ZEMA
ZIMBALI ESTATE MANAGEMENT ASSOCIATION

Dear Contractor,

HAVE YOU CHECKED?

1. All documents contained within must be **signed and dated** in the appropriate space.*
2. Each page of the **CONTRACTORS AGREEMENT** and **CONTRACTORS PROTOCOL** must be initialled as indicated. *
3. Please attach the relevant documentation: *
    a. Proof of VAT/SARS registration
    b. Proof of Address (Utility Bill, indicating physical address)
    c. Proof of CK/CIPRO registration
    d. Proof of UIF registration
    e. Proof of registration with Labour Department (Workmens Compensation)
    f. Company Letterhead
    g. Copy of Director's ID
    h. Copy of NHBRC certificate
    i. Copy of Public Liability (minimum R5 000 000-00)
    j. Company resolution for authorised signatory

***** Submitting incomplete or non-compliant documentation will result in your application sent back and your accreditation being delayed. It is in your best interests to ensure all documentation is filled in correctly and all relevant documentation attached before returning to ZEMA.

NB:

- **ONLY original signed documents to be returned for accreditation,**
- **regrettably NO e-mail or faxed applications will be processed.**

Once your accreditation has been approved, please proceed to ACCESS CONTROL at the Contractor's Gate for all access / disc related queries or contact the Access Control office on 032 538 4327.

Zimbali Coastal Resort P O Box 1 Zimbali 4422 • Tel: +27 (0)32 538 4300 • Fax: +27 (0)32 538 1910
ZEMA Office, North Gate Office Suites, Zimbali Drive, North Gate Entrance, off M4
www.zimbaliestate.com • Registration No: 1995/000581/08 • VAT Reg No: 4800 158 638

ZIMBALI COASTAL RESORT

ZEMA
ZIMBALI ESTATE MANAGEMENT ASSOCIATION

DOCUMENTATION FOR ACCREDITATION

_____

COMPANY NAME

Main Contractor ☐

DIRECTOR: _____

PLEASE TICK THE BOX IF DOCUMENT IS ATTACHED AND FILL IN THE RELEVANT INFORMATION

Director/s Identity Document: Yes ☐ No ☐

Proof of Address: Yes ☐ No ☐

Company Type: Sole Proprietor ☐ CC ☐ PTY (LTD) ☐

Company Registration / CK: Yes ☐ No ☐

Company Registration Number / CK Number: _____

Company Letterhead: Yes ☐ No ☐

VAT Registration: Yes ☐ No ☐

VAT Registration Number: _____

Unemployment Fund Registration: Yes ☐ No ☐

Unemployment Fund Application Date: _____

Unemployment Fund Reference Number: _____

Workman's Compensation: Yes ☐ No ☐

Workman's Compensation Registration Number: _____

Public Liability: Yes ☐ No ☐ **Amount:** _____

Safety Officer (OHS Act 85/1993) Appointment: Yes ☐ No ☐

Home Owners Letter of Appointment/Copy of contract attached: Yes ☐ No ☐

List of homes: Yes ☐ No ☐

Physical Address:	
Postal Address:	
Office Telephone Number:	
Fax Number:	
E-mail Address:	
Director/Member Cell Nr.:	

SIGNED by the CONTRACTOR at ……..……on…….. 20___

_____

Signed

_____

Contractors Full Name & Surname

_____

Duly Authorized (Office Use)

FOR OFFICE USE ONLY - DOCUMENTS TO BE ATTACHED (SIGNED)

ZEMA Contractual Agreement:	**(Attached).....**	☐
Builders Protocol:	**(Attached).....**	☐
Articles of Association:	**(Attached).....**	☐
Rules, Regulations & Protocols:	**(Attached).....**	☐
Copy of Identity Book:	**.....**	☐
Proof of Address:	**.....**	☐
Proof of SARS/VAT Registration:	**.....**	☐
Proof of UIF Registration:	**.....**	☐
Proof of Labour Department Registration (Workman's Compensation):	**..**	☐
Copy of CIPRO/CK Registration:	**.....**	☐
Copy of Letterhead	**.....**	☐
Copy of NHBRC certificate	**.....**	☐
Proof of Public Liability	**.....**	☐
Company resolution for authorised signatory:	**.....**	☐

FOR OFFICE USE ONLY

1. **Pending:** ☐

2. **Approved:** ☐

Comments: _____

_____

_____

_____ _____

Duly Authorised **Date:**

ZEMA Representative

CONTRACTOR'S AGREEMENT

between:

_____

("CONTRACTOR")

and

ZIMBALI ESTATE MANAGEMENT ASSOCIATION
Registration No. 1995/000581/08

("ZEMA")

1. BACKGROUND

1.1 The CONTRACTOR wishes to supply goods and/or render services within the Zimbali Coastal Resort ("the Estate").

1.2 The purpose of this Agreement is to regulate the terms and conditions according to which the CONTRACTOR will be granted access to the Estate to supply goods and/or render services.

