



Building Refurbishment Protocol

The Adderley Body Corporate Building Refurbishments Forms

The Adderley Body Corporate Building Refurbishments Forms	1
Renovations & Alteration Rules	2
Acknowledgement and Undertaking by Owner	3
Building Refurbishment	3
Work Details	3
Project Sign Off	5
Building Deposit Returned to Owner	5
Owners Bank Details	5
Plans	6
Building Regulations	7
Signatures	10
Acknowledgement and Undertaking by Contractor	11
Building Refurbishment	11
Signatures	11
Schedule I	12
Work to be done	12
Materials to be supplied	13
Schedule II	14
Special Permission: Jack hammering	18
Other Exceptional Excessive Noise	18
Details	18
Signatures	18
Incident / Damages / Penalties / Complaints	19
Details	19
Building Renovation Fees	20

Renovations & Alteration Rules

The owner must advise the building manager in writing of their desire/plans to renovate/alter their section/s. The written request must be sent to the trustees in the building manager's weekly report, for the trustees' information and approval.

Renovation	• Any structural, plumbing, electrical or exterior changes • To be signed off by the The Adderley Body Corporate nominated architects • To be approved by the trustees at a trustee meeting. • Where a precedent has been set, the architect's approval can be foregone.
Alteration	• Any changes to fittings and fixtures • To be approved by the trustees at a trustee meeting • A damages/clean-up deposit will be decided upon at the trustees meeting. • A like for like change or minor alteration to be authorised by two or more trustees.

The supervisor is responsible for monitoring all renovations and minor/major alterations. Once a job is completed, it is to be signed off by an appointed trustee.

Building Procedure Forms

N.B. Owner and Contractor MUST complete and sign Building Renovation forms before the commencement of any refurbishment

Acknowledgement and Undertaking by Owner

Building Refurbishment

I/we, the undersigned, being the owner/s of the section listed below do hereby -

[delete whichever inapplicable]

1. acknowledge myself/ourselves to be fully acquainted with and bound by the Refurbishment Rules of the Body Corporate, a copy of which is attached hereto and initialled by me/us
2. undertake to comply with all the terms and provisions thereof insofar as they are applicable to the alterations, renovations or improvements which are to be carried out in or to the said premises,
3. acknowledge that I/we have accepted the conditions, if any, which the Trustees of the Body Corporate have attached to their approval of the project and undertake to comply with those conditions.

If there are more than one of us, this document shall bind us jointly and severally.

Work Details	
Section Number:	
Brief Description of Work to be carried out: (Full description to be filled in on Schedule 1 by builder/ contractor)	
Estimated Completion Date	
Actual Commenced Date:	
Actual Completion Date	
Signed at:	
Signed Date:	

Building Manager to complete

Fees (R)

Scrutiny fee for architect:	
Additional Scrutiny fee for architect:	
Acknowledgement and Undertaking Documentation:	
Building Deposit	
Disruption Fees (Monday to Friday (excluding weekends, public holidays, and builders' holidays)	
Signed at:	
Signed Date:	

[Refer to [Building Renovation Fees](#) for a detailed description of fees]

Bank Details

Bank Details:	
Reference	Use your Section Number

Proof of payment to be emailed to: manager@theadderley.co.za

Project Sign Off

-to be completed at end of project

Project Completed Date:	
Trustee Name:	
Trustee Signature:	
Building Manager's Name	
Building Manager's Signature	
Signed at:	
Signed Date:	

[Refer to [Building Renovation Fees](#) for a detailed description of fees]

Building Deposit Returned to Owner

Building Deposit Amount

R _____

Less: Number of Disruption Days

x R150 p/day

R _____

***Less:** Damages (see [Incident / Damages / Penalties / Complaints](#)) _____

R _____

***Less:** Penalties (see [Incident / Damages / Penalties / Complaints](#)) _____

R _____

TOTAL AMOUNT TO BE REFUNDED R _____

Owners Bank Details

ACCOUNT NAME:

BANK: _____ BRANCH NAME / CODE: _____

ACCOUNT NO. Proof of owner's bank details to be attached

Building Manager to complete

Plans

1. Plans

Date Plans handed in: _____ By Whom: _____

(2 copies to be handed in – 1 to be retained by The Adderley Body Corporate)

