

Cartwright's Corner Body Corporate

SS No. 531/2005

Conduct Rules

Andre Hollander

F.D. Spratt

Index

1. Preliminary	3
2. Binding nature	3
3. Definitions and interpretation	3
4. Indemnity	6
5. Written consent of the trustees	6
6. Behaviour in sections and exclusive use areas	6
7. Alterations and renovations	9
8. Business activities	9
9. Eradication of pests	9
10. Letting	9
11. Behaviour on common property	11
12. Laundry	13
13. Installations	13
14. Behaviour within the scheme	14
15. Employees	14
16. Keeping of pets	15
17. Littering, refuse and waste disposal	15
18. Noise	16
19. Vehicles	16
20. Parking	17
21. Safety and Security	19
22. Storage of flammable materials	21
23. Swimming pool and gym area	21
24. Complaints	22
25. Dispute resolution	23
26. Contravention of conduct rules and imposition of penalties	23
Undertaking	25
Certificate	25
Annexure A Pet application	26
Annexure B Alterations and renovations application	27
Annexure C Indemnity Form	32
Annexure D Short-term tenant registration form	36



GDS

TAKE NOTICE THAT:

The following conduct rules impose either a financial or a maintenance obligation on members, namely conduct rules 6, 9, 11, 13, 14, 17, 19, 20, 21, 22 and 26.

1. Preliminary

1. (1) The conduct rules may not be added to, amended or repealed, except in accordance with section 10(2)(b), (3), (4), (5) and (6) of the Sectional Titles Schemes Management Act 8 of 2011 ("the Act").

2. Binding nature

2. (1) These conduct rules have been made in terms of section 10(2)(b) of the Act, for the regulation, management, administration, use and enjoyment of sections and common property within Cartwright's Corner Body Corporate ("the body corporate" and/or "the scheme"), and once submitted to, reviewed and approved by the Community Schemes Ombud Service ("the CSOS"), will form the final consolidated conduct rules of the body corporate.

(2) The provisions of these conduct rules bind the body corporate, the owners of sections and any person occupying a section. A member must take all reasonable steps to ensure compliance with the conduct rules in force, by any occupier/s or tenant/s of any section or exclusive use area, including any visitors, employees and/or guests.

(3) Should any damages be caused by, or penalties be imposed on, any of the persons referred to above, the owner of the particular section will be strictly liable to pay for the damages incurred, or to pay the penalties imposed, by the body corporate.

(4) The owners concerned may further be held liable for damages, penalties, expenses and charges incurred by the body corporate in enforcing compliance with the conduct rules.

3. Definitions and interpretation

3. (1) In these conduct rules the following words, unless the context otherwise requires, have the meanings hereinafter assigned to them:

(a) "**Act**" means the Sectional Titles Schemes Management Act 8 of 2011, as amended from time to time, and any Regulations and rules made, and in force, thereunder;

(b) "**alterations**" means any work involving structural alterations or additions to a section, including the removal, creation or modification of a wall or any structural part of the building, and will include any alterations, modifications or decorative work which affects the exterior appearance of a section;

(c) "**body corporate**" means the body corporate of the scheme as defined in the Act;



- (d) “**building**” means a structure of a permanent nature erected or to be erected and which is shown on a sectional plan as part of the scheme;
- (e) “**building manager**” means the duly appointed building manager of Cartwright’s Corner Body Corporate and can be found within the onsite office during office hours;
- (f) “**children**” means children under the age of 16 (sixteen) years;
- (g) “**common property**” means the common property of the scheme as defined in the Act, and as depicted on the sectional plan;
- (h) “**Community Schemes Ombud Service Act**” means the Community Schemes Ombud Service Act 9 of 2011, as amended from time to time, and any Regulations made and in force thereunder;
- (i) “**contractor**” means any artisan, builder, electrician, plumber or other person appointed by an owner, occupier or tenant to perform minor alterations, renovations or structural alterations in terms of these rules, including the workmen, employees, sub-contractors, suppliers and other service providers of the contractor;
- (j) “**exclusive use area**” means a part/s of the common property for the exclusive use by the owner/s, occupier/s or tenant/s of one or more sections;
- (k) “**letting agent**” means the letting agent appointed by an owner, who is undertaking to short-term rentals within their section, to control, administer and manage all short-term tenants staying within that owner’s section;
- (l) “**long-term tenant**” means any person residing within the body corporate as their primary residence for a period longer than 30 (thirty) consecutive days;
- (m) “**managing agent**” means the managing agent duly appointed by the body corporate to act as its agent for the purposes of managing Cartwright’s Corner Body Corporate;
- (n) “**motor vehicle**” includes any vehicle, truck, motorcycle or motorised scooter and/or bicycle;
- (o) “**occupiers**” means any person occupying the unit;
- (p) “**ombud**” means a person contemplated in section 21(2)(a) of the Community Schemes Ombud Service Act 9 of 2011;



(q) “**owner**” means the person/s in whose name the unit is registered at a deeds registry in terms of the Act or in whom ownership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who is deceased, or the representative of an owner who is a minor, or of unsound mind, recognised by law, and “owned” and “ownership” have a corresponding meaning;

(r) “**pets**” include all species of pets, including but not limited to dogs, cats, birds, and reptiles;

(s) “**renovations**” means any internal redecoration or refurbishment of the interior of a section, including the replacement, removal or creation of internal fittings, such as kitchen and other cupboards, sanitaryware, floor coverings, etc.;

(t) “**rules**” means the conduct rules referred to in section 10(2)(b);

(u) “**scheme**” means Cartwright’s Corner Body Corporate SS. No 531/2005, as depicted on the sectional plan;

(v) “**section**” means a primary and utility section in the scheme, as defined in the Act and as depicted on the sectional plan;

(w) “**sectional plan**” means the sectional plan of the scheme as registered with the surveyor general and deeds registry;

(x) “**short-term tenant**” means any person temporarily residing within the scheme for a period less than 30 (thirty) consecutive days;

(y) “**trustees**” means the trustees of the body corporate, and

(z) “**visitor**” means any person/s visiting a unit, other than those person/s defined under occupier, including guests, employee/s and contractor/s.

(2) In the interpretation of these conduct rules:

(a) words and expressions used will bear the meanings assigned to them in the Act;

(b) the singular number will include the plural and the converse will apply;

(c) the masculine gender will include the feminine and neuter genders, and the converse will apply, and

(d) A reference to natural persons includes legal persons and the converse will apply.



4. Indemnity

4. (1) Any person/s on the common property of the scheme, or using any of its facilities or services, do so entirely at their own risk, and no person/s will have any claim against the body corporate of whatsoever nature arising from such use, nor for anything which may befall any person/s during the course of such use, whether caused by human or animal agency, natural phenomena or otherwise. The body corporate will not be liable for any injury, loss or damage of any description that any person/s may sustain, physically or to their property directly or indirectly, in or about the common property, its amenities or in the individual sections nor for any act done or for any neglect on the part of the body corporate or any of the body corporate's trustees, employees, agents or contractors.