2. TERMS AND CONDITIONS OF ACCESS TO THE ESTATE

The CONTRACTOR, supplying goods and/or services within the Estate:

2.1 accepts that it and all of its employees, agents and/or sub-contractors entering the Estate do so entirely at their own risk and neither ZEMA nor its directors, officers or employees shall be liable for any loss or damage, howsoever caused, which any such person or entity may suffer as a result of personal injury or as a result of loss or damage to property howsoever caused;

Initial Here:

2.2 undertakes to inform all of its employees, agents and/or sub-contractors entering the Estate, of the terms and conditions of this Agreement;

2.3 undertakes to inform the person or entity within the Estate and with whom the CONTRACTOR has contracted in respect of supply of goods and/or rendering of services, of the terms and conditions of this agreement;

2.4 waives all and any claims it has or at any time in the future may have against ZEMA and/or its directors, members, officers or employees in respect of any claim for loss or damage to person or property suffered by the CONTRACTOR or any of its employees, agents and/or sub-contractors whilst on the Estate, irrespective of how such loss or damage arose;

2.5 indemnifies ZEMA and its directors, members, officers and employees and keeps them indemnified against:

2.5.1 all loss or damage suffered as a result of any claim by or against the CONTRACTOR or any of its employees, agents and/or sub-contractors who suffer or may suffer loss or damage to person or property while on the Estate;

2.5.2 all claims of any dependant of such persons irrespective of how that loss or damage may have arisen;

2.5.3 any loss or damage which may be suffered by ZEMA or its directors, members, officers or employees, or any claim or demand which may be made against them which arose or may arise out of any act or omission of the CONTRACTOR or its employees, agents and/or sub-contractors;

Initial Here:

2.6 warrants that it and each of its employees, agents and/or sub-contractors hold the necessary qualifications and/or licenses required in accordance with the laws of South Africa, to perform the services or supply the goods for which the CONTRACTOR may be contracted to perform or supply within the Estate;

2.7 warrants that it holds public liability insurance to cover any claims arising from it or its employees, agents and/or sub-contractors acts or omissions in the course of supplying goods and/or rendering services within the Estate;

2.8 warrants that it shall, during the period in which it supplies goods and/or services within the Estate, comply with all applicable legislation, in particular, but without limiting the generality of the aforegoing, the Occupational Health and Safety Act 85 of 1993 as amended, and the Compensation for Occupational Injuries and Diseases Act 61 of 1997, as amended;

2.9 warrants that it had read and understood the Rules ("the Rules") of ZEMA and Articles 8.5.1, 8.5.2, 8.6 and 8.7 ("the Relevant Articles") of ZEMA's Articles of Association, copies of which have been attached and initialed by the CONTRACTOR for the purpose of identification;

Irrevocably undertakes, in favour of ZEMA, that it will abide by the Rules and the Relevant Articles (as amended from time to time) and agrees that the Rules and the Relevant Articles (as amended from time to time) shall be enforceable against it as if it were a member of ZEMA in terms of the provisions of this agreement.

Initial Here:

2.10 acknowledges and accepts that:

2.10.1 any contraventions of the Rules and/or the Relevant Articles by its employees, agents and/or sub-contractors shall be deemed to be a contravention of the Rules and/or the Relevant Articles by the CONTRACTOR;

2.10.2 should there be a contravention as stipulated in 2.10.1 above ZEMA shall have the right to revoke the CONTRACTOR's right of access to the Estate. ZEMA shall exercise such right:

(a) immediately, and in its sole discretion in the event that it is of the opinion that the contraventions places the Estate, ZEMA or any of its members at risk, alternatively

(b) in all other instances on written notice to the CONTRACTOR. Such written notice shall however only be issued under circumstances where the CONTRACTOR has committed at least two previous contraventions for which the CONTRACTOR was sanctioned under the Rules and Relevant Articles.

