



MOUNT EDGECOMBE
COUNTRY CLUB ESTATE

Mount Edgecombe Country Club Estate Management Association II NPC

Registration No. 1995/012432/08
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**AGREEMENT
CONTRACTOR'S OBLIGATION**

(To be completed and signed by both parties in respect of all work carried out on MECCEMA 2)

1. **PARTIES**

1.1 Mount Edgecombe Country Club Estate Management Association II – "MECCEMA 2"
Registration No. 95/12432/08

1.2
"The Contractor"

Company Registration Number:

Workmans Compensation Number:

Professional Indemnity Number:

3. **RECORDAL**

3.1 The Contractor hereby acknowledges that he has received a copy of these Contractor's Obligations (pages 1 to 6) in respect of work carried out on MECCEMA 2 and accepts the obligations in favour of MECCEMA 2, as set out in this agreement. He also acknowledges that this agreement stands in respect of all present and future work carried out on the Estate. These obligations may be subject to amendments from time to time. The Contractor will be advised of any such amendments.

Signed:.....(Contractor)

Witness:..... Date:

Signed:(MECCEMA
2)

Witness: Date:

**AGREEMENT
CONTRACTOR'S OBLIGATION
(TO BE COMPLETED BY ALL CONTRACTORS AND SUB-CONTRACTORS)**

- 1.1 ***PLEASE NOTE THAT YOUR APPOINTMENT ON THIS ESTATE IS AS A SOLAR SYSTEM INSTALLER ONLY. YOU MAY NOT CARRY OUT ANY OTHER TYPE OF WORK. NO BUILDING WORK WILL BE PERMITTED. ALL WORK WILL REQUIRE MECCEMA'S CONSENT PRIOR TO INSTALLATION. APPLICATION TO BE MADE TO MECCEMA2***

IT WILL BE YOUR RESPONSIBILITY TO ENSURE THAT THE WORK IS CARRIED OUT TO THE HOMEOWNERS SATISFACTION AND THAT YOU ACCEPT LIABILITY ON ALL PROJECTS COMPLETED. ONLY FLAT PLATE PANELS ARE PERMITTED.

FAILURE TO COMPLY WILL THE RULES WILL RESULT IN YOU BE REMOVED FROM THE ACCREDITED PANEL AND YOU WILL NOT BE PERMITTED TO WORK ON ESTATE 2.

1.2 **Supervision**

A supervisor or foreman shall be appointed to control the site. No such supervisor/foreman will control more than three sites on the Estate at any one time. He is to be on site or immediately available during working hours, and will be deemed to be representing the contractor in that person's absence.

1.3 **Behaviour**

All workers are expected to behave in a workmanlike manner. Behaviour shall not disturb other residents or activities on the Estate. The Estate Manager, the Assistant Estate Manager, or the Security Manager, shall have the right to control behaviour and noise generated by construction workers and to ban disruptive or disrespectful workers from the Estate.

No workers may leave the site at any time save in the exercise of their duties, and only then by vehicle and not on foot.

In the case of work on more than one site, movement of personnel between sites is restricted to vehicles i.e. no pedestrian traffic.

No worker employed by the Contractor shall be entitled to be on the site other than during the hours provided in Clause 1.5.1 unless the prior written consent of the Meccema (2) Estate Manager, or his deputy, is given.

Contractors are responsible for the conduct of all sub-contractors on site.

1.4 **Parking**

Vehicles shall not be parked in any area other than on the building site or on the verge bordering the site. Vehicles shall be parked with due consideration for users of the streets. Any damage caused by the parking of heavy vehicles will be repaired at the Contractor's expense

1.5 **Insurance**

- 1.5.1 The Contractor shall take out at its own expense public liability insurance for any claim for damages arising from the acts or omissions of it or its employees or agents. The Contractor hereby indemnifies Meccema (2) against payment of any such claims for damages.