5. Written consent of the trustees

5. (1) Certain conduct rules require the written consent of the trustees. Application for such consent must be made in writing to the building manager, and the applicant owner must furnish the building manager, on behalf of the trustees, with all the information, details and documentation, as required.
- (2) The trustees may attach reasonable conditions to their consent, and may withdraw such consent in the event of non-compliance with any of the said conditions, and when withdrawing their consent, the trustees must notify the owner in writing, and furnish the reasons for their decision.
- (3) Should any unforeseen circumstances and/or matters, currently not catered for in these rules, arise in the future, the trustees may attach further reasonable conditions after consent has been granted in order to deal with any additional shortcomings, including, but not limited to, access control procedures, the regulation of short-term letting etc.

6. Behaviour in sections and exclusive use areas

6. (1) Owners, occupiers and/or tenants must not use their section or exclusive use area, or permit same to be used, in such a manner or for such purpose which may cause a nuisance to any owner, occupier or tenant.
- (2) Owners, occupiers, tenants and/or visitors must not cause a nuisance to any other occupiers with their smoking, and must be cognisant of the fact that the building has a shared Heating, Ventilation and Air Conditioning ("HVAC") system making other owners, occupiers and/or tenants more susceptible to smoke nuisance.
- (3) Owners, occupiers and/or tenants will be subject to the limitations imposed by smoke legislation where applicable and as amended from time to time and must install smoke detectors within their section to monitor any smoke nuisance.
- (4) The slaughtering of animals or poultry for cultural and/or religious reasons, will only be permissible in a section and/or exclusive use area, provided that:



(a) an owner, occupier and/or tenant has obtained the prior written consent of the trustees, which consent will not unreasonably be withheld. The trustees may provide for any reasonable condition in regard to the cultural and/or ritual slaughtering of animals or poultry;

(b) The written application for trustee consideration and approval must specify:

(i) a reasonable date and time for the slaughtering to take place;

(ii) the type of animal to be slaughtered;

(iii) the name and qualifications of the person who will be carrying out the slaughtering ritual;

(iv) that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;

(v) that the Municipality has granted consent in terms of the applicable By-Laws;

(vi) that the Department of Health has granted consent;

(vii) that the Society for the Prevention of Cruelty to Animals (SPCA) will ensure that an official will attend the ritual to ensure that the animal will not endure unnecessary pain or suffering, and

(viii) that all affected owners, occupiers and tenants within the scheme have received written notification of the slaughtering ritual to take place, which notification must set out the date and time that the slaughtering ritual is scheduled for.

(5) Owners must at all times ensure that the number of persons who permanently, or temporarily, reside in that section does not exceed 2 (two) persons, per bedroom, or habitable room. For purposes of this rule, a habitable room does not include a lounge, kitchen, or any other room for which the use of same was not intended for sleeping purposes.

(6) The above restriction will also apply to the number of visitors each section is permitted to have at any given time, i.e. 2 (two) visitors per bedroom, or habitable room.

(7) The owner must at all times maintain their section in good, clean and habitable order and condition, and will be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature including repairs to doors and windows located within the section.

(8) Owners, occupiers and/or tenants must take care to avoid costly damage and possible injury by securing doors and windows in adverse weather conditions.



(9) An owner must take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls or floors of their section.

(10) An owner may install a locking or safety device within their section to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees and that it is not visible from outside of the section. The owner must keep said device installed in good working order and repair.

(11) An owner is obliged to maintain all alterations, additions or decorations made by them to the exterior of their section in a state of good working order and repair and to take all reasonable steps to keep it in a clean, hygienic and neat condition.

(12) Owners, occupiers and/or tenants must not place or do anything on any part of their section or exclusive use area, which at the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the scheme.

(13) Owners, occupiers and/or tenants must not, without the prior written consent of the trustees, make a change to the external appearance of the section or any exclusive use area allocated to it.

(14) Owners, occupiers and/or tenants must ensure that sections are provided with adequate curtaining, lining or blinds at all times. All curtains must be lined in a plain white fabric, as to provide a uniform appearance from outside of the scheme.

(15) Only reflective or tinting foil colours that are currently used in the scheme, such as gold, may be attached to windows, in order to provide a uniform appearance from outside of the scheme.

(16) Should an owner or occupier, i.e. a person permanently residing within the body corporate, wish to host a party or function in their section, they are permitted to do so provided that 24 (twenty-four) hour written notice of said party or function is submitted to the building manager beforehand.

(17) Should a short-term tenant, i.e. a person not permanently residing within the body corporate, wish to host a party or function in their section, they are permitted to do so provided that the prior written consent of the building manager is obtained, at least 12 (twelve) hours in advance. The consent of the building manager may not be unreasonably withheld, but will have regard to the number of people attending the party or function

(18) Any broken windows within the scheme must be reported to the trustees, through the building manager, within 48 (forty-eight) hours.



7. Alterations and renovations

7. (1) Any owner planning to undertake an alteration/s and/or renovation/s to their section must obtain the prior written consent of the trustees. In doing so, the applicant owner must fully complete, sign and submit to the trustees, an application substantially in the form of the Annexures marked B and C.

8. Business activities

8. (1) No owner, occupier and/or tenant may hold or allow to be held any auction, other than those required for the purposes of a sale in execution of a unit.
- (2) No owner, occupier and/or tenant may hold or allow to be held exhibition/s or jumble sale/s in their section, exclusive use area or any portion of the common property.
- (3) No owner, occupier and/or tenant may run a business from their section or exclusive use area so as to cause a nuisance or be in contravention of the Municipal By-Laws.
- (4) No owner, occupier and/or tenant may run a business on any part of the common property.
- (5) No advertisements or publicity material may be displayed or distributed on the common property without the prior written consent of the trustees.

9. Eradication of pests

9. (1) An owner, occupier and/or tenant must keep the section free of wood-destroying insects, including white ants and borer beetles.
- (2) An owner, occupier and/or tenant must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.
- (3) The body corporate must recover the costs of the inspection and replacement from the owner of the section.
- (4) No owner, occupier and/or tenant may feed any animal, bird or reptile on any part of the common property or from their section, except in the case of domestic pets for which they have obtained the prior written consent of the trustees, and must refrain from doing anything, which might encourage the frequenting of pigeons, rodents, cockroaches or stray animals anywhere on the property.

10. Letting

10. (1) The sub-letting of sections is prohibited, unless the prior written consent of the trustees has been provided.



(2) An owner and/or letting agent may not let or part with their section for a period less than 24 (twenty-four) consecutive hours.

