

AFRODITE BEACH

CONTRACTORS CODE OF CONDUCT AND CONDITIONS

(APPLICABLE TO AFRODITE BEACH COMMUNITY ASSOCIATION)

1. INTRODUCTION

The main purpose of the following rules is to ensure that all building activity in the Afrodite Beach Development occurs with the least possible disruption to residents. Owners are obliged to ensure that builders and other contractors in their employ sign the Contractor's Code of Conduct and Conditions prepared by the Developer and the Association and strictly adhere to the stipulations thereof.

The Developer may delete or amend any of these conditions and/or include further conditions at its sole discretion.

2. LEGAL STATUS

Certain conditions relating to building construction activity in Afrodite Beach shall be adopted by the Developer. The primary intention of these conditions is to ensure that all building activities in Afrodite Beach are conducted with the minimum of inconvenience and disruption to residents and avoiding damage to roads, kerbs, pavements, and the infra-structure services.

2.1 The conditions governing all building activities are binding on the Owners, contractors, and sub-contractors at all times. Furthermore, Owners are obliged to ensure that their building contractors and sub-contractors are made aware of these conditions and that they are strictly complied with. Owners are required to include these conditions in their entirety in any building contracts concluded in respect of any property in Afrodite Beach Development.

2.2 The conditions governing building activities which are set out in this document are conditions adopted by the Developer and are therefore binding on all owners and other occupants and, through them, on their contractors and sub-contractors and other parties who are on the Afrodite Beach at their invitation. All owners are obliged to ensure that their building contractors and sub-contractors and other invitees are aware of these conditions and that they are included in their entirety in any building contract concluded in respect of property in the Afrodite Beach and all such contracts may be required to be submitted to the Developer and/or Association. The Developer and the Afrodite Beach Community Association has the right to suspend any building activity in contravention of any of these provisions and/or to fine a member and/or contractor for such contravention, and the Afrodite Beach Community Association accepts no liability whatsoever for any loss sustained by an Owner or Contractor as a result thereof. The Afrodite Beach Community Association and or the Developer accept no responsibility or liability for any injury, loss of life, damage or loss of materials or equipment during building operations by the Owner and Contractor.

3. GENERAL CONDITIONS

3.1 Contractor's activity including delivery of supplies is only allowed during the following hours: 07h00 – 17h00 on normal weekdays and 07h00 – 13h00 on Saturdays. These times are called public time.

3.2 No contractor activity is permitted on Sundays and public holidays, as these days are viewed as private time. Special applications for contractor activity during private time must be lodged with the Association.

3.3 The contractor shall provide facilities for rubbish disposal and ensure that the workers use the facility provided and that the rubbish is removed weekly and not burnt on site.

3.4 Certain rules relating to building contractor activity in Afrodite Beach shall be adopted by the Developer. The primary intention of these rules is to ensure that all building activities in

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3.5 Afrodite Beach are conducted with the minimum of inconvenience and disruption to residents and avoiding damage to roads, kerbs, pavements, and infra-structure in Afrodite Beach

4. MINIMUM REQUIREMENTS FOR SANTITARY FACILITIES

4.1 The contractor must provide a screened ablution facilities connected to a sewerage system prior to commencement of any building activity;

4.2 The enclosure shall be a stable structure with a door permanently attached to the structure;

4.3 Each stand shall have its own toilet and furthermore a toilet shall be supplied for every 15 workers;

4.4 The toilet must either be a water borne system with a permanent water connection (a water bucket system in not acceptable), or a portable chemical toilet;

4.5 Toilets and changing facilities shall be suitably positioned and kept hygienic; and

4.6 Toilets and changing facilities shall be suitably positioned and kept hygienic.

4.7 It is incumbent on the Contractor to provide on-site sanitary facilities for its workers.

5. BUILDING RUBBLE

5.1 The site is to be kept as free as possible of building rubble;

5.2 The stand owner confirms that he has inspected his erf and the adjoined undeveloped erven and accepts the properties as being free of rubble;

5.3 The removal of building rubble on the erf as well as on the surrounding undeveloped erven is a pre-requisite to the issuing of the Association’s Occupation Certificate.

5.4 The stand owner is responsible for the continuous removal of building rubble, rock and unwanted soil during construction.

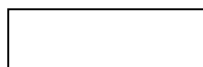
5.5 No rubble, rocks or unwanted soil may be stockpiled on an adjacent property to await the collective removal of the material at the completion of construction.