2.10.3 its employees, agents and/or sub-contractors will be required to complete the Security Access Requisition Form as well as the Contractor Information Form prior to any access cards/discs being issued;

2.10.4 access to the Estate will be denied if these documents are not completed, signed and approved by ZEMA.

Initial Here:

3. GENERAL PROVISIONS

3.1 This Agreement, read with the Relevant Articles and the Rules, constitutes the entire agreement between the parties and any acts, representations, announcements, statements, warranties, guaranties or conditions not recorded herein shall be of no force and effect whatsoever.

3.2 No addition to or variation of this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties. .

3.3 No indulgence, which ZEMA may grant to the CONTRACTOR shall prejudice or constitute a waiver of rights by ZEMA, which shall not thereby be precluded from exercising any rights against the CONTRACTOR, which may have arisen in the past or might arise in the future.

3.4 The CONTRACTOR nominates the following address as its domicilium citandi et excutandi for all purposes relating to this Agreement, which address it may change to any other physical address in South Africa on 10 (ten) days written notice hand delivered to ZEMA at its offices on the Estate:

YOUR ADDRESS:

……

……

……

……

……

Initial Here:

ZIMBALI ESTATES RULES, Dated 25th May 2010, received by the CONTRACTOR at ……..…. on …… 20___

SIGNED: ……..

PRINT NAME: ……

AS WITNESSES

1. _____

2. _____

OFFICE USE:

_____

Duly Authorized (Office Use)

SIGNED by ZEMA at ……..on ……..…… 20___

Initial Here:

ZEMA
ZIMBALI ESTATE MANAGEMENT ASSOCIATION

ZIMBALI COASTAL FOREST

RELEVANT ARTICLES

Conduct rules with reference to the "Contractors Agreement" dated 25th May 2010 as referred to in paragraph 2 sub-paragraph 2.9 refers:

8.5 **Conduct Rules**

Subject to any restriction imposed or direction given at a General Meeting of the Association the Directors may from time to time make conduct rules in regard to:

8.5.1.1 the preservation of the natural environment,

	ACCEPTED BY (CONTRACTORS FULL NAME):	SIGNATURE: DATE:
	ZEMA REPRESENTITIVE (FULL NAME):	SIGNATURE: DATE:

8.5.1.2 vegetation and fauna and flora on the Estate,

8.5.1.3 the use and allocation of parking areas for owners and guests,

8.5.1.4 the right to keep animals, reptiles and birds,

8.5.1.5 the use of recreation and entertainment areas and amenities and facilities and the right to make a reasonable charge for such use,

8.5.1.6 the use and control of business premises,

8.5.1.7 the placing of movable objects upon the outside of buildings including the power to remove any such objects,

8.5.1.8 the storing of flammable and other harmful substances,

8.5.1.9 the conduct of any persons within the Estate and the prevention of nuisance of any nature to any Owner,

8.5.1.10 the use of land within the Estate,

8.5.1.11 where a Unit is owned in undivided shares by more than one Owner the use of such Unit by co-owners thereof and their rights inter se,

8.5.1.12 the use of roads, pathways and open spaces,

8.5.1.13 the imposition of fines and other penalties to be paid by Members.

8.5.1.14 any such matters as may in the opinion of the Directors require to be regulated from time to time.

	ACCEPTED BY (CONTRACTORS FULL NAME):	SIGNATURE: DATE:
	ZEMA REPRESENTITIVE (FULL NAME):	SIGNATURE: DATE:

8.5.2 **Enforcement of Conduct Rules**

8.5.2.1 The Directors may take or cause to be taken such steps as they may consider necessary to remedy the breach of any conduct rules of which the Member may be guilty and debit the costs of so doing to the Member concerned which amount shall be deemed to be a debt owing by the Member to the Association. In addition the Directors may impose a system of fines or other penalties. The amounts of such fines and/or penalties shall be determined by the Board from time to time.

8.5.2.2 In the event of any breach of the conduct rules by any guests, invitees or other persons occupying the Unit such breach shall be deemed to have been committed by the Member and the Directors shall be entitled to take such action as they may deem fit against the responsible Member.

8.5.0.3 Notwithstanding the foregoing, the Directors may in the name of the Association enforce the provisions of any conduct rules by a similar application in a Court of competent jurisdiction and for this purpose may appoint such attorneys or Counsels they may deem fit.

