



ELIDZ DEVELOPMENT MANUAL

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ELIDZ DEVELOPMENT MANUAL

1.0 GLOSSARY OF TERMS

Unless such meaning is inconsistent with the context, the following terms shall throughout this Manual have the meanings respectively ascribed to them, namely:

1.1	Applicant	The person, firm or body applying for one or more of the Basic Services from the ELIDZ or for any alterations thereto or special features connected therewith.
1.2	As-built Drawings	CAD and GIS drawings showing the "As-built" details of the project.
1.3	Basic Services	The services which are essential to all IDZ Enterprises, ie the Municipal-Type Services (electricity supply, water supply, wastewater drainage and refuse removal and disposal); and the IDZ Estate Services, which the ELIDZ provides for the benefit of the IDZ Estate as a whole. It does not include any Optional Services which the ELIDZ may offer on a commercial basis.
1.4	BCM	Buffalo City Municipality
1.5	Build-to Line	The street building line upon which at least 50% of the building elevation must be positioned.
1.6	CEMP	The Construction Environmental Management Plan, which Developers are required to apply to all construction activities within the IDZ in order to minimize the adverse environmental effects of the construction work.
1.7	DEAET	The Eastern Cape's Department of Economic Affairs, Environment & Tourism
1.8	Developer	The Property Owner (or Tenant) or his appointed agent who is responsible for the development of a project.
1.9	Development Proposal	A proposal to improve land within the IDZ Estate by the erection or modification of a building or buildings on such land or by providing or altering any other facilities on the land.
1.10	DRC	The Development Review Committee, which has been established by the ELIDZ for the purpose of monitoring and controlling development within the IDZ.
1.11	ECSA	Engineering Council of South Africa

1.12	ELIDZ	The East London Industrial Development Zone (Pty) Ltd, a private company established under that name bearing registration number 2003/012647/07 and registered in terms of the Companies Act.
1.13	EMS	The Environmental Management System which the ELIDZ has developed to ensure that all activities within the IDZ Estate will be ISO 14001 compliant.
1.14	Energy Efficiency Compliance Certificate	A certificate issued by an ECSA Registered Professional Engineer (or a Certified Energy Manager, accredited by the South African Association for Energy Efficiency) certifying that the electricity supply is compliant with the ELIDZ's Energy Efficiency Specification for Electricity Supplies.
1.15	FAR	Floor Area Ratio – the maximum permissible floor area of a building in relation to the area of an erf.
1.16	Forecourt Fence	A fence separating any factory grounds from the factory forecourt.
1.17	Gross Leasable Area (GLA)	The total area that can be leased out to a tenant excluding common areas.
1.18	Industrial Development Zone (IDZ)	Any area planned for industrial development by the ELIDZ in terms of the Manufacturing Development Act No 187 of 1993
1.19	IDZ Estate	All the land areas which go to make up the Industrial Development Zone
1.20	IDZ Estate Services	The additional services (over and above the Municipal-Type Services) which the ELIDZ provides for the benefit of the IDZ Estate as a whole. It does not include any Optional Services which the ELIDZ may offer on a commercial basis.
1.21	IDZ Operator	The East London Industrial Development Zone (Pty) Ltd, a private Company which has been appointed as the IDZ Operator responsible for the running and further development of the IDZ Estate in terms of the Manufacturing and Development Act 187 of 1993.
1.22	Industrial Cafe	A building or structure that does not exceed 100 m ² in floor space, including storage facilities, and where delicacies and fast foods are sold to employees only.

1.23	Industrial Enterprise Association	An Association which will be formed in due course to represent the interests of all Property Owners and Tenants.
1.24	Investor	Any person or group who invests, or considers investing, in an industrial Enterprise within the East London IDZ.
1.25	ISO 14001	An internationally recognized and acknowledged Environmental Management System which has been adopted by the ELIDZ.
1.26	Municipal-Type Services	Any of the services that a municipality in terms of its powers and functions provides or may provide to or for the benefit of the local community.
1.27	NEMA Act	The National Environmental Management Act (107 of 1998)
1.28	Noxious Trade	Any trade or industry which constitutes a nuisance or a risk to health in neighbouring premises arising from vapours, effluvia, fluids, liquid waste matter, solid waste matter, noise, disturbance and dust, including but not limited to: <ul style="list-style-type: none"> a) Enterprises associated with chemical, explosive or nuclear-based manufacturing, warehousing, packaging or distribution; b) the activities listed in Annexure A of the Manual.
1.29	Project Closure Certificate	A Certificate issued by the ELIDZ certifying that the environmental aspects of a particular project have been completed and that the Contractor has fulfilled his obligations to the ELIDZ insofar as the environmental aspects are concerned.
1.30	Project Compliance Certificate	A Certificate issued by the ELIDZ certifying that a particular project has been completed insofar as the ELIDZ is concerned and that the Developer has fulfilled his obligations to the ELIDZ.
1.31	Property Owner	A registered owner of property within the IDZ Estate, including the ELIDZ itself in respect of properties which have been developed and are registered in the name of the ELIDZ.
1.32	Private Realm	All fenced areas within the IDZ Estate visually disconnected from public areas such as streets.

1.33	Public Realm	All areas highly visible from public or communal land which contribute towards the overall visual image of the ELIDZ.
1.34	Record of Decision	The record of the conditions under which the rezoning of the IDZ site was approved by the DEAET.
1.35	SANS	The South African National Standards, which has replaced the South African Bureau of Standards.
1.36	Tenant	Any person, firm or body renting premises or land from an IDZ Property Owner including the ELIDZ itself.
1.37	Tripartite Agreement	The Agreement which all Developers and Contractors are required to enter into with the ELIDZ before proceeding with any construction work within the IDZ Estate.
1.38	Urban Design	The arrangement, appearance and functionality of towns and cities, and in particular the shaping and uses of urban public space.
1.39	Virtual Private Network	This option gives the Tenant/Investor direct secure access from outside the ELIDZ network to their communicating systems located within the IDZ.



IDZ ESTATE: LOCALITY PLAN
(Scale +/- 1 in 17000)

2.0 INTRODUCTION

2.1 The ELIDZ

- 2.1.1 The East London Industrial Development Zone (Pty) Ltd is a private company that has been established for the purpose of promoting industrial development in and around East London. It has been appointed as the IDZ Operator responsible for the running and further development of the IDZ Estate in terms of the Manufacturing and Development Act 187 of 1993.
- 2.1.2 The IDZ Estate currently comprises six development areas. Five of the development areas (ie Zones 1A to 1E) are shown on the Locality Plan. The sixth (Zone 1F) is situated approximately 3 km to the east of Zones 1A and 1E, and to the south of Military Road.
- 2.1.3 Further development areas may be included in the IDZ Estate in the future.

2.2 ELIDZ's Vision & Mission Statement

- 2.2.1 *The ELIDZ's vision is to be a world class operator of a prestigious industrial complex where highly competitive organisations thrive on streamlined business benefits and stimulate regional economic growth.*
- 2.2.2 *The ELIDZ's mission is to provide investor solutions and to attract and develop strategic industries that strengthen South African export competitiveness through the development and operation of a thriving, specialised, industrial complex.*

2.3 Preamble

- 2.3.1 The purpose of this document is to provide the Developers and their consultants with a framework for the development of the individual erven within the IDZ Estate and to ensure that the overall design intentions described in this Development Manual are implemented. The document has been devised to ensure that the land use and the architectural language are in harmony with the ideals of the ELIDZ.
- 2.3.2 The principles laid down in this document will be applied to all development within the IDZ Estate, including that undertaken by the ELIDZ itself.
- 2.3.3 Variety and innovation within the framework are encouraged. It is not the intention to unreasonably constrain building and landscape design – rather to establish a responsive environment that will be to the benefit of all Property Owners and Tenants within the IDZ. It will be the responsibility of the ELIDZ, the Property Owners and Tenants to strive towards the goals described in this document.

2.4 Use of Design Professionals

- 2.4.1 In the interests of the requisite standards of innovation, it is recommended that all design work should be prepared by appropriately qualified professional persons and that landscape plans be prepared by qualified landscape architects or horticulturists.
- 2.4.2 In line with the empowerment ethos of the ELIDZ, the use of historically disadvantaged design practitioners is encouraged. Where appropriate, account should be taken of the latest SMME Targeted Procurement Policy as developed by the ELIDZ.

2.5 Development Review Committee (DRC)

- 2.5.1 The DRC is an advisory body which has been established by the ELIDZ to monitor and assist with regulation of development within the IDZ.
- 2.5.2 The DRC currently consists of professional and retired professional persons who have appropriate experience in the development of industrial complexes.
- 2.5.3 The primary responsibility of the DRC is to scrutinize all proposals for development within the IDZ and to ensure that such proposals, with associated designs and architectural language, are in harmony with the ideals of the ELIDZ; as described in the ELIDZ Development Manual and the associated documentation.
- 2.5.4 The DRC will report its findings to the ELIDZ, who will take any decisions that are necessary and advise the Developer thereof.
- 2.5.5 The DRC will not normally have direct contact with the Developers and their Consultants. All communications will be routed via the ELIDZ.