5.6 The contractor shall provide adequate facilities for rubbish disposal and ensure that the workmen use the facilities provided and that the rubbish is removed by every Friday. NO rubbish may be burnt or buried on site. No form of paper, cement bags, tile off-cuts, ceiling boards, roof tiles, rubble or the like, is to be left lying around, nor may be allowed to blow off site.

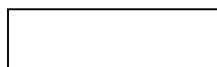
5.7 The Contractor shall provide facilities for rubbish disposal and ensure that its workers use the facility provided and that regular cleaning takes place during building operations. Rubbish and building rubble shall be removed weekly and not burnt on site.

6. No building materials shall be off-loaded on any pavement or roadway. Where materials are off-loaded by a supplier encroaching onto the pavement or roadway, these materials must be moved onto the site by the Contractor or the Owner of the property. No material shall be allowed on the roadway or pavement and it is the Contactor’s and Owner’s responsibility to clean the roadway and pavement of all such materials. The same applies to sand or rubble washed or moved onto the road during building operations. No building materials may be off loaded on the pavement or roadway. The pavement must be covered with damp proof sheeting with a minimum depth of 250 micron to prevent any damage to pavements.

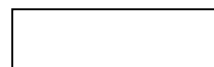
6.1 Deliveries from suppliers must be scheduled in public times only as per clause 4.1.



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6.2 Building boards may only be erected if they comply with the Afrodite Beach Community Association standards, details of which are available from the Afrodite Beach Community Association. Such boards are to be erected neatly in the corner of each site. Boards are to be maintained in plumb and level position throughout the contract. No Contractors', sub-contractors', suppliers' or any other advertising boards of any kind shall be allowed. All boards must be removed immediately after completion of each house construction.

6.3 The owner and the contractor shall be responsible for damage to kerbs, plants, manhole covers, pavements, interlocking, service infrastructure or any other property.

6.4 Should a contractor breach or allow the breach of any provision of these rules by employees, a sub-contractor or its workers the Association may itself rectify the breach as deemed necessary and claim any expenses from the contractor and/or suspend building activity until such breach is remedied and in addition impose an appropriate fine. The Association may do so at any time and without notice and without recourse from the owner and/or contractor and/or sub-contractor.

6.5 The contractor and owner undertake to comply with the above provisions in addition to any further provisions which may be promulgated by the Afrodite Beach Community Association from time to time in the form of a written notification, and to ensure compliance by any sub-contractor employed by the contractor and by all employees.

7. SHORT TERM SUB-CONTRACTORS

7.1 Only single unit delivery truck may come into the development and no vehicle exceeding a maximum weight of 10 tons. No articulated trucks will be allowed to deliver any material on the site. In the unlikely instance where larger trucks need to come onto site, permission must be obtained from the Association beforehand, which permission shall only be valid if made in writing.

7.2 Delivery routes may be defined from time to time by the Association and all contractors are to obtain the restrictions from the Association.

7.3 Fines will be levied from time to time by the Association for contractors and delivery vehicles who spill material en-route, damaging of the roadways and kerbs and stain interlocking.

8. BUILDING DEPOSIT

8.1 A deposit of N\$30 000.00 [Thirty Thousand Namibia Dollars], or such other amount as the Association may require from time to time, must be paid to the Afrodite Beach Community Association prior to construction commencing. Once construction commences this amount shall be held (free of interest) by the Association until the completion of the building and improvements has been achieved. This deposit shall be used to pay for the removal of any rubble or to make good any damages caused by the contractor or sub-contractor to items such as kerbing, landscaping services, roads, stain interlocking etc.

8.2 Any deposit paid in terms hereof, shall be forfeited to the Association if there is any non-compliance or breach by a Member/Owner of any or all of the provisions of the Architectural Guidelines and Conditions or the Contractor's Code of Conduct and Conditions, or any Landscaping Guidelines as may apply to property in Afrodite Beach from time to time by the Member/Owner, his contractor or sub-contractor or suppliers. Such forfeiture shall be in addition to any other remedy the Association may have in terms hereof or the law, in respect of such damages or non-compliance or breach.

8.3 The certificate of completion by the Local Authority shall include for the site to be entirely cleared of all rubble, surplus materials, and be impeccably clean, the verge re-installed and all damages repaired, all to the satisfaction of the Association.

