

**CLEARWATERS COVE HOME OWNERS ASSOCIATION  
(NPC)**

**BUILDING CONTRACTOR'S CODE OF CONDUCT AND CO-OPERATION  
AGREEMENT**

**THIS IS AN AGREEMENT BETWEEN:**

**CLEARWATERS COVE HOME OWNERS ASSOCIATION**

(Registration number: 1999/025849/08)

(as represented by **ADRIAN LUCAS** in his capacity as Estate Management Agent, duly  
authorized)

(Hereinafter referred to as "**CWCHOA**")

**AND**

\_\_\_\_\_  
(Registration number: \_\_\_\_\_)

(herein represented by \_\_\_\_\_ in his capacity as \_\_\_\_\_  
duly authorized)

(Hereinafter referred to as the "**Contractor**")

**AND**

\_\_\_\_\_  
As registered owner of Erf \_\_\_\_\_

As situated in the development known as Clearwaters Cove Estate.

(Hereinafter referred to as the "**Owner**")

CWC HOA BUILDING CONTRACTORS CODE OF CONDUCT AND CO-OPERATION  
AGREEMENT

**IN TERMS OF WHICH IT IS AGREED AS FOLLOWS:**

1. **DEFINITION**

- 1.1 **"BCO"** is a reference to the Building Control Officer as designated and/or appointed by CWCHOA to conduct the duties as such.
- 1.2 **"Building Aesthetic Policy"** is a reference to the document which covers the Design Policy and Standards applicable to Single Residential Erven in the Estate and which is available in electronic format, marked Annexure B
- 1.3 **"Clearwaters Cove"** is a reference to the development area or township referred to as collectively stands 1 to 123 of Clearwaters Cove Township Extension, in the Tzaneen Municipality, in the Province of Limpopo, Republic of South Africa...
- 1.4 **"Contractor"** is a reference to \_\_\_\_\_
- 1.5 **"CWCAA"** is a reference to the CWCHOA, Aesthetics Architect, who has been appointed by CWCHOA to approve building plans on the Estate.
- 1.6 **"CWCHOA"** is a reference to CLEARWATERS COVE HOMEOWNERS ASSOCIATION NPC. (Registration number: 1999/025849/08)
- 1.7 **"The Regulations"** is a reference to the attached document called: "Clearwaters Cove Home Owners Association Code of Conduct" marked Annexure A which governs the behavior of all persons who own, occupy or visit properties on the Estate.
- 1.8 **"GTM"** is a reference to Greater Tzaneen Municipality.
- 1.9 **ANNEXURES:** The following Annexures form part of this agreement:
  - 1.9.1 **ANNEXURE A** Clearwaters Cove Access Policy.
  - 1.9.2 **ANNEXURE B** Clearwaters Cove Building Policy.
  - 1.9.3 **ANNEXURE C** is the document which contains, the Aesthetic Guidelines for the Estate.
  - 1.9.4 **ANNEXURE D** Clearwaters Cove Building Contractors Code of Conduct Rules.
  - 1.9.5 **ANNEXURE F** Clearwaters Cove Security Policy.

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2. **RECORDAL**

- 2.1 In terms of the conditions of establishment of the Clearwaters Cove Estate, Deeds of Sale and the Memorandum of Incorporation of CWCHOA, CWCHOA is responsible for the management of the Estate and the implementation of the Clearwaters Cove Estate Architectural Guidelines and Standards.
- 2.2 The Contractor wishes to offer services to owners of stands, for the construction thereof in the Estate.
- 2.3 In order for the Contractor to be accredited by CWCHOA to undertake construction in the Estate, the Contractor accepts and agrees to abide by the Estate Code of Conduct and Regulations and the Contractor's Code of Conduct as set out in this agreement.
- 2.4 The Contractor acknowledges receipt of the aforementioned documents and that they have read them, understands their contents and agrees to abide by their provisions.
- 2.5 This document sets out the Procedures, Rules, Regulations and Code of Conduct which the Contractor will follow during the execution of any building works on the Estate.
- 2.6 In the event of the Contractor being a closed corporation or a proprietary limited company (Pty) Ltd., the representative who signs this agreement personally accepts all liabilities, penalties and obligations which may arise through the operation of this agreement as if he/she had this agreement in his/her personal capacity.