8.6 Any conduct rules made by the Directors shall be reasonable, and shall apply equally to all owners of units put to substantially the same purpose.

8.7 The rules made by the Directors from time to time in terms of the powers granted to them shall be binding on all members.

	ACCEPTED BY (CONTRACTORS FULL NAME):	SIGNATURE: DATE:
	ZEMA REPRESENTITIVE (FULL NAME):	SIGNATURE: DATE:

NOTICE TO CONTRACTORS AND DOMESTIC EMPLOYEES: CONDITION OF ENTRY

ZEMA reserves the right to search, at its discretion, any contractor, employee of a contractor and any domestic employee who enters the Zimbali Estate. Entry upon the Estate following the display of this notice will be deemed to constitute acceptance of this condition of entry."

Rules for Disc Ownership

1. Do not lend your disc out to anyone. The disc belongs to a specific individual and not to a company. Misuse of your disc will result in the suspension of the disc and a fine will be issued. Should this take place more than once, the disc will be permanently de-activated.
2. Do not swipe for any other person beside yourself.
3. Wait for the reader to complete the initial transaction before swiping your disc.
4. Swipe your disc at the reader regardless if the boom is erect or taken off.
5. No disc no entry.
6. No passengers are allowed to enter in a vehicle through the Contractors Boom Gate.
7. No pets are allowed on the Estate.
8. You must swipe yourself in at the Contractor's Gate and out at the Contractor's Gate when you leave.
9. You have one swipe in and one swipe out; there is a six second window period to pass through the turnstile.
10. If you fail to utilize the turnstile within six seconds the anti-pass back will activate.
11. All Contractors will enter after 06h45 and exit before 17h30.
12. Control Room should be notified immediately, should there be an issue with leaving the Estate by 18h00.
13. All discs will cease to function after 18h00 hrs and no contractors are allowed on the Estate over weekends.
14. Your disc will expire every 3 months and can be reprogrammed for further 3 months at a cost of R 50.00.
15. Only ZEMA to give permission to be on the Estate after 18h00. If found on the Estate after 18h00, you will be fined R300-00 and your disc will be suspended. A fee of R 50-00 will be charged to re-activate the suspended disc.
16. Misuse of your access device will result in a fine of R 1 500.00 being issued. The whole company's discs will be suspended and the whole company will have to verify their discs against an official Identity documents. A fee of R 50-00 per disc will be charged to re-activate each disc.
17. Lost discs must be reported to security immediately for suspension. If this is not done you will be held responsible and liable for a fine should your disc be used in the commission of an offence.
18. All Contractors and Domestics are required to use the Contractor's Gate for access and egress onto the Estate.
19. **The SPEED LIMIT is 25 km/h - this will be strictly enforced.**
20. Do not interfere with the wild life, this will result in you being banned from the Estate and criminal charges being brought against you.
21. No tail-gating through Access Booms and Access Control points.
22. No walking on the Estate, the company must transport you to and from your site.
23. No hooting is allowed on the Estate.
24. You are to remain inside the cordoned off area or area of work at all times.
25. **Any problems experienced contact or report it to the security control room (032) 538-4300**.

I, _____, ID: _____ hereby confirm that I have read these rules and explained them to my staff. I have also received a copy of these rules for each of my staff members.

Signature: _____

ISAZISO KUBAKHI NAKUBASEBENZI BASEZINDLINI: IMIBANDELA YOKUNGENA KULAMAGCEKE

I-ZEMA igodle ilungelo lokukhuthuza, ngendlela ebona ifanele, yinoma imuphi umakhi, umsebenzi walo makhi nanoma imuphi umsebenzi wasezindlini ongena emagcekeni aseZimbali Estate. Ukungena kula magceke emuva kokushicilelwa kwale saziso kuyothathwa njengokwamukelwa kwalo mbandela wokungena**.**

