



**HOMEOWNERS' ASSOCIATION**

## **AGREEMENT**

**for**

**BUILDING & RELATED CONTRACTORS**

**including**

**SERVICE CONTRACTORS**

**FOR THE PERIOD**

**6<sup>th</sup> January to 12<sup>th</sup> December 2025**

## **MEMORANDUM OF AGREEMENT**

entered into by and between

### **WHITE RIVER COUNTRY ESTATE HOMEOWNERS ASSOCIATION**

(herein represented by Yvonne Perregil in her capacity as General Manager and hereinafter referred to as the "HOA")

**AND**

---

(herein represented by \_\_\_\_\_ and  
herein after referred to as the "Contractor").

### **WHEREAS**

The Homeowners Association needs to ensure building and related operations, including service contracts on the Estate is conducted with the least inconvenience to other members and residents and within the restrictions of the Building Regulations

**AND**

### **WHEREAS**

Contractors wish to perform certain operations on White River Country Estate

### **NOW THEREFORE IT IS AGREED THAT**

#### **Pre-amble**

Once becoming an owner of fixed property on the Estate, such legal entity automatically becomes a member of the HOA. The operations of the HOA are embodied in its Memorandum of Incorporation (Mol), House Rules and Building Regulations and as a member, such legal entity accepts and acknowledge that it is subject to the Mol and Rules, notwithstanding any other legislation. The members of the HOA also accept, with the transfer of their property that the concept of the estate imposes certain restrictions on the manner in which building operations or services may be undertaken on the estate.

The individual members remain responsible for the appointment of Contractors and it's the duty of the member to ensure Contractors abide by the Rules and Regulations of the Estate. The Contractor in this case, needs to be informed and be knowledgeable of these Rules and Regulations and in order to hold the Contractor accountable for his/her actions, this Agreement is concluded. A registration procedure is followed with the Contractor and the conditions of such relationship are embodied in this agreement.

## **Definitions**

“Agreement”	means this contract.
“Application”	means an application to become a registered Contractor with the White River Country Estate Homeowners Association.
“Building Activity”	means any activity that would change the external or internal aesthetical appearance or structure of a house or building, including any alterations, renovations and/or additions to a house or building, also including erection and/or additions to boundary walls / swimming pools / patio’s / lapas, etc. and or the maintenance thereof.
“Building Material”	means material to be used in a building process, be it sand, stone, bricks, rocks, crushed stone, cement, wood, steel and/or any other similar material.
“Building Rubble”	means material removed from an existing building or stand and/or no longer required, which material needs to be carted away from the stand, including un-used and unwanted Building Material.
“Conduct Rules”	means the Conduct or House Rules and Building Regulations of White River Country Estate Homeowners Association, published in terms of the White River Country Estate Articles of Association.
“Contractor”	Means; <ul style="list-style-type: none"><li>• a building contractor who is preferably registered with the National Home Builders Registration Council (NHBRC) of South Africa and whose business it is to undertake building construction work and include all the employees of such Contractor, deployed from time to time on the Estate as well as all sub-contractors (E.G., plumbers / electricians, etc.) who are appointed and deployed from time to time by the Contractor</li><li>• a service provider, providing a contractual obligation to more than one resident on the estate, which service would span over a wide variety of work, including, but not limited to tiling / painting / installation of gutters or water tanks / installation of air conditioners / installation of fencing, etc.</li><li>• independent contractors like plumbers / electricians / garden services / pool maintenance &amp; repairs / mobile doggy parlors, etc.</li></ul>
“Estate”	means the area associated with the development known as White River Country Estate, and also known as extensions 26, 27, 28, 29, 30, 31, 32, 33, 36, 44, 50, 51, 52, 53, 54, 55, 56, 58 and 59 White River including all stands and other areas and roads on the Estate.
“HOA”	means White River Country Estate Homeowners Association a Non-Profit Company registered in terms of the Companies Act, 2008, with Registration No. 1992/06841/08 and shall include the Board of Directors’, which is authorized, in terms of the Mol, to manage the Estate.
“Member”	means a member of White River Country Estate Homeowners Association.
“Mol”	means the Memorandum of Incorporation of the HOA
“Owner”	means the same as member.
“Property”	means a stand or erf within the estate with and/or without building structures thereon.
“Registered”	means an approved application for registration as Contractor with the White River Country Estate and signed agreement with the Homeowners Association.