Approved by Architect: _____ Date: _____

Approved by Trustee: _____ Date: _____

2. Additional Plans

Date Plans handed in: _____ By Whom: _____

(2 copies to be handed in – 1 to be retained by The Adderley Body Corporate)

Approved by Architect: _____ Date: _____

Approved by Trustee: _____ Date: _____

3. Electrical Plans

Date Plans handed in: _____ By Whom: _____

(2 copies to be handed in – 1 to be retained by The Adderley Body Corporate)

Approved by Architect: _____ Date: _____

Approved by Trustee: _____ Date: _____

Building Regulations

1. Alterations, renovations and improvements

- a. No alterations, renovations, or improvements to or of any apartment, garage, maid's room or storeroom may be carried out except in strict compliance with the ensuing provisions of this conduct rule.
- b. Prior to the commencement of any such work, the member whose section is involved ('the owner') **must submit proper detailed scale plans of the proposed alterations, renovation, or improvements** ('the project') in duplicate to the trustees for their approval in writing. The trustees may, but need not necessarily, refer such plans to an architect or other consultant of their choice for perusal and advice as to whether the project complies with all relevant legal requirements and how, if at all, its implementation may affect the body corporate or any of its other members. The cost of this perusal and advice shall be borne by the owner and, if so required by the trustees, paid in advance of the rendering of the services of the architect or consultant. At all events, the trustees shall not unreasonably withhold their approval of the project, after taking all material considerations into account, including any such advice received, but they may grant such approval subject to any reasonable conditions they deem appropriate.
- c. The plans mentioned in 1.b above must show full particulars of the project including all changes to electrics, plumbing, cupboards, doors, windows, hot water systems, and wall, ceiling and floor finishes, and any burglar bars. Details of colours, designs and the like must be included insofar as any exterior finishes are concerned. If the project involves the alteration or renovation of any kitchen cupboards, the plans must clearly show the existing concrete plinth and the extent, if any, to which this is to be altered or removed.
- d. Once the trustees have approved of the project in writing, the owner must procure that the following steps are taken before the work commences:
 - i. The plans must be submitted by or on behalf of the owner to the Building Survey Department of the Cape Town City Council or its lawful successor for approval (unless this step is unnecessary).
 - ii. The owner must sign a written acknowledgement and undertaking in favour of the body corporate in a form approved of by the trustees in which the owner acknowledges that he is fully acquainted with these rules and the conditions, if any, of the trustees' approval, and undertakes to comply therewith. (Such undertaking shall then subsist alongside these rules but shall not detract from any of the rights or remedies of the body corporate specified under the conduct rules)
 - iii. A similar acknowledgement and undertaking in favour of the body corporate must be signed by each and every contractor and subcontractor who is to carry out work in or on the project.
 - iv. The owner must pay to the body corporate –
 1. if not already paid, the charges of the architect or consultant engaged by the trustees in terms of 1.b above,
 2. a fair and reasonable amount determined by the Trustees as a charge by the body corporate in connection with the acknowledgements and undertakings mentioned in 1.b above, and
 3. a deposit, the amount of which shall be such as will have been determined by

the trustees to be applicable for the time being in this respect, to be held by the body corporate and applied, insofar as may be required, towards the costs of making good any damage to the common property or any section caused by the implementation of the project or any related activities and the costs of all necessary cleaning up and rubble removal resulting from the project or from such making good – all of which costs shall be the liability of the owner and which deposit shall not limit such liability, provided that if there is an eventual excess of the amount of the deposit over the amount of the liability, such excess shall be refunded to the owner.