2.6 The IDZ Industrial Enterprise Association

- 2.6.1 It is envisaged that, in due course, an Industrial Enterprise Association will be formed to represent the interests of all Investors in the IDZ.
- 2.6.2 The Industrial Enterprise Association will not have any direct responsibilities insofar as the operation and maintenance of the IDZ Estate and services are concerned, as in terms of the Manufacturing Development Act the licensed IDZ Operator (the ELIDZ) is responsible for these functions; in addition, in terms of the Services Agreements which the ELIDZ has entered into with BCM, it is obliged to act as a service provider to BCM for the provision of all Municipal-Type Services within the IDZ.
- 2.6.3 Industrial Enterprise Association representation at DRC meetings will be encouraged, particularly when meetings are held to discuss matters that affect the IEA directly.

2.7 Parallel Procedures & Documentation

- 2.7.1 This Development Manual forms part of a package of information that will be made available to potential investors, Property Owners, Tenants and their consultants who have been commissioned to develop sites within the IDZ Estate. The Manual is one of a number of documents governing development within the IDZ Estate.
- 2.7.2 Parallel procedures and documentation which are applicable at the various stages of development are shown below, together with the names of the responsible authorities:

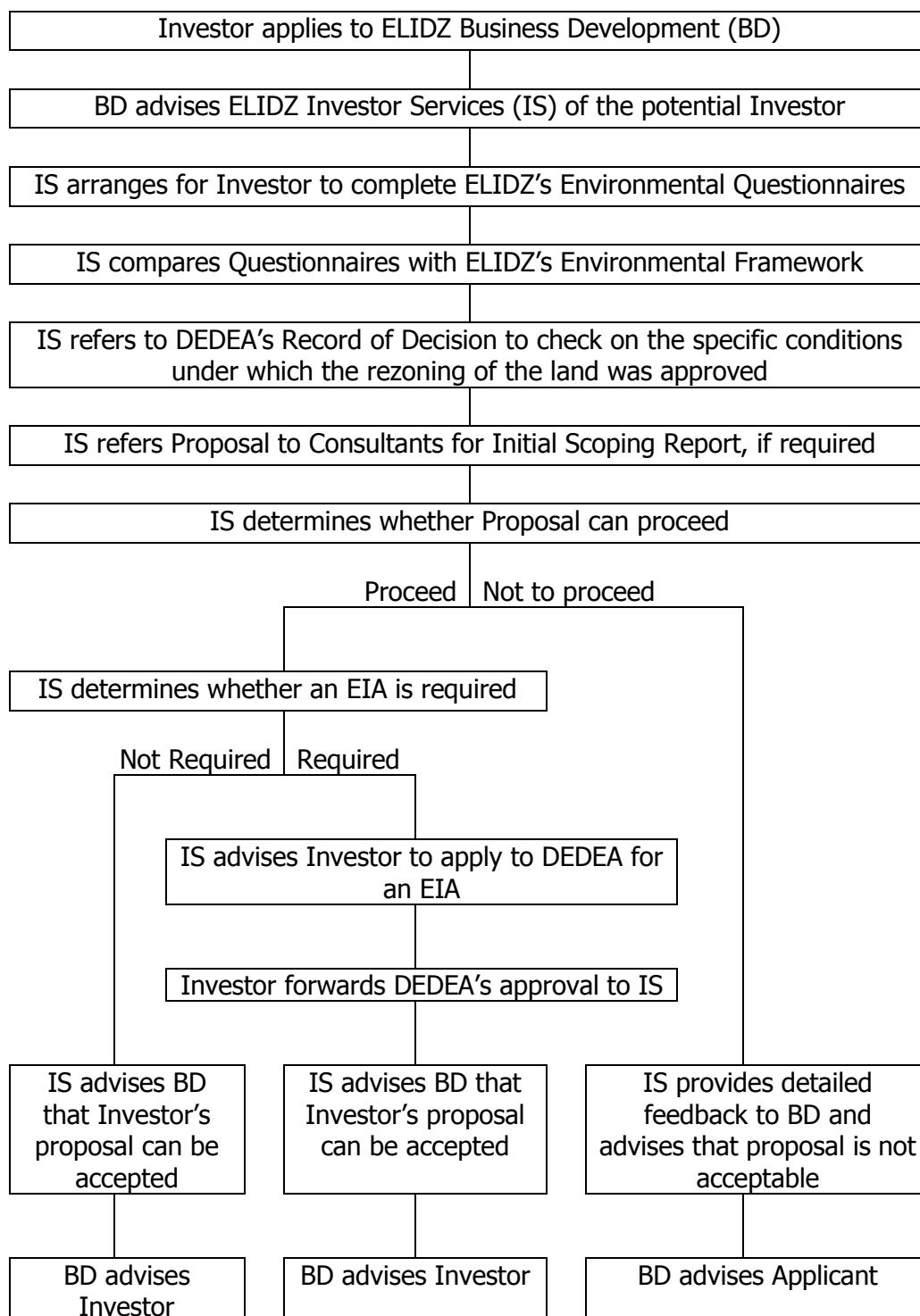
Responsible Authority	Documentation	Stage of Development				
		Environmental Scoping	Siting	Design Development	Construction	Operating
ELIDZ	Construction Environmental Management Plan	x	x	x	x	x
ELIDZ	Sales & Lease Agreements	x	x			
ELIDZ	Development Manual			x	x	
ELIDZ	Tripartite Agreement				x	
BCM	National Building Regulations			x	x	
BCM	Trade Effluent By-Laws				x	x
ELIDZ	Zone Rules				x	x
ELIDZ	Memorandum of Agreement				x	x
ELIDZ	ELIDZ's Energy Efficiency Specification for Electricity Supplies			x	x	x
ELIDZ	10400 XA: Energy Efficiency in Buildings			x	x	x

- 2.7.3 The ELIDZ Development Manual provides a framework for the development of the individual erven within the IDZ Estate, and procedures to ensure that the overall design intentions are implemented. The procedures described in this Development Manual shall be applied in conjunction with the requirements prescribed in the following documents:
- a) The ELIDZ's Construction Environmental Management Plan (CEMP), which is described in Clause 3.0 below.
 - b) The Deed of Sale, which details the terms under which the Property Owner acquires his erf;
 - c) The Deed of Lease, which details the terms under which the Tenant leases the erf and premises or part thereof;
 - d) The Tripartite Agreement (Annexure I), which the Developer and his Contractor are required to enter into with the ELIDZ before proceeding with any construction work within the IDZ Estate.
 - e) The National Building Regulations, which BCM will apply to all building work within the IDZ Estate;
 - f) BCM's Trade Effluent By-Laws, which apply to the industries which discharge Trade Effluent.
 - g) The Zone Rules, which are applicable to and govern the behaviour of all persons within the IDZ Estate;
 - h) The IDZ Memorandum of Agreement, which all Property Owners, Tenants and their agents are required to complete before they will be provided with IDZ service connections.
 - i) The ELIDZ's Energy Efficiency Guidelines for Electricity Supplies (Annexure J).
 - j) SANS 10400 / XA which deals with energy efficiency in buildings.

3.0 ENVIRONMENTAL PROCEDURES

- 3.1 The ELIDZ has developed an Environmental Management System (EMS) to safeguard the interests of the ELIDZ and the industrialists therein; and to ensure that the sensitive features on and around the site are protected. The IDZ Estate is located in an environmentally sensitive area, both in terms of flora and fauna. All Property Owners and Tenants are required to support the principles laid down in the EMS.
- 3.2 The EMS deals with all aspects of industrial development, including the siting, designing and operating of the industries. Construction and operating activities will be monitored to ensure that environmentally acceptable practices are followed, and in this regard it should be noted that the ELIDZ has developed a Construction Environment Management Plan (CEMP) with which all Developers will be required to comply.
- 3.3 As water is a scarce national resource, industrialists are urged to use it with care and to recycle water wherever practicable.
- 3.4 The ELIDZ has implemented appropriate safety, health, environmental and quality control (SHEQ) systems and is ISO 14001 accredited. Consequently, the ELIDZ and its occupants will be subject to internal and external environmental monitoring and audits to ensure that its standards are being upheld. Property Owners and Tenants are required to adopt the same standards as those set by the ELIDZ and to develop environmental policies and management systems in line with those of the ELIDZ.
- 3.5 Investors wishing to establish industries in the ELIDZ are required to fill in three questionnaires, which among other matters provide information for the environmental screening of the proposed industry. The information is used to determine whether or not the industry will be compatible with the standard of development envisaged for the IDZ, and if it is, to ensure that the industry will be appropriately located. The over-riding emphasis will be on responsible environmental design. The information provided in the questionnaires will be used to determine whether the industry will have any potential negative environmental impact on the IDZ and its surroundings and whether or not an Environmental Impact Assessment is required.
- 3.6 Applicants intending to use scheduled processes listed in the Environmental Conservation Act 73 of 1989 will be subjected to further environmental scoping. This may lead to an Environmental Impact Assessment being required. Compliance will be required with relevant clauses in the National Environmental Management Act (NEMA).
- 3.7 Property Owners and Tenants will be urged to utilize best practice regarding environmentally sound technology in their operations. The ELIDZ has adopted the principle of "the polluter pays" and will enforce clean-ups and compensation.

- 3.8 The ELIDZ's internal procedures for the consideration of environmental aspects are illustrated in the Flowchart below.



ELIDZ's PROCEDURES FOR CONSIDERATION OF ENVIRONMENTAL ASPECTS

4.0 THE URBAN DESIGN RATIONALE

4.1 Objectives

- 4.1.1 Urban Design is the professional discipline that deals with the design of the areas between buildings. In this document this is referred to as the "Public Realm". Urban Design bridges the design and planning gap between the disciplines of architecture and town planning.

