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# APPLICATION TO MAKE ALTERATIONS AND/OR RENOVATIONS

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APPLICANT:

\_\_\_\_\_

APT. TO BE WORKED:

SUBMISSION DATE:

\_\_\_\_\_

\_\_\_\_\_

Project Description:

\_\_\_\_\_

**\*OWNERS - SUBMIT ONLY PAGES: 1, 3, 8 & 9. (2 Copies)**

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## BODY CORPORATE

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Vers. 1.7 - Mar 2019

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### **BODY CORPORATE RESPONSE:**

APPROVED       APPROVAL **ONLY WITH DISRUPTION FORM**

DISRUPTION FORM REQD      SIGNED: \_\_\_\_\_

NOT APPROVED      DATED: \_\_\_\_\_

COMMENTS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**\*\*Please see any further Trustee imposed Conditions on the additional page attached to this agreement.**

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**PREFACE**

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The purpose of this document is to introduce a fair procedure that allows Owners to apply to make Alterations and / or Renovations to their respective and *existing* apartments but maintaining some sort of control and order to protect the privacy and peace of our Community and maintaining the synergy, style and character of “the Building” as a whole.

It is appreciated that as “the Building” ages, some Owners (both New and Old) will wish to make some changes within their units. i.e. Balconies (Glass), Bathrooms and Kitchens.

This application is meant for work that entails noise, heavy lift usage, hammering, extended period of contractor presence and other such work that may inhibit the peace, privacy and the normal daily living of others. Where **NOISE** is a factor of the schedule of work, then a **DISRUPTION FORM** (Home Library – CS website) *is required to be attached to enable communication to allow all residents to best plan their time during the foreseen disruption.*

With such work come the added problems of access and security.

It is because of all of the above such an application protocol was deemed to be necessary for the protection of our community in Cape Sands and is in accordance with sub-rule § 5.1 of the Conduct Rules.

**PART 1 - THE APPLICATION**

I/We, the undersigned, hereby make application to the Trustees of the Cape Sands Body Corporate, to make alterations/renovations as described by me/us below and I/we undertake to comply with the conditions set out hereinafter.

The page below is to be completed by the Applicant who must be the owner of the Section (apartment -Apt.) or EUA concerned and must sign on page 8 in **PART 2 – CONDITIONS** of this application hereto after having studied the conditions; providing TWO (2) copies (pages 2, 3, 8 & 9) of this document for submission to the Board of Trustees/ Chairman.

NAME (Owner): \_\_\_\_\_

(Applicant): \_\_\_\_\_

FLAT /EUA Nr: \_\_\_\_\_

**DESCRIPTION OF ALTERATIONS / RENOVATIONS / BUILD-OUT**

**PLANS SUBMITTED**

YES       NO       BODY CORPORATE       LOCAL AUTHORITY

**VISUAL IMPACT**

(If any change proposed that will be visible from the exterior of the section give details here i.e. glassing in of balconies. - if not state "none"):

\_\_\_\_\_

**DISRUPTION FACTOR**

Is there any element of extensive Brick/Tile removal (Chopping) and/or drilling involving **Noise**? **If YES, then Disruption Form MUST accompany Application.**

\_\_\_\_\_

**WORK SCHEDULE / DISRUPTION FORM ATTACHED?**

YES       NO

**WORK TIME PERIOD**

(State the period of time in which you undertake to complete the work).

\_\_\_\_\_ DAYS      \_\_\_\_\_ WEEKS\* / MONTHS\* (**DISRUPTION** Form Required)\*

**START DATE:** (Date of Project start).

**COMPLETION DATE:**

\_\_\_\_\_

\_\_\_\_\_

**ESTIMATE OF PROJECT COST**

**ZAR** \_\_\_\_\_

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**PART 2 - CONDITIONS**

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The conditions set out herein are made in the interests of all who have invested and or live in Cape Sands. 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 and diligent care and with due and proper consideration for the remaining owners and occupants of “the Building”. These conditions have been framed accordingly - it is the duty of the Trustees and the Building Manager to see that they are adhered to. Your co-operation with them is earnestly requested.