(3) An owner and/or letting agent must, prior to occupancy being taken by a tenant:

(a) appropriately screen all tenants to ensure their suitability, and must not lease their section or otherwise grant rights of occupancy to any person if by so doing they contravene the law or any Act or By-Law;

(b) provide the trustees, building manager and/or managing agent with the tenant/s details including, incoming and outgoing dates, tenant/s name, number of guests, mobile number, email address as well as a copy of all their ID's/passports and the lease agreement, noting that access to the scheme will only be permitted once the information have been provided;

(c) provide the building managing with a copy of the lease agreement that sufficiently captures the aforementioned details, or any other document that the building manager can use to capture the relevant details for the scheme's access control system, in the event of a long-term tenant;

(d) provide the building manager with a copy of the signed Annexure D form in the event of a short-term tenant;

(e) furnish them, short-term and long-term tenants, with a copy of these conduct rules, and inform them of their obligation to observe the rules;

(f) must make use of a rental and/or letting agent, in order to have control over the administration and management of the letting process;

(g) insist, that the letting agent has a fine or penalty system in their letting agreement should the tenant/s transgress any rules, and

(h) ensure that either the keys to the section are stored in an appropriate lock box, installed with the prior written consent of the trustees, or that the aforementioned letting agent must, with 12 (twelve) hours of checking in, be present at the scheme upon the tenants, including short-term tenants, arrival to hand over the keys to them.

(4) Should any short-term tenants contravene provisions in these rules 3 (three) times or more in a 1 (one) month period, said owner may be suspended from undertaking any short-term lets for a duration of up to 6 (six) months.

(5) All tenants and other persons granted rights of occupancy by any owner are obliged to comply with the conduct rules, notwithstanding any provision to the contrary contained in, or the absence of provisions in, any lease and/or any grant of rights of occupancy.



(6) No lease agreement will in any way release owners from any of their obligations in terms of the provision of the Act, or the conduct rules.

(7) The conduct rules in relation to the use and occupation of sections and common property are binding on owners, their occupiers and tenants, and it is the duty of an owner to ensure that their occupiers and tenants, including their employees, letting agents, guests and family members comply with the conduct rules.

11. Behaviour on common property

11. (1) No owner, occupier and/or tenant may make use of any part of the common property, to the exclusion of other owners, occupiers and/or tenants, or in such a way that interferes with the use and enjoyment thereof by other persons lawfully on the premises.

(2) An owner, occupier and/or tenant must not obstruct the lawful use of the common property by any other person.

(3) Owners, occupiers and/or tenants must not, without the prior written consent of the trustees:

(a) store or leave, or allow to be stored or left, any article or thing on or in any part of the common property;

(b) place, store, leave any object on any part of the common property, or allow or permit it to be so placed, stored, or left;

(c) erect any tent or similar structure of a temporary nature on the common property;

(d) maintain, add to or remove from the common property gardens;

(e) mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property, and

(f) go onto the roof of any building within the scheme.

(4) No person/s may smoke any tobacco product, including electronic or similar smoking devices, including legalised marijuana, as it is strictly prohibited on the common property.

(5) The owner or occupier of a section must ensure that no alcohol is consumed on the common property, and must further not bring on to, or use, or allow to be used, any illegal substance on the common property.

(6) An owner, occupier and/or tenant may not slaughter any animal or poultry on the common property.

- (7) No owner, occupier and/or tenant may cure or hang up to dry any meat, fish, skin, or the like on any part of the common property.
- (8) Owners, occupiers and/or tenants may not cause any damage to the common property during transporting their luggage and/or furniture. Such person must ensure the proper use of the lift blanket which includes hanging, followed by removal and storage.
- (9) The building manager must be informed, at least 72 (seventy-two) hours in advance, in the event that an owner, occupier and/or tenant has planned for the moving of furniture and/or appliances.
- (10) No owner, occupier and/or tenant may load the lift in excess of the designated maximum carrying capacity.
- (11) Owners, occupiers and/or tenants must not track excessive sand or dirt into the foyer, lift or stairs, or leave any objects or mess in these areas.
- (12) Children are not permitted to play on any portion of the common property, unless under adult supervision.
- (13) Owners, occupiers and/or tenants must not cause or permit the striking, throwing or bouncing of balls or other objects against any of the walls and/or windows of the common property.
- (14) No person/s may jump or climb over walls, perimeter walls, security gates or fencing.
- (15) The use of bicycles, tricycles, roller skates, skateboards and other similar objects is not permitted on the common property.
- (16) No obstacles or objects, which may interfere with the normal operation of the electronic gates, may be inserted therein or placed in such a manner so as to avoid the automatic closure of the gate.
- (17) No person/s may tamper with or attempt repairs to the electronic gates or its components. Any faults are to be reported to the trustees or managing agent.
- (18) In the event of damage of whatsoever nature being caused to the common property, by an owner, occupier, tenant or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.
- (19) Owners, occupiers and/or tenants must not keep any object or do anything to and/or on the common property, in contravention of these rules, after receipt of a notice to desist has been received from the trustees.



(20) Access to the common areas may be reasonably regulated, as determined in the discretion of the trustees.

12. Laundry

12. (1) An owner, occupier and/or tenant must not, without the prior written consent of the trustees:

- (a) erect washing lines or similar on the common property;
- (b) hang laundry or other items in a section or any exclusive use area allocated to it, if the articles are visible from another section or the common property, or from outside the scheme, and
- (c) carpets, mats, brooms, mops or any other cleaning apparatus may not be shaken, dusted or beaten over balconies or through windows.

(2) An owner, occupier and/or tenant must not erect their own washing lines or tie washing lines to balcony railings.

13. Installations

13. (1) No owner, occupier and/or tenant may, without the prior written consent of the trustees, erect a satellite dish, or similar device for the reception or transmission of television or other signals, which is visible from outside their section.

(2) Extractor fans for kitchen cookers and barbeques, as well as washing machine and/or tumble dryer extractors, may only be vented out of the section, in a position approved in terms of the prior written consent of the trustees, and will further not be permitted to impinge on the air quality or temperature of other sections.

(3) Air conditioning units, sky lights, generators, exterior blinds, awnings and water tanks will only be permitted with the prior written consent of the trustees, which consent may be subject to conditions in regard to the location, method of installation and use.

(4) The installation of individual solar panels for an owner, occupier or tenant's use is not permitted within the scheme.

(5) The prior written consent of the trustees for any installation may be withdrawn at any time in the event of non-compliance with any imposed condition/s. In the event of such withdrawal of consent, the owner will be responsible for the immediate removal of the said installation, at their own cost.

(6) The owner will be responsible for the maintenance and repair and replacement of the installation, including but not limited to all pipes, wires, cables and ducts that service the installation, notwithstanding the fact that such pipes, wires, cables or ducts may be located on common property, including all associated costs.



