



CONTRACTORS AND  
SUB-CONTRACTORS  
RULES & PROCEDURES  
PROTOCOL  
VERSION 5 - 27/09/2023  
(ANNEXURE C)

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**VERSION 5 – 27/09/2023**  
**CONTRACTORS & SUB-CONTRACTORS RULES AND PROCEDURES**  
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**1.0 INTRODUCTION**

A potential home owner must request the Palm Lakes Architectural Guidelines from the Home Owners Association.

Plans can then be submitted to the Architectural Design Committee for review.

The Royal Palm Home Owners' Association will be responsible for the approval of all building and or development plans prior to the submission of such plans to the Municipality.

When the plans have been accepted and signed off by the municipality a copy of the signed plans plus a copy of the letter from the municipality giving permission to start construction must be lodged with the Estate Manager.

When a builder has been appointed a current copy of the builders NHBC registration certificate plus proof of registration for the home with the NHRBC must be lodged with the Estate Manager.

The builder and owner/developer will need to meet with the Estate Manager to sign a copy of the Contractors Rules & Procedures Protocol. All necessary enrolment documentation will also need to be submitted to the satisfaction of the RPHOA Building Control department before any work will be permitted on site.

Applicable building fees must be paid to the Home Owners Association before a site handover will be conducted.

The builder and owner/developer will need to appoint a registered Health and Safety Officer who will oversee and ensure all Health and Safety procedures and regulations are adhered to on site.

The contractor can then cut and fence the site and erect the builder's board.

The builder needs to work with both the NHBC and the Municipal inspectors as laid down in their rules.

The owner needs to meet with the Palm Lakes Landscape Manager to discuss and sign a landscape plan.

On completion of the home the Building Inspector will do his final inspection.

The Estate Manager will then do his final inspection and issue a "happy" letter to the building inspector.

The owner/builder/agent can then apply to the municipality for an Occupation certificate.

Under no circumstances will occupation be allowed unless all the required criteria have been met.

The builder / site foreman is responsible for the behaviour of his workers, contractors and sub-contractors. This includes ensuring that all workers, contractors and sub-contractors are off site before he leaves site. A system of financial penalties has been provided for by the Home Owners Association. Financial penalties for any transgressions by sub-contractors and/or any other related person on site will remain the responsibility of the main contractor.

**2.0 CONSTRUCTION PERIOD**

Construction of any house once commenced shall be completed within 13 months.

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**3.0 DEFINITIONS**

- 3.1 The definition of a contractor includes: building contractors, installers of internal building fittings, landscapers, suppliers, service & tender providers, repairs, minor works and other items associated with garden installations, suppliers and consultants to the building trades and architects; and their equipment. The definition also includes any Estate contracted landscaping service.
- 3.2 RPHOA – Royal Palm Home Owners' Association

**4.0 WORK HOURS**

- 4.1 Unless otherwise approved by RPHOA Management, construction work shall be strictly limited to the time between 06h45 to 17h30 from Mondays through Fridays
  - 4.1.1 Saturdays will be strictly from 06h45 to 12h00, and then leave the estate by 13h00.
  - 4.1.2 No heavy deliveries e.g. bulk cement deliveries, steel deliveries, roof sheeting deliveries & concrete ready-mix trucks will be allowed on Saturdays.

**Please note:** *The times specified is the actual time from when contractors will be allowed onto the Estate in the morning and the time the contractors must be off the Estate.*