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**COMPLIANCE and HEALTH and SAFETY ADHERENCE (OHS)**

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All Compliance with these PART 2 - Conditions and the Body Corporate Conduct Rules must be strictly observed.

Special attention is drawn to sub-rules **§4, §5 & §8** of the Conduct Rules explicitly:-

- **§4. DAMAGE TO COMMON PROPERTY**
- **§5. EXTERNAL APPEARANCE OF SECTION & EXCLUSIVE USE AREAS**
- **§8. HEALTH & SAFETY** – Any and all contractors and sub-contractors will have to produce evidence and the appropriate certificates of approval and compliance that they operate according to the **Occupational Health and Safety Act (OHS)**, which is applicable law in South Africa.
  - It is the Trustees’ responsibility to ensure that the employees, contractors etc. who are employed or contracted by the BC (Owners) comply with the country’s laws, i.e. OHS.
  - It is equally the Owner Applicant’s responsibilities to ensure all his/her contractors and sub – contractors operate, are qualified and are audited as fully compliant with the specifications laid out in the OHS Act of South Africa.

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**DEFINITIONS**

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The following broad definitions will apply:

- I. **The Building** shall refer to the external and internal areas/structures as a whole and in Toto, parking decks, garages, Balconies, pool and all garden areas pertaining to the section title scheme known as: CAPE SANDS; address: 202 BEACH ROAD, STRAND – 7140.
- II. **Alterations** shall mean any work involving structural alterations or additions to a section or unit including the removal, creation or modification of a wall or any structural part of “the Building” and shall include any alterations, modifications or decorative work which affects the exterior appearance of a section or unit.
- III. **Renovations** shall mean any internal redecoration or refurbishment of the existing exterior of a unit or section including the replacement, removal or creation of internal fittings such as kitchen and other cupboards, sanitary ware, floor coverings, etc.
- IV. **Applicant** shall mean the Owner/ Applicant of the Unit/Apartment to such work being applied for within this document.
- V. **Owners** shall mean all other owners other than the applicant him/herself.

- VI. **Contractor(s)** shall mean those personnel / companies contracted by the applicant to undertake such as being hereby applied for.
- VII. **Access** shall refer to Parking levels B1 and B2; the Inner and Outer emergency stairs; the three main entrances A/B, C/D, E/F and the corresponding lifts.
- VIII. **The Works**: collectively the Alterations and Renovations defined above.

The Trustees will be the sole and final judge as to whether the work proposed constitutes "Alterations" or "Renovations" or "complete build-out" as referred to herein.

**The procedure for obtaining approval is as follows:**

**ALTERATIONS**

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Where alterations as defined above are involved:-

1. This application with a sketch plan of the proposed alterations must be submitted to the Trustees for agreement in principle to be obtained from the Trustees.
2. Thereafter, it is the responsibility of the applicant to see that, if necessary and if requested by the Body Corporate, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the Cape Town City Council.
3. A copy of the plans as approved by the Cape Town City Council must be submitted to the Trustees; alternatively the Trustees must be supplied with evidence satisfactory to them that Council approval is not required.
4. If the Trustees consider it necessary they shall be entitled at the cost of the applicant to seek the advice of an architect (or other professional assistance) as to the acceptability of the proposals.

**RENOVATIONS:**

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Where only renovations as defined above are proposed, this application should also be submitted to the Board of Trustees for approval.