Along with the design of buildings and structures, Urban Design has a significant role to play in forming the visual image of the ELIDZ. Designers working within the ELIDZ are therefore required to take cognizance of the objectives behind the Urban Design Rationales and the associated Codes.

- 4.1.2 The ideal to which the ELIDZ aspires is to provide an environment that enables designers to:
- a) Create a coherent holistic vision, with easily understood principles which can guide development co-operation when confronted with a broad range of problems from investor requirements to site specific issues;
 - b) Provide a clearly defined urban model, which minimizes grey areas of uncertainty and which leaves no question-mark on the roles and responsibilities of all role players;
 - c) Establish a clear understanding of what the public environment looks like, and how it can be translated into a sense of identity for the ELIDZ;
 - d) Create an environment that is both safe and secure for Tenants and visitors alike. Urban form plays a vital role in providing a safe and secure Public Realm in that buildings are used to define Public and Private Realms. The ideal is an environment that promotes security by activity, public presence and awareness of the Public Realm, as opposed to the notion of security by isolation and separation, the main instrument for achieving this being the concept of the Build-to Line;
 - e) Explore development flexibility, resulting in a structure that can respond to changing markets and requirements;
 - f) Maximize the social exchange of all users through urban form;
 - g) Create an environment that promotes ease of movement for both vehicular and pedestrian traffic;
 - h) Ensure that the urban environments of the zones are integrated with the existing natural environments within and beyond their boundaries;
 - i) Provide codes and regulations which guide the framework within which Property Owners can expand their own vision;
 - j) Identify usages and phasing methods to ensure a holistic approach through the lifespan of the development.

4.2 Rationales

- 4.2.1 The planning of the ELIDZ Zone 1 was originally driven by a number of Urban Design Rationales. These were:

Rationale 01 : Making Connections

This refers to the context of the IDZ. Certain connections require acknowledgement such as the entrance gateway.

Rationale 02 : A Grid of Streets

This refers to the establishing of a coherent street layout.

Rationale 03 : Perimeter Blocks

This refers to the objective of creating an interesting and secure environment and of all the Rationales most directly attempts to meet the objectives listed in 4.1.1.

Rationale 04 : Private Open Space

This refers to the creation of a linked system of open space creating an environmentally healthy and visually coherent environment.

Rationale 05 : Phasing

This relates to an intention to develop the various zones within the IDZ incrementally.

- 4.2.2 Of the above, only Rationale 03 : Perimeter Blocks now has direct relevance upon the designers of projects within Zone 1. Notwithstanding this, designers are encouraged to note all the rationales relevant to the overall layout of the Zone and to design structures that complement and strengthen these Rationales.

- 4.2.3 The concept of Perimeter Block Design remains valid within the context of the ELIDZ by virtue of achieving those objectives listed previously. Designers are therefore specifically directed to the explanation of this Rationale as explained under Item 4.4. Projects will be evaluated in terms of compliance with the objectives of this Rationale.

4.3 Layout of Development Areas

- 4.3.1 As at the date of issue of this Development Manual three of the Zones shown on the Locality Plan, ie Zones 1A, 1B & 1D have been opened up for development.

- 4.3.2 The layout of Zone 1A has been planned around a road network comprising a main ring road with three cross-connecting roads. The development erven within Zone 1A are generally between 12 000 m² and 50 000 m² in extent, but some smaller erven (between 6 000 m² and 12 000 m² in extent) have been provided along the central north/south cross-connecting road for smaller more intensive uses.

4.4 Perimeter Blocks

- 4.4.1 People-active building frontages should be located on the Build-to Line, thereby clearly defining the public domain of the street and the private spaces of the site. In the context of the ELIDZ the intention of the urban design and architectural codes is twofold with respect to Perimeter Blocks and the street facades thereby generated, ie:
- To clearly define the edge between public and private areas.
 - To project a dynamic collective image onto the public areas.
- 4.4.2 The further advantages of active building frontages concomitant with Perimeter Blocks are:
- They allow access to the site to be easily controlled
 - Buildings on the street edge ensure greater security by defining the public and private realms.
 - Active street frontages ensure that more eyes are on the street which contributes to a secure environment.
- 4.4.3 Due to the industrial nature of development which often has to accord with larger footprint buildings, the office component of each building should be positioned onto the Build-to Line. This would ensure that the more people-active fronts of the buildings face onto the street. The larger manufacturing components can be placed deeper within the site.
- 4.4.4 In the case of very large industrial buildings the same principles apply. In these cases the office components will be much smaller in relation to the manufacturing component and would therefore not constitute sufficient bulk or “presence” to constitute a street facade. In these cases the office component should face onto the most predominant street within the local district. Large manufacturing components are still to be placed on the Build-to Line as dictated by the Urban Design Codes.

5.0 URBAN DESIGN CODES

5.1 Introduction to Urban Design Codes

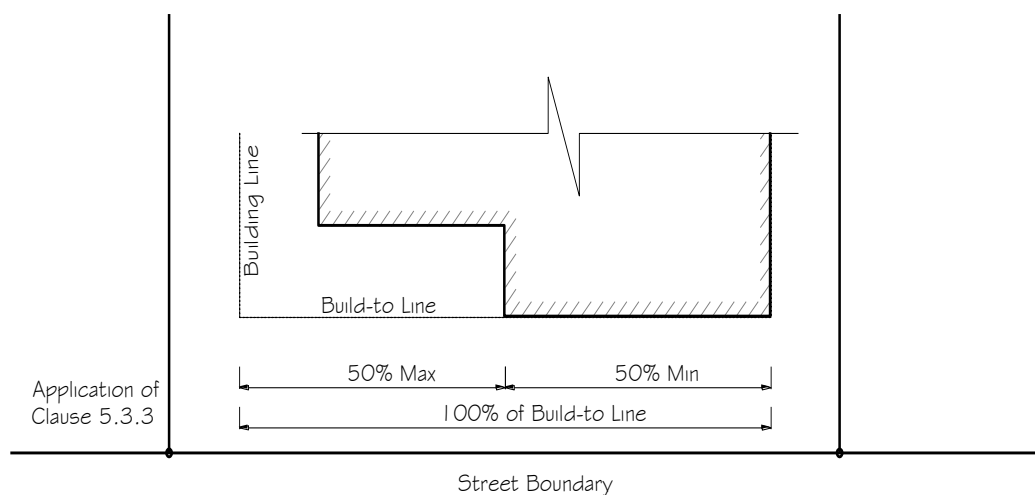
- 5.1.1 The Urban Design Codes have been derived from the Urban Design Rationale to ensure proper implementation.
- 5.1.2 The Architecture should define the edges of the Public Realm by adhering to the Perimeter Block concept by means of compliance with these codes and particularly those codes relating to the Build-to Line.

5.2 Building Facades

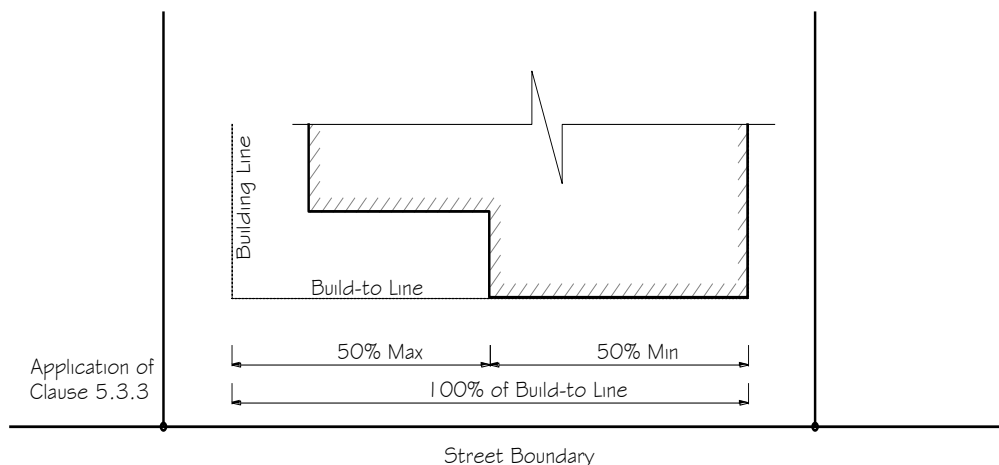
- 5.2.1 A facade contributes to the urban fabric to the extent that it not only defines, but also provides opportunities for interaction between Public and Private Realms.
- 5.2.2 The facade defines the boundary between public and private by placing a significant percentage of the facade on the Build-to Line.
- 5.2.3 The facade should contribute to the interaction between the Public and Private Realms by providing interest and identity to the building elevations, and introducing features such as windows and balconies overlooking public spaces.
- 5.2.4 Pedestrian and visitor access should preferably be from the street side of the buildings.
- 5.2.5 Servicing to the Buildings should be from within the property.
- 5.2.6 Areas adjoining the Public Realm should as far as possible be developed with people-active uses, e.g. offices or other premises occupied by people, rather than passive uses, e.g. stores, warehouses, etc.
- 5.2.7 On the local cross-connecting street in Zone 1A which serves the smaller erven, some on-street parking has been provided by the ELIDZ for visitors. Any additional parking required for visitors, staff parking and deliveries should be accommodated on site behind the public faces of the buildings.
- 5.2.8 On the more important roads (which serve the larger erven) the ELIDZ has not provided on-street parking. Property Owners will be allowed to provide a limited amount of on-street parking for visitors. Any additional parking required for visitors, and staff should be provided on-site and, wherever possible, at the front of the building. Deliveries should be accommodated on site behind the public faces of the buildings.