- v. The owner must give the supervisor at least 48 hours' prior written notice of commencement of the work and in such notice also state the intended completion date of the project.
- e. In addition to the payments provided for in 1.d above and elsewhere in this conduct rule, the owner shall compensate the body corporate for the general disruption, wear and tear caused by the project by means of successive equal monthly payments to be made throughout the duration of the work on the due dates of the owner's monthly contributions to the body corporate's levies fund. The amount of each such payment shall be a fair and reasonable sum determined by the trustees as being generally applicable to the circumstances for the time being. The first payment shall be made in the month in which the work commences, and payments shall continue until the project is completed and all work, workmen and materials have left the site.
- f. Unless the affected section is in an outbuilding, access to and from the section which is the subject of the project (whether for contractors, sub-contractors, other workers, tools, equipment, materials, or anything else used or to be used in connection with the job) The use of fire escape doors by any contractor, sub-contractor or workman is prohibited save in the event of a fire.
- g. Building work is strictly prohibited outside the hours between 08:00 and 16:30 on weekdays, i.e., Mondays to Fridays, (public holidays excluded), and complete silence is to be observed between the hours of 13:00 and 14:00 every working day. All contractors, sub-contractors and workmen must leave the property before 16:45 on any working day. Whilst building work is of its nature a source of noise disturbance, it shall be the duty of the owner to take all reasonable measures to ensure that all workmen and others engaged on the work conduct themselves in, on and about the property with due regard for the rules and with due consideration for the fact that the property comprises a block of residential apartments where noise other than that of the building work itself and inappropriate personal behaviour can be offensive and disturbing to residents and others.
- h. No vehicle connected with the project shall be allowed onto the property except while the driver remains present in or at such vehicle. All unattended vehicles shall be parked outside the property.
- i. The supervisor shall be given at least 24 hours' advance notice of any forthcoming excessive or exceptional noise. At all events, no jackhammer or "kango" hammer may be used without the prior written consent of the supervisor and then only during such hours as he may stipulate.

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- j. No column, ceiling, structural or load-bearing wall may be interfered with in any way whatsoever, including by the drilling of holes.
 - k. The overflow from hot water cylinders must discharge into an internal waste pipe via a "rainwater head" or into the kitchen sink, basin or bath if such overflow is easily visible throughout the process.
 - l. The owner shall ensure that throughout the course of the work unlimited, unhindered access to the section, the project and all parts and aspects thereof is at all times available to the supervisor and to the architect or other adviser to or representative of the body corporate or the trustees.
 - m. All apertures in the air-wells must be covered by Masonite or other suitable material to contain noise and dust resulting from the work.
 - n. No wheelbarrows may be used inside the main building. All materials and rubble liable to cause a mess are to be conveyed in hard rubber garbage bins. The use of bags, sacks and packets is not permitted.
 - o. No materials or rubble may be left in or on the common property overnight.
 - p. Any window replacement shall be effected without undue delay, and no open gap may be left uncovered overnight in consequence of the removal of a window.
 - q. No chute for the removal of rubbish or rubble may be erected without the prior written consent of the supervisor, who in giving any such consent may stipulate precisely where the chute must be positioned.
 - r. Insofar as is possible all preparation work by electricians, plumbers and tilers shall be completed during the initial stages of the contract whilst the demolition work is carried out.
 - s. No burglar bar or safety gate of any description may be fitted over any window or door without the prior written consent of the trustees. In applying for such consent, the owner must submit a detailed drawing of the proposed construction with details of the finish and colour of the fitting.
 - t. Nobody may interfere with, disconnect or reconnect the television aerial installation or any part thereof other than the body corporate's regular television aerial service technician.
 - u. The owner must ensure that throughout the project all parts of the common property are kept in a clean, tidy and orderly condition.
 - v. The owner shall be solely and entirely responsible to the body corporate and all other members respectively for all the acts and omissions of all contractors, sub-contractors, their employees, other workers and other persons whomsoever engaged or involved in or on the project from time to time while they are in or on the property (even while not actually so engaged) and shall be liable for, and make good or pay for, any and all loss or damage caused to the body corporate or any other member by any such act or omission or otherwise by reason of the carrying out of the project. If the owner fails to make good any such loss or

damages suffered by another member within a reasonable time after having been required to do so, the trustees may (but shall not be obliged to) do so on behalf of the body corporate and recover such outlay from the owner on demand.