3. **SITE HANDOVER**

- 3.1 A site handover meeting shall be arranged by the Contractor with CWCHOA and/or its nominated agent and the Owner at least seven (7) days prior to the date on which the handover is required. The meeting will be held on the building site before the Contractor will be entitled to move onto site in any form or for any purpose, including the storing of building materials on the site or the building yard.
- 3.2 The site handover meeting will be attended by –
  - 3.2.1 The Owner;
  - 3.2.2 The BCO.

- 3.2.3 The Contractor;
- 3.2.4 The Architect.
- 3.3 The following must be complied with or agreed upon prior to the site handover (and at the site handover a discussion will take place as to whether or not this provision has been complied with), namely :
  - 3.3.1 All site corner pegs must be identified and marked by a registered land surveyor;
  - 3.3.2 The site, prior to the commencement of any work (including cleaning work) and its surroundings will be photographed by the Contractor in digital format. The photographs shall include the general site, the street immediately in front of and adjacent to the site, including lampposts, bollards, manholes, all site boundaries, including pavements, all verge planting immediately in front and adjacent to the site.

The purpose of this is to establish the condition of all items prior to handover and shall be deemed *de facto* evidence for the determination and calculation of any damages and breakages.
  - 3.3.4 The payment of building levies and building deposits in terms of this agreement.
- 3.4 The following will be agreed upon at the site handover meeting:
  - 3.4.1 The positioning on the erf as may be applicable of containers, toilets, showers, site kitchens, refuse bins and skips as well as the extent of screened areas.
  - 3.4.2 The extent of cut and fill, including retaining structures.
  - 3.4.3 A storm water management plan.
  - 3.4.4 Environmental issues will be identified, including preservation of existing vegetation and the storage of material.
- 3.5 The Contractor shall furnish CWCHOA with a written list of sub-contractors and suppliers.
- 3.6 The CWCAA must be in possession of building plans, approved by both CWCHOA and the GTM. No construction may commence before the building plans have been approved by both CWCHOA and the GTM.
- 3.7 The CWCHOA, BCO or nominated representative will be furnished with a building program which, *inter alia*, highlights construction milestones and the completion date.

- 3.8 Service connections on site will be identified and pointed out to the Contractor by the BCO.
- 3.9 Prior to the site handover the Owner and Contractor must have signed the connection application and supply agreements with CWCHOA for water and have paid the relevant connection fees and deposits.
- 3.10 The Contractor is obliged to inform CWCHOA when clauses 3.3 to 3.11 have been complied with and the site has been established.
- 3.11 A final site establishment inspection by CWCHOA shall be held before the Contractor may proceed with any building activities.
- 3.12 The site will be handed over to the Contractor by CWCHOA and the Owner, after all levies and/or deposits have been paid to CWCHOA. CWCHOA will hand to the Contractor a "Site Handover Document", without which the Contractor may not commence construction.

4. **SITE & SITE PREPARATION**

- 4.1 It is acknowledged that the manner, in which the building site (where the construction is to take place) is prepared prior to the commencement of construction, has an important impact on the environment of the estate.
- 4.2 Only that portion of the footprint actually required for purposes of building and the driveway may be cleared of any vegetation.

6. **FENCING AND SCREENING**

- 6.1 The site must be fenced in a neat and secure manner.
- 6.2 Ensure that refuse and bins storage areas are screened off with green 80% factor shade cloth.
- 6.2 All street boundaries, pasture and conservation boundaries may be screened and CWCHOA may require that other boundaries be screened off at the Contractors expense should the privacy of neighbours be compromised.
- 6.3 Once the areas to be screened off have been established by CWCHOA, the relevant areas shall be screened off by the Contractor with forest green 80% factor shade cloth of a minimum of 2 meters height with one 4 meter wide entrance gate in a position agreed at the site and building yard handover. Shade cloth shall be supported by a sturdy fence, itself

supported by wooden or steel poles spaced at a maximum of 3 meter intervals. The whole structure is to be supported in such a manner so as to not to sag or come adrift. The entrance shall be closed and secured with a gate clad with the same shade cloth. The gate shall be closed and secured at the end of each working day.