“Resident” means a person who resides on a permanent basis in the estate, irrespective whether such person is an owner or a tenant.

## **1. Interpretation**

- 1.1 The clause headings are for convenience only and shall be disregarded in the interpretation of the agreement.
- 1.2 Unless the context indicates otherwise:
  - 1.2.1 Natural person includes legal persons and vice versa;
  - 1.2.2 The masculine includes the feminine or other and vice versa;
  - 1.2.3 Singular includes plural and vice versa.

## **2. Registration Criteria**

The parties do hereby agree that a Contractor shall meet the following criteria to qualify for registration:

- 2.1 The Contractor has completed an application form for registration as per attached Annexure “B”.
- 2.2 The Operations / Security Manager has approved the application in terms of its registration criteria and will take the following into account:
  - Adherence / Non-adherence by the Contractor to the HOA’s Access Control Procedures and other Rules.
  - Complaints / Compliments received from other members regarding the Contractors previous projects undertaken on the Estate.
- 2.3 We recommend that the Building Contractor provide the HOA with a valid certificate, issued per application year by the National Home Builders Registration Council (NHBRC) in respect of the registration of such Building Contractor, with the NHBRC.
- 2.4 Any contractor whose industry require legislative registration, shall provide the HOA with a valid certificate, issued by such industry or regulatory authority in respect of the registration of such contractor for the period applicable to this agreement. Examples of such registrations are certificates for electricians, etc.
- 2.5 The Contractor needs to sign for the acknowledgement and accept the HOA’s Rules and Building Regulations.
- 2.6 Administration fee for the contractor’s application will be R500 for the period of the contract but not exceeding 1 year.

## **3. Registration Duration**

- 3.1 This agreement will become effective from the First day of January 2025 and will terminate on the last day of December 2025.
- 3.2 Applications for registration will be considered within 7 (seven) days upon receipt of **completed** applications.

- 3.3 A Contractor shall register for each and every year he is undertaking a project or providing a service on the Estate, irrespective if such Contractor is undertaking one or more projects per year on the Estate and irrespective if a specific project is lapping from the one year to another.

#### **4. Conditions of Registration**

The Contractor agrees that the following conditions will be adhered to:

- 4.1 Each Contractor, their employees and sub-contractors will apply in terms of the HOA's Access Control Regulations for access to the Estate and such persons shall adhere to the conditions of the Regulations.
- 4.2 The contractor, his employees and/or subcontractors are aware of and have read the Mol, House Rules, and Building Regulations of the HOA and will always adhere to them.
- 4.3 The registered Contractor will accept responsibility for the actions of each of its employees and/or sub-contractors and when a contravention occurs, the Contractor will accept responsibility for such contravention.
- 4.4 Should any employee and/or sub-contractor of the Contractor leave the Estate without the intention to return, especially if the services of such Employee have been terminated or if he/she had re-signed and/or the contract with the subcontractor be terminated, the Contractor shall notify the Estate office immediately of such departure.
- 4.5 No Contractor shall commence with any operations before confirmation is obtained that the service or operations or a building plan has been approved and/or is not required, which confirmation can only be obtained from the HOA.
- 4.6 No Building Contractor shall commence with any operations or building unless.
- The stand pegs are clearly demarcated by a qualified Surveyor and a Beacon Certificate handed in at the Estate Office.
  - The building lines around the property have been demarcated.
  - A Municipal water – and – sewer connections have been established.
- 4.7 A Contractor who is appointed to erect a boundary fence and / or to replace an existing boundary fence and / or to establish or re-establish a garden on any property on the Estate, shall not commence with any work unless:
- The stand pegs are clearly demarcated by a qualified Surveyor and a Beacon Certificate handed in at the Estate Office.
  - A plan / drawing is approved by the HOA after the submission of a small works application.
- 4.8 At a building site for a new building or where extensive building operations are to be undertaken, a green shade-netting screen with an 80% density, must be erected between steel uprights, which uprights should not be placed more than 3m apart and covered with mesh fencing to stabilise and tie the shade net for any building activity and shall be properly maintained at all times around all boundaries of the stand.