- w. In the event of the owner installing a hot water cylinder which exceeds 150 kpa, he must ensure that such installation is done simultaneously with the re-plumbing of all piping leading from such cylinder to all outlets.
- x. All flooring made of or with tiles, timber, cork or any like material must be fitted with padding to prevent footsteps being audible in premises below the site.
- y. No consent or approval of the supervisor required in terms of this conduct rule shall be unreasonably withheld.
- z. Redecoration of the interior of an apartment by painting, wallpapering, and carpeting or any minor repair work carried out in any section shall not constitute an alteration, renovation or improvement requiring compliance with this conduct rule.

Signatures

Owner's Name:	
Owner's Signature:	
Building Manager's Name	
Building Manager's Signature	
Witness' Signature:	
Signed at:	
Signed Date:	

Acknowledgement and Undertaking by Contractor

Building Refurbishment

I/we, the undersigned contractor, do hereby -

1. warrant to you that I/we have been engaged to carry out the work and/or supply the materials described or referred to in Schedule I to this document in connection with the alterations, renovations or improvements being or to be carried out in or to the section listed below.
2. acknowledge and declare that I/we have acquainted myself/ourselves fully with the extract appearing as Schedule II to this document from the Refurbishment Rules of The Adderley Body Corporate in relation to projects such as the Project; and
3. agree and undertake to be bound by the terms and provisions of the said Schedule II and to observe the same and comply therewith fully and in all respects, and to procure the same observance thereof and compliance thereof by all sub-contractors, employees and other persons engaged or employed or otherwise used by me/us in, on or in connection with the Project or any part or parts thereof, hereby indemnifying you and each of your members and residents against all and any losses, damages and costs which may be suffered, sustained or incurred in consequence of any acts or omissions that are contrary to any of these undertakings.
4. If there is more than one of us, this document shall bind us jointly and severally.
5. If signing in a representative capacity, I/we warrant my/our authority to bind my/our principal to this document.

Signatures

Contractor's Representative:	
Contractor's Signature:	
Building Manager's Name	
Building Manager's Signature	
Witness' Signature:	
Signed at:	
Signed Date:	

One copy of this form is to be given to the contractor once signed.

Schedule I

Schedules I and II as follows - must be initialled by signatory and witness

Work to be done [Brief description of work to be done and/or materials to be supplied – to be filled in by contractor]

Materials to be supplied

Initial Contractor	Initial Witness
RA	

Schedule II

1. Alterations, renovations and improvements

- a. No alterations, renovations, or improvements to or of any apartment, garage, maid's room or storeroom may be carried out except in strict compliance with the ensuing provisions of this conduct rule.
- b. Prior to the commencement of any such work, the member whose section is involved ('the owner') must submit proper detailed scale plans of the proposed alterations, renovation, or improvements ('the project') in duplicate to the trustees for their approval in writing. The trustees may, but need not necessarily, refer such plans to an architect or other consultant of their choice for perusal and advice as to whether the project complies with all relevant legal requirements and how, if at all, its implementation may affect the body corporate or any of its other members. The cost of this perusal and advice shall be borne by the owner and, if so required by the trustees, paid in advance of the rendering of the services of the architect or consultant. At all events, the trustees shall not unreasonably withhold their approval of the project, after taking all material considerations into account, including any such advice received, but they may grant such approval subject to any reasonable conditions they deem appropriate.
- c. The plans mentioned in 1.b above must show full particulars of the project including all changes to electrics, plumbing, cupboards, doors, windows, hot water systems, and wall, ceiling and floor finishes, and any burglar bars. Details of colours, designs and the like must be included insofar as any exterior finishes are concerned. If the project involves the alteration or renovation of any kitchen cupboards, the plans must clearly show the existing concrete plinth and the extent, if any, to which this is to be altered or removed.
- d. Once the trustees have approved of the project in writing, the owner must procure that the following steps are taken before the work commences:
 - The plans must be submitted by or on behalf of the owner to the Building Survey Department of the Cape Town City Council or its lawful successor for approval (unless this step is unnecessary).
 - The owner must sign a written acknowledgement and undertaking in favour of the body corporate in a form approved of by the trustees in which the owner acknowledges that he is fully acquainted with these rules and the conditions, if any, of the trustees' approval, and undertakes to comply therewith. (Such undertaking shall then subsist alongside these rules but shall not detract from any of the rights or remedies of the body corporate specified under the conduct rules)
 - A similar acknowledgement and undertaking in favour of the body corporate must be signed by each and every contractor and subcontractor who is to carry out work in or on the project.
 - The owner must pay to the body corporate –
 - if not already paid, the charges of the architect or consultant engaged by the trustees in terms of 1.b above,
 - a fair and reasonable amount determined by the Trustees as a charge by the body corporate in connection with the acknowledgements and undertakings mentioned in 1.b above, and
 - a deposit, the amount of which shall be such as will have been determined by