- 4.2 **No** deliveries will be permitted outside the working hours specified, and on any Saturday, Sunday, or Public Holiday, except furniture deliveries if previously arranged with RPHOA. No work will be permitted on Sunday and/or Public Holidays unless authorized by RPHOA.
- 4.3 No Contractor or employee of such Contractor shall be entitled to be on site other than during the hours provided, and no contractor or employee of such contractor will be permitted to stay overnight and sleep on any site unless the prior written consent of the RPHOA Management is given.
- 4.4 A responsible person with a 24-hour Emergency contact number must be appointed by the Building Contractor in the case of any emergency on site. This person's name and number must appear on the Builder's Board, and this person must be available at all hours to respond immediately when contacted.
- 4.5 Deliveries to any site are only permitted between 06h45 & 16h00 Monday to Friday. The driver must have a delivery note stating Erf and owner or delivery site.
- 4.6 For deliveries between 06h45 and 16h00 Monday to Friday, the Principal Building Contractor or his Site Designated Foreman must be on site to accept the delivery and ensure that the material delivered is placed correctly on site.
- 4.7 If any Principal Building Contractor or designated Site Foreman has arranged with a sub-contractor or a lift club to transport staff or labour to and from the site, then the Principal Building Contractor or his designated Site Foreman must be on site to ensure these persons arrive at an open site.
- 4.8 All building work is suspended during the December shutdown period as decided annually by RPHOA.
- 4.9 The only exceptions to this are the accredited garden maintenance services, and other contractors approved by the Estate Management on presentation of a valid reason, for emergency repairs only.

**5.0 ACCESS POINTS**

Access and egress to enter the estate is through Contractors gate only. Labourers must use the turnstiles.

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**6.0 ACCESS PERMISSIONS**

- 6.1 To acquire access to the estate, permanent contractors will need to enroll each individual with our biometric system at the Access Control Office (by the Contractors Gate). Office hours from 07h30 to 15h00.
- 6.2 Only accredited building contractors are authorized to appoint a sub-contractor to work permanently on the Estate, subject to signing a Small Works Contractors' Protocol.
- 6.3 The Access Card Control Officer will approve the enrolment of, alterations to or the re-activation of all access cards/biometrics.
- 6.4 Companies who do not work permanently on the Estate may be enrolled, and will only be validated for the periods they are working on the Estate, on production of up-to-date proof of such from accredited principal building contractor.
- 6.5 All contractors must obtain a non-refundable access card from RPHOA. The cost of an access card is R100.00 per person and is payable by EFT or card (strictly no cash).
- 6.6 An access card is issued to an individual only. The swapping of access cards between persons is not permitted.
- 6.7 Access and egress from the estate via another person's finger print is strictly prohibited. Misuse of our biometric system will lead to a suspension and barring from the Estate. Biometrics will only be re-activated on the payment of R1000.
- 6.8 Use of an access card by any person other than the owner of such card is prohibited. Misuse will lead to suspension and barring from the Estate. Cards will only be re-opened on the payment of R1000.00.
- 6.9 All passengers in possession of access cards on all vehicles [other than confirmed visitors to residents] must alight from their vehicles to enter or leave the Estate via the turnstiles.
- 6.10 The recruiting of casual labour at the contractor's gate is strictly forbidden. All employees are to be properly employed and registered with the Estate Security Management. Recruiting will be carried out at the designated Contractors' Pick-Up Point area.
- 6.11 The loss of any access card must be reported to Security Access Card Control Office immediately.
- 6.12 It is imperative that on the cessation of employment of a staff member, the Security Access Control Office must be advised of such cessation immediately.
- 6.13 The Principal Building Contractor must submit a list of names, identity numbers and contact details of all staff members, labourers, sub-contractors and service providers working on his/her site before the end of each month to renew access to the site for those employees still on site. All contractors' biometrics/access cards expire at midnight on the last day of every month.
- 6.14 All Foreign Nationals must have a valid passport, work permit or asylum documents to present to the Access Card Control Office. There will be no exceptions due to labour legislation.

**7.0 TEMPORARY PASS**

- 7.1 These rules are applicable to contractors performing minor repairs, alterations and/or deliveries
- 7.2 Contractors entering the estate for less than three days will be confirmed by the contractor or owner.

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- 7.3 Contractors entering the estate for less than three days only will be confirmed with the contractor or owner if no prior arrangements have been made with the control centre or access control office. An original ID document or drivers license will be needed by security before permitting access.
- 7.4 In the case of contractors making deliveries the driver must have a driver's license and an identifiable delivery note, clearly indicating the address and the person the delivery is for. If there is no delivery note or the guard is unsure of anything confirmation will be made with the Security Control Room or the Access Control Office. If no confirmation is made access will be denied.