The minimum height of this screen shall not be less than 1,8m and shall not exceed 2,1m.

- 4.9 The Building Contractor shall, before commencement of building operations on a vacant stand, ensure that a temporary toilet facility is provided, which structure shall meet the basic requirements of the HOA.
- 4.10 The Contractor shall ensure that no building material and/or building rubble is deposited on the sidewalk and/or on any other property, except the property construction is undertaken on.
- 4.11 The Contractor shall arrange, (pre-clear) in advance with Security for any bulk delivery.
- 4.12 The Contractor noted and understood that the bridge in Bay Hill Drive is a single carriage way with a maximum load capacity of 26 tons, which capacity restriction shall be adhered to, and bulk deliveries shall as far as possible, be re-directed to prevent the crossing of the bridge.
- 4.13 For the purposes of this Agreement the Estate shall be divided into a northern and southern section with the Main Gate as entrance point to the northern section and the South Gate as entrance point to the southern section and the Contractors shall enter the Estate at the gate closes to the building site they work on. Employees of a Contractor shall be registered to enter and egress only at one Gate, being the closes to the building site.
- 4.14 The Contractor shall transport its employees from the Gate to the building site and back, all employees except the driver shall enter and exit the turn style with their back packs for a routine search, all vehicles must be road worthy and licensed.
- 4.15 No employee shall be entitled to walk from one work site to another and/or to walk in the Estate and no Public Open Space/Park or the Golf Course may be entered by any Contractor /employees or his Sub-contractor. Certain contractors can however apply in writing for exceptions in this regard, which could be considered with conditions.
- 4.16 No Contractor may gather or meet with its staff in public on the Estate.
- 4.17 Contractors will be allowed to work from Monday to Friday, between the hours of 07h00 and 17h00. Your biometrics will only allow access during this time.
- 4.18 No Contractors will be allowed to work on the Estate on Saturdays, Sundays or Public Holidays and a compulsory closure of building and other operations will be announced annually by the HOA, normally from the second week in December to the second week in January. The exact dates of the December closure will be given in writing to each Contractor towards the end of each year. Certain emergency work will be permitted on an ad hoc basis during this period of closure.
- 4.19 The Contractor undertakes not to allow any of its employees to be in possession of and/or to use any intoxicating liquor or drugs on the Estate.
- 4.20 The Contractor undertakes and acknowledges that not he nor any of his employees and/or sub-contractors are allowed to overnight on any building site in the Estate.

- 4.21 The Contractor undertakes not to pay its workers on the Estate.
- 4.22 The Contractor will conduct his work with the least possible noise and special attention will be given to lower the tone of voices of its employees, especially early in the mornings.
- 4.23 No Contractor will be allowed to conduct its operations un-determined with a generator as power supply and as a rule, a generator may be used for a maximum continuous period of 3 (three) days, where after the Contractor must connect to the electricity reticulation system.
- 4.24 **The Contractor, its drivers, sub-contractors and/or delivery vehicles shall always adhere to the speed limit of 35 km/h in the Estate and all drivers, and the Contractor shall be in possession of a valid driver's license. Should a Contractor blatantly ignore the speed limit, he/she will receive a first verbal warning and if caught the second time, a fine will be issued and after the second fine, the Contractor will be suspended from the Estate.**
- 4.25 The Contractor undertakes to take the necessary precautions to safeguard and store materials and equipment on the work site and if required, a lockable storage room or container shall be provided and used by the Contractor to store such building material and/or tools and equipment. The HOA will take no responsibility for equipment left overnight on the Estate.
- 4.26 The Contractor undertakes to remove all building rubble within 14 (fourteen) days from generating such rubble from the building site and from the Estate, free from filling material which the Contractor intends to use further in the building process, provided the HOA is notified in advance of the intention to use certain building rubble as filling.
- 4.27 No advertising signboard may be erected anywhere, including the building site worked on, in the Estate by the Contractor. Only legislated safety boards may be erected on the stand boundary of the construction site.
- 4.28 The Contractor shall be liable for any damage affected to any fauna and flora and/or to any infrastructure in the Estate and the HOA will insist on such repairs and/or will recover such costs from the Contractor.
- 4.29 The Contractor shall ensure that all deliveries are undertaken during the permissible building hours and in the event where continuous pouring of cement slabs are required, the Contractor shall ensure that such work commence in time to be finished at 17h00.
- 4.30 The Contractors, employees and sub-contractors shall abide by the National Labour Migration Policy & Amendment Bill of 2022, where no foreigners will be allowed access to the Estate without a Valid / Legal work permit as of 1 January 2023.