- 6.5 The Contractor shall carry out regular inspections during the contract period to ensure containment of all material, equipment and so forth within the screened areas and to monitor damage to the surrounding vegetation. Any damage to existing vegetation shall immediately be reported to the BCO by the Contractor and the costs of replacement will be for the Contractor's account.
- 6.6 CWCHOA's nominated representative, who may include the BCO, is entitled at any time to carry out unscheduled inspections on site to ensure that the provisions of this agreement are adhered to.

7. **CONSTRUCTION PERIOD**

- 7.1 Construction shall commence within fourteen (14) working days from the date of the site handover and shall be completed within the stipulated time frame below:  
  
The building period shall be 9 months for a house up to 400m2, for every 100m2 larger a period of one month shall be allowed.  
  
A 3-month weather grace period may be applied for, to the directors in writing in periods of higher than average rainfall. (AGM 2023)
- 7.2 CWCHOA is entitled to levy a penalty against the Contractor per calendar day in respect of the period by which the Contractor exceeds the construction period.

8. **CONSTRUCTION SIGNAGE**

- 8.1 The Contractor must complete the following information on board mounted and visible from the road:  
  
Client Name  
  
Contractor  
  
Architect  
  
Engineers  
  
Contact person in emergencies and Contact number

The Board shall be 800mm by 1200mm in size mounted and erected on metal poles at the building site.

- 8.2 The Contractor shall ensure that no other signage of any building Contractor, sub-contractor, and service provider, financing company, real estate agent or other party shall be erected anywhere on the site or on the verge bordering the site.

9. **LITTER AND BUILDING RUBBLE CONTROL**

The Contractor shall be liable to limit and remove all litter and/or building rubble on site and at the building yard and shall:

- 9.1 Place litter bins and skips in demarcated and screened refuse areas on site in accordance with the plan as approved by CWCHOA prior to the handover meeting.
- 9.2 Ensure that not less than once every week the site will be cleared of all litter and building refuse which shall be removed from the Estate, preferably on Fridays. In addition, the site must be litter and refuse free over weekends, public holidays and during any extended closure and holiday periods.
- 9.3 Ensure that no litter, refuse or rubbish shall be burnt on site.
- 9.4 Ensure that any litter/rubble spread outside the boundaries of the site and building yard shall immediately be picked up.
- 9.5 Clear the site and building yard of all rubble and/or refuse at any stage, if in CWCHOA's unfettered and subjective opinion the site and building yard is untidy and/or aesthetically unacceptable.
- 9.6 Ensure that all litter bins have lids and skips have a secured shade cloth covering to prevent the contents from being windblown over the site and building yard.
- 9.8 Ensure that all sub-contractors, suppliers, service providers, employees and others adhere to this requirement and the Contractor acknowledges that a breach by any one of them of any provision of this agreement shall be deemed to be a breach by the Contractor.

10. **EROSION CONTROLS**

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The Contractor will at its expense take such reasonable steps to avoid soil erosion as may be prescribed by CWCHOA. Should CWCHOA prescribe such measures, no building work will be undertaken or continued by the Contractor until the measures have been fully implemented and approved of by CWCHOA.

11. **WORK HOURS**

Unless otherwise approved of in writing by CWCHOA, construction work shall be strictly limited to the time between 07h30 and 17h30 from Mondays to Fridays. No construction will be allowed on Saturdays, Sundays, public holidays and the period stipulate in the Building Policy.

12. **SECURITY**

12.1 The Contractor will ensure that a responsible person is available who can be communicated with on a 24 hour basis (also on public holidays, Saturdays and Sundays) in the event of an emergency arising at the building site. The responsible person's name and telephone number must be lodged with security on commencement of building.

12.2 The Contractor as well as all sub-contractors, suppliers, service providers and labourers are to comply with all security regulations and protocols as prescribed from time to time by CWCHOA and as amended from time to time by CWCHOA.

12.3 Contractors may only access the Estate through the contractor's entrance gates as specifically designated by CWCHOA and nowhere else. Employees shall not be allowed to congregate around any of the Estate's gates while waiting to be transported to and from the Estate. Only pickup points as specifically designated by CWCHOA at the Contractor's entrances (and nowhere else), shall be used to pick up employees of the Contractors/sub-contractors.