1.6 **Exterior Finishes**

- 1.6.1 The Contractor acknowledges the requirement to comply fully with the Meccema (2) Design and

1.7 **Breach**

- 1.7.1 In the event of the Contractor being in breach of any obligations under this agreement, then MECCEMA 2 shall be entitled to one or more of the following remedies:
- 1.7.2 Give written notification to the Contractor to remedy the breach within 24 hours.
- 1.7.3 Close the Contractor's access to the site until the breaches have been remedied.
- 1.7.4 Insist on rectification of the breach at the cost of the Contractor.
- 1.7.5 Issue of a written warning.
- 1.7.6 Imposition of a fine as listed below, or as decided by the Rules Committee.

1.8 **General**

1.8.1 Non-waiver

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.

1.9 **Variation**

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

1.10 **Security, Access to the Estate and damage to services/trees**

- 1.10.1 The Contractor will ensure that all contractor and sub-contractor employees engaged in this contract are aware of and abide by the Security rules contained in Annexure "A" to these obligations.
- 1.10.2 The Contractor shall ensure that all vehicles use the roads with due care and consideration for passenger safety. Should any of the road edgings/verges, Telkom and electricity manholes, sewer connections, irrigation valves, metro water pipes, fire hydrants, any other services or trees on the property or verge be damaged by the said vehicles or persons under control of the Contractor, then the Contractor shall be responsible for repairing such damage at the Contractor's own cost. Precautionary measures should be taken at the outset to prevent any such damage.
- 1.10.3 Care shall be taken when transporting materials to the site that the Estate speed restriction of 40 kph is adhered to and that all material is contained within the vehicle. **Any spillage onto Meccema's roads must be cleared and cleaned on the same day. You will be responsible for any repair work for any damages.**
- 1.10.4 Failure to take due care or to adhere to the traffic regulations and speed restriction may result in a driver being fined or banned from access to the Estate and the site.
- 1.10.5 The Contractor indemnifies Meccema (2) against any claims for loss or damage, which may occur on the Estate during the course of the contract.
- 1.11 It will be your responsibility to ensure that the work is carried out to the Home Owners satisfaction and that you accept liability for whatever adverse occurrences may transpire on a project.

Mount Edgecombe Country Club Estate Management Association 2 Contractor, sub-contractor and suppliers rules and regulations

Introduction

All contractors working at MECCE 2 must sign acceptance of these rules before any work commencing on site.

Signature of this document does bind the company to all MECCEMA II guidelines, rules and controls. The following protocols are to be strictly adhered to.

The definition of a contractor includes: building contractors, maintenance contractors, installers of internal building fittings, landscapers and other companies associated with garden installations, suppliers and consultants to the building trade and architects; and their staff. This definition also includes the estate contracted landscaping service and golf course maintenance.

Approved contractors are those companies that have been previously approved as such and appear on the Approved List of contractors, sub-contractors, suppliers, consultants, architects and landscapers. It is the responsibility of the main contractor to ensure that all his/her employees and sub-contractors are fully advised on the contents of this document. Furthermore, the main contractor takes full responsibility for all his/her employees and sub-contractors whilst on the Estate.

General rules

Working hours:

1. Contractors are only permitted on the estate from Monday to Friday between 06h00 and 18h00.
2. Work is not permitted on weekends and over public holidays.
3. All work is suspended during the December shutdown period as decided annually by MECCEMA Two. The only exceptions to this are the estate landscaping service, golf course maintenance, and other landscape maintenance and swimming pool maintenance contractors as approved by the estate manager.

Access points

1. Contractors are only permitted to enter the estate through gate 5. Labourers are to use the turnstiles.

Access Cards:

1. Permanent contractors must obtain access cards from the Estate 2 access office for each individual that will be entering the Estate.
2. Only approved contractors are authorised to appoint a sub-contractor to work permanently on the estate (period to be specified).
3. A letter is required from the main contractor with copies of I.D's when new access cards are required for permanent employees and sub contractors.