Rules for Disc Ownership – Zulu

1. Ungatsheleki muntu idisc yakho. iDisc eyomuntu oyedwa akuyona eyekapani. Ukusebenzisa idisc yinoma kanjani kungabangela ukuthi uthole ifine. Uma kwenzeka lokho ngaphezu kwesikhathi esisodwa ngeke iphinde isebenze idisc yakho nawe futhi ngeke uphinde usebenze kwiState.
2. Unganiki muntu I disc yakho ukuba angene noma aphume ngaphandle kwakho
3. Linda I lambu elibomvu ngaphambi kokuba usebenzise I disc yakho
4. Sebenzisa I disc yako noma ngabe I boom imile ivalile noma ikhishiwe
5. Uma ungenayo I disc angeke ukwazi ukungena.
6. Akuvumelekile ukungena nemoto uma uyiphasenja ngqphandle kukamshayeli
7. Akukho ezifuywayo avunyelwe phezu Estate.
8. Uvumeleke ukungena eContractors Gate nokuphuma eContractors Gate.
9. Usebenzisa I disc yakho kanye ungena, uyisebenzise kanye uphuma ingakapheli isigamu eyisthupha (6 seconds)
10. Uma sekuze kwaphele isigamu eyisithupha ungangenile esangweni I disc yakho izovaleka
11. Wonke umuntu uvumeleke ukuba angene ngo 06h45 ekuseni aphume ngo 17h30 ntambama kuphele
12. Control Room kufanele aziswe ngokushesha, kufanele khona udaba kokushiya Estate by 18h00.
13. Wonke ama disc angenke asebenze emuva kuka 18h00 ntambama noma ngezimpelasonto
14. Wonke ama disc azophelelwa isikhathi soku ngemuva kwezinhanga ezintathu (3 months) ngakho vuselela I disc yakho ngo R 50.00 ngaphambi kwezonyenga ezintathu
15. Abantu bakwa ZEMA kuphela abavumeleke ukuba kwi estate emuva kuka 18h00, uma utholakala kwi estate emuva kuka 18h00, uzohlawuliswa imali engango R300.00 kunye ne disc yakho ivalwe ukusebenza uphoqeleke ukuba ukhokhe enye imali engango R 50.00 ukuvuselela I disc yakho
16. Ukusebenzisa idisc ngendlela okungeyiyo nkungaholela ekutheni ukhokhe inhlawulo ka R 1 500.00. Kanti yonke inkampani ingavalelwa ama disc, kuze kwenziwe ucwaningo lwama ID Numbers. Bese kukhokhwa u R 50.00 okuvula onke ama disc.
17. Uma I disc yakho ilahlekile phuthuma kuma security ukuze I disc yakho ivalwe ukusebenza ukuze ingasetshenziswa muntu ngaphandle kwemvume yakho
18. Isango lezikotileka kuphela elinemvume yokungenisa abasebenzi kwi estate
19. **Akumelanga uhambe ngaphezu kwebanga elilinganiselwe ku 25km/h lapha kwi Estate**
20. Ungahlu kumezi izilwane ngoba lokho kungadala ukuba ubekwe icala lokuhlukumeza izilwane nokuxoshwa kwi estate
21. Akuvumelikile ukuthi izimoto ziphume kanye- kanye kuma boom, elandelayo nayo kumele ilinde ukuze isebenzise I disc yayo
22. Akuvumelikile ukutholakala uhamba ngapha-kathi kwi estate, inkampani yakho kumele ikuhambise ngemoto ukuya nokubuya lapho uya khona
23. Akuvumelekile ukusebenzisa ihutha.
24. Kufanele wonke umsebenzi azigcine engaphakathi kwenethi ebiyele isayithi
25. **Uma kunezinkinga ohlangabezana nazo kumele uxhumane no nogada (security) kulezi nombolo zocingo – (032) 538-4300**

15/19

ZEMA
ZIMBALI ESTATE MANAGEMENT ASSOCIATION

ZEMA

ZIMBALI ESTATE MANAGEMENT ASSOCIATION

CONTRACTOR'S PROTOCOL

Revision 13: 11 January 2017

ZIMBALI COASTAL RESORT

1. INTRODUCTION

1.1 The manner in which a site is prepared prior to the commencement of actual building work will have more impact on the state of the environment than that of any other stage of the development. For this reason, the ZEMA requires the following procedures to be strictly adhered to.

1.2 All main contractors working at Zimbali must sign acceptance of this protocol prior to any work commencing on site. This covers all sub-contractors which they will be responsible for working under them on their sites.

1.3 As a pre-requisite for the site handover, ZEMA wishes to advise you that the builders' levy is **R8 310.00** incl. VAT per unit [calculated at R692.50 incl VAT per month for a period of 12 months.] However, for cluster developments or PUD sites a levy of **R692.50** incl VAT per unit per month for a period of 12 months is payable in advance. Should you go over this 12 month period, ZEMA will charge you for a 3 month period which must be paid in advance. This would effectively mean that a month before your 12 month period is about to expire and if you have not yet completed the building, ZEMA will invoice you for 3 months (payable in advance). The fee is subject to annual review by the Board.