8.4 No construction work may take place until the required building deposit has been paid and this undertaking has been signed.

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- 8.5** The deposit amount shall be used in the event where there is a breach or non-performance to remove rubble or make good any damages caused by the Contractor or his sub-contractors or suppliers, including kerbing, landscaping, roads, irrigation etc.
- 8.6** The deposit shall be forfeited if there is any non-compliance or breach of any or all of the provisions of the Contractors Code of Contract and Conditions by the owner, contractor or sub-contractor or suppliers.
- 8.7** The building deposit paid will only be released once all the conditions have been complied with and the Local Authority's certificate of completion and occupancy has been issued. Alternatively the Association may, to their discretion, apply part or all of the deposit to correct items or recover damages incurred. The building deposit shall only be refunded once all construction activities have been completed. Such refund is, however, subject to the provision that the Developer may, apply part or all of the deposit to correct items or recover damages caused to the pavements or roads or other infra-structure within Afrodite Beach caused during the construction conducted on a Member's/Owner's property. Should the deposit be insufficient to cover the costs of said repairs the contractor and the Member/Owner shall be liable for the shortfall.
- 8.8** In the event of any damage occurring, the damage shall be evaluated and quantified by a Professional Engineer, Architect, Quantity Surveyor, or Town Planner and such decision shall be final. The Contractor and/or Owner shall have the option of repairing such damage, to the satisfaction of the Association, within 30 days from date of notice from the Developer/Association, failing which the Developer and or the Association shall apply the aforesaid deposit towards such repairs. In the event that the deposit is insufficient to cover the costs of such repairs, the Contractor and the Owner shall remain liable for the shortfall
- 9.** It is an irrevocable condition of membership that every Owner shall ensure that each Owner and its Contractor/s sign the Contractor's Code of Conduct and a copy of the signed Contractor's Code of Conduct must be submitted to the Developer and the Association, prior to any building activity commencing on a property and to ensure that these conditions are included in any building contract or sub-contract. The Developer and/or the Association has the right to suspend any building activity in contravention of any of these provisions and neither the Developer nor the Association shall incur any liability whatsoever for any loss sustained by an Owner or Contractor as a result thereof.
- 9.1** The Afrodite Beach Community Association and/or the Developer shall accept no responsibility or liability for any injury, loss of life, damage or loss of materials or equipment caused or sustained during building operations and the owner shall submit a copy of signed code of conduct agreement between the owner and the contractor prior to the starting of the building construction.
- 9.2** In the event of any damage in the Development as described above, the said Member/Owner shall be notified in writing by the Association of such damages and the assessment thereof.
- 9.3** The damage shall be evaluated and quantified by a professional Engineer, Architect, Quantity Surveyor or Town Planner and such decision shall be final. The Contractor and/or Owner shall have the option of repairing such damage, to the satisfaction of the Association, within 30 days from date of notice from the Developer/Association.
- 9.4** Should any dispute arise between the Member and the Association in respect thereof, such dispute shall be resolved by an arbitrator appointed by the Developer and/or the Association as herein provided.
- 10.** The Contractor and the Owner confirm that they are conversant with these Conditions and undertake to comply with the same. Furthermore they agree that the building deposit may be applied for items described herein above and that no claim will be instituted against the Association or the Developer should construction work be interrupted by the Developer or the Association due to any non-compliance with these Conditions. It is hereby recorded that the Development or the Association may change any one or more of the Code of Conduct more fully described above, with written notice to the Contractor.

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THE PURCHASER ACKNOWLEDGES THAT HE/SHE IS IN SOUND AND SOBER SENSES AND HAS APPLIED HIS/HER MIND FULLY TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, WHICH TERMS AND CONDITIONS IT FULLY COMPREHENDS AND ACCEPTS WITHOUT RESERVATIONS AND HAS HAD ALL NECESSARY INDEPENDENT ADVICE REGARDING THE CONTRACTORS CODE OF CONDUCT AND CONDITIONS AND THE PROPERTY AND UNDERSTANDS AND AGREES TO SUCH TERMS AND CONDITIONS.

THUS DONE AND SIGNED BY THE PURCHASER AT _____ ON THE _____ DAY OF _____ 200_____

Signature of Purchaser

for and on behalf of the Purchaser duly authorised hereto

Full Name and Signature of Witness 1

Full Name and Signature of Witness 2