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**CONDITIONS COMMON**

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5. Confirmation that the work may proceed will be conveyed to the applicant by the Trustees with whom a date for the commencement of the work shall be agreed.
6. The Trustees may also impose such conditions as they deem reasonable, including conditions relating to access by contractor's workmen and the maintenance of security within "the Building"
7. No work may be started until approval has been conveyed as above.
8. In accordance with Conduct Rule sub-rule §7.5.2, any work done in pursuance of this Application and involving noise, must be done on **weekdays during the hours 08h00 to 17h00. Work of a non-noisy nature may be done on Saturdays during the hours 08h00 to 13h00.** No work may be done on Sundays or Public Holidays. In addition the owner/applicant must give five days' notice to the Body Corporate and to immediate neighbours of any work which will cause excessive noise or create excessive dust and at the same time stating the duration of such works.
9. The respective and allocated lift must be, *prior to any work starting*, have the protective curtains installed. These can be ordered in advance from the Building Manager. All protections to remain in place and be fully functional throughout the period of The Works. Damage to any protective coverings will be to the account of the Applicant
10. **Only** the respective lift as allocated in §14 may be used by workmen or materials and only pneumatically tyred wheelbarrows may be used. The maximum weight allowed for the lifts is **1000 kgs.**; however it is strongly requested that only  $\frac{3}{4}$  weight capacity be used i.e. **750 kgs** as a contractors' constant usage maximum.
11. Contractors must clean up common property each afternoon before leaving the site. If this is not done it is understood that "the Building's" cleaning staff will do so at overtime rates, at the applicant's expense.
12. All rubble must be collected in bags and stored within the section being altered, until a vehicle is available on site to cart it away. Under no circumstances may rubble be placed on any part of the common property.
13. Body Corporate electricity and associated points of supply (i.e. Lift Lobby passage plugs) may be used only with the written permission of the Trustees in which case a charge will be assessed for the electricity consumed for the account of the owner.
14. Excessive use of the lift during alterations will reflect in a substantial increase in the electricity charges accruing to the Body Corporate's electricity account for the period. Lift utilisation can and will be monitored to assess any excess usage above the norm; together with an estimated pro rata charge to cover additional wear and tear and maintenance of the lift equipment and machinery.
15. Equally the increase in the number of units of electricity consumed above the average for the same period of the previous year will be charged to the applicant.
16. All doors, windows and glass (Balcony systems) being installed must conform in outward appearance with other doors, windows and frameless glass systems installed in similar positions elsewhere in the building.
17. No radios or music are allowed in "The Building" during The Works and no smoking is permitted by any of its workmen within or in the immediate vicinity outside "The Building".

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**SECURITY; SITE INSPECTION AND ONSITE SAFETY AUDITS**

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18. The Applicant undertakes to inform and coordinate with the Building Manager informing him of the actual start date and the number of personnel involved requiring access; and equally informing him when the site is complete and clear.
19. The “Contractor in House Notification form(s)” will be completed and kept up to date and submitted to the Building Manager. This to include contractor vehicle registrations that are using the A/B or E/F Residential parking. Form is on the website – Owner’s Library.
20. The applicant is responsible that access to “the Building” is controlled by his contractor(s) and the applicant accepts responsibility for any contravention in security and any subsequent consequences.
21. The Body Corporate and the Building Manager reserve the right to inspect the site as they see fit. Access to the site will not be restricted by the applicant or the contractor(s).
22. **Entry to “the Building”**. Access by the contractor and his personnel is restricted to a single entry point designated by the Body Corporate at time of approval.

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**INDEMNIFICATION; LIABILITY AND COSTS**

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23. The Owner applicant indemnifies the Body Corporate and its Trustees in respect of any damage caused to its common property, including the lift, either inside or outside “the Building” and accepts all liability, responsibility, costs and expenses therefore.
24. The Owner applicant accepts responsibility for any damage caused by him or his contractors and any such future consequences of such renovations/alterations to common property as mentioned in PART 1. and/or to other units in the block and indemnifies other owners against such damage.
25. In compliance with the OHS Act, of the necessity to hire the services of a qualified Health and Safety Officer for onsite audits, the cost of which will be borne by the Owner applicant. (circa. R 3,700.00)

**INDEMNITY – Ref: Annexure 2 Conduct Rules - sub rule §5.1.3.**

In terms of section 3(1)(p) of the Sectional Titles Schemes Management Act 8 of 2011 (“the STSMA”), ***the body corporate must ensure compliance with any law relating to the common property or to any improvement of land comprised in the common property.***

In pursuant to the above, the Applicant *must* ensure that his/her contractor(s) *each* complete the **Indemnity form attached as found as Appendix A**. This form indemnifies both the Trustees and the body corporate from any death, bodily injury, illness, or other damage.