14. Behaviour within the scheme

14. (1) An owner, occupier and/or tenant must not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which may constitute or cause a nuisance or disturbance or any inconvenience to any other owner, occupier and/or tenant, in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other owner, occupier and/or tenant.
- (2) An owner, occupier and/or tenant must not use the property or permit it to be used for any purpose which is injurious to the reputation of the scheme.
- (3) An owner, occupier and/or tenant must take reasonable steps to ensure that their visitors do not behave in a way likely to interfere with the peaceful enjoyment of the scheme.
- (4) An owner, occupier and/or tenant must give the trustees and/or the managing agent, at least 24 (twenty-four) hours' notice, except in the case of an emergency, should their plumber or electrician require the water or electricity to be shut-off within the scheme.
- (5) Owners, occupiers and/or tenants must familiarize themselves with the location of the water and electricity shut-off points within the scheme.
- (6) No explosives, crackers, fireworks or items of similar nature may at any time be lit and/or set off within the scheme.
- (7) No firearms may be discharged within the scheme, except under such circumstances, which would reasonably justify the use of a firearm for private defence.
- (8) No drones may be operated within the scheme without the written consent of the trustees and provided that the operator must be appropriately licensed.
- (9) An owner, occupier and/or tenant must not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property, or of a section, so as to be visible from outside the scheme, without the prior written consent of the trustees.
- (10) Braaing, of whatsoever nature, is prohibited within the scheme, unless the prior written consent of the trustees has been provided.
- (11) Vandalism and/or graffiti of any nature whatsoever will not be tolerated on the common property.

15. Employees

15. (1) An owner, occupier, tenant and/or letting agent may not request the employee/s of the body corporate to perform personal tasks for them during their working hours.



(2) Owners, occupiers and/or tenants may not interfere with the employee/s of the body corporate in the performance of their duties or instruct them in regard to the common property.

16. Keeping of pets

16. (1) An owner, occupier and/or tenant may not, without the written consent of the trustees, whose approval may not be unreasonably withheld, keep any pet in a section and exclusive use area.

(2) The trustees may provide for any reasonable condition in regard to the keeping of a pet in a section and exclusive use area, which conditions are set out in Annexure A below.

(3) An owner, occupier and/or tenant suffering from a disability, and who reasonably requires a guide, hearing or assistance dog, will be considered to have the trustees' consent to keep such dog in a section and exclusive use area, and to accompany such person on the common property, they will need to complete Annexure A for the schemes records.

(4) Visitors are not permitted to bring their pets into the scheme, unless the prior written consent of the trustees has been obtained.

17. Littering, refuse and waste disposal

17. (1) An owner, occupier and/or tenant must not leave refuse or other materials including any rubbish, dirt, cigarette butts, food scraps, chewing gum, bottles, junk mail or any litter whatsoever on the common property.

(2) An owner, occupier and/or tenant must ensure that all refuse bags are securely tied to prevent leakage, that all open tins and bottles are properly drained, and that all broken glass or objects with sharp edges are properly wrapped.

(3) Unless the trustees provide an alternate method to dispose of refuse, the owner, occupier and/or tenant must keep a receptacle for refuse, in a clean and dry condition, and adequately covered in the section, or on a part of the common property designated by the trustees for this purpose.

(4) Except as set out herein, no receptacles, refuse or refuse bags, builders' rubble or any other kind of waste, may be left in the corridors, walkways or any other part of the common property.

(5) An owner, occupier and/or tenant must ensure that when carrying their refuse to the designated refuse area, the refuse bags, containers or other receptacles do not leak or cause a mess to the common areas, and should the said mess occur, they are responsible to clean same.

(6) The owner, occupier and/or tenant must:

(a) move the refuse receptacle to the place and at the time/s so designated by the trustees, for collection purposes, and promptly retrieve it from these places following refuse collection, and



(b) ensure that they do not, in disposing of their refuse, adversely affect the health, hygiene or comfort of the other owners, occupiers and/or tenants.

(7) An owner, occupier and/or tenant is responsible for the removal of all other types of refuse, including builder's rubble, from their own section, and such types of refuse must be kept inside the section until it is removed from the scheme.

(8) By prior arrangement with the managing agent, building supervisor or security builder's rubble, packing cases and similar refuse may be deposited in a designated area, for municipal or other collection services.

(9) Owners, occupiers and/or tenants must ensure compliance with recycling initiatives.

18. Noise

18. (1) An owner, occupier and/or tenant must be cognisant of the close proximity of the sections to one another and must not allow any persistent and unreasonable noise levels to disturb other owners, occupiers and/or tenants.

(2) An owner, occupier and/or tenant must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

(3) Excessive noise that can be heard from adjoining sections or the common property must reasonably be avoided from 22:00 to 07:00 daily.

(4) Owners, occupiers and/or tenants must take every effort that they and/or their visitors arriving or departing to do so with little disturbance to other owners, occupiers and/or tenants.

(5) Radios, musical instruments and devices, Bluetooth speakers, television sets, etc., must be used in such a manner so as not to be heard in adjoining units or on the common property.

(6) Power tools and other noise-producing equipment if operated outside the times stipulated, in Annexure C, must cause minimum nuisance to other owners, occupiers and/or tenants.

19. Vehicles

19. (1) Any person/s entering the scheme must obey all signs and road markings containing directions for the use and parking of vehicles on the common property.

(2) No unlicensed person may drive any vehicle on the common property.

(3) No hooters may be sounded within the scheme or outside the security gate, other than in an emergency.

(4) No slamming of vehicle door/s.



- (5) No revving of engines excessively.
- (6) No vehicle radio and/or sound system may be set at a volume audible outside the vehicle.
- (7) No vehicle may be driven on the common property with the headlights set on bright.
- (8) When on common property, vehicles must not be driven recklessly or in such a manner as could adversely affect the safety of the occupiers in the scheme, or to create a nuisance.
- (9) No person may exceed the speed limit of 20km (twenty kilometers) per hour when driving their vehicle on the common property.
- (10) No person may drive any vehicle on the common property except on the roads and driveways constructed for such purpose.
- (11) Tailgating in and out through the main gates is prohibited.
- (12) Quad bikes and similar vehicles may not be used on the common property other than for entering and exiting the scheme, nor may they be left, parked and/or stored on any part of the common property where they may cause an obstruction, nuisance and/or danger to any other owner, occupier and/or tenant.
- (13) Motorcycles are only permitted to be parked in parking bays so designated for the purpose of parking motorcycles.
- (14) Only light delivery and/or removal vehicles will be permitted on the common property, and all large delivery and/or removal vehicles must remain outside the scheme.
- (15) All vehicles must not drip oil, petrol or brake fluid onto the common property, or in any way deface the common property.
- (16) Should any vehicle cause a mess or damage to the common property, the owner of the respective unit will be solely responsible for the immediate cleaning of the mess and/or repair of the damage caused to the common property, failing which the trustees will be entitled to arrange that the relevant area of common property be cleaned and/or repaired, and all costs incurred will be for the owner's account.
- (17) No vehicles may be washed on common property.