## 5. Indemnity

- 5.1 The Contractor hereby waives and abandons all claims which may arise against the HOA from any cause whatsoever connected to this agreement, and whether such claim

arises because of the negligence of the HOA, its Directors, Management, servants, or agents.

- 5.2 The Contractor accordingly hereby irrevocably indemnifies and holds the HOA free from liability against any claims, losses, liabilities, demands, damages, costs, charges, or expenses which the Contractor may sustain arising out of this agreement including any consequential losses.

## **6. Assignment**

The Contractor shall not have the right to cede or assign this agreement or any rights or obligations hereunder to any other party. This clause shall also apply in the event of a change in control of the ownership of any Contractor. In such an event the HOA shall be entitled to summarily cancel this agreement.

## **7. Breach of Agreement**

- 7.1 The parties do hereby agree that any ignorance and/or non-compliance with any condition of this agreement shall constitute a breach of Agreement.
- 7.2 The Contractor agrees and accepts that the HOA shall have the right to issue a 12 (twelve) hour demand for the Contractor to rectify any breach of any condition of this agreement, any law, by-law, conduct rules or direction of the Directors or General Manager of the HOA. Such demand shall be in writing and either emailed to the Contractors number or delivered by hand and, in case of emergency, may also be directed telephonically or verbally (in person) to the Contractor and/or his/her representative on the building site. Should the Contractor fail to comply with the terms of such demand, the HOA shall be entitled, in addition to any other rights available to it in terms of law, to:
- 7.3 Suspend the Contractor, his employees and/or his sub-contractor from the Estate, which suspension may be made permanent with a continues breach of Agreement
- 7.4 Summarily cancel this agreement; and declare that all monies paid to the HOA are forfeited to the HOA; and/or
- 7.5 Declare that this agreement shall not be renewed in the following year; and/or
- 7.6 Institute legal action to recover all losses suffered by the HOA or for any other cause available to the HOA at law.

## **8. Grievance and Communication**

- 8.1 The parties agree and accept that the General Manager of the HOA will be responsible for the execution and monitoring of this agreement. The parties further agree that in the event of any dissatisfaction with a decision taken in terms of this agreement, the Contractor will have a right to raise its grievance by submitting such grievance in writing via the General Manager to the Board of Directors of the HOA, which will, in turn, consider the issue and whose decision shall be final and binding.



8.2 The Contractor agrees and accepts that the Security Company engaged on the Estate would be assisting the General Manager in the monitoring and executing of compliances with this Agreement and should a verbal communication be received by the Contractor from any Security Officer on the Estate, such communication would be accepted as if it was directed by the General Manager.

## **9. Domcilium**

The parties hereby choose as their *domcilium citandi et executandi* for purposes of correspondence and or servicing of notices the following addresses:

HOA: Estate Office – Daleen Schoeman  
11a Pinehurst Drive  
White River Country Estate  
TEL: 013 750 5010

## **CONTRACTOR**

Thus, done and signed at \_\_\_\_\_ on this \_\_\_\_ day  
of \_\_\_\_\_ 2025

## **AS WITNESSES**

1. \_\_\_\_\_ 2. \_\_\_\_\_

## **WRCE**

Thus, done and signed at White River Country Estate on this \_\_\_\_ day of \_\_\_\_\_  
2025

## **AS WITNESSES**

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
**WHITE RIVER COUNTRY ESTATE  
HOMEOWNERS ASSOCIATION**

--- o O o ---



**HOMEOWNERS' ASSOCIATION**

**CONTRACTORS REGISTRATION**

**ANNEXURES**

Building and Related Contractors Agreement	A
Application for Contractors enrollment	B
Contractors Access Application form	C
Contractors Employees Access Application form	D
Access Control policy	E
Building Regulations	F
National Labour Migration Policy & Amendment Bill of 2022	G