5.3 Building and Build-to Lines

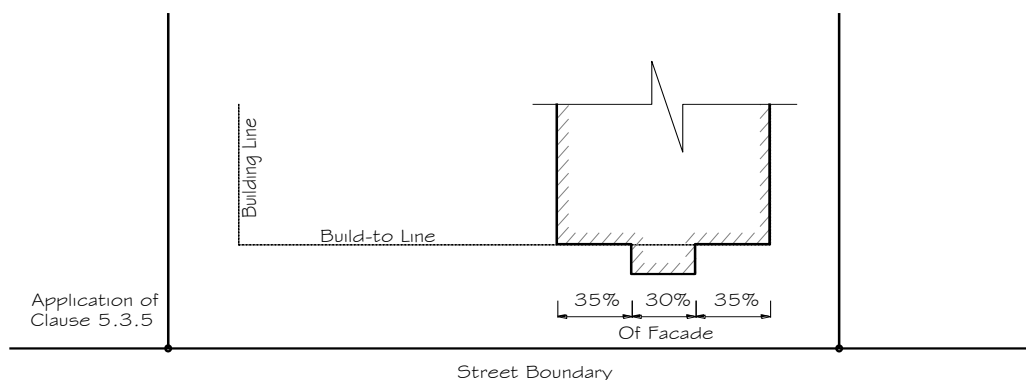
- 5.3.1 The ELIDZ approved Layout Plans for the various Zones show the building lines applicable to the erven therein. In this document the Building Lines along the street front of the erven are termed "Build-to Lines". Those parallel and close to the side and back boundary are termed "Building Lines"
- 5.3.2 The intent of having a Build-to Line along the street front of the erf is to achieve the objective of the Perimeter Block Rationale and visual continuity of the street facades.
- 5.3.3 The building facade should be placed on and occupy not less than 50% of the length of the Build-to Line, as illustrated below.



- 5.3.4 Of the facade located on the Build-to Line, 30% may be set-back from, and/or encroach over the Build-to Line by up to 2 m, in order to create visual interest.



- 5.3.5 Where the size of the proposed building or buildings results in a facade less than 50% of the length of the Build-to Line then 30% of the facade may be set-back from, and/or encroach over the Build-to Line by up to 2 m, in order to create visual interest.



- 5.3.6 Further development should prioritize construction of the facade on the Build-to Line until the desired objective of visual continuity of the street facades is achieved.

5.4 STREET BOUNDARY SECURITY

- 5.4.1 No more than 25% of the street boundary fence, regardless of its position or function, may consist of a visually solid wall, unless otherwise required in terms of Item 6.1.9.

6.0	TOWN PLANNING		
6.1	Summary of Town Planning Controls		
	The town planning controls in terms of the BCM Town Planning Scheme after inclusion of controls required by the ELIDZ are as follows:		
6.1.1	Approved Zoning:	Industrial 1	
6.1.2	Approved Primary Use:	The establishment of Enterprises involved in the manufacture, wholesaling, warehousing, distribution, dispatching, assembly or processing of a product or the breaking up of a product or raw materials, which is not included under the definition of "Noxious Trade", and includes any place or site where any such trade is carried on, providing that retail on such place or site shall be restricted to the selling of goods manufactured, processed or directly associated with the industrial activities on such place or site, as well as a caretaker's dwelling, an office or offices, an industrial café and any other use incidental to an industry.	
6.1.3	FAR:	1,5	
6.1.4	Coverage:	75%	
6.1.5	Maximum Height:	4 storeys – where "storey" means a single level of a building excluding a basement, which does not exceed a height of 4 m, measured from finished floor level to finished floor level or to the ceiling in case of the top storey.	
6.1.6	Building Lines:	See Annexures A1 to A5	
6.1.7	Parking:	Manufacturing:	1 bay/100 m ² GLA
		Warehousing:	1 bay/100 m ² GLA
		Dairies, Bakeries & Laundries:	1 bay/100 m ² GLA
		Storage yards	1 bay/100 m ² GLA

6.1.8	Loading:	For the purpose of loading and unloading vehicles, the following space or spaces shall be provided on site to the satisfaction of ELIDZ: 1 bay per 500 m ² GLA for the first 1 000 m ² GLA then 1 bay per 1 000 m ² thereafter. The loading area shall have vehicular access to a street which shall be to the satisfaction of the BCM and the ELIDZ and shall in any event not be less than 5 m wide or more than 8 m wide, and, if carried through a building, not less than 3 m in height.
		Application may be made to BCM for the relaxation of the above parking requirements within Zones 1A and Zone 1C down to a minimum of 0,5 bay per 1 000 m ² . Motivation for such applications should include reference to a report from SSI Engineers & Environmental Consultants titled "Review of the Traffic Management Strategy for ELIDZ Zones 1A & 1C".
6.1.9	Fencing	The BCM and/or the ELIDZ may require that any land used in connection with a scrap yard, builder's yard, transport business, or for any other purposes which the BCM and/or the ELIDZ considers to be visually intrusive by nature of its location or use, be partially or completely walled to their satisfaction.
6.1.10	Caretaker's Premises:	The erection of a caretaker's cottage may be permitted subject to the BCM's approval and the following restrictions:
		<ul style="list-style-type: none"> a) The caretaker's cottage, complete with outbuildings, shall be a single storey building not exceeding 90 m² in area, and shall form a part of the permitted coverage of the industrial zone in which it is located; b) Occupation of the cottage shall be on a non-permanent basis and shall be restricted to the caretaker and other security personnel; c) The cottage shall be free-standing; and d) If the caretaker's cottage is no longer used as such it shall thereafter be used only for purposes permitted in the Industrial Zone in which it is located.
6.1.11	Industrial Cafe	Maximum of 100 m ² floor space including storage.

7.0 ARCHITECTURAL DESIGN CODES

7.1 Introduction to Architectural Design Codes

- 7.1.1 The codes have been developed to achieve well-balanced compositions in which all elements are individually recognizable and the whole acknowledges its position and role in the urban context.
- 7.1.2 Variety and innovation within the framework are encouraged. It is not the intention to unreasonably constrain building design – rather to establish a responsive environment that will be to the benefit of all Property Owners and Tenants within the IDZ.
- 7.1.3 The energy efficiency of the buildings is of prime importance. The choice of construction materials, the design and orientation of the buildings and the selection of the plant to be installed therein should be undertaken with a view to maximizing the energy efficiency of the buildings.

7.2 Architectural Design Codes

	Materials	Configuration & Technique
7.2.1	Facades	
	<ul style="list-style-type: none"> a) A minimum of the first 2,4 meters in height of any facade must be finished in brickwork, off-shutter concrete, pre-cast concrete, plaster, paint or other approved finish (Windows and openings are included in this area); b) Flat metal vertical panels and corrugated metal sheeting if painted, are to be finished with factory applied paint finish; c) Building materials and fittings that are not readily susceptible to corrosion should be used; d) Stock or klinker bricks as an exterior finish will not be permitted; e) Post-Modern and/or Historical "Pastiche" elements will not be permitted; 	<ul style="list-style-type: none"> 1) Not less than 50% of the building facade must be positioned on the Build-to Line; 2) Set backs and encroachments – limit of 2 meters; 3) Visually solid building bases are required; 4) Wall and facade design to demonstrate high energy efficiency and comply with SANS 10400-XA; 5) Buildings should be designed to take account of heat loading, sun orientation, and prevailing winds.

	Materials	Configuration & Technique
7.2.1	Facades (Contd)	
	<ul style="list-style-type: none"> f) Paint colours should be predominantly shades of white, with earth-colour highlights permitted. All other colours subject to approval; g) White, silver, grey or black are to be used in the detailing – e.g. window frames or structural elements; 	
7.2.2	Windows	
	<ul style="list-style-type: none"> a) Epoxy powder-coated or anodized aluminum should be used; b) Mirror-glass is not permitted; c) Burglar proofing and security grilles are discouraged unless they are an integral design component to the building. 	<ul style="list-style-type: none"> 1) Visual character required is that of solid facades with individual window openings; 2) Curtain walling permitted only at entrances or for specific effect.
7.2.3	Shopfronts	
	<ul style="list-style-type: none"> a) Epoxy powder coated or anodized aluminium should be used; b) Mirror-glass is not permitted; c) Burglar proofing and security grilles are not permitted unless they are an integral design component to the building; 	<ul style="list-style-type: none"> 1) Visual character required is that of solid facades with individual window openings; 2) Curtain walling permitted only at entrances or for specific effect.
7.2.4	Doors	
	<ul style="list-style-type: none"> a) All service entrance/roller type doors to be painted in white, gray, silver or black. Primary colours not permitted. 	