20. Parking

20. (1) Without the prior written consent of the trustees, which consent must state any reasonable conditions, including the duration for which it is given, except in the case of an emergency, no owner, occupier and/or tenant may:



- (a) park any vehicle on the common property, or permit or allow any of their visitors' vehicles to be parked on common property;
 - (b) park a vehicle, which is not in regular use, unlicensed or unroadworthy, on the common property;
 - (c) dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or within a section, and
 - (d) abandon any vehicle on the common property.
- (2) The trustees may cause any vehicle to be wheel-clamped at the risk and expense of the owner of the vehicle.
- (3) A release fee must be paid before the wheel-clamp will be removed. Until otherwise determined by the owners in a general meeting, a release fee of R500.00 (Five Hundred Rand) will be payable.
- (4) In the event that an owner of a vehicle wishes to remove a wheel-clamp during hours in which no one is available to do so, the trustees, through the building manager and/or security staff, will place a notice on the vehicle, which provides the contact details of the person responsible for releasing the wheel-clamp.
- (5) No vehicle may be parked, so as to obstruct the movement of pedestrians or other vehicles on the common property, or as to impede the use of any parking bay, as well as fire hydrants.
- (6) Vehicles are not permitted to be parked in a parking bay in such a manner as to encroach over another parking bay.
- (7) The right to park vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner of the vehicles risk and responsibility, and that no liability will attach to the body corporate, or its agents, or any of their employees, for any loss or damage of whatever nature, which the owner or any person claiming through or under them, may suffer in consequence of their vehicle having been parked on the common property.
- (8) An owner, occupier and/or tenant may only use the common property parking bays for short periods, including for the purpose of loading and unloading items from their vehicles as well as the collection and drop off of persons.
- (9) An owner, occupier and/or tenant must:
- (a) keep their parking bay in a neat and presentable condition;
 - (b) not use a parking bay for any purpose other than the parking of a vehicle or motorcycle, and



(c) ensure that should a parking bay be used for storage, it must still be capable of being used for the parking of a vehicle or motorcycle.

(10) No person/s may sleep or overnight in a parking bay.

21. Safety and Security

21. (1) Owners, occupiers and/or tenants must ensure that the security and safety of all owners, occupiers and/or tenants as well as their properties are preserved and protected, and in particular must:

(a) ensure that upon entering or leaving, all security doors and gates are properly closed;

(b) that such doors and gates are never opened for persons other than those visiting the owner, occupier and/or tenant, known to occupy a section, and

(c) comply with the relevant access control procedures in place, such access control procedure will be regulated by the trustees from time to time.

(2) Unauthorised traders and hawkers are not permitted within the scheme and must be reported to the security, trustees and/or managing agent.

(3) Any contractor must be supervised by the owner, occupier and/or tenant, and when entering the scheme, must report to the building manager such that their personal details, i.e. contact number, ID number etc., may be captured in the body corporate system.

(4) Due to the frequency of access to the scheme required by any private domestic worker of an owner, occupier and/or tenant, said domestic worker will need to be registered with the building manager, such that they may receive the relevant access card to access the relevant part of the building where their employer's unit is located, as well as to enter and exit the scheme.

(5) The owner will be liable to replace and/or recode any faulty and/or lost access device at their cost. A faulty device must be returned to security, the trustees and/or managing agent, before a new device will be issued.

(6) All visitors need to be escorted to their vehicles until exiting the property, ensuring that all gates are securely shut.

(7) The body corporate may not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property. All delivery persons need to be escorted and observed by the relevant owner to their vehicles until exiting the property ensuring that all gates are securely shut.



(8) The body corporate, through its security services, will be permitted to accept keys, cards, packages, bags, or items of similar nature, on behalf of any person, under the proviso that it will only be for a specified time period, to be agreed upon between the person whose property is being held and the body corporate's security service, and that the body corporate will not be held liable or responsible for the loss, damage or theft of any items whilst they are in the possession of the body corporate security services.

(9) No taxis, uber cars or the like are permitted within the scheme.

(10) Pedestrians may only enter and exit the building through the relevant pedestrian entrances, and are not permitted to make use of the motor gate for entry and exit into the scheme.

(11) Should an owner wish to sell their unit and in the event of a show house being required the following procedure must be strictly adhered to:

(a) the owner must advise the managing agents 7 (seven) days prior to the date, in writing, of the date and time of the intended showing, as well as the relevant details of the estate agent employed to do such showing;

(b) show days will be restricted to appointment only;

(c) no on show or for sale signs will be permitted on any part of a section, exclusive use area or the common property;

(d) all estate agents and prospective purchasers will be required to adhere to the access control procedures, and

(e) apart from the unit on show, prospective purchaser/s will be entitled to view the common property, provided they do so with the estate agent.

(12) In the event that of a death of a registered owner of a unit, the deceased owner's next-of-kin must inform the managing agent, as soon as reasonably possible, that the section will now be forming part of an estate late and be subject to the relevant requirements that will now follow.

(13) No person shall engage in any criminal activity, including but not limited to, organized crime, prostitution, domestic violence, public indecency and drug-related activity, on or near the premises. For the purpose of the interpretation of these rules, "drug-related activity" means the illegal manufacture, sale, distribution, use, or possession, with the intent to manufacture, sell, distribute, or use, a controlled substance.

(14) Any person witnessing any such illegal activity within the scheme is encouraged to report such activity to the local authorities and/or security.



22. Storage of flammable materials

22. (1) An owner, occupier and/or tenant must not, without the prior written consent of the trustees, store a flammable substance in a section, exclusive use area or on the common property, unless the substance is used or intended for the use of domestic purposes. This rule does not apply to the storage of fuel or gas in:

(a) the fuel tank of a vehicle, boat, generator or engine, and

(b) a fuel tank or gas cylinder kept for domestic purposes.

(2) No owner, occupier, tenant or their visitors are permitted to tamper with any firefighting equipment or use the said fire equipment other than for the purpose of extinguishing a fire.

(3) Reference must be made to the Pressure Equipment Regulations, in terms of the Occupational Health and Safety Act 85 of 1993. In terms of these Regulations, all gas installations must have a Certificate of Compliance, which states that the installation has been properly inspected and is determined to be safe and leak free. As of 1 May 2023, all gas installation Certificates of Compliance must be in the prescribed form, as per SAQCC Gas Regulations, and gas compliance agencies are not permitted to make use of any other form. The certificate must be issued by an authorised person, who is registered with the Liquefied Petroleum Gas Safety Association of Southern Africa.