2. PROCEDURE

2.1 The owner, or his principle agent, must give the Zimbali Estate Management Association Building Control Manager at least 14 days' notice of his intention to start building. The footprint must be marked out and electrical, water and sewer connections completed by the relevant authorities. All working plans including storm water management and landscaping must be approved by ZEMA.

2.2 The location of the driveway, as indicated on the site plan, must be clearly marked and this will be the only access onto the site. After site-handover, the site must be fenced off (bonnox fencing – 1.8 to 2m) and then shade clothed off (green shade cloth – 80%). This site must be kept closed after hours.

2.3 Initial access to the site will be given by ZEMA for purposes of surveying the site only and minimum pruning and trimming of the indigenous vegetation will be allowed during this survey.

2.4 The location of the footprint and actual house position as well as the driveway and cadastral boundary must be clearly marked out before the site handover. All services must be clearly identified.

2.5 Only that portion where the house is located within the allowed footprint which is actually required for building work including the driveway may be cleared of vegetation subject to approval by ZEMA and DWAF after the site is handed over.

2.6 All indigenous seedlings and plants found within the footprint area that need to be cleared must be harvested (if possible) to replant in other areas of the Estate. This is done in accordance with DWAF. This work, to be carried out during the clearing of the footprint area is to be undertaken by the landscaper. All vegetation to be removed must be identified and recorded and must be mulched on site and used to rehabilitate the area – in accordance with DWAF.

2.7 Once the building area has been cleared and established a 2m clearance around the proposed dwelling will be allowed, it must be screened with a bonnox fence with (green) shade cloth over the fence. This must be to a height of 1.2m. No builders creep nor refuse outside the fence will be permitted in accordance with the DAEA.

2.8 Regular inspections will be carried out during the building operations to ensure that there is no encroachment onto the surrounding areas. If any damage occurs to the natural vegetation without approval, it is to be reported to ZEMA and repaired as soon as possible at the main contractor's expense and subject to penalties as set out in the ZEMA rules and Security Fines Policy.

2.9 The following items which pertain directly to building sites should be specifically noted:

2.9.1 Weekend work of any type is not permitted by any contractor.

2.9.2 No after-hours work will be permitted without ZEMA's prior approval.

2.9.3 No trees or shrubs may be removed or pruned adjacent to any new building without prior written permission from ZEMA.

2.9.4 No contractor's yards are available and must be located on site. Storage facilities must be contained on site within the confines of the shade clothed footprint area.

2.9.5 No contractor will be permitted to extend the surveyed area footprint indicated to him during the site-handover without ZEMA approval.

2.9.6 Contractors must take care to avoid the introduction of any alien species to the site as well as ensuring that litter and rubble does not exit the confines of the shade cloth, in accordance with the Estate's policy.

2.9.7 The contractor must exercise special care with the storage, handling and transport of all materials which could adversely affect the environment on the Estate. Any spillage of any materials on the Estate must be repaired and cleaned up.

2.9.8 No trees, shrubs or grasses may be removed, disturbed or pruned without the full written permission of the ZEMA Estate Manager. Any breach will be treated as serious and a fine of R1140.00 incl VAT to R11 400.00 incl VAT per tree or branch, shrub or any other related offence will be imposed.

2.9.9 Contractors must take adequate provision for temporary chemical toilets situated on site for the use of their employees, until such time as a full water-borne system has been installed. SIZA water, will on request, connect the sewer and place a temporary cap on the sewer until the house is completed, tested and approved by their inspector.

2.9.10 The necessary precautions to prevent pollution, contamination or noise nuisance to adjoining areas must be taken at all times. Any contraventions will be dealt with as in accordance to the Estate rules.

2.9.11 Storage and removal of site refuse, litter and rubbish must be very carefully controlled throughout the whole development. Permanent ad hoc rubbish pits will not be permitted. All refuse must be removed from site to Ballito/Tongaat. A temporary refuse area must be made at the site entrance and emptied on a weekly basis.

2.9.12 Shade cloth must remain in place until the landscaper starts planting. The final planting of indigenous plants and shrubs as directed by ZEMA's landscape architect is to blend into the conservation theme of the Estate.

2.9.13 Landscaping in accordance with the approved landscapers plan must be completed within 2 months after the removal of the shade cloth.

