials or any other person instructed by or employed by the Building Contractor and/or sub-Building contractors in respect of the work undertaken on the Erf.
- 17.2 If, when the construction/erection of the improvements occurs, there are existing dwellings on adjacent immovable properties the Building Contractor shall make every endeavour to respect the privacy of the residents of such dwellings and generally to cause least inconvenience to such persons.
- 17.3 Night watchmen will be allowed on the Erf during the construction / erection of the improvements. The Building Contractor must make adequate provision for ablution and housing for such a watchman. The said watchman must conform to the countries' laws in this regard. The Building Contractor shall be responsible for the policing of this regulation.
- 17.4 Contractors are to ensure that sub-contractors, employees are confined to the Erf. At no time will they be allowed to leave the Erf during breaks, etc.
- 17.5 Vehicles are confined to the specific Erf where contractors are at work. Where no parking space is available vehicles will be parked in such a way that it does not cause any obstacle to other road users. Vehicles will not be allowed to be parked on open spaces and/or on any part of the Olive Groves.

#### 18. BUILDING HOURS

- 18.1 No building activity shall be undertaken on Saturdays, Sundays or public holidays.
- 18.2 Building activity on the Erf shall be confined to weekdays and only between 07h00 and 18h00.
- Breach:
- Employees not leaving the estate within the times set, will be escorted off and the appropriate contractor penalized with a R500,00 fine.

#### 19. BUILDING ACTIVITIES

- 19.1 Excavation for foundations and/or walls adjoining paved roadways and/or sidewalks must be undertaken with caution and, in particular, the paved roadway/sidewalk must be protected and supported during excavations. Any damage caused to the paved roadway/sidewalk must be made good by the Building Contractor immediately once the damage becomes evident.
- 19.2 All refuse must be collected daily, placed in bags which are to be placed in green (no other colour permitted) waste bins and the refuse shall be removed from the Development regularly (at least once a week) . Waste bins which must have lids which properly seal the bins shall be supplied by the Building Contractor at the Building Contractor's cost. Without detracting from the generality of the foregoing, the Building Contractor specifically acknowledges that all empty cement bags, plastic and other loose material must be removed from the Development so as not to contaminate the Olive Groves, the dams and wetlands.

- 19.3 The Building Contractor shall ensure that all building rubble is removed on a weekly basis or as otherwise required by the HOA.
- 19.4 Excavation of foundation soil may be dumped within the estate, in an area, which specifically was allocated by the HOA.
- 19.5 The Building Contractor shall generally ensure that the Erf is at all times kept neat and free of litter or other unsightly waste.
- 19.6 If the Building Contractor fails to keep the Erf in an acceptably tidy state or fails to have the rubble removed, then the HOA shall, without prejudice to its other rights, have the right to clean the site and/or remove the rubble the costs whereof shall be for the account of the Building Contractor.
- 19.7 Under no circumstances will the dumping of any building material or rubble be permitted on any portion of the Development, including the Olive Groves or any surrounding area and the Building Contractor is required to make his own arrangements for disposing of materials at a spoil site off the Development.
- 19.8 Throughout the construction/erection of the improvements effective dust control measures must be implemented by the Building Contractor
- 19.9 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, placing of storage bins etc.
- 19.10 The Building Contractor will be expected to keep the appearance of his building site neat and tidy at all times. Litter must be removed from the site on a daily basis. No litter may be stored or mixed in amongst building rubble. Should the Building Contractor not comply with the removal of building rubble, the rubble will be removed by an outside contractor and the costs thereof claimed from the Building Contractor. The Building Contractor will be denied access to the Development such costs have been paid in full.
- 19.11 Washing of vehicles and equipment will not be allowed on the Development and must be carried out elsewhere.
- 19.12 No fires will be allowed on any part of the Development. Fire extinguishers and a 30 (thirty) meter garden hose with the necessary connections are required to be kept on the Erf site at all times.
- 19.13 The Building Contractor will be required to screen off the Erf with a 1,8m high black shade netting screen or any other form of boarding (minimum requirement is a density of 75%) as determined by the HOA in the following circumstances, (i) where there is no screening between the Erf under construction and the adjacent property, (ii) where the Erf is not in an acceptable standard of tidiness determined by the HOA.

Breach:

- No waste bins on site – R1 000,00 penalty.
- Waste bin not complying to regulations – R500,00 penalty.
- Overflowing waste bins – R500,00 penalty.
- Refuse dumped in Estate skip and/or other place within the estate – R1 000,00 penalty.
- Dumping building waste in estate skips – R1 500,00 penalty.
- Dumping excavation soil in a place other than the allocated area – R2 000,00 penalty.

- Erf not kept in an acceptable tidy state – R500,00 per day.

20. **SERVICES**

20.1 WATER

The Building Contractor must apply and pay for the installation of a water meter on the erf prior to the commencement of any building work. Under no circumstances may the Building Contractor interfere with any water supply to the Olive Groves or to the Development.

20.2 SEWERS

20.2.1 A sewer boundary connection has been provided for the Erf into which the Building Contractor is required to connect the sewer system for the improvements.

20.2.2 The Building Contractor may not dispose of any building material, contaminated water rubbish into the sewer system.

20.3 STORM WATER

The Building Contractor may not dispose of any building material, contaminated water or rubbish into the neither storm water system nor may the Building Contractor wash paint or cement based products into the storm water system or onto landscaped and paved areas.

Breach:

- The breaching of paragraphs 20.1; 20.2 and 20.3 will result in a penalty been incurred to the value of R2 500,00.

21. **LATRINE FACILITIES**

21.1 Prior to commencement of the construction/erection of the improvements and throughout the duration of the work, the Building Contractor shall provide a suitable and properly operational water borne or chemical toilet (green coloured) on the Erf and shall ensure that such facility is at all times maintained in a clean, hygienic and neat condition.