**8.0 BUILDING FEES**

**8.1 Special Residential and Intermediate Erven:**

- 8.1.1 Any fee that is directed toward the contractor, including those mentioned in sections 8.1.2 and 8.1.3, shall be levied against the property's levy account. It is the property owner's responsibility to recover these fees from the contractor.
- 8.1.2 A Contractor's Road Maintenance levy of R10,000 shall be payable for Special Residential erven, prior to site handover for construction.
- 8.1.3 A Contractor's Road Maintenance levy of R4,000 per opportunity, shall be payable for Intermediate Residential (PUD) developments, prior to site handover for construction.
- 8.1.4 An infrastructure damage deposit of R8,000 shall be payable by the contractor in respect of all erven, both Special Residential and Intermediate Residential. This deposit shall be paid by the contractor prior to site handover for construction, of which R4,000 is refundable upon successful completion and sign off from the Building Control Manager if there is no damage to be repaired.
- 8.1.5 In the event that the financial sum required to remedy any damage caused by the contractor is greater than the relevant deposit paid then such additional sum will be recovered from the contractor.
- 8.1.6 Failure to pay this levy and deposit prior to commencement of construction will result in a fine of R5,000, payable by the owner and a further fine of R5,000, payable by the contractor. (Refer to Bank details on page 10).

**8.2 Additions/Alterations (including small works)**

- 8.2.1 "Small works" are defined as works which will not require delivery of materials by heavy goods vehicles, or the deposit of building materials on the common property. The Building Control Manager will determine whether or not the work fits this definition.
- 8.2.2 A Road Maintenance levy of R3,500 shall be payable by the contractor for each addition to or alteration of a dwelling that does not fit the "small works" definition, prior to site handover for construction.
- 8.2.3 An infrastructure damage deposit of R5,000 shall be payable in the case of each addition to or alteration of a dwelling that does not fit the "small works" definition, of which R2,500 is refundable to the contractor upon successful completion of building and sign off from the Building Control Manager if there is no damage to be repaired. In the event that the financial sum required to remedy any damage caused by the contractor is greater than the relevant deposit paid then such additional sum will be claimed and recovered from the contractor.

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8.2.4 Failure to pay this levy and deposit prior to commencement of construction will result in a fine of R5,000, payable by the owner and a further fine of R5,000, payable by the contractor. (Refer to Bank details on page 10).

**8.3 Remedial Works\_(on completed dwellings)**

8.3.1 For remedial works on completed dwellings, an infrastructure damage deposit of R5,000 will be payable by the contractor prior to site handover for construction, which is fully refundable upon successful completion and sign off from the Building Control Manager if there is no damage to be repaired.

8.3.2 In the event that the financial sum required to remedy any damage caused by the contractor is greater than the relevant deposit paid then such additional sum will be claimed and recovered from the contractor.

8.3.3 Failure to pay this levy and deposit prior to commencement of construction will result in a fine of R5,000, payable by the owner and a further fine of R5,000, payable by the contractor. (Refer to Bank details on page 10).

**9.0 BUILDING SITE**

9.1 Construction work may only commence once plans have been approved by the DRC and the Municipality. Construction may only proceed once all enrolment documentation has been submitted to RPHOA.

9.2 The site is to be totally enclosed with an 80% factor dark green shade cloth. The shade cloth to be supported by wooden poles 1,8m high (100-150mm) with 3 strands of support wires onto which the bonox fencing or weld mesh will be affixed. Solid wooden battens to be used to secure shade cloth to wooden poles are to be painted green. A proper framed gate must be fitted and secured with a chain and lock. Shade cloth may not be removed without consent from Estate Manager.

9.3 Building site must be fully enclosed at night, i.e. gates closed/locked at the end of each working day.

9.4 Contractors are to provide suitable portable on-site toilet facilities, which must be placed so as to minimize offence to the owners of surrounding properties and checked against leaks/mismanagement.

9.5 No person is permitted to urinate or defecate anywhere on sites or on the Estate other than in the toilet facilities provided.

9.6 No employee, sub-contractor, or construction staff may leave the building site they are working on at any time, and only then by vehicle and not on foot.