	Materials	Configuration & Technique
7.2.5	Roofs	
	a) Pre-painted roof sheeting – steel / aluminium/ or fibre cement should be used; b) Roof tiles and other roofing material of a domestic nature not permitted.	1) Pitched, gabled or other roof forms of a domestic nature are not permitted; 2) Wide roof overhangs, canopies and protective outdoor walkways encouraged; 3) Flat and low-pitched (maximum 25°) roofs encouraged; 4) Vaulted roofs may be used. 5) Tensile roof structure – Innovative roof forms encouraged; 6) Gutters should be integral within the design of the building; 7) Roofing materials and insulation to reduce solar gains; and prevent heat loss in winter; 8) Use of natural light to be maximised. 9) Comply with SANS 10400-XA
7.2.6	Balconies	
	a) As appropriate to the design of the facade.	1) Maximum projection not to exceed 2 m over the Build-to Line; 2) May be closed, open, projecting or recessed – subject to limits of setback and encroachment lines; 3) The use of balconies on the street facing facades is encouraged.
7.2.7	Canopies, Entrances & Colonnades	
	a) As appropriate for location and facade design; b) Retractable canopy systems permitted.	1) Maximum projection to comply with the encroachment lines for buildings; 2) Canopies may be cantilevered or supported by column structure.

	Materials	Configuration & Technique
7.2.8	Walls & Fences	
	a) Use of fencing materials that are not readily susceptible to corrosion are required; b) Walls to match main building; c) Side fences to be palisade type to match the boundary of the specific zone; d) Prohibited materials on street boundary: <ul style="list-style-type: none"> • Precast walling; • Chain-link fencing; • Split-pole fencing; • Glass-fibre sheeting; • Galvanized sheeting; • Razor wire and barbed wire. 	1) The street fence line is a significant aesthetic feature and needs to be given appropriate design consideration; 2) Fencing should be between 1,8 and 2,6 m in height; 3) Not more than 25% of the street front boundary may consist of visually solid construction, unless otherwise required in terms of Item 6.1.9; 4) Short-length feature walls for signage are permitted.
7.2.9	Service Yard/Refuse Areas	
	a) All service yards, if visible from the street or public areas, shall be enclosed with landscape screening and/or berms or walling. b) Materials of construction to match main building. c) The ground surface should be paved with a gently sloping concrete slab; d) The storage areas are to be covered if necessary, to protect the waste from rainfall and wind. e) Service yards should be of sufficient size to accommodate two weeks of waste in the event that the collection programme is disrupted.	1) A single Waste Storage Area should be provided for the accumulation and temporary storage of all solid wastes. A separate storage area should be provided for bulk wastes (e.g. sludges and liquids) generated as a result of manufacturing processes; 2) Service yards should be situated to the rear or side of any building in secure fenced areas aesthetically screened from other erven and the Public Realm; 3) Service yards should be easily accessible to collection vehicles; 4) Service yards and refuse areas may not be located closer to street boundaries than the Build-to Line; 5) Service yards should be of sufficient area to allow for maneuvering vehicles f) A water supply and an appropriate drainage system are to be provided for washing the storage area; g) Service yards shall comply with all applicable legislation.

7.2.10	Security Buildings a) The Architecture of separate security buildings should match that of the main buildings	1) Security buildings may not be located between the Build-to Line and the street boundary. 2) Entrance gates must be located sufficiently deep within a site to ensure that any vehicle waiting to gain entrance does not project into the street.
7.2.11	Antennae a) Innovative design of antennae and support structures is encouraged.	1) No radio, television, communications antennae not essentially required for normal operation shall be located on the roof of any building. Such equipment shall be located in the service yard, and the height restrictions will be subject to BCM's regulations.
7.2.12	Services a) The colour of exposed louver for air-conditioning units should match surrounding plaster, brickwork or roof finish. b) External condenser units and connecting cables should be concealed if split unit air-conditioning units are used; c) Air-conditioning units piercing the external skin of buildings will not be allowed, unless screened by a louver grille which is installed flush with the external wall.	1) All service connections, including electrical and telephone connections and installations of wires to buildings should be made underground from the nearest available source; 2) Where placed at ground level, equipment should be adequately screened and fenced; 3) No transformers, meters or any other electrical apparatus may be located on power poles or fixed to the outside of buildings; 4) All drainage and water supplies are to be concealed in service ducts, and all other piping is to be chased into walls; 5) No exposed service reticulation is permitted;

	Materials	Configuration & Technique
7.2.13	Building Signage & Graphics	
	<p>(Note: Some important Advertising Rules are summarized below. Developers are referred to the Zone Rules for more details)</p> <ul style="list-style-type: none"> a) Signage should be of the same style, colour, texture, material, letter type and mounting; b) Freestanding advertising signage or boards are not permitted; c) Flashing neon or LED signs are not permitted; d) Painted signage is not permitted; e) Temporary signs, such as sale signs and "special" signs, which are either sign-written or stuck onto the building, are not permitted; f) Flags and banners should be of an appropriate material that is durable and suitable for all climatic conditions. 	<ul style="list-style-type: none"> 1) All signs mounted on the wall of a building shall identify the primary user or company within the building; where the primary user shall be the occupant of the largest percentage of floor space within a given building; 2) An identifying building sign (e.g. company logo) may be mounted on one wall (preferably road frontage). In the case of buildings with both internal road, and external road frontages, two signs will be permitted; 3) Signs should not project above roof level; 4) No private signage shall be permitted within the road reserve areas. 5) All fixing methods to be concealed and corrosion resistant.
7.2.14	External Lighting	
		<ul style="list-style-type: none"> 1) All light fittings to be concealed; 2) Well designed, soft lighting of the building exterior is permitted, provided that the light source is not visible; 3) Roadway parking and service area lighting should be achieved by free-standing structures with cut-off light sources; 4) The erection of high intensity lights along the Zone boundaries will be restricted to those provided by ELIDZ. 5) Light fittings that eliminate light pollution must be used. 6) Light sources must be directed downwards or to reflector that fully direct light downwards without any upwards spillage.

	Materials	Configuration & Technique
7.2.15	Pergolas/ Carports	
	<ul style="list-style-type: none"> a) Colour of shade-cloth and supporting structures must be harmonious with the colour of the main building. b) Tension strained shade ports must be designed by engineers to withstand the exposed coastal conditions. c) Materials used must be suitable for the harsh UV and wind conditions. 	
7.2.16	Outdoor Furniture	
		<ul style="list-style-type: none"> 1) Benches, waste bins and other minor site features must be designed in a consistent manner and be suitably placed to form an integral part of the landscape.
7.2.17	Open-Air Goods Yards	<ul style="list-style-type: none"> 1) Open-air goods storage should be on a limited scale. Goods storage should be housed in enclosed warehouse structures.

8.0 ENGINEERING SERVICES

8.1 Service Providers

- 8.1.1 The ELIDZ is responsible for providing, maintaining and operating all the Municipal-Type Services within the various Zones of the IDZ, with the exception of trade effluent and fire fighting, which will be undertaken by BCM.
- 8.1.2 Developers and any other persons requiring electrical, water, sewer and/or stormwater connections shall advise the ELIDZ of their requirements. They will be required to enter into a Memorandum of Agreement with the ELIDZ for the provision of the services. All costs will be for the applicants account and all services will be connected and supplied in terms of the ELIDZ's Schedule of Tariffs.
- 8.1.3 In the case of telecommunications there is at present only one service provider (Telkom). There may be others in the future, including the ELIDZ.
- 8.1.4 The responsibilities at present can be summarized as follows:

Descriptions	ELIDZ	BCM	Telkom or alternative licensed service provider
Electricity supply	x		
Telecommunications	x		x
Water Supply	x		
Wastewater drainage	x		
Trade effluent		x	
Refuse removal	x		
Roads	x		
Stormwater drainage	x		
Street lighting	x		
Landscape gardening	x		
Security	x		
Fire fighting		x	

8.2 Electricity Supply

- 8.2.1 The electricity supply system has been designed to cater for an average electricity demand of 120 kVA/ha of industrial land. A minimum basic electricity supply equal to 100 kVA at 420 V has been provided for each erf. The minimum basic electricity supply comprises a single LV underground cable and an associated earth continuity conductor, which extend from a local miniature substation and are terminated and sealed at one or the other of the street frontage corners of the erf.
- 8.2.2 Additional 11 kV underground cables can be installed from the 11 kV switch-points to provide 11 kV services to those Tenants who require a dual 11 kV service, or an electricity supply in excess of 3,0 MVA.
- 8.2.3 The ELIDZ has introduced safeguards with the view to ensuring that on all new projects the most appropriate fuel or energy source is used for the required applications, in accordance with the South African Government's energy policy. Wherever viable and practical, alternative energies and technologies should be deployed in preference to grid electricity, in order to conserve electricity, which is a scarce national resource.
- 8.2.4 In terms of the Zone Rules all Applicants requiring new and/or upgraded electricity supply connections are required, with their applications, to submit an Energy Efficiency Compliance Certificate provided by an ECSA Registered Professional Engineer or a Certified Energy Manager, accredited by the South African Association for Energy Efficiency.

8.3 Telecommunications Services

- 8.3.1 The following telecommunications services can be provided within the ELIDZ:
- a) Telephony services;
 - b) Facsimile services;
 - c) Direct data service connections for point to point data networks (operating up to 128 Kb/sec);
 - d) Exchange data service connections (operating in multiples of 2 Mb/sec);
 - e) Integrated services digital network (ADSL) connections to permit video conferencing facilities;
 - f) Telecommunication business systems; e-mail and Internet;
 - g) Firewall and VPN access
 - h) Virtual Private Network (VPN).
- 8.3.2 Any telecommunication services that are required will be provided by the ELIDZ working in conjunction with the Developer's chosen service provider (Telkom, Neotel or any other company licensed to provide such services in the future).
- 8.3.3 All telecommunications services will terminate within the ELIDZ node room. Thereafter the ELIDZ will ensure the last mile connectivity to the development site.
- 8.3.4 The VPN option gives Property Owners/Tenants/Investors direct secure access from outside the ELIDZ network to access their systems located within ELIDZ.
- 8.3.5 The Developer shall hold direct discussion with the telecommunications service provider regarding his individual requirements. The service provider will, in turn, be obliged to apply to the ELIDZ to provide the "last mile" connectivity to the development site.
- 8.3.6 Developers who wish to utilize the ELIDZ's telecommunications network facilities, will be required to provide a communications room at ground level, with dimensions of approximately 2 m x 3 m, which must be well ventilated, provided with electrical power and have access through a single door. This is particularly important for office users.
- 8.3.7 Should the Property Owner wish to install satellite or other specialized facilities the aerals and dishes will be subject to ICASA regulations together with ELIDZ approval.

