



HORIZON BAY BODY CORPORATE – ANNEXURE “G”

- **UNDERTAKING BY CONTRACTORS/AGENTS TO AND IN FAVOUR OF HORIZON BAY BODY CORPORATE**

We, the undersigned! [Herein referred to as "the contractor"]

Hereby agree to abide by the Conduct Rules of Horizon Bay Body Corporate (as filed with the Ombudsman) ["Body Corporate"], more particular, the rules referred to herein, which rules **WE CONFIRM HAVING READ AND UNDERSTOOD:-**

1. Contractor/s and / or their duly authorised agents and / or their employees will NOT be permitted to commence with any of the works, on any unit/s or the premises ["common property"] of whatsoever nature, unless prior written consent has first been obtained from the Body Corporate.
2. Immediately on the written consent being furnished, and prior to the works commencing, the Contractor /s and / or their duly authorised agent /s will furnish, the head of the Body Corporate's Security Services, with their names and identity numbers, as well as the names and identity numbers of their employees, who are to undertake the works.
3. Contractor/s and / or their duly authorised agents are under no circumstances, strictly for security reasons, to make use of daily casual labourers, in the execution of the works, on any of the unit/s or on the premises.
4. The contractor/s and / or their duly authorised agents and / or their employees will only be permitted to undertake the works, during the following hours, which hours will be strictly enforced: - (This is subject to exceptions only if approved by the trustees in writing in advance.)
 - 4.1 Monday to Friday from 08:00 13:00 and 14:00 to 17:00
 - 4.2 No work may be carried out on Saturdays, Sundays and Public Holidays.
5. The Contractor/s and /or their duly authorised agents and/or their employees shall carry out the works promptly and professionally, in the time specified in this application.
6. The Contractor/s and/or their duly authorised agents and/or their employees shall NOT do or permit or cause anything to be done, which in the opinion of the Body Corporate constitutes a nuisance or may cause inconvenience to, or in any way disturbs the peace of the tenants/owners in the building or which may detract from the general neat appearance of the premises.
7. The Contractor/s and /or their duly authorised agents shall be personally liable for all and any acts, of whatsoever nature, committed by them and/or by their employees, which acts, directly or indirectly, give rise to loss, injury or damages, suffered by the Body Corporate. The Contractor/s and/or their duly authorised agents shall at their own expense, repair all and any damage caused to the premises by them alternatively, by their employees, which repairs shall be undertaken in a proper and workmanlike manner and in accordance with the requirements of the Body Corporate.
8. The Contractor/s and/or their duly authorised agents and/or their employees are under **NO** circumstances to make use of the **PASSENGER LIFTS**, for the conveying of the required tools, material and rubble, in the execution of the works. The Contractor/s and/or their duly authorised agents and/or their employees may make use of the **GOODS LIFT**, for this purpose, but only, on prior arrangement (min 24 hours beforehand) with the supervisor, in the employ of the Body Corporate. The goods lift is fitted with an overloading device, and the Contractor/s and/or their duly authorised agents and/or

employees must prevent overloading so as to avoid delays caused by lift trip-outs causing disruptions to their work schedule and to other contractors, who may be on site.

9. The Contractor/s and/or their duly authorised agents and/or their employees must use spillage proof rubber wheeled containers/wheelbarrows for transporting tools, materials and rubble to and from their respective workstation. All demolition products involved in renovations may NOT be left on the common property. The contractor must arrange for all rubble to be removed from the common property on a **DAILY** basis.
10. The contractor/s and/or their duly authorised agents and/or their employees shall NOT leave or permit to be left any packages, furniture, cycles, handcarts, boxes, bags, paper, rubbish/rubble or any other goods or articles upon or in service areas, landings, lifts stairways or passages or in any part of the premises other than specific areas allocated for this purpose.
11. The Contractor/s and/or their duly authorised agents and/or their employees carrying out works that create dust, sawdust and pollute the air, must undertake such works strictly, within the units, with the doors and windows that open on to the walkway, closed with masking tape. The necessary coverings must be placed at the entrance to the unit to protect soiling and prevent damage to the walkways.
12. The Contractor/s and/or their duly authorised agents and /or their employees shall use the toilet on the common property as shown to them by the supervisor.
13. Under no circumstances will the Contractor/s and/or their duly authorised agents and /or their employees have any claim against the Body Corporate for consequential or indirect loss or damages howsoever caused.
14. The Contractor/s and /or their duly authorised agent/s and /or their employees **may** NOT dispose of any building materials, waste, rubble or anything at all down the storm water drains situated on the common property.
15. Failure to adhere to these rules will result in access being denied to the contractor/s and/or their duly authorised agents and/or their employees to the premises/unit/s.
16. The Contractor/s and/or their duly authorised agents will provide a copy of this undertaking to its employees and will ensure that the employees understand and comply with the said rules.

THUS DONE AND SIGNED:

At on the day of20.....

.....
Contractor Name (in CAPITALS)

.....
Contractor Signature

At BLOUBERGRANT on the day of20.....

.....
Trustee Name (in CAPITALS)

.....
Trustee Signature

POPI ACT:

I/We the undersigned hereby give my/our consent for the processing (use) of our personal information by Horizon Bay Body Corporate for security purposes and the Managing Agent/Trustees.