9.7 All employees/sub-contractors must wear identifiable clothing whilst working on site.

9.8 Building site must be under supervision during working hours.

9.9 On-Site Storm Water Management System must be constructed immediately. It must be retained on each individual stand and is to be disposed of into a water feature or soak pit and not to be discharged onto adjacent properties in accordance with the Palm Lakes Storm Water Management Plan.

9.10 Failure to implement sufficient measures which result in soil erosion on site shall be subject to a fine by the Home Owners Association and the contractor shall be liable to carry out all repair and rehabilitation

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- 9.11 All contractors are to ensure adequate control of solid waste, litter, debris and plastic matter that may be generated on site. The contractors are to supply sufficient litter bins and shall arrange for a collection point within the screened area for all such solid waste and rubbish. This shall be removed from site once a week.
- 9.12 Contractors must ensure proper handling of hazardous substances e.g. paints, concrete etc.
- 9.13 Strictly no burial or burning of any material is permitted on site.
- 9.14 No clothing to be hung on trees and fencing.
- 9.15 No littering or pollution allowed.
- 9.16 Any plants/vegetation outside of the construction area that are damaged or removed will be subject to a fine.
- 9.17 Strictly no interfering, poaching and/or snaring of wildlife in the Estate.
- 9.18 The contractor is responsible to correctly identify the boundary beacons of the property, and the building foot-print, thereby ensuring building does not encroach over building lines/servitudes/boundaries/wetlands.
- 9.19 Under no circumstance may any person tamper with neighbouring properties or the Estates services e.g. electrical kiosks.
- 9.20 All construction activity is to occur within the site as fenced which shall include the storage of all equipment and building materials. The placement of building materials on adjacent sites must have the Estate Management and land owner's written permission.
- 9.21 No illegal dumping on adjacent sites or anywhere on the estate.
- 9.22 Landscaping of gardens is to be strictly in accordance with the approved Landscape Guidelines which needs to be discussed and signed off with the Landscape Manager.
- 9.23 No illegal advertising and signage to be erected on the building site.
- 9.24 At the conclusion of the construction work, the Contractor shall restore all streetways, ditches, drainage ways, including fine grading and seeding, assure positive drainage with no standing water, clean the entire site of all construction debris and remove all temporary fencing facilities, equipment and unused materials and then call for a completion inspection to be done.
- 9.25 **No building will be permitted until the contractor confirms the appointment of a Health & Safety Officer for the site.**

**10.0 VEHICLES**

- 10.1 All vehicles used on the estate must be in a safe and roadworthy condition, in terms of the Road Traffic Act and Regulations.
- 10.2 All vehicles being driven on the estate must conform to the 40kph speed limit and not drive recklessly or negligently to the detriment or danger of pedestrian and passenger traffic.
- 10.3 Construction vehicles shall not be parked in any area other than on the building site, or on the verge bordering the site. Vehicles parked on the verge shall be parked with due consideration for users of the street.
- 10.4 Vehicles must not be overloaded with goods or passengers over and above their permitted carrying capacity in terms of the Road Traffic Regulations.

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- 10.5 Workers are not permitted to sit on the sides of vehicle, and will only be allowed to stand if a protective cage is fitted.
- 10.6 Drivers of vehicles must be in possession of a valid driving license for the class of vehicle which they are driving and this must be presented to the Access Card Control Office and at the gates on entrance to the estate.
- 10.7 Every vehicle entering or leaving the Estate must stop at the contractor gate or heavy duty gate and either swipe out or sign out. No tailgating of other vehicles will be tolerated.
- 10.8 Security has the right to stop and search any person or vehicle that they deem necessary.
- 10.9 No rude and abusive language or behavior to access control security staff will be tolerated.