8.4 Water Supply

- 8.4.1 The water supply system has been designed to cater for an average demand of 20 kl/d/ha, with a peak day demand 4,2 times the average daily demand, equivalent to a peak flow of 0,97 l/s/ha. In addition to the above, the water reticulation system is designed to provide a fire flow of up to 50 l/s anywhere in the ELIDZ. Special consideration should be given to the location of any industries and/or the reinforcement of the distribution system where the peak demand for potable water is expected to be in excess of 1,0 l/s/ha.
- 8.4.2 The maximum and minimum static pressures are 90 m and 25 m respectively.
- 8.4.3 Where automatic fire extinguishing installations (sprinkler systems) are required it may be necessary to provide auxiliary water storage tanks and pressure boosting systems. Guidance on the requirements for automatic fire-fighting installations in Zones 1A & 1B are set out in broad terms in the ELIDZ Report "Adequacy of Water Supplies for Automatic Fire Fighting Installations in Zones 1A & 1B" (Dec 2005) by Carifro Consulting Engineers. Copies of this report will be made available to all potential Developers and other interested parties on request.
- 8.4.4 Water leadings have been installed so that connections can be provided at one or the other of the erf corners on the street frontage.
- 8.4.5 In terms of the Conditions of Establishment of the ELIDZ any industrialist wishing to draw in excess of 150 kl/d on an average must have the approval of, and be licensed by the Department of Water Affairs and Forestry to do so.
- 8.4.6 As water is a scarce national resource, industrialists are urged to use it with care and to recycle water wherever practicable.

8.5 Wastewater Drainage

- 8.5.1 The IDZ wastewater drainage system conveys all sewage and industrial wastewaters generated in the IDZ. The system has been designed to cater for a peak flow of 0,8 l/s/ha.
- 8.5.2 Wastewater drainage connections have been provided for every erf. The connections are generally sited at the lowest point on the boundary and are approximately 1,0 m deep.

8.6 Trade Effluents

- 8.6.1 Trade effluents that are discharged into the wastewater drainage system will fall under the control of BCM. Any person wishing to discharge Trade Effluent into the wastewater drainage system must apply to BCM for a license to do so. The wastewater must comply with BCM's standards for the acceptance of trade effluents into the municipal sewerage system.

8.7 Stormwater Drainage

- 8.7.1 In terms of BCM's By-Laws all new development proposals must provide for the on-site containment of a 50-year major storm, and have a controlled release of not more than a 5-year storm, with calculations based on maximum hardening. BCM has exempted all developments within Zones 1A, 1B & 1C from this requirement.
- 8.7.2 In all ELIDZ Zones apart from 1A, 1B & 1C Developers will be required to submit details of their proposed attenuation schemes together with supporting calculations with the Stage 1 submission of their development proposals (refer to Annexure C).
- 8.7.3 Zones 1A, 1B and 1D have piped stormwater drainage systems laid within the road reserves, and in Zone 1A the system has been extended to provide midblock connections to the erven. The piped stormwater systems are generally designed to cater for the 1:5 year minor storm.
- 8.7.4 The stormwater runoff from the individual erven (and the attenuation dams where they are to be provided) is to be discharged into the ELIDZ's piped stormwater drainage system. In many cases, inlet manholes have been provided at low points on the erven for this purpose.
- 8.7.5 Flows in excess of the design capacity will drain overland, generally via the access roads on to the road network. The road network has been designed to divert the flow into the existing watercourses through the public open spaces.
- 8.7.6 Vehicle wash waste streams should be drained, via an oil interceptor into the sewerage system, not the stormwater drainage system. Vehicle wash areas must be covered and designed to ensure that the stormwater does not drain into the sewerage system.
- 8.7.7 No domestic, industrial or process effluent, chemicals, oils, factory wash water etc. may be discharged into the stormwater drainage system.

- 8.7.8 Potential sources of stormwater contamination should be identified and measures taken to mitigate these at source by appropriate design of materials storage and handling. Particular attention should be given to the following features:
- a) Draining vehicle wash areas via an oil trap into the sewerage system, not the stormwater drainage system;
 - b) Covering vehicle wash areas to ensure that the stormwater does not drain into the sewerage system;
 - c) Providing adequate bunding in the case of above ground fuel or chemical storage tanks to contain leaks and spills and prevent contaminants from being washed into the stormwater drainage system;
 - d) Avoiding the storing and/or handling of chemicals or fuels in close proximity to the stormwater drains;
 - e) Covering raw materials and waste storage areas to prevent contamination of stormwater e.g. solid hazardous waste;
 - f) Providing grids to prevent litter and debris from entering the bulk stormwater system.

8.8 Access Driveways

- 8.8.1 The ELIDZ reserves the right to determine access points and to restrict these to single entrances points should this be necessary from a traffic management consideration.
- 8.8.2 Only one access driveway is permitted for each erf under 7 000m².
- 8.8.3 Access driveways should be a minimum of 7,0m wide and located not less than 1,5m from the side boundary of the property/erf. The services in these positions have been designed to allow for the traffic engineering requirements.
- 8.8.4 The Property Owner or the Developer will be responsible for the construction of the access driveways from the road edge into the erf and for any parking areas that fall within the road reserves. The driveways are to be constructed to a standard at least equal to the minimum standard required by the ELIDZ's Manager of Technical Services; and to levels prescribed by the ELIDZ to prevent stormwater on the roadway from draining onto the adjoining erven.
- 8.8.5 The finished surface of the access driveway shall not be lower than the natural ground level and the footpath.

9.0 LANDSCAPING

9.1 Landscape Design Concept

- 9.1.1 The Developer is required to employ a qualified landscape architect or horticulturist to plan the landscaping of the erf.
- 9.1.2 The employed professional shall produce a detailed layout showing all aspects of the landscaping proposal and details, including specifications of plant types, surface finishes, irrigation reticulation and levels.
- 9.1.3 The intended character of the IDZ Estate is that of a work place set within an extensively landscaped environment.
- 9.1.4 The site layout and placing of buildings shall be done with due regard to the site context, prevailing winds, sun orientation and sea views.
- 9.1.5 The ELIDZ is committed to the conservation of the unique coastal vegetation. Developers will be required to re-establish the local vegetation in the areas damaged during the construction activities.
- 9.1.6 Lush and tropical vegetation requiring extensive irrigation will not be encouraged in large open areas as water is a scarce resource in South Africa. Such vegetation will however be encouraged within small sheltered courtyards and entrance areas.
- 9.1.7 Excavated material surplus to the landscaping requirements must be carted offsite before the construction contract is completed. Such material may not be stockpiled or levelled on site.

9.2 Areas to be Landscaped

- 9.2.1 The area between the Build-to Line and the street boundary and the factory forecourt areas, which fall within the Public Realm, shall be landscaped. Wherever possible, the cut and fill embankments of all earthworks should be included in the areas to be landscaped.
- 9.2.2 The total area of landscaping shall be at least 15 % of the erf area. This shall be indicated on the landscaping design plan

9.3 Planting

- 9.3.1 The erf shall be cleared of all invasive vegetation at the start of construction.
- 9.3.2 The use of indigenous plant material will be encouraged.
- 9.3.3 Lawn areas should be limited in extent as they require more water than groundcover areas. Only indigenous grass species should be planted, ie Buffalo and Kweek and the coastal grasses.

- 9.3.4 Planting should include trees, shrubs, groundcover, etc to introduce variety and scale to the erf. Planting should be bold and grouped to achieve a fullness of form.
- 9.3.5 Due consideration should be taken of the coastal climate when selecting planting material.
- 9.3.6 The ELIDZ has available a "palette" of plants, shrubs and trees which have proved successful when utilised within the ELIDZ. This palette can be made available to developers.

10.0 PROCEDURE FOR APPROVAL OF DEVELOPMENT PROPOSALS

10.1 Introduction

- 10.1.1 All development within the IDZ must meet with the ELIDZ's requirements as laid down in this Development Manual, and be in accordance with BCM's By-Laws.
- 10.1.2 The development proposals will have to be submitted separately to the ELIDZ and BCM (the Local Authority) for approval. Developers are required to submit their proposals to the ELIDZ in the first instance, and to obtain ELIDZ approval thereof before submitting their proposals to BCM for approval.
- 10.1.3 The ELIDZ's assessment and approval of any proposals will be based on the project's compliance with the principles laid down in the Development Manual. The application of the BCM's By-Laws and the National Building Regulations are not functions of the ELIDZ. The approval of a proposal by the ELIDZ does not in any way signify that it will meet with BCM's approval.
- 10.1.4 The BCM will not consider any development proposals within the IDZ Estate unless they have been approved by the ELIDZ. In order to ensure the minimum of delay in approving plans, the Developer is requested to conform to the requirements and procedures outlined in this document.
- 10.1.5 The ELIDZ requires written proof from the Developer that BCM has approved and passed the building plans prior to the commencement of any works on site.