(4) An owner, occupier and/or tenant must not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

(5) Should fire sprinklers and/or any other fire prevention and/or protection methods or equipment be required by the scheme's current insurers, potential future insurers or local authorities, in any part of the scheme due to the use to which a section is put, the owner of such section will be held responsible for any cost of ensuring compliance with any such requirements.

(6) The owner must ensure that the applicable fire regulations have been complied with, with regard to any occupancy and floor size of a section.

(7) The owner must submit a certificate confirming the inspection and servicing of all fire equipment located within a section to the trustees when so requested.

23. Swimming pool and gym area

23. (1) Owners, occupiers and/or tenants may use the swimming pool, subject to the following conditions:

(a) no alcohol is permitted;



- (b) no glass bottles or containers are permitted;
- (c) no loud music is permitted;
- (d) no swimming is permitted after 21:00 or before 06:00 daily;
- (e) children using the swimming pool, must be under the supervision of an adult, who will be responsible for their safety and conduct;
- (f) only the employees and contractors of the body corporate will be permitted access to the swimming pool pump, equipment enclosures, chemicals and cleaning equipment;
- (g) only bathing apparel may be worn in the swimming pool;
- (h) games are not permitted;
- (i) no animals permitted;
- (j) visitors utilising the swimming pool must be accompanied by the relevant owner, occupier and/or tenant;
- (k) owners, occupiers and/or tenants must ensure that the pool gate is kept closed and secured at all times, and
- (l) no owner occupier and/or tenant may use the swimming pool to the exclusion of others.

(2) Owners, occupiers and/or tenants may use the gym area, subject to the following conditions:

- (a) no alcohol is permitted;
- (b) no glass bottles or containers are permitted;
- (c) no loud music is permitted;
- (d) children using the gym, must be under the supervision of an adult;
- (e) the correct attire must be worn;
- (f) no animals are permitted;
- (g) no visitors are permitted, and
- (h) ensure that the area and equipment is left in a neat and tidy condition.

24. Complaints

24. (1) All complaints, in regard to the administration and management of the scheme, are to be submitted in writing to the trustees through the building manager.

(2) The trustees or the managing agent must investigate the matter and notify the alleged contravening owner, occupier and/or tenant in writing of the complaint. *AA* *ds*

(3) Should a complaint arise in regard to the conduct of an owner, occupier and/or tenant, such complaint must be dealt with first directly between the complainant and the defending party (the offending owner, occupier and/or tenant), with the goal to resolve the dispute in good faith, and if necessary, local law enforcement and/or the CSOS may be approached.

(4) The trustees, when notified of such a complaint, which cannot be resolved between the parties, may issue instructions to the managing agent on the action to be taken against the person/s, who are allegedly in contravention, including the instruction to issue a warning and/or penalty.

25. Dispute resolution

25. (1) In the event of any internal dispute arising between an owner, occupier, tenant and the body corporate, the parties to the dispute must engage each other in good faith, with a view to resolving the dispute within a reasonable timeframe.

(2) In order to notify the body corporate, as well as any person against whom a complaint is made, of the dispute, and for the purpose of holding an internal dispute resolution meeting, the complainant must lodge a signed and motivated complaint with the trustees as per the prescribed complaint form. The trustees must record their decision and the outcome of any internal dispute resolution meeting.

(3) In the event of the dispute not being resolved internally, a party to the dispute may make an application for relief to the CSOS.

26. Contravention of conduct rules and imposition of penalties

26. (1) If the conduct of an owner, occupier, tenant or their visitors, in the opinion of the trustees constitutes a:

(a) nuisance;

(b) contravention of any duty of the owner under the Act;

(c) contravention of any of the duties of owners contained in the management rules, and

(d) contravention of any of the conduct rules

the trustees may furnish the owner with a written notice, which may in the discretion of the trustees, be delivered by hand, email or by registered post.

(2) In the notice, the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if the conduct or contravention persists, a penalty will be imposed on the owner of the section.



(3) If the owner, occupier and/or tenant nevertheless persists in that particular conduct, or in the contravention of that particular rule, the trustees may, by majority decision, impose on the offender a penalty, taking into consideration the nature and effect of the offence, in the amount of up to 50% of the monthly levy contribution for the first offence, and up to 75% of the monthly levy contribution for the second and further offence/s, provided that the amount/s is/are not equal to, or exceeds that, of the monthly contribution levied to the relevant owner.

(4) Should the contravening owner request a meeting with the trustees to discuss the penalty, the said meeting will be held remotely and with a person duly authorised by the trustees to attend to the matter.

(5) At the meeting, the owner must be given the opportunity to present their case, but except insofar as they will be permitted by the chairperson, they may not participate in the conduct of the meeting.

(6) Should a meeting take place, the trustees must record the outcome of the meeting, and may resolve to:

(a) uphold the penalty, or

(b) withdraw, increase or reduce the penalty.

(7) A trustee will not be entitled to participate at the meeting in the capacity as trustee, if they, or any occupier and/or tenant occupies the section which they own and/or represent, is the alleged offender.



Undertaking

I/we the owner/s, occupier/s and/or tenant/s, do hereby confirm and validate that by signing this page, that I/we have read and understand each rule and sub-rule.

Signature

Certificate

These conduct rules have been adopted by special resolution of the body corporate at the Annual or Special General Meeting held on _____.

These conduct rules have been signed by two trustees in terms of Prescribed Management Rule 10(1) contained in Annexure 1 to the Regulations made under the Sectional Titles Schemes Management Act 8 of 2011.

Trustee

Trustee



Annexure A | Pet application

1. All pets must be registered with the body corporate, using one pet registry form for every pet. The body corporate must be notified immediately of any change e.g. the loss, departure or death of any pet. The managing agent will maintain a register of all the pets kept within the property.
2. Owners, occupiers and/or tenants will not be permitted to keep pets without the prior written consent of the trustees. The trustees may withdraw such consent in the event of any contravention of any condition prescribed.
3. Pets will be restricted to 2 (two) pets per unit.
4. Dogs and cats must wear a tag, stating its name and the address and contact number of its owner.
5. Dogs and cats must be vaccinated, as required, and a veterinary certificate to this effect must be available for scrutiny at any time by the trustees.
6. Dogs and cats are to be spayed/neutered, and a veterinary certificate to this effect must be attached to this form.
7. Dogs may roam freely inside the section and/or exclusive use area, otherwise they must be kept under control on a leash and accompanied by a responsible person.
8. An owner, occupier and/or tenant will be responsible for the correct removal of any of their pets excrements from their section, exclusive use areas, other sections, other exclusive use areas as well as the common property.
9. No pets may unreasonably disturb other owners, occupiers and/or tenants.
10. The owner of any pet, permitted into the scheme, will be solely liable for the conduct of the pet and the body corporate will not be held responsible for same.