2.9.14 All construction related work will visually impact upon the environment. Each contractor must, therefore, take care to reduce this impact and avoid the emotional outcry that an irresponsible development would generate.

2.9.15 Any new alterations made to the ZEMA approved plans must be approved by ZEMA before being built.

2.9.16 The Architect/Owner is required to submit his/her As-Built drawings to ZEMA for approval as well as all compliance certificates before an occupation certificate may be issued by the Local Authority.

2.10 As the main contractor appointed for the full duration of the construction program, we certify that a dedicated Health & Safety Officer for the project has been appointed to enforce all Health & Safety legislation applicable as required in terms of the Occupational Health & Safety Act [Act 85 of 1993] as amended.

2.11 In addition to the above, the following security and access control items have been extracted from the security and contractor's manual:

2.11.1 The contractors/sub-contractors/suppliers must comply with the security regulations as amended from time to time. These rules include the policy in which all staff must be transported to and from site and may not walk on the Estate roads.

2.11.2 Contractors/sub-contractors/suppliers will only be given access to the site by prior arrangement by the main contractor and fall under the same protocol mentioned above. All such contractors will be required to wear ID cards (visual) at all times and be in possession of their access disc.

2.11.3 All applications are to be channeled through the main contractor and all related Estate fines will be sent to the main contractor for any of their sub-contractors.

2.11.4 Vehicles using the internal roads system will be limited to a maximum of a 7 ton [total GVM- Gross Vehicle Mass] on the East and 10 ton [Total GVM – Gross Vehicle Mass] on the South and West. All contractors will be liable to pay a pro-rata levy of **R540.00** incl VAT per vehicle over the 10 ton limit to be included in the contractor's tender documents. All suppliers of concrete deliveries will pay a pro-rata levy of **R108.00** [including vat] per cubic meter. To this end all Sub-contractors and suppliers of concrete and/or bricks are to supply ZEMA with a monthly schedule of customer's name, address of delivery, Contract/delivery invoice number, and Concrete volume/m^3 and date of delivery. The roads were designed in terms of pavement design and geometry to handle typical construction vehicles and furniture vehicles expected during construction and moving in. To this end 5 rigid vehicles were identified as follows:

- Concrete Truck – 26 tons [typically highest load expected]
- Steel reinforcement truck
- Brick Truck – rigid vehicle with no trailer
- Furniture removal vehicle
- Tour Bus – main roads only

The curbs and channel edged [inclined] will not tolerate heavy vehicles riding over them and off the road. Vehicles must be rigid and not longer than 10.5m

2.11.5 Parking of vehicles will only be permitted within the demarcated footprints – no excessive parking will be permitted on the roads and no parking on vegetation. Damage to any vegetation will be dealt with in terms of the Security's' fines policy.

2.11.6 The maximum height clearance of vehicles (including loads) using roads will be restricted to 4.8 metres. Vehicles are not to obstruct traffic when they park nor damage vegetation.

2.11.7 The maximum speed within the Zimbali Coastal Resort is limited to 25k/h. Speed trapping will be undertaken from time to time to calm traffic.

2.11.8 Hours of work within the Zimbali Coastal Resort are 06:45 to 18:00 Monday to Friday and no work is permitted over weekends or public holidays. Late work must be approved by ZEMA.

2.11.9 All new suppliers, other than those ZEMA deem to be regular suppliers, shall be escorted to and from site by the contractor's agent/foreman, who will remain responsible for any contravention of the ZEMA rules during the delivery process. Security must be notified of such deliveries prior to arrival at the entrance gate. These should be scheduled after the morning access of normal working staff so as not to congest the gates.

2.11.10 All contractors will be issued with an individual disc on ID card, which may only be used by that person – failure to do this is a breach of security.

2.11.11 All contractors may only access and exit via the Contractor's Gate and all contraventions in this regard result in the suspension of the contractors' access disc and the issue of a fine.

2.11.12 All contractor's discs will be renewed to update the system every 3 months (only site contractors), and a fee per disc must be paid to renew the data base.

_____ _____

SIGNED (Appointed Safety Officer) DATE

_____ _____

SIGNED (Applicant/Contractor's Agent/Foreman) DATE

_____ _____

REPRESENTING (Name of Contracting Company) WITNESS by Architect (Principle Agent)

_____ _____

ZEMA BUILDING CONTROL MANAGER DATE