10.2 Designation of Authority

- 10.2.1 The ELIDZ has established a Development Review Committee (DRC), which will be responsible for reviewing all development proposals within the IDZ Estate (including those where the ELIDZ itself is the Developer) to ensure that they are in accordance with the principles described in this Development Manual. The DRC will report to the ELIDZ, which body will be responsible for all decisions taken and for advising the Developer thereof.
- 10.2.2 While every reasonable attempt has been made to ensure that this Development Manual is appropriate and comprehensive, the ELIDZ reserves the right to make revisions to the Manual at any time.
- 10.2.3 The Developer may apply for waivers from the standards and principles recommended in the Development Manual. Such requests will be considered by the DRC, which may support such applications if the overall intent of the proposals is considered to be in the general interests of the IDZ Estate and in compliance with BCM's By-Laws. Any waivers granted by the ELIDZ will be subject to such conditions as the ELIDZ may determine.

- 10.2.4 The ELIDZ will be responsible for the enforcement of the standards and principles prescribed in the ELIDZ Development Manual and the DRC will act in an advisory capacity in this connection.
- 10.2.5 The ELIDZ and the DRC will endeavor to apply the standards and principles in a fair and just manner for the benefit of the Developer and all others in the IDZ Estate.

10.3 Submission of Development Proposals

- 10.3.1 The ELIDZ has adopted the same submission procedure for plan approvals as that used by BCM. The submission is done in two stages, ie:
 - a) **Stage 1** involves the submission of a Site Development Plan (SDP);
 - b) **Stage 2** involves the submission of the Detailed Building and Landscaping Plans.
- 10.3.2 The purpose of the Site Development Plan (Stage 1) submission is to obtain approval of the form and layout of the proposed project in order to avoid unnecessary delays and stumbling blocks when the Detailed Building Plans (Stage 2) are submitted.
- 10.3.3 The details of the documentation required for the Stage 1 and Stage 2 submissions are given in Annexures B and C respectively.

10.4 Procedure for Development Reviews

- 10.4.1 The ELIDZ requires four complete sets of plans and/or documentation for each stage of the review. The ELIDZ will retain two sets for its own use and pass two sets on to the DRC for the review process.
- 10.4.2 The DRC will review the proposals at the earliest opportunity after receipt of all documentation, to assess whether they are in accordance with the standards and principles set forth in the Development Manual.
- 10.4.3 Submissions shall be reviewed not only for the design quality of the specific proposal, but also for the effect and impact that the development would have on its neighbours and on the general character of the IDZ.
- 10.4.4 The Checklist given in Annexure E will be used to assess the Site Development Plans (Stage 1) and that in Annexure F to assess the Detailed Building Plans (Stage 2). Each item in the Checklists will be assessed to determine the suitability of the proposal with regard to that particular item. The items will be assessed in accordance with the following categories:
 - A) Approved;
 - C) Conditionally approved;
 - R) Rejected, but will be reconsidered after compliance with certain conditions and/or on receipt of required information;
 - X) Rejected outright.

- 10.4.5 The DRC will report to the ELIDZ on its findings and the following documentation will be submitted to the ELIDZ for each stage of the proposal:
- The assessed Checklist;
 - A covering report with the DRC's recommendation with regard to the approval ;
 - One set of Site Development Plans (for Stage 1) or of the Detailed Building Plans (for Stage 2) signed by the DRC Chairman (or his assignee).
- 10.4.6 Once the ELIDZ has approved of the Developer's proposals for the:
- Site Development Plans (ie Stage 1);
 - or the Detailed Building Plans (ie Stage 2);
- it will advise the Developer and BCM thereof.
- 10.4.7 The BCM will not consider any development proposals for Stages 1 or 2 of a project proposal within the IDZ Estate until such time that the plans for the relevant stage have been conditionally approved by the ELIDZ.
- 10.4.8 The Developer will be required to provide copies of the Detailed Building Plans (ie Stage 2) approved by BCM before he will be permitted to commence with any work on site.

10.5 Guarantee to be Provided by Developer

- 10.5.1 The Developer shall when submitting the Detailed Building Plans (Stage 2 of the application) deliver to the ELIDZ a written guarantee issued by an insurance company or bank in which it agrees to be jointly and severally bound with the Developer in a sum calculated in accordance with Cl. 10.5.2 below for the due fulfillment of all the Developer's obligations to the ELIDZ in terms of this Development Manual and the Developer's approved proposals. The said company or bank shall be subject to approval by the ELIDZ. The said guarantee shall contain an undertaking by the company or bank to pay the amount guaranteed to the ELIDZ upon receiving written notification from the ELIDZ to the effect that the Developer has failed to comply with one or more of the ELIDZ's requirements with regard to the Developer's Development Proposal.
- 10.5.2 The value of the guarantee shall be assessed as follows:

New Projects		
The first 5 000 m ² of erf area at	R8,00	per m ² of erf area
Thereafter, additional erf area at	R3,00	per m ² of erf area
Extensions to Existing Projects		
The first 5 000 m ² of erf area at	R2,00	per m ² of erf area
Thereafter, additional erf area at	R1,00	per m ² of erf area

- 10.5.3 The guarantee shall be in accordance with the Pro Forma Form of Guarantee provided in this document (refer to Annexure H). Expenditure incurred in obtaining such guarantee shall be borne by the Developer.
- 10.5.4 The ELIDZ shall be empowered to withhold its conditional approval of the Detailed Building Plans until the Developer has complied with his obligations in terms of the above Clause.
- 10.5.5 The purpose of the guarantee is to safeguard the ELIDZ against any losses or damages it may incur if the project is not carried through to a successful conclusion and/or the Developer does not fulfill his obligations to the ELIDZ in accordance with the ELIDZ Development Manual.
- 10.5.6 The Form of Guarantee will be returned to the Guarantor within 14 days after the issue of the Project Compliance Certificate by the ELIDZ.

10.6 Project Compliance Certificate

- 10.6.1 Upon the written request of the Developer the ELIDZ will undertake a site inspection to ascertain whether or not the Developer has completed the project successfully in accordance with the approved plans and finishes and fulfilled his obligations to the ELIDZ. The first two inspections will be conducted free of charge, but a charge of R1 000,00 (ONE THOUSAND RAND ONLY) will be made for each additional inspection thereafter.
- 10.6.2 If the ELIDZ finds that any of the project works are not in accordance with the approved plans and finishes, but are nevertheless considered to be acceptable, late approval may be granted for such works.
- 10.6.3 Once the ELIDZ is satisfied that:
 - a) the site works, and the external finishes to all buildings and structures, have been successfully completed in accordance with the approved plans and finishes;
 - b) and the Developer has fulfilled all his commitments to the ELIDZ;
 it will issue a Project Compliance Certificate for the project.
- 10.6.4 If the Developer has not fulfilled all his obligations to the ELIDZ, the ELIDZ will not issue a Project Compliance Certificate and will advise the Developer of the reasons therefore. If it is practical for the Developer to rectify the unacceptable works the ELIDZ will encourage him to do so.

- 10.6.5 If it is not practical to rectify the unacceptable features, or the Developer elects not to do so, then the ELIDZ will assess the value of the damages which it or the IDZ Estate will suffer as a consequence thereof and such amount will be claimed as liquidated damages against the Guarantee. Once the liquidated damages have been paid to the ELIDZ the ELIDZ will return the Guarantee to the Guarantor and the Guarantor will not have any further liability to the ELIDZ in this connection. If the damages suffered by the ELIDZ exceed the amount paid by the Guarantor, the ELIDZ shall be entitled to claim the balance of such damages from the Developer.

11.0 DISAGREEMENTS

11.1 Notice of Disagreement

- 11.1.1 The Developer and/or his Contractor shall have the right by written notice with supporting particulars require the CEO to consider any disagreement which they raise with him provided that the said written notice shall be given within 28 days after the cause of the disagreement has arisen.

11.2 CEO to Rule on Disagreement

- 11.2.1 The CEO of the ELIDZ shall, within 28 days after receipt of such notice referred to in 11.1 give his ruling on the disagreement in writing to the Developer and his Contractor, referring specifically to this Clause.

12.0 SETTLEMENT OF DISPUTES

12.1 Dispute Notice

- 12.1.1 The Developer and/or his Contractor shall have the right to dispute any decision given by the CEO in terms of Clause 11.2.
- 12.1.2 Provided that, unless the Developer and/or his Contractor shall, within 28 days after his/their receipt of a ruling, give written notice (hereinafter referred to as a "Dispute Notice") to the CEO, referring to this Clause, with a copy to the other party, disputing the validity or correctness of the whole or a specified part of the ruling, they shall have no further right to dispute that ruling or the part thereof not disputed in the said notice.
- 12.1.3 If the CEO fails to give his ruling according to Clause 11.2 the Developer and/or his Contractor shall have the right to submit their claims or disagreements as a Dispute Notice within 28 days after the ruling should have been given. If the Developer and/or his Contractor fail to do this within 28 days, the ELIDZ shall be discharged from all liability in connection with the claim or disagreement.

