



CENTURY VIEW PROPERTY OWNERS ASSOCIATION ("CVPOA")

CONTRACTORS AGREEMENT

AGREEMENT FOR THE QUALIFICATION OF AND RULES AND REGULATIONS FOR
HOMEOWNERS, CONTRACTORS, SUB-CONTRACTORS AND OWNER BUILDERS WITHIN
THE CENTURY VIEW PRECINCT, RATANGA ROAD, MILNERTON

ENTERED INTO BY AND BETWEEN

CENTURY VIEW PROPERTY OWNERS ASSOCIATION ("CVPOA")

AND

("THE HOMEOWNER")

PROPERTY OWNER

ADDRESS

CONTRACTOR

CONTRACT PERIOD

_____ TO _____

Initial



General

A CVPOA Contractors Agreement to be completed per Main Contractor and all Sub-Contractors, as applicable.

A building controller (as appointed by the CVPOA) may inspect the building sites from time to time. Approved working drawings must always be available on site.

No damage may be inflicted to existing infrastructure. Every precaution must be made to protect infrastructure during the delivery of concrete or other heavy materials. The damage will be made good at the cost of the homeowner and/or subtracted from the deposit.

The CVPOA will be entitled to enforce compliance with the Guidelines, and the Contractor may not deviate there from.

The property boundary of a construction site must be fenced off with wooden poles and shade netting of 1.8m high. All construction activity and deliveries must take place within the boundaries.

The building site and street must be kept clean and undamaged. Rubble may not accumulate for more than three days. No Contractor's signage will be allowed.

The contractor must protect the safety of the public and its workmen, as well as the privacy of neighbours. No loitering will be allowed, and workers are restricted to the boundaries of the erf on which they are building.

The owner is to co-operate fully with the CVPOA should any breach of conduct be reported on the part of the Contractor.

Enforcement of the CVPOA Building Rules and Regulations

Description

All Homeowners (defined as per the CVPOA Constitution), Contractors, Subcontractors, Agents, workers, delivery personnel and/or any other personnel entering the Century View precinct are obligated to cooperate with the CVPOA, the managing agent, Security and/or appointees in their effort to ensure the enforcement of the CVPOA Building Rules and Regulations as described in this document.

Breach

- (i) The CVPOA or any nominated official thereof, reserve the right to immediately halt any work or refuse entry to any party contravening the CVPOA Building Rules and Regulations, in whole or in part thereof, until such time that the appropriate remedy has been established.
- (ii) Should the offending party refuse to comply with the instruction to adhere to the CVPOA Building Rules and Regulations or refuse to halt work, an additional fine of R5, 000.00 per transgression may be levied by the CVPOA.

Initial



Deviation from the CVPOA Building Rules and Regulations

- (i) It is the responsibility of the Trustees of the CVPOA to ensure that Homeowners, Contractors, their staff, suppliers and subcontractors adhere to the CVPOA Building Rules and Regulations described in this document.
- (ii) No changes, allowances and/or relaxations to the CVPOA Building Rules and Regulations will be accepted.
- (iii) The Trustees of the CVPOA is obligated to enforce compliance with this document, as described under the sub-headings "Breach", non-selectively and without prejudice.

Contractor service

- ☐ Building, civil
- ☐ Professional service suppliers

Contractor type

- ☐ Main contractor
- ☐ Sub-Contractor

Company Name	<input type="text"/>
Representative Name	<input type="text"/>
ID Number	<input type="text"/>
Company Contact Number	<input type="text"/>
Email Address	<input type="text"/>
Contact Number of Onsite Person	<input type="text"/>
Contact Number of Onsite Person	<input type="text"/>
Cell phone Number	<input type="text"/>

(Please supply a business card or detailed letterhead together with this document)

Vehicle Make(s)	<input type="text"/>
Vehicle Model(s)	<input type="text"/>
Vehicle Colour(s)	<input type="text"/>
Vehicle Registration Number(s)	<input type="text"/>

(Driver(s) to present valid drivers' licence and vehicle(s) to be licenced upon entry to estate)

A certified copy of ID of Contractors, Sub-Contractors and their staff to be submitted together with this document.

Initial



The CVPOA reserves the right to make amendments and additions to this document from time to time.

The following existing damages to the building site's road frontage, pavement, curb, and/or surrounding areas have been noted:

.....
.....
.....

(Photographic images stating the date may be submitted with this document as proof thereof)

Terms & Conditions

As a condition to being granted access to Century View, I agree on my own behalf, on behalf of all my Contractors, Sub-Contractors and their staff that: I/We accept that I am/we are solely responsible for supervision and care of all persons contracted to work under my/our control. I/We indemnify each of the CVPOA against any damages, which may occur due to injury to person, or loss or damage to property, while we are on or around the Estate, however or by whomever it may occur. I/We hereby record that I/we bind my/our dependents, heirs, executors, administrators and assigns to the terms and conditions of this indemnity. This release shall be binding to the fullest extent permitted by law. If any provision of this indemnity is found to be unenforceable, the remaining terms shall be enforceable. I/We agree that my/our personal information as defined in the Protection of Personal Information Act, No 4 of 2013, as amended, may be used, collected and retained for purposes of enabling the CVPOA to enforce the Estate Rules and Constitution, to retain a record of my movements on the Estate, for maintaining security, to carry out its business, and for purposes of conducting security clearance and background checks. I authorise the CVPOA to disclose such information to third parties for such purposes. Although the CVPOA will use their best endeavours to safeguard information against any loss, damage, unauthorised destruction and unlawful access thereto, I/we unconditionally indemnify each of the CVPOA against any liability, which may result due to such use. My/Our information may be retained for as long as necessary to fulfil the purposes for which it was collected. Should I/we choose not to avail ourselves of the Rules, I/we accept all risks associated with such choice. I/We have read and understood the CVPOA Rules and Constitution, which are available on request and on the website at www.centuryviewpoa.co.za.

I hereby confirm that I have read and understand the CVPOA Building Rules and Regulations and assume full responsibility for all my Contractors, Sub - Contractors, suppliers, workers, agents and appointees adhering to the rules as described and any damage to common property pertaining to Century View..

SIGNED AT ON/...../.....

THE HOMEOWNER

NAME : _____ SIGNATURE : _____

CENTURY VIEW PROPERTY OWNERS ASSOCIATION

NAME : _____ SIGNATURE : _____