the trustees to be applicable for the time being in this respect, to be held by the body corporate and applied, insofar as may be required, towards the costs of making good any damage to the common property or any section caused by the implementation of the project or any related activities and the costs of all necessary cleaning up and rubble removal resulting from the project or from such making good – all of which costs shall be the liability of the owner and which deposit shall not limit such liability, provided that if there is an eventual excess of the amount of the deposit over the amount of the liability, such excess shall be refunded to the owner.

- The owner must give the Manager at least 1 week prior written notice of commencement of the work and in such notice also state the intended completion date of the project.
- e. In addition to the payments provided for in 1.d above and elsewhere in this conduct rule, the owner shall compensate the body corporate for the general disruption, wear and tear caused by the project by means of successive equal monthly payments to be made throughout the duration of the work on the due dates of the owner's monthly contributions to the body corporate's levies fund. The amount of each such payment shall be a fair and reasonable sum determined by the trustees as being generally applicable to the circumstances for the time being. The first payment shall be made in the month in which the work commences, and payments shall continue until the project is completed and all work, workmen and materials have left the site.
- f. Unless the affected section is in an outbuilding, access to and from the section which is the subject of the project (whether for contractors, sub-contractors, other workers, tools, equipment, materials, or anything else used or to be used in connection with the job) lifts are NOT to be used. The use of fire escape doors by any contractor, sub-contractor or workman is prohibited save in the event of a fire. Contractors to ensure stairwells and passages are cleaned daily.
- g. Building work is strictly prohibited outside the hours **between 08:00 and 16:30 on weekdays, i.e., Mondays to Fridays, (public holidays excluded), and complete silence is to be observed between the hours of 13:00 and 14:00 every working day. All contractors, sub-contractors and workmen must leave the property before 16:45 on any working day.** Whilst building work is of its nature a source of noise disturbance, it shall be the duty of the owner to take all reasonable measures to ensure that all workmen and others engaged on the work conduct themselves in, on and about the property with due regard for the rules and with due consideration for the fact that the property comprises a block of residential apartments where noise other than that of the building work itself and inappropriate personal behaviour can be offensive and disturbing to residents and others.
- h. Security will allocate parking for the contractor per project. No vehicle connected with the project shall be allowed onto the property without prior authorization. One contractor per project..
- i. The supervisor shall be given at least 24 hours' advance notice of any forthcoming excessive or exceptional noise. At all events, no jackhammer may be used. No column, ceiling, structural or load-bearing wall may be interfered with in any way whatsoever,

including by the drilling of holes.

- j. The overflow from hot water cylinders must discharge into an internal waste pipe via a "rainwater head" or into the kitchen sink, basin or bath if such overflow is easily visible throughout the process.
- k. The owner shall ensure that throughout the course of the work unlimited, unhindered access to the section, the project and all parts and aspects thereof is at all times available to the supervisor and to the architect or other adviser to or representative of the body corporate or the trustees.
- l. All apertures in the air-wells must be covered by Masonite or other suitable material to contain noise and dust resulting from the work.
- m. No wheelbarrows may be used inside the main building. All materials and rubble liable to cause a mess are to be conveyed in hard rubber garbage bins. The use of bags, sacks and packets is not permitted.
- n. No materials or rubble may be left in or on the common property overnight. If rubble is not removed at the end of each working day, it must be deposited in a waste skip positioned where indicated by the supervisor.
- o. Any window replacement shall be effected without undue delay, and no open gap may be left uncovered overnight in consequence of the removal of a window.
- p. No chute for the removal of rubbish or rubble may be erected without the prior written consent of the supervisor, who in giving any such consent may stipulate precisely where the chute must be positioned.
- q. Insofar as is possible all preparation work by electricians, plumbers and tilers shall be completed during the initial stages of the contract whilst the demolition work is carried out.
- r. No burglar bar or safety gate of any description may be fitted over any window or door without the prior written consent of the trustees. In applying for such consent, the owner must submit a detailed drawing of the proposed construction with details of the finish and colour of the fitting.
- s. Nobody may interfere with, disconnect or reconnect the television aerial installation or any part thereof other than the body corporate's regular television aerial service technician.
- t. The owner must ensure that throughout the project all parts of the common property are kept in a clean, tidy and orderly condition.
- u. The owner shall be solely and entirely responsible to the body corporate and all other members respectively for all the acts and omissions of all contractors, sub-contractors, their employees, other workers and other persons whomsoever engaged or involved in or on the project from time to time while they are in or on the property (even while not actually so engaged) and shall be liable for, and make good or pay for, any and all loss or damage caused to the body corporate or any other member by any such act or omission or otherwise