Details

Full name: _____

Telephone number: (H): _____ (W): _____ (C): _____

Email address: _____

Street address: _____

Pet's name: _____

Type: _____ Gender: _____ Age: _____

If dog, height in cm from floor to highest point on back (shoulder): _____

Description (incl. colouring, specific markings, etc.): _____

I agree to the terms and conditions herein, as well as the rules under Pets in Cartwright's Corner Body Corporate.

Signature



Date

Annexure B | Alterations and renovations application

The below application must be completed and signed by the owner of the section concerned and returned to the trustees along with any other required documentation.

Application to carry out alterations and/or renovations

I/We the undersigned hereby make application to the trustees of the body corporate to carry out alterations/renovations as described by me/us below and I/we undertake to comply with the conditions set out hereinafter.

Owner name:	_____	Co-owner name:	_____
Section number:	_____	Contact number:	_____
Contractors name:	_____	Contact number:	_____
Vehicle registration:	_____	Vehicle type:	_____

Description of alterations/renovations and diagram/plan (Attach a separate sheet if space below is inadequate)

_____.

Visual impact (If any change proposed will be visible from the exterior of the section give details here; if not state "none". Attach a separate sheet if space below is inadequate)

_____.

Date of commencement

_____.

Date of completion

_____.

I/We hereby accept the conditions and make the application accordingly.

Date

Owner



Commencement certificate

We, the trustees of Cartwright's Corner Body Corporate, hereby authorise you to commence with the alterations/renovations as detailed in the foregoing application and attached diagrams/plan.

Ref no. _____ and signed at _____ on this ____ day of _____ 2023.

Trustee

Trustee

Conditions

Please note: Read these conditions carefully and retain for your own reference.

The conditions set out herein, are made in the interests of all who have invested and/or live in the scheme. Applicants must appreciate that their proposed activities may affect others in the building, and it is most important, firstly that any detrimental impact is kept to an absolute minimum, and secondly that once started the work is completed expeditiously within the work period applied for.

It is the function of the trustees to ensure that all applicant owners act with reasonable, diligent care and with due and proper consideration for the remaining owners, occupiers and/or tenants of the building. Where appropriate, the trustees will obtain professional advice from suitably qualified professional experts at the expense of the applicant owner.

These conditions have been framed accordingly and it is the duty of the trustees to see that they are adhered to. In this regard, your compliance is earnestly requested.

1. The following broad definitions apply:

(a) **Alterations** will mean any work involving structural alterations or additions to a section, including the removal, creation or modification of a wall or any structural part of the building, and will include any alterations, modifications or decorative work which affects the exterior appearance of a section.

(b) **Renovations** will mean any internal redecoration or refurbishment of the interior of a section, including the replacement, removal or creation of internal fittings, such as kitchen and other cupboards, sanitaryware, floor coverings, etc.

2. Redecoration of the interior of a section by painting, wallpapering and carpeting will not constitute a renovation or alteration requiring compliance with the terms and conditions as set out herein.



3. The decision of the trustees will be final as to whether the work proposed constitutes an “alteration/s” or “renovation/s” as referred to herein.
4. The procedure for obtaining approval is as follows: -
 - (a) **ALTERATIONS:** Where alterations as defined above are involved:
 - (i) Submit this application with a sketch plan of the proposed alterations to the trustees to obtain their agreement in principle.
 - (ii) After approval in principle by the trustees has been obtained, it is the responsibility of the applicant owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the Municipality.
 - (iii) A copy of the plans as approved by the Municipality must be submitted to the trustees, alternatively the trustees must be supplied with evidence satisfactory to them, that Municipal approval is not required.
 - (iv) If the trustees consider it necessary, they may be entitled, at the cost of the applicant owner to seek the advice of an architect, engineer or other professionals as to the acceptability of the proposals.
 - (b) **RENOVATIONS:** Where only renovations as defined above are proposed this application need only be submitted to the trustees.
5. Written confirmation that the work may proceed will be conveyed to the applicant owner by the trustees, with whom dates for the commencement and completion of the work will be arranged. The trustees will also provide the applicant owner with information concerning access and the maintenance of security at the building.
6. Under no circumstances, may work start without the prior written consent of the trustees, and the deposit having been paid to the body corporate.
7. Care must be taken not to disrupt or break any bulk service lines, and the trustees must be informed immediately if such disruption or breaks occur. Particular care must be taken with the intercom wiring and telephones, as any damage caused in the section can break the circuit and disrupt the services to other sections. The applicant owner accepts responsibility for any damage caused by them or their contractors to common property or to other sections in the building and indemnifies other owners against such damage.
8. Work carried out by owners must comply with the National Building Regulations and Building Standards Act 103 of 1977.



9. Contractors appointed to carry out alterations and/or renovations to a section, must have contractors all risks insurance in place, incorporating the following cover and minimum limits of indemnity:
 - (a) Contract works to the value of the contract;
 - (b) Third party liability, and
 - (c) Damage to surrounding property.
10. When planning any changes, it is the applicant owner's responsibility to determine whether or not consent from the Municipality is required. In most cases any approval by the body corporate or trustees will be conditional on such approval being obtained before work can commence.
11. All approved work is permitted Monday to Friday between the hours of 08:00 to 17:00. No work is permitted on weekends and public holidays.
12. Cement or similar products may not be mixed on the tarmac or any portion of the common property.
13. Building material must be stored on site in the section premises at all times, and may not be stored on the common property.
14. All refuse to be kept within the section unless alternative arrangements have been made with the prior written consent of the trustees.
15. Contractors must be supervised, at all times, and at no stage may access devices to the scheme be given to them.
16. Contractors must ensure that the common property is kept clean at all times.
17. The common property's electricity supply may not be used without the prior written consent of the trustees, in which case a charge may be assessed for the electricity consumed, which will be for the applicant owner's account.
18. Should lift access be required, a written application is required in advance, stating the requested date and approximate duration. Should consent be granted, a daily fee to be determined by the trustees will be charged, and the weight permitted to be carried in the lift must not exceed 500kg (Five Hundred Kilograms). The protective lift blanket and floor covering must be used at all times.
19. A refundable deposit between 5% (five percent) and 10% (ten percent) of the total building works contract must be paid to the body corporate or the managing agents prior to the commencement of any building works. The trustees will determine, in their discretion, the amount payable by taking the scope of the building works into account. The deposit will not be paid into an interest-bearing account.



20. Any and all charges, expenses and costs accruing against the applicant owner, arising from matters contained anywhere in the foregoing conditions, will be payable on demand and will be deducted from the deposit. However, should the amount of the deposit prove insufficient to meet the whole of such costs, then any deficit must be paid on demand.
21. Any balance of the deposit remaining will be repaid to the applicant owner after completion of the alterations and/or renovations to which these conditions apply, and after all charges have been deducted from the initial deposit.