**11.0 OTHER**

- 11.1 No litter of any kind is to be dropped or spread on any Estate property.
- 11.2 Should any of the estate property or Road edging /verges, Telkom and electricity manholes, sewer connections, irrigations coupling valves, water meters and pipes, fire hydrants, any other services or trees on the property or verge be damaged by any Contractor, Supplier, Service Provider, Sub-Contractor, Staff Member or Labourer under the Principal Building Contractor's control, then the Principal Building Contractor shall be responsible for repairing such damage immediately at his/her own cost. Precautionary measures must be taken at the outset to prevent any such damage.
- 11.3 Possession or consumption of drugs or alcohol on the estate is forbidden (Individual persons).
- 11.4 Possession of stolen property is a criminal offence and any person suspected of such will be suspended until notice or the outcome of enquiry is known. Zero tolerance. Cases will be opened with SAPS
- 11.5 Failure to comply with verbal or written instruction given in terms of these protocols will be regarded as an offence in itself.
- 11.6 Contractor staff are not permitted to congregate outside any of the estate gates waiting for their employer or supervisor. All staff are to be picked up away from the estate and brought by vehicle to the Contractors Gate where they will alight and enter the estate via the security turnstiles, and then be taken by vehicle to the site they are working on.

**FINANCIAL PENALTY GUIDELINES:**

In the event of any Contractor, Service Provider, Sub-Contractor, or any of their employees, being in breach of any Obligations, Rules or Protocols as set out by Palm Lakes Home Owners Association, RPHOA shall be entitled to one or more of the following remedies:

- i) Give written notification to the Contractor, Service Provider, Sub-Contractor, or individual employee, to remedy the breach within 24 hours of receiving such notification. The RPHOA reserves the right to extend such period for remedying the breach, depending on the nature of such breach.
- ii) Close the Contractor's access to the site until the breaches have been remedied. Any contractual delay claims will be at the Contractor's expense.
- iii) Insist on rectification of the breach at the cost to the Contractor, Service Provider, Sub-Contractor, or employee.
- iv) Issue a written warning.

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- v) Levy a financial penalty against the property's levy account as indicated in the Financial Penalty Guidelines in this document, that is imposed due to the Contractor's actions. It is the property owner's responsibility to ensure the fees and penalties are paid and where necessary, recover the cost of the penalty from the contractor.
- vi) Banning the Contractor, Service Provider, Sub-Contractor, or employee from the Estate for a certain period of time.

**FINANCIAL PENALTY GUIDELINES:**

OFFENCE DETAILS	1 <sup>ST</sup> OFFENCE	2 <sup>ND</sup> OFFENCE	3 <sup>RD</sup> OFFENCE
<b>Building:</b>			
Failure to comply with shade cloth fencing requirements	R 500	R 1,000	R 3,000
Failure to secure the site with the gate closed and locked at the end of each working day	R 500	R 1,000	R 2,000
Failure to display builder's board or displaying inaccurate details on builder's board.	R 500	R 1,000	R 2,000
Removal of shade cloth fencing or safety barriers without consent	R 5,000	R 10,000	R 20,000
Illegal advertising and signage erected on site	R 500	R 2,500	R 5,000
Failure to provide any, or adequate number of refuse bins	R 500	R 1,000	R 2,000
Cut banks not vegetated immediately on earthwork completion	R 1,000	R 2,000	R 3,000
Working outside normal working hours without consent	R 1,000	R 2,500	R 5,000
Failure to submit a name list and identity numbers of all persons working on site	No Access	No access	No access
Failure to wear identifiable clothing on site	R 500	R 1,000	R 1,500
No site supervision during working hours	R 1,000	R 1,500	R 2,000
Failure to call for completion inspection on completion	R 2,500	R 5,000	R 10,000
Storage of materials outside the site without consent	R 1,000	R 2,000	R 3,000
Urinating or washing in public view on any building site	R 500	R 1,000	R 2,000
Water connected illegally to building site	R 1,000	R 5,000	R 10,000
Failure to screen-off site toilets	R 500	R 2,500	R 5,000