12.4 Casual labour shall not be recruited within one kilometer of any of the entrance gates to the Estate.

12.5 All employees of the Contractor, his sub-contractors and service providers shall comply with the security measures as implemented by CWCHOA from time to time, which shall include the registration of the employees with CWCHOA security management. This will require presentation of the employee's identity document and a photocopy



thereof. This shall be done prior to any such person being granted access to the site.

- 12.6 The Contractor and each of his employees shall on registration, may be obliged to purchase a security tag from the security office at an initial cost which will be decided by the board from time to time, per tag, which tag shall be worn on the apparel at all times, while on the Estate. No persons without security tags may enter upon the Estate. Failure to comply herewith shall be regarded as a gross breach of this agreement and viewed in a serious light by CWCHOA.
- 12.7 The employment of illegal aliens is expressly prohibited.
- 12.8 No night watchmen or security guards or employees may live and/or enter the Estate area and/or construction site after the official hours referred to in clause 11. Failure to comply herewith will be regarded as a serious breach of this agreement.
- 12.9 Both the Contractor and the owner hereby waives any claim which it might obtain against CWCHOA or the HOA arising out of any act or omission on the part of any such night watchman/guard/employee, including any criminal act or omission. The Contractor further indemnifies CWCHOA, its Directors and/or employees against any claims for damages or losses, which may arise out of any act or omission of such person, while the Contractor; his employees are engaged in construction on the Estate.

13. **BEHAVIOUR**

- 13.1 All construction staff, labourers, service providers and suppliers and others involved on or about the site, shall behave in a professional workmanlike manner at all times on the Estate. Their behavior shall in particular not disturb other residents or activities on the Estate. CWCHOA shall have the right to control behavior and noise generated by the said persons and to banish disruptive or disrespectful persons or employees from the Estate, in which event no claim for damages or otherwise shall lie against CWCHOA or any specific Home Owners Association (HOA) within the Estate.
- 13.2 No labourers, employees, sub-contractors or construction staff shall leave the building site at any time, save in the exercise of their duties

and then only by vehicle (and thus not on foot).

- 13.3 Should the Contractor be engaged at the same time on more than one building site in the Estate, personnel shall be transported by vehicle between the sites (and thus shall not be allowed to walk between sites).
- 13.4 No person employed by the Contractor on the building site/s shall be entitled to be present on the building site other than during the hours stipulated in clause 11 hereabove.
- 13.5 The Contractor is responsible for the conduct and omissions of his staff, labourers, suppliers and service providers as stated hereabove. Any breach of any of the provisions of this agreement or of the provisions arising out of this agreement by any of the aforesaid parties, shall for purposes of this agreement be deemed to be a breach by the Contractor.
- 13.6 All the Contractors, labourers, employees and staff shall at all time whilst on the Estate, wear overalls or shirts displaying the name of the company of the Contractor they represent as well as security tags as referred to in clause 12.6.

14. **SUPERVISION**

- 14.3 *Inter alia*, the supervisor shall report all accidents, break-ins, theft or dangerous situations to CWCHOA immediately.
- 14.4 The Contractor shall ensure at all times that his/her site fully complies with the provisions of the Occupation Health and Safety Act.

15. **VEHICULAR ACCESS TO THE ESTATE - ROAD USE - DAMAGE TO ESTATE PROPERTY AND SERVICES**

- 15.1 The Contractor shall ensure that all vehicles use the roads with due care and consideration for the safety of others, in particular pedestrians.
- 15.2 The Contractor will be responsible to replace and/or repair any road verges, road edgings, trees on the property or verge, Telkom and electricity manholes, sewer connections, irrigation coupling valves, water meters and pipes, fire hydrants and other services or if the damage is

caused by the Contractor, any sub-contractor, any labourers or employee or service provider or supplier or other party involved with the site through the Contractor.

