



Contractor and Work Policy

These rules apply to all unit owners, occupiers, tenants and contractors where any repairs or internal or structural alterations or improvements are to be carried out or any construction, work. Valid from 1 January 2020.

1. Building staff have been instructed to deny access to any workmen who do not have a current letter of authorisation – a Work Permit - (dated not less than 30 days prior to access) from the building Manager or Board of Trustees confirming that they are permitted to access the building for the purposes set out in the authority. Such a letter will be issued in the discretion of the Board or the Manager and upon compliance with the following. The Manager is authorised to give the letter concerned in connection with projects not exceeding R100 000 in value.
2. A deposit of 5% of the contract price or R2 000, whichever is the greater, is to be paid by the Owner or Contractor to the Body corporate prior to the commencement of the proposed alterations. This money does not bear interest. It will only be used in the event of any common property or the property of another unit owner being damaged due to or in connection with the alterations being effected. The bank details are as follows: **The Piazza on Church Square Body Corporate, Current Account No. 62385518140 at FNB Adderley Street, Branch code 201409.** The balance will be paid back to the Owner within 30 days of the contractor notifying the Body Corporate in writing that the work has been completed and once the contractor has moved off site. The Owner will remain liable for any shortfall in costs incurred by the BC or any other owners or occupiers for damage caused, whether directly or indirectly, by or in connection with the performance of the work. Any such shortfall must be settled within a period of 30 days from date of notice of completion provided to the Body Corporate. If unpaid, the Body Corporate is authorised to use for that purpose any remaining portion of the deposit that would otherwise have been refundable. If the deposit is used up either wholly or partially during the period of the contract, it shall be supplemented by the Owner. The Owner's banking details for the purposes of a refund of the deposit are:-
Unit Owner:.....

Bank _____ Branch Code _____

Account No. _____
3. Detailed plans that clearly illustrate the nature, extent and scope of the proposed works must be tabled for approval by the Trustees. The plans and all other relevant documentation must reach the Manager at least a week before the next Trustees' meeting at which the request is to be considered. Meetings are usually monthly.
4. If any structural alterations are envisaged, the unit owner will be required to obtain written confirmation from a practising consulting engineer to the effect that the proposed alterations will not in any manner compromise the structural integrity of the building, or any adjoining or other units.
5. Any plumbing or electrical alterations must be carefully considered and must take cognizance of existing service ducts. Whilst the Trustees or their nominated experts may agree with any such alterations, any consequential defects arising will remain the responsibility of the unit owner undertaking the building works.
6. Contractors (eg Electricians and plumbers) are to provide certification acceptable to the Body Corporate prior to work commencing, clearly proving that they are qualified to perform the envisaged work and have all necessary current insurances and registrations. Builders must show registration with the NHBRC, UIF and Workmen's Compensation Commissioner.
7. Contractors must provide proof of Public Liability Insurance to the building Manager prior to the commencement of work.