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OFFENCE DETAILS	1ST OFFENCE	2ND OFFENCE	3RD OFFENCE
<b>Building:</b>			
Failure to provide any, or adequate number of portable site toilets - fine per day	R 500	R 2,500	R 5,000
Tampering with neighbouring or any Estate services	R 1,000	R 5,000	R 10,000
Commencement of any work prior to an official site handover	R 10,000	R 25,000	R 50,000
Deviation from HOA and Local Authority approved plans without written consent	R 10,000	R 25,000	R 50,000
Failure to comply with written/verbal instructions	R 1,000	R 2,000	R 4,000
Failure to clean up or carry out remedial work on site.	R 1,000	R 2,500	R 5,000
Improper handling of hazardous substances (paints, concrete etc.)	R 1,000	R 2,000	R 5,000
Inadequate storm water controls leading to erosion	R 1,000	R 5,000	R 10,000
Leaking/mismanaged ablution facilities and taps	R 1,000	R 2,000	R 5,000
Removal/damage of any vegetation / driving over common/private land	R 500	R 5,000	R 10,000
Failure to control solid waste, litter, debris and plastic matter that may be generated on site.	R 1,000	R 2,500	R 5,000
Pollution (mismanagement of)	R 2,500	R 5,000	R 10,000
Interfering with wildlife	R 5,000	R 10,000	Banned
Failure to rehabilitate on completion of works	R 2,000	R 5,000	R 10,000
Burning/creating fires – without permission (incl. cooking, braais, etc.)	R 1,000	R 2,500	Banned
Failure to provide any or adequate washing and changing facilities on site – fine per day	R 500	R 2,500	R 5,000
Hanging of clothing etc. on trees and fencing	R 500	R 1,000	R 1,500
Encroachment of any structure over building lines/servitude/boundaries without written consent	R 5,000	R 20,000	R 50,000
Encroachment of any work onto wetland areas	R 10,000	R 25,000	R 50,000

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OFFENCE DETAILS	1ST OFFENCE	2ND OFFENCE	3RD OFFENCE
<b>Building:</b>			
Deviating from final Landscape plan	R 2,000	R 5,000	R10,000
Working without an approved final detailed landscape plan	R 2,000	R 2,000	Banned
Altering the landscape without prior approval from HOA	R 2,000	R 5,000	Banned
Any person, other than the authorized holder, using an access card/remote or misuse thereof.	R 500	R 1,000	Banned
Workers caught walking off site	R 500	R 1,000	R 2,000
Excessive noise on building site (shouting etc.)	R 500	R 1,000	R 1,500
Rude & abusive language/behavior to Access Control & Security Staff will not be tolerated	R 1,000	R 2,000	R 5,000
Failure to complete construction of house within 13 months	2 x Monthly Estate Levy per month		
Failure to update workers list e.g. inform Security of any works that have been dismissed	R 1,000	R 2,000	R 5,000

**PLEASE NOTE:**

- **All individual offences will result in that individual being suspended until such time as the fine is paid.**
- **Where any costs are incurred to effect repairs due to the above offences, the property owner will be invoices for such repairs.**
- **H.O.A. reserves the right to revise the financial penalty guidelines from time to time without notice.**
- **The above list is not exhaustive, and any breaches of any Protocols not listed will be dealt with in accordance with the Constitution of the Estate.**

**Bank Details for Building Deposit:**

Account Name : Royal Palm Home Owners Association  
 Bank : Nedbank Corporate  
 Branch Code : 145405  
 Account No : 1454083786  
 Reference No : ERF Number

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I acknowledge reading through the above and agree to abide by these conditions.

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**CONTRACTOR**

\_\_\_\_\_  
**ERF NUMBER**

\_\_\_\_\_  
**DATE**

**CONTRACTOR'S BOARD DETAILS FOR ERF \_\_\_\_\_ (please complete)**

<b>PRINCIPAL AGENT:</b>	[ NAME ] [ CELL NO ]
<b>ARCHITECT:</b>	[ NAME ] [ CELL NO ]
<b>ENGINEER:</b>	[ NAME ] [ CELL NO ]
<b>PRINCIPAL CONTRACTOR:</b>	[ NAME ] [ CELL NO ]
<b>HEALTH &amp; SAFETY OFFICER:</b>	[ NAME ] [ CELL NO ]
<b>LAND SURVEYOR:</b>	[ NAME ] [ CELL NO ]
<b>EMERGENCY CONTACT NUMBER (24 HOURS)</b>	[ NAME ] [ CELL NO ]

Signed at Palm Lakes Estate on \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

**Home Owner** \_\_\_\_\_

**Contractor** \_\_\_\_\_

**Owner's Agent for this project**  
 (Registered Architect, Engineer or Project Manager) \_\_\_\_\_

**For the Royal Palm Home Owners' Association** \_\_\_\_\_

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