- 15.3 The Contractor shall ensure that if parties driving to or from the building site shall not exceed 30 (Thirty) kilometers per hour and that they shall strictly comply with all traffic signs and rules.
- 15.4 The Contractor hereby indemnifies CWCHOA and its members and employees and representatives against any claims for loss or damage which may occur while on the Estate during the course of any work being carried out by the Contractor as a result of anything done or omitted by the Contractor and/or his employees.
- 15.5 The Contractor will be liable for any damage caused by such vehicle on the Estate. Any damage along the way will be recorded and photographed. The Contractor will be held responsible to rectify any damage to CWCHOA's satisfaction and approval.
- 15.6 CWCHOA reserves the right to refuse entry to any vehicle which in their opinion is not correctly loaded or in satisfactory condition, in particular articulated and triple axle vehicles.
- 15.7 Any oil spills on the paving will be cause for CWCHOA to require the contractor to replace the paving.

16. **PARKING**

Vehicles operated by the Contractor as well as vehicles making deliveries to site and/or building yard and vehicles otherwise involved with the construction, shall not be parked in any area other than on the building site or on the road, provided that free movement of traffic is not obstructed. Any damage caused to Estate property including spillages of oil, diesel or similar products will be repaired immediately at the cost of the Contractor.

17. **TOILET AND ABLUTION FACILITIES**

- 17.1 The Contractor must provide adequate temporary portable toilet facilities on the building site. No person is permitted to perform ablutions anywhere on the building yard or building site other than in the toilet

facility provided.

17.2 The entrance to toilets must be adequately screened off with green 80% factor shade cloth as previously described in clause 6.3.

17.3 Toilets are to be provided at a rate of not less than one toilet for every 15 (or part thereof) personnel on each site or building yard.

17.4 CWCHOA reserves the right to stop all work on any site if in their opinion insufficient toilets have been provided.

17.5 No shower and wash-up facilities will be allowed at the building site.

17.6 Adequate changing areas where staff and/or labourers can change clothing and store personal effects must be provided by the Contractor at the building yard. No clothing, bags, etc. will be permitted to hang over the shade cloth fencing, trees, or in view of any visitors to the site, or from outside the site. No person is permitted to change at the building site. Changing may not take place outside the screened area at the building yard in view of any public from any road or adjacent areas.

17.7 The Contractor must carry out regular inspections on these facilities and ensure that there is no contamination and pollution and that these facilities do not pose a hygiene and/or health hazard at any time. Any fringes must be remedied immediately.

17.8 Any breach of this clause 18 will be regarded in a serious light and will not be tolerated.

## 18. **FINAL CLEAN UP AND COMPLETION**

18.1 At the conclusion of the construction work, the Contractor shall restore all pavements, verges, roadways, ditches and drainage channels to their original condition, including landscaping of pavements, assure positive drainage with no standing water, clean the entire site of all construction debris and refuse and remove all temporary fencing, offices, storage, equipment and materials. Where necessary, verges are to be leveled to their original condition, grass sods laid and any trees destroyed, replaced, in liaison with the Estate landscaping consultant. Any polluted soil due to oil or diesel spills to be excavated and disposed of off-site outside the Estate at an approved landfill site, the hole filled with approved topsoil and the

vegetation rehabilitated.

18.2 CWCHOA will on completion of the work carry out a final inspection of the works inclusive of the verges and services. An Estate Completion Certificate will not be issued until the site is substantially clean according to 18.1 here above.

18.3 On completion of the project, the finishing standard and quality of the work will be assessed and should the Contractor's work not accord with CWCHOA subjective standards and quality, then in the interest of the Estate and the Owners, the Contractor will be removed from the Accredited List of Contractors.

19. **INSURANCE**

19.1 The Contractor shall take out at his/her own expenses an All Risks insurance policy for not less than R 2 000 000.00 (two million rand) for any claim for damages arising from the acts or omissions of the Contractor, or its employees, sub-contractors or agents. The Contractor hereby indemnifies CWCHOA against any claims for damages caused by the act or omission of the Contractor, sub-contractors, whether directly or vicariously.

19.2 Details of this insurance must be lodged with CWCHOA before site handover.

19.3 The Contractor shall ensure that all workers on his/her site/building yard are covered in terms of the Workman's Compensation Act. In the event of a medical or other emergency on his/her site the Contractor indemnifies both CWCHOA and the respective HOA for any costs which they may incur in this regard but not limited to ambulance service, medical evacuation, hospital charges or other medical expenses incurred.