by reason of the carrying out of the project. If the owner fails to make good any such loss or damages suffered by another member within a reasonable time after having been required to do so, the trustees may (but shall not be obliged to) do so on behalf of the body corporate and recover such outlay from the owner on demand.

- v. In the event of the owner installing a hot water cylinder which exceeds 150 kpa, he must ensure that such installation is done simultaneously with the re-plumbing of all piping leading from such cylinder to all outlets.
- w. All flooring made of or with tiles, timber, cork or any like material must be fitted with padding to prevent footsteps being audible in premises below the site.
- x. No consent or approval of the supervisor required in terms of this conduct rule shall be unreasonably withheld.
- y. Redecoration of the interior of an apartment by painting, wallpapering, and carpeting or any minor repair work carried out in any section shall not constitute an alteration, renovation or improvement requiring compliance with this conduct rule

Special Permission: Chipper Other Exceptional Excessive Noise

Permission must be obtained 48 hours prior to work commencing.

Details	
Person in Authority:	
Email / Telephone	
Date and Times for planned disruption:	
Brief description of job requiring special permission due to disruptive nature (e.g., jack-hammering, or other exceptional / excessive noise)	
Signed at:	
Signed Date:	

Signatures	
Trustee Signature / Date	
Building Manager Signature/Date:	

- The Building Manager is to notify affected persons of noise; to ensure that the hours specified above are limited to the least time possible; and the hours as agreed to are complied with

Incident / Damages / Penalties / Complaints

Whether or not accountability has been proved or not - If major damage, attach a separate report.

Details

Type of Incident (Damage/Penalty/Complaint)	
Date:	
Registered by:	
Section / Area	
Summary:	
Action Taken	
Signed at:	
Signed Date:	

For further incident / damage / complaint reporting, add an additional page to this document.

Building Renovation Fees

Fees Payable

1. Scrutiny Fees (Renovation Rule 1.b and 1.d.iv) To be paid prior to the architect looking at plans. <i>Please Note : The architect may charge further scrutiny fees if there are amendments to the plans.</i>	R400 / R800 depending on complexity of project To be confirmed with supervisor when handing in plans
2. Acknowledgement and Undertaking by Owner and Builder (Renovation Rule 1.d.ii and iv) To be paid before a letter for council approval given to the owner.	R500
3. Building Deposit (Renovation Rule 1.d.iv) To be paid and confirmed at least 48 hours prior to any commencement of building work	Minor Project: R 3,000 Minor Project: R10,000 Major Project: R30,000 To be confirmed with building manager when handing in plans
4. Disruption Fee Renovation Rule 1.d.iv and 1.e) To be added to levy statements for monthly payments A compulsory fee of R150 per day throughout the duration of the period of work (whether there are workmen on site or not), excluding weekends and public holidays, except when the work is suspended during builder's holidays or by arrangement with the supervisor	R150 p/day

Bank Details

Bank Details:	THE ADDERLEY BODY CORPORATE FNB Current Account Account number : 63055271571 Branch Code 250655
Reference	Use your Section Number

Proof of payment to be emailed to: manager@theadderley.co.za