21.2 Any worker (employee of the Building Contractor/Sub-Building contractor/s or invitees) found relieving himself in any area other than the supplied toilet will, upon request by the HOA be removed from the Development by the Building Contractor and shall be barred from returning to the Development.

21.3 It is the Building Contractor's responsibility to ensure that the latrine structure is maintained to a respectable and acceptable standard and is kept and maintained in a clean and hygienic condition.

Breach:

- > Latrine facilities found not to conform with the clause 21 will result in a penalty of a R1 000,00.

22. **TREES / VEGETATION / WILDLIFE**

22.1 The Building Contractor shall ensure that the construction/erection of the improvements in no way causes damage to trees, vegetation or landscaping on the Olive Groves and he shall take steps to protect such trees and vegetation, where necessary. Should the Building Contractor cause any such damage, the Building Contractor shall be liable for costs to remedy such damage.

22.2 The Building Contractor shall not be entitled to remove anything from the common areas, including but not limited to wood, stones, rocks, flora, fauna, olives or other fruit.

22.3 The Building Contractor shall further be prohibited from maiming or killing any birds, reptiles or other animals.

23. **OWNER**

The Owner undertakes to co-operate fully with the Building Contractor, the Architect and the HOA to ensure that the spirit and intent of this Agreement are complied with. The Owner acknowledges that he has employed the Building Contractor and the Architect and is responsible to ensure compliance with this Agreement as well as the Guidelines and any rules made in terms thereof from time to time.

24. **DOMICILIUM / NOTICES**

24.1 The parties choose as their *domicilia citandi et executandi* for all-purpose under this Agreement, whether in respect of Court process, notices or other documents or communications of whatsoever nature, the following addresses:

24.1.1 Owner: .....  
.....  
.....  
TEL:.....FAX:.....

24.1.2 Building Contractor: .....  
.....  
.....  
TEL:.....FAX:.....

24.1.3 Architect: .....  
.....  
.....  
TEL:.....FAX:.....

24.2 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing but it shall be competent to give such notice or communication by telefax.

24.3 Any notice to a party:

24.3.1 sent by prepaid registered post in a correctly addressed envelope to its *domicilium citandi et executandi* shall be deemed to have been received on the fourth day after posting (unless the contrary is proved);

- 24.3.2 delivered by hand to a responsible person during ordinary business hours at its *domicilium citandi et executandi* shall be deemed to have been received on the day of delivery;
- 24.3.3 sent by telegram shall be deemed to have been received on the first day after the date of dispatch (unless the contrary is proved);
- 24.3.4 sent by telefax during normal working hours to the telefax number specified herein for the addressee shall be deemed to have been received by the addressee 4 (Four) hours after the time of transmission or within 12 (Twelve) hours of transmission where it is transmitted outside business hours.
- 24.4 Any of the parties referred to in clause 24.1 may, by notice in writing to the other parties, alter its address set out above to another address in the Republic of South Africa provided such other address may not be a post office box or *post restante* and provided that such alteration shall not be effective until 7 (Seven) days after it has been received.
- 24.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to such party notwithstanding that it was not sent to or delivered at the *domicilium citandi et executandi*.

## 25. BREACH

- 25.1 In the event of the Owner/Building Contractor (inclusive of its employees or sub-contractors) breaching any of the provisions of this Agreement then and in such event the HOA shall be entitled to all or any of the following relief:
  - 25.1.1 to deny the Building Contractor, its employees and/or sub-contractors access to the Development;
  - 25.1.2 to cancel this Agreement, in which event the Building Contractor shall not be entitled to continue construction on the Erf.
  - 25.1.3 to hold the Owner/Building Contractor liable and to claim from them the cost of reinstatement of any damage caused by them within the Development, as determined in terms hereof; and
  - 25.1.4 impose upon the Building Contractor any of the fines referred to hereinbefore and should the Building Contractor fail to pay such fines, to deny the Building Contractor, its employees and its sub-contractors access to the Erf and the Development.
- 25.2 Should the HOA take steps against the Owner/Building Contractor pursuant to a breach of this Agreement, the HOA shall, in addition to the rights aforementioned, be entitled to recover from the Owner/Building Contractor all the legal costs calculated as between attorney and own client.
- 25.3 In the event of the HOA exercising its rights in terms of this agreement, including the denial of access to the Building Contractor, its employees or sub-contractors to the Erf or the Development, then any in such event the Owner, Building Contractor and its sub-contractors shall have no claim of any nature whatsoever against the HOA.

## 26. INDULGENCES

No extension of time or indulgence granted by the HOA (as applicable) to the Building Contractor and/or the Owner shall be deemed in any way to affect, prejudice or derogate from the rights of the HOA in any respect under this Agreement, nor shall it in any way be regarded as a waiver of any rights hereunder or a novation of this Agreement.

## 27. SOLE MEMORIAL

This Agreement constitutes the whole agreement between the parties as to the subject matter hereof and no agreements, representations or warranties between the parties regarding the subject matter hereof other than those set out herein are binding on the parties.

THUS DONE AND SIGNED by the parties upon the dates and at the places specified below.

AS WITNESSES:

1 .....

2 .....

.....

For the **HOA** who warrants that he is duly authorized hereto.

Date.....

Place.....

AS WITNESSES:

1 .....

2 .....

.....

For **OWNER** who warrants that he is duly authorized hereto.

Date.....

Place.....

AS WITNESSES:

1 .....

2 .....

.....

For **BUILDING CONTRACTOR**, who warrants that he is duly authorized hereto.

Date.....

Place.....

AS WITNESSES:

1 .....

2 .....

.....

For **ARCHITECT** who warrants that he is duly authorized hereto.

Date.....

Place.....