The trustees will ensure that each contractor appointed by the owner/applicant has completed the aforementioned indemnity form ***prior to allowing the work to commence.***

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**INSURANCE**

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26. The Applicant must ensure that suitable insurance cover with a reputable company is in place to adequately cover the total liability of the project risk. The Applicant must be

prepared to present such documental proof of such insurance cover to the Body Corporate.

- 27. The Applicant is to ensure that the Contractor is adequately qualified to carry out such work applied for and the contractor is suitably insured for his personnel, equipment, and material and construction site including all consequential risks to “the Building” or any part of it.
- 28. Copies of the certificates should be deposited/made available to the Body Corporate and no person / firm / company / event shall start until adequate insurance is in place.

**RESPONSIBILITY AND STANDARDS**

- 29. It is the responsibility of the applicant to ensure that their contractors and workmen comply herewith and accepts these conditions. Owners are hereby advised that the Building Manager of the complex has been authorised by the Trustees of the Body Corporate to act on their behalf in ensuring that the work undertaken is that approved by the Trustees and that all contractors are abiding with the conditions of this procedure.
- 30. The Body Corporate reserve the right to impose standards more stringent at any time should they feel that those previously set are not sufficient or are not being complied with.
- 31. Failure to comply with any of these terms will allow the Trustees to suspend the Works until compliance.
- 32. All notices to be in writing served on the owner of the apartment that are subject to this application.

I / We hereby accept the above and make application accordingly. The Owner Applicant(s) acknowledge that they have read and understood the contents of this application and agree to abide by it.

\_\_\_\_\_  
**Signature: OWNER(s) Only**

**Place:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**OWNERS:  
SUBMIT ONLY PAGES:  
1, 3, 8 & 9(2 copies)**



**APPENDIX A – INDEMNITY AGREEMENT**

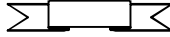
Agreement of Indemnification dated \_\_\_\_\_ (Date)

Between

Contractor / sub - contractor \_\_\_\_\_ (The Undersigned)

And

The Trustees and Body Corporate of Cape Sands (Indemnitees).



I, the Undersigned, as the contracting party temporarily employed by Owner / Applicant \_\_\_\_\_ (name of owner) of Apartment \_\_\_\_\_, do severally agree to indemnify and hold harmless the Trustees and the Body Corporate of Cape Sands and assigns from any claim, action, liability, loss, any death, bodily injury, illness, and /or damage or suit arising from the following applied for renovation and/or alterations works contained in this associated application, namely:

\_\_\_\_\_  
\_\_\_\_\_

Where any claim is asserted, the Indemnitees shall provide the Undersigned with a reasonable and timely notice of same in writing.

Thereafter, the Undersigned shall at its own expense defend, protect and hold harmless the Indemnitees against said claim or any loss or liability resulting therefrom.

Should the Undersigned fail to so defend and / or indemnify and hold harmless, then, in such case, the Indemnitees shall have full rights to defend, pay or settle said claim on their own behalf without notice to the owner /applicant, the Undersigned, for all fees, costs, and payments made or agreed to be paid to discharge said claim.

I, \_\_\_\_\_ (the Undersigned) agree to pay all reasonable attorneys' fees necessary to enforce said indemnification.

This agreement shall be unlimited as to amount but cease on successful completion of the applied works mutually to both parties as detailed in this application, and it shall be binding upon and inure to the benefit of the parties, their successors, assigns and personal agents and representatives.

Signed this \_\_\_\_\_ (Date) By: \_\_\_\_\_ (The Undersigned)

In the presence of: \_\_\_\_\_

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**APPENDIX B - EXPANDED or ADDITIONAL TRUSTEE CONDITIONS and REMARKS**

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