20. **DEVIATION FROM APPROVED PLANS**

20.1 The Contractor shall not deviate from the approved building plans in any form without being in possession of an approved amended plan and written permission from CWCAC to proceed with the deviation.

20.2 All proposed deviations must be submitted by the architect to CWCHOA, CWCAA and the local authority for approval prior to any deviations commencing on site.

20.3 The Contractor must discuss all deviations and additional work on site

with CWCAA before commencing any work in respect thereof.

20.4 In the event that the contractor and or owner deviates in any manner whatsoever from the approved plans, in respect of the aesthetic guidelines, then the BCO shall be entitled to intervene and cause the construction to be suspended pending the rectification. Written notice of the deviation and suspension of construction shall be delivered to the contractor and or owner ordering that the deviation shall be rectified within 3 (Three) working days of the owner and/or contractor receiving such notice of rectification. Construction may not re commence until such time as the deviation has been rectified to the satisfaction of CWCHOA. Should the owner/contractor fail to rectify the deviation, CWCHOA will be entitled to charge a penalty not exceeding two thousand rand per day as from the 4<sup>th</sup> day after notice has been given for every day that the deviation has not been rectified.

20.3 Should the Contractor fail to comply with this stipulation, they will be liable to apply an entire re-coating of the non-compliant building finishes at his expense.

## **21. NEIGHBOURING PROPERTIES**

21.1 No encroachment onto neighbouring sites and Estate property will be permitted during construction, without the prior written permission of the Owner and CWCHOA. CWCHOA reserves the right to refuse permission if in its opinion it is not a necessity to encroach.

21.2 Should there be residents in close proximity of the site; additional shade cloth screening may be imposed on the Contractor by CWCHOA in order to enhance the privacy of residents.

## **22. BREACH**

22.1 In the event of the Contractor failing to comply with any provision of this agreement or any provision arising out of this agreement, CWCHOA will be entitled, without prejudice to its other rights, to notify the Contractor and or Owner to forthwith remedy the breach in which event the Contractor/Owner shall do so within 24 (twenty four) hours of the receipt of the notice failing which CWCHOA will be entitled to deny the

Contractor and or employees access to the site, building yard (and the Estate) until the breach has been remedied, without incurring any liability for any delay in the completion of the contract which the Contractor might incur *vis a vis* the Owner or anyone else. The CWCHOA may furthermore and in addition impose a fine on the Contractor which accords with the penalty protocol (Annexure D) dealt with in clause 24 here below. In addition, CWCHOA will be entitled to remedy the breach (or have it remedied) and debit the cost thereof to the deposit levy referred to in clause 26.1 and claim the balance cost thereof from the Contractor and until it is paid may deny the Contractor entry to the site. A penalty for a first, second and third contravention may be imposed summarily, that is to say, without the notice contemplated in this clause having first been given to the Contractor. Hence the foregoing notice contemplated in this clause must be given only before the Contractor is denied access to the site and also under the circumstances contemplated in clause 24.2 to the Contractor. CWCHOA shall furnish a copy thereof to the Owner.

- 22.2 As stated in clause 24, CWCHOA will not be entitled to banish the Contractor from the site and/or building yard, unless in a notice as is contemplated in clause 24.1, the Contractor's attention is drawn to the fact that the next sanction for failing to comply with the relevant provision (in respect of which the Contractor is in breach) is banishment.

## **23. PENALTIES**

- 23.1 The penalties which CWCHOA may impose on the Contractor in terms of clause 22 in respect of certain breaches, deviations and non-compliance with the terms of this agreement are set out annually and distributed with the Levy notice on 1 December.
- 23.2 Penalties which amount of fines payable to CWCHOA will be deducted from the maintenance and damage deposit held by CWCHOA.
- 23.3 The penalties are agreed to be punitive in nature and will be in addition to any remedies available to CWCHOA.
- 23.3 The Owner will be liable for payment of all penalties should the Contractor fail to pay these.