Annexure C | Indemnity Form

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
85 OF 1993

Name of scheme or name of registered owner: _____

Hereinafter referred to as "the employer" represented by: _____

and

Name of contractor: _____

Street address: _____

Hereinafter referred to as "the mandatory" represented by: _____

Preamble

(a) WHEREAS the employer and mandatory have entered into an agreement in terms of which the mandatory will perform certain work and/or services on behalf of the employer;

(b) AND WHEREAS the Occupational Health and Safety Act defines a "mandatory" as an agent, a contractor or a subcontractor for work, but without derogating from their status in their own right as an employer or user of plant and/or machinery;

(c) Section 37 of Occupational Health and Safety Act potentially punishes an employer for the unlawful acts or omissions of its contractors, sub-contractors and agents, (hereinafter referred to as the mandatory) save where a written agreement is concluded between the employer and the mandatory, which sets out, and contains arrangements and procedures, which are to be implemented and adopted by the mandatory itself to ensure compliance with the provisions of the Occupational Health and Safety Act and its Regulations, and

(d) The parties hereto wish to enter into such an agreement which is set out below.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Definitions

"**employer**" means _____, the principal to this agreement;

"**mandatory**" means the contractor described under this agreement; sub-contractor means the contractors, agents and/or subcontractors employed by the mandatory;



“The Act” means the Occupational Health and Safety Act;

“The COID Act” will mean the Compensation for Occupational Injuries and Diseases Act, and

“The Agreement” means this agreement and all documents attached or referred to therein, which form an integral part of the Agreement.

1. Scope of this agreement

This agreement will be binding for all work that the mandatory undertakes for the employer and will apply to the mandatory, its employees, agents, contractors and subcontractors.

2. COID Act insurance

The mandatory warrants that all its employees, agents, contractors and/or its subcontractor's and or their employees (if any) are registered and covered in terms of section 80 to 87 of the COID Act which cover will remain in force whilst any such employees are present on the employer's premises and that all such assessment fees are correct and paid up.

3. Compliance with the Occupational Health and Safety Act

(3.1) The mandatory undertakes to ensure that it and its subcontractors and their respective employees at all times comply with regulations, processes and requirements as laid down under the Act, which without detracting from the generality thereof includes the following: -

(3.1.1) all work performed by the mandatory on the employer's premises and will be performed by persons employed or contracted by the mandatory who are trained to understand the hazards associated with any such work performed;

(3.1.2) the mandatory warrants that it is aware of the provisions of the Act and its responsibilities thereunder and that it will ensure that all and any of its employees, agents or contractors who are to carry out the work at the employers premises in terms of this agreement, are equally made aware of the requirements of the Occupational Health and Safety Act and that all comply with the such requirements in all respects;

(3.1.3) the mandatory must appoint competent persons who must be trained on any occupational health and safety aspect pertaining to them or to work that is to be performed by them;

(3.1.4) the mandatory must ensure that discipline regarding all aspects of health and safety will be strictly enforced;



(3.1.5) where applicable, any personal protective equipment required must be tested and issued by the mandatory to its employees and subcontractors, and the mandatory will ensure that such clothing and equipment is worn at all times;

(3.1.6) no unsafe equipment and/or machinery and/or articles will be used by the mandatory, its employees or subcontractors on the employer's premises;

(3.1.7) the mandatory must make available to its employees and subcontractors, written safe working practices, procedures and precautionary measures, and must ensure that all its employees and subcontractors are made conversant with the content of these practices and that they are enforced at all times;

(3.1.8) all incidents and/or accidents which may occur whilst on the employer's premises or whilst the work under this agreement is being carried out and will be reported by the mandatory to the department of labour as well as to the employer;

(3.1.9) no use may be made by the mandatory and/or by its employees and/or their subcontractors of any of the employer's machinery, articles, substance, plant, personal protective equipment without the employer's prior written approval and any such use will be at the mandatory's own risk;

(3.1.10) the mandatory must ensure that work for which the issuing of a permit is required may not be performed prior to the obtaining of a duly completed and approved permit;

(3.1.11) the mandatory must ensure that no alcohol or any intoxicating substances will be permitted on the employer's premises. Anyone suspected to be under influence of alcohol or any intoxicating substances is not permitted onto the employer's premises and anyone found on the premises suspected of being under the Influence of alcohol or any other intoxicating substances will be escorted off the premises immediately;

(3.1.12) the mandatory will report in writing anything it deems to be unhealthy and/or unsafe to the employer's management, including, but not limited to, any serious injury/ies and/or death/s that may have occurred;

(3.1.13) the mandatory warrants that it will not endanger the health and safety of the employer's employees or visitors or other contractors in any way whilst performing work on the employer's premises;

(3.1.14) the mandatory understands that no work may commence on the employer's premises until this agreement has been duly completed signed and received by the employer;



(3.1.15) no dumping of any hazardous chemical substances is permitted into any drains and/or waste bins. Same must be disposed of in terms of the Hazardous Chemical Substance Regulations of the Occupational Health and Safety Act;

(3.1.16) when any activity during build-up and/ or breakdown periods, is of such nature that it could cause injury to anyone, or damage to the environment, all reasonable practicable preventative measures must be implemented to ensure the health, safety and/or impact upon the environment, and

(3.1.17) all certificates of compliance will be provided in original format to the body corporate or its safety representative.

WITHOUT RECEIPT OF THIS AGREEMENT, CARTWRIGHT'S CORNER BODY CORPORATE RESERVES THE RIGHT TO WITHHOLD ACCESS TO THE WORK AREA

SIGNED ON THIS _____ DAY OF _____ 2023 AT _____.

Signature of the employer

Date

Signature of the mandatory

Date



Annexure D | Short-term tenant registration form

Unit number: _____ Owner name: _____

Duration of stay: _____ Start date: _____ End date: _____

Lease holder name: _____ Number of occupiers: _____

Email: _____ Cell number: _____

Occupier 1 Email address: _____ Vehicle type: _____

Vehicle colour: _____ Vehicle registration: _____

Name: _____ Cell number: _____

Occupier 2 Email address: _____ Vehicle type: _____

Vehicle colour: _____ Vehicle registration: _____

Name: _____ Cell number: _____

Occupier 3 Email address: _____ Cell number: _____

Name: _____

Occupier 4 Email address: _____ Cell number: _____

Name: _____

Carwright's Corner Body Corporate Conduct Rules:

I confirm that I have received a copy of Cartwright's Corner Body Corporate Conduct Rules and that I have read and understood the rules.

Signature of short-term

tenant

Date

Signature of owner

Signed by: Andre Hollander
Signed at: 2024-10-02 10:28:13 +02:00
Reason: Witnessing Andre Hollander

Andre Hollander 

Gill Spreeth