4. The Security Manager will approve the issue of all access cards.
5. Companies who do not work permanently on the estate will not be issued with access cards.
6. All permanent contractors must obtain a non-refundable access card from MECCEMA II at the prescribed fee.
7. An access card is issued to an individual only. The interchange of access discs between persons even if they also have legitimate access is not permitted.
8. Each individual will be classified into groups that will have restricted access, i.e. through only certain booms, turnstiles, etc.
9. Each card is programmed with an Anti-Pass Back feature. This means that a card can only be swiped in once, before it is used to swipe out again. A person attempting to swipe in and then handing the disc to someone else to swipe will have the access denied.

Temporary access

1. An approved contractor may request a temporary permit to be issued for a period up to 15 working days for sub-contractors and/or additional labour.
2. An application for a temporary permit is to be made through the access clerk at Meccema 2.
3. Only a representative of the main contractor making the application is permitted to arrange for the issue of a temporary permit; i.e. the sub-contractor may not arrange for the issue of a permit.
4. Applications are to be in writing on the applicant's letterhead and may be faxed through to the access clerk. Details to include:
 - The temporary contractors company name
 - Contact person and number
 - Site to be worked at
 - Duration expected to be on site
5. **AT LEAST 24-HOUR NOTICE IS TO BE GIVEN TO THE ACCESS CLERK FOR THE ISSUE OF A TEMPORARY PERMIT.**
6. The permit will be sent to gate 5 on the morning of the start of the permit.
7. All persons entering the estate on a permit must hand in an official Identity Document. This includes a valid RSA Identity Document, Drivers Licence, passport or temporary ID issued by the Department of Home Affairs (must include a photograph of the holder) or official work permit. Company ID's, photocopied ID's and affidavits issued by a Commissioner of Oaths are not acceptable.
8. Any individual who does not comply with items 5 and 7 above will not be permitted to enter the estate. No exceptions.
9. Contractors making deliveries must have an identifiable delivery note, clearly indicating the address and person the delivery is for. If there is no delivery note or the guard is unsure of anything, access will be denied.

10. **CONTRACTORS: FINES GUIDELINE**

OFFENCE	OFFENCE	OFFENCE
Un roadworthy motor vehicle	Littering	No toilet on site
Speeding (As per Residents schedule)	Interfering with game / snaring	No litter collection area
Dangerous / Negligent Driving	Possession of alcohol / drugs	Burning litter on site
Parking on Verge / garden	Fail to use toilets	Storage material off site
Park on Road / Obstruction	Washing in Public	Deviation from approved plan
Dangerous Load	Walking on Estate / Permit	Building without approved plan.
Spillage on Road	Damage to light poles	Unsecured site
Damage to Trees / Vegetation, Branch, tree, shrub	Damage to services	Use disc of another (Employee)
Permit use of wrong disc. (Employer)	Tailgating	

Kindly note that the minimum fine applicable on the Estate is R500.00 and maximum of R20.000.00. Fines are payable within 7 days of notice to you.

OTHER

1. A contractor is not permitted to walk on the estate.
2. Changing and or washing in full view of public is not permitted.
3. The speed limit on the estate is strictly 40 km/h.
4. Overloading of vehicles, including overloading with passengers, is not permitted.
5. It is the contractor's responsibility to ensure that all loads are secure and that workmen/passengers are safely seated whilst in transit.
6. The contractor is to ensure that the site supervisor, authorised by Meccema 2, is on the building site at all times.
7. Parking of vehicles is not permitted on pavements, verges and/or in such a manner as to obstruct other vehicles and or pedestrians.
8. Contractor staff are not allowed to congregate outside of gate 5 waiting for their employer or supervisor. All staff are to be picked up at an area away from the estate and brought by vehicle to gate 5. At gate 5 they will alight, enter the estate and then be taken through to their site.
9. Deliveries are not permitted before 08h00 and after 16h30.
10. Fines issued must be paid within 7 working days of issue, or access discs will be suspended.

11 May 2020