**24. DEPOSITS AND COSTS: WATER, MAINTENANCE AND DAMAGE**

Before the site is handed over the Contractor shall:-

- 24.1 pay a deposit, which will be decided by the board from time to time, per site to CWCHOA which CWCHOA may retain and utilize towards the cost of having to eliminate and/or repair any damage caused to any part of the Estate by the Contractor or any service provider of sub-contractor or other party on the Estate at the invitation of or on behalf of the Contractor or for any fines which may be imposed on the Contractor. If upon completion of the building project any amount of the deposit remains unused, it shall be refunded to the Contractor by the CWCHOA. CWCHOA will not be obliged to invest the deposit in an interest bearing or any other bank account and any interest earned on the deposit is for the benefit of the CWCHOA. This remedy is given to the CWCHOA without prejudice to any other remedies which CWCHOA has in terms of this agreement. CWCHOA may at any time demand that this deposit be topped up or even increase should any part of the original amount be expended for either rectification work or fines. The unused portion of the deposit will not be refunded to the Contractor until the final Occupation Certificate has been issued and the compliance certificates issued by CWCHOA.
- 24.2 pay a water connection fee, which will be decided by the board from time to time.
- 24.3 pay a water deposit, which will be decided by the board from time to time, which will have to be made up to the board decided amount, should the contractor go over this amount in any given invoice period.
- 24.4 pay a monthly administration and inspection fee, which will be decided by the board from time to time.

**25. DOMICILIA AND NOTICES**

- a. The parties respectively appoint the street addresses and postal addressed as set out hereunder as their *domicilia citandi et executandi*.



**25.1.1 CWCHOA:**

Street address: 1 Aloes Avenue, Polokwane, 0700.

Postal address: P O Box 96, Haenertsburg, 0730.

Telephone number:

Fax number:

E-mail: accounts@propserv.net

**25.1.2 THE CONTRACTOR:**

Street address: \_\_\_\_\_

Postal address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail: \_\_\_\_\_

**25.1.3 THE OWNER:**

Street address: \_\_\_\_\_

Postal address: \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

E-mail: \_\_\_\_\_

25.2 The parties respectively appoint the postal addresses and/or e-mail address as set out hereabove for purposes of correspondence and notices given in terms of this agreement.

25.3 Any notice given to a party will be deemed to have been received by such party and its contents to have come to such party's notice.

25.3.1 if dispatched by registered mail to the party's chosen postal address then on the 5<sup>th</sup> day after the posting thereof in the Republic of South Africa.

25.3.2 if sent by e-mail to the Contractors chosen e-mail then on the date of transmission of the e-mail between 08h00 and 17h00 on Mondays to Fridays,

25.3.3 if delivered to the party's chosen domicile to a person seemingly over the age of 16 years then upon such delivery between 08h00 and 17h00 on Mondays to Fridays. The abovementioned provisions of this clause do not

preclude a party from giving notice to the other party in any other way.

25.3.4 A party is entitled to change his domicilium and/or postal address and/or e-mail address by giving written notice thereof to the other party.

25.3.5 It is the Contractors obligation to ensure that his/her contact details especially cellphone number and e-mail address is kept current.

**26. VICARIOUS LIABILITY OF CONTRACTOR**

The Contractor and Owner shall be liable to CWCHOA in respect of any breach of contract on the part of or any damage caused to any part of the Estate by any of the Contractor's employees, sub-contractors, suppliers and other persons on the building site or building yard at the insistence of the Contractor and the aforesaid other parties.

**27. WHOLE AGREEMENT**

This document contains the whole agreement between the parties and no prior or parallel agreements between them are of any force or effect.

**28. JURISDICTION**

The parties to this agreement consent to the jurisdiction of the Magistrate's Court, notwithstanding that any claim which may arise in terms of this agreement, exceeds the jurisdiction of the Magistrate's Court.

**29. LEGAL PROCEEDINGS**

In the event that CWCHOA are necessitating in having to institute legal action for any cause or claim arising out of this agreement, the Contractor and/or Owner agree to pay the legal costs of CWCHOA on an attorney and client scale.

**30. NON-VARIATION**

No alteration or addition to this agreement (including this clause) nor the consensual cancellation thereof or the waiver of any right in terms of this agreement, will be of any force or effect unless it is in writing and signed by the parties.

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
CWCHOA as represented  
by  
Adrian Lucas  
Duly authorized

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
CONTRACTOR

SIGNED at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
OWNER