Initial here →

8. Upon completion of work, the onus remains with the unit owner to ensure that work performed, specifically structural, plumbing (sewerage and sanitation) and electrical, is signed off by a reputable and qualified independent body when required and in any event if so requested by the Body Corporate. The refundable deposit will be subject to the receipt of the signed inspection report.
9. The unit owner shall be required to obtain the necessary approvals from the Cape Town City Planning Department, and will not be allowed to commence with the proposed works unless the plans have been approved by the City and that written confirmation of such approval has been provided to the Trustees.
10. Unit owners must ensure that their intended contractor or contractors are aware of these general conditions including the following site requirements before accepting any tender or quotations. Both the unit Owner and contractor are required to sign a copy of these Building Conditions in acknowledgement that they agree with and will abide by them. It is recommended that these conditions are included in the tender process.
11. Building operations may not take place during the period 15 December to 15 January and during peak holiday seasons there must be no noise disruption affecting neighbours. That includes the whole of January and December and the weeks before and after Easter each year.
12. No Contractors are authorised to move, block off, or modify, electrical plugs, water connections, network and telephone points, without first obtaining permission from the Body Corporate or Building Manager
13. No building works involving demolition, brickwork, plastering, tiling or joinery may be carried out after normal working hours, weekends or public holidays. Painting work may however be undertaken providing that work teams do not exceed three persons.
14. The use of jackhammers is strictly forbidden anywhere in the building at any and all times save as expressly allowed by prior written authority of the Body Corporate in exceptional circumstances for such period and purposes as may be specified. In such cases the consent of the Body Corporate does not include the consent of any owners or occupiers affected and their written consent, where appropriate, must be separately obtained by the Contractor.
15. Where building operations generate excessive or continuous noise, such work may only be undertaken on weekdays between 08h30 and 13h00, and between 15h00 and 17h00. The noise caused may in any event not unreasonably interfere with the use and enjoyment of their property of other occupants of the building.
16. Only skilled labour should be employed to avoid negligence and damage to common property.
17. The lift nearest the reception desk may not, under any circumstances save where the lift nearest Parliament Street is unserviceable, be used for the transport of any building materials or equipment whatsoever. Before any materials or equipment is transported by lift the lift must be suitably protected from damage to the satisfaction of the Manager.
18. Materials and equipment for the basement areas must be moved via the stairs.
19. The contractor must at all times employ effective measures to control dirt and dust. In addition, any portion of the site that adjoins common areas or is visible from such areas must be left in a clean and tidy condition after each working day.
20. The Owner and Contractor will be liable for any blockage or damage arising from plaster, sand, cement or any other waste from the building works draining into the sewerage or storm water system.
21. Effective measures must be taken to prevent rubble, glass and other material from being deposited on or falling onto common areas or equipment such as pipes or air conditioning. The Manager may in writing permit exceptions where necessary. All rubble etc must be removed from the common areas at the end of each working day.
22. No building materials including sand, stone, cement, or bricks are to be stored on any portion of the common property without the specific consent of the Trustees or the Manager which may at any time be withdrawn or modified.
23. Any site signage and the duration for which the signage is intended to be displayed, will be subject to approval by the Trustees. Any signage erected without approval will be removed.
24. Material and equipment deliveries can only be delivered from The Adderley via floors 6 and 7 and via the Piazza at ground level. The parking deck may not be used for storing material while making deliveries or offloading.
25. The contractor shall not disrupt services to the building. However, in the event that such action becomes necessary, the contractor is required to arrange it with the Manager, ensure that all affected parties are advised well in advance and that any inconvenience arising is kept to a minimum.
26. The contractor will be required to source power or water from the Owner's unit unless specific and satisfactory arrangements are made with the Manager or the Trustees to use other power or water and any costs associated therewith are promptly paid.
27. Common area resources will not be available for building works purposes save by special arrangement with the Trustees in writing. These may include an increased deposit.

Initial here →

- 28. The Owner and Contractor each warrant to the trustees that they are aware of the Occupational Health and Safety Act provisions and regulations and that they will strictly comply therewith. In particular, fire regulations must be strictly complied with and no hot work carried out unless under the authority of a specific permit issued by the Building Manager.
- 29. The Body Corporate and all unit owners shall be deemed hereby indemnified by the Owner and Contractor jointly and severally against any claims relating to injuries, theft or damage to units or owners and other invitees during the construction period and in any way connected therewith, and such indemnity shall include legal costs.
- 30. **In the event of any of these conditions being disregarded or contravened, whether prior or during the commencement of work, the Trustees and/or the Manager are empowered to deny and / or revoke the contractor’s and any sub-contractor’s or workmen’s access to the site.** The trustees will not incur any liability for any costs or damages incurred by the unit owner in the event that the Trustees and / or Manager deny / revoke access to the site as a result of a contravention to any of these conditions.
- 31. **The Owner and Contractor shall facilitate inspection by the Trustees and Manager at all times so as to ensure compliance with the approved plans and this Policy. The Trustees, however, shall not be liable for any non-compliance or for not reporting it or acting upon it.**
- 32. **No relaxation of the provisions of this policy shall be effective unless in writing from a duly authorised representative of the trustees.**
- 33. **A fine of up to R5000 per contravention of this policy may be imposed and deducted from the deposit.**

Signed on 20..... by:

Owner:

Unit Number : _____

Name: _____

(Full Signature)

Contractor:

Company name: _____

Company Registered Address: _____

Name of Company Representative : _____

Signature: _____

(Duly authorised)

Contractor’s contact details:-

Email: _____

Phone: _____

This version of The Piazza on Church Square’s Contractor’s Policy was up to date as at 12 December 2019