- 12.1.4 All further references herein to a ruling shall relate to the ruling, or part thereof, set out in the Dispute Notice, as varied or added to by agreement between the ELIDZ, the Developer and/or the Contractor.
- 12.1.5 Save where an interdict or other urgent relief is sought (which may be brought in a court of competent jurisdiction), if the Developer and/or the Contractor shall have given written notice in compliance with paragraph 12.1 the dispute shall be referred immediately to arbitration.
- 12.1.6 Notwithstanding that the parties may, in respect of a ruling, have given a Dispute Notice, the ruling shall be of full force and carried into effect unless and until otherwise determined in an arbitration award.

12.2 Arbitration

- 12.2.1 The matter shall be referred to a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after delivery of the Dispute Notice referred to in 12.1.5, nominated on the application of any of the parties, by the President for the time being of the South African Institution of Civil Engineering, and any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore.
- 12.2.2 In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration.
- 12.2.3 The Arbitrator shall, in his award, set out the facts and the provisions of the Agreement on which his award is based.
- 12.2.4 No ruling or decision given by the CEO in accordance with the provisions of the Zone Rules and/or the ELIDZ Development Manual and Tripartite Agreement shall disqualify him from being called as a witness and giving evidence before the Arbitrator on any matter whatsoever relevant to the dispute concerned.
- 12.2.5 The Arbitrator shall have full power to open up, review and revise any ruling, decision, order or instruction of the CEO relevant to the matter in dispute and neither party shall be limited in such proceedings before such Arbitrator to the evidence or arguments put before the CEO for the purpose of obtaining his ruling.

- 12.2.6 The following provisions shall apply in respect of the appointment of an arbitrator in terms of this Clause:
- a) If, for any reason, the person appointed fails to assume or continue in the office concerned, the provisions of this Clause shall apply with the necessary changes in the appointment of a successor, and
 - b) In making his nomination in terms of Clause 12.2.1 the President for the time being of the South African Institution of Civil Engineering shall, at his own discretion, act in consultation with the Presidents for the time being of Consulting Engineers South Africa and the South African Federation of Civil Engineering Contractors, and
 - c) If the President required to make a nomination in terms of this Clause shall have a direct or indirect interest in the subject matter of the dispute, the nomination shall be made by the next senior officer of the body concerned who has no such interest.

12.3 Continuing Validity of Clause 12

- 12.3.1 Clause 12 is a separate, divisible agreement from the rest of this agreement and shall remain valid and applicable notwithstanding that the Works may have been completed or that the Contract may be void or voidable or may have been cancelled for any reason.

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Acknowledgements:

- a) City of Johannesburg: Procedures for Approval of Building Plans;
- b) Nelson Mandela Metro Bay Municipality: Requirements and Procedures to follow for Site Development Plans;
- c) Buffalo City Municipality: Rezoning and Building Plan Submission Requirements;
- d) Longmeadow Business Estate Owners Association: Plan Submission Procedures;
- e) Capricorn Development Control and Design Manual (May 2000);
- f) ELIDZ Design Standard Guidelines: Osmond Lange (Aug 2004);
- g) ELIDZ Architectural Guidelines: Osmond Lange (Mar 2008).

ANNEXURE A
ACTIVITIES CLASSIFIED AS NOXIOUS USE/TRADE/INDUSTRY

A.1	Any use, trade or industry which constitutes a nuisance or a risk to health in neighbouring premises arising from vapours, effluvia, fluids, liquid waste matter, solid waste matter, noise, disturbance and dust – or which carry a high risk in the event of fire or an accident.
A.2	<p>Any activities which do not comply with the requirements of the following legislation (or amendments thereto, or relevant new legislation), or any activities which constitute a nuisance as envisaged in regulations that are promulgated from time to time in terms of such legislation:</p> <ul style="list-style-type: none"> a) National Water Act (No. 36 of 1998) b) Environmental Conservation Act (No. 73 of 1989 as amended by Act No. 98 of 1991) c) Physical Planning Act (No. 125 of 1991) d) Air Pollution Prevention Act (No. 45 of 1965) as amended by Acts Nos. 17/1973, 21/1981 and 15/1985; e) Public Health Act (No. 36 of 1919 as amended) f) Industrial Development Act (No. 22 of 1940 as amended) g) Mineral Act (No. 50 of 1991) h) Explosives Act, 1956 (Act 26 of 1956) i) Health Act, 1977 (Act 63 of 1977) j) National Environment Management Act (NEMA – No. 107 of 1998)
A.3	<p>Any installation, which in terms of the Occupational Health and Safety Act No. 85 of 1993 is classified as a "major hazard installation". The act defines a "major hazard installation as follows:</p> <ul style="list-style-type: none"> a) where more than the prescribed quantity of any substance is or may be kept, whether permanently or temporarily; or b) where any substance is produced, processed, used, handled or stored in such a form and quantity that it has the potential to cause a major incident.

Note: The onus is on the Developer to check that the Erf Planning Information given in Annexures B1 to B6 is correct.

ANNEXURE B-1							
Zone 1A: Erf Planning Information (May 2010)							
Erf	Area	Allowable Floor Area @ 1,5 FAR	Allowable Coverage @ 75%	Build-to Line from Street Boundary	Building Line from Side Boundary	Building Line from Back Boundary for Buildings > 8m in Height	Building Line from Back Boundary for Buildings < 8m in Height
No	m ²	m ²	m ²	m	m	m	m
60847	40867	61300	30650	15	4	20	15
60848	45736	68604	34302	15	4	20	15
60849	47863	71794	35897	15	4	20	15
60850	41407	62110	31055	15/10	4	20	15
60852	10465	15697	7848	15/10/10	4	N/A	N/A
60853	23910	35865	17932	15/10/10	4	N/A	N/A
60854	42888	64332	32166	15/10	4	20	15
60855	28263	42394	21197	15/15	4	N/A	N/A
60857	18748	28122	14061	15/15/15	4	20	15
60858	15659	23488	11744	15	4	20	15
60859	20418	30627	15313	15	4	20	20
60861	21985	32977	16488	15	4	20	20
60863	22839	34258	17129	15	4	20	20
60865	26359	39538	19769	15	4	20	15
60867	10257	15385	7692	15	4	20	20
60870	15874	23811	11905	15	4	20	20
60871	19917	29875	14937	15	4	20	20
60874	20876	31314	15657	15	4	30	30
60875	27895	41842	20921	15	4	30	30
60877	22750	34125	17062	15	4	30	30
60878	26709	40063	20031	15	4	30	30
60880	25130	37695	18847	15	4	30	30
60882	24148	36222	18111	15	4	30	30
60884	20397	30595	15297	15	4	10	10
60886	36593	54889	27444	15	4	30	30
60888	41618	62427	31213	15	4	30/20	30/20
60889	46244	69366	34683	15	4	20	20

ANNEXURE B-2

Zone 1A: Erf Planning Information (May 2010)

Erf	Area	Allowable Floor Area @ 1,5 FAR	Allowable Coverage @ 75%	Build-to Line from Street Boundary	Building Line from Side Boundary	Building Line from Back Boundary for Buildings > 8m in Height	Building Line from Back Boundary for Buildings < 8m in Height
No	m ²	m ²	m ²	M	m	m	m
60891	24885	37327	18663	15	4	20	20
60893	44915	67372	33686	15	4	20	20
60895	28825	43237	21618	15	4	20	20
60897	28077	42115	21057	15	4	20	20
60899	34158	51237	25618	15	4	20	20
60901	32331	48496	24248	15	4	20	20
60903	28366	42549	21274	15	4	20	20
60907	27501	41251	20625	15/15	4	N/A	N/A
60911	19030	28545	14272	15	4	4	4
60912	15928	23892	11946	15	4	4	4
60913	14382	21574	10787	15	4	4	4
60914	15655	23482	11741	15	4	4	4
60915	11822	17733	8866	15/15	4	N/A	N/A
60917	23339	35008	17504	15/15	4	N/A	N/A
60923	7606	11409	5704	15/6,5	2,5/4	N/A	N/A
60925	5439	8158	4079	15	2,5	4	4
60927	5415	8122	4061	15	2,5	4	4
60929	5498	8247	4123	15	2,5	4	4
60930	11809	17713	8856	15	2,5/4	N/A	N/A
60931	20622	30933	15466	15	4	4	4
60932	20622	30933	15466	15	4	4	4
60933	20622	30933	15466	15	4	4	4
60934	20622	30933	15466	15	4	4	4
60935	33670	50505	25252	15/15	4	N/A	N/A
60936	10452	15678	7839	15/6,5	2,5/4	N/A	N/A
60938	5900	8850	4425	6,5	2,5	4	4
60940	5900	8850	4425	6,5	2,5	4	4

ANNEXURE B-3

Zone 1A: Erf Planning Information (May 2010)

Erf	Area	Allowable Floor Area @ 1,5 FAR	Allowable Coverage @ 75%	Build-to Line from Street Boundary	Building Line from Side Boundary	Building Line from Back Boundary for Buildings > 8m in Height	Building Line from Back Boundary for Buildings < 8m in Height
No	m ²	m ²	m ²	m	m	m	m
60942	5900	8850	4425	6,5	2,5	4	4
60944	5900	8850	4425	6,5	2,5	4	4
60946	5900	8850	4425	6,5	2,5	4	4
60948	5900	8850	4425	6,5	2,5	4	4
60950	5900	8850	4425	6,5	2,5	4	4
60952	5900	8850	4425	6,5	2,5	4	4
60954	8970	13455	6727	6,5	2,5	4	4
60956	5707	8560	4280	15/6,5	2,5/4	N/A	N/A
60958	5510	8265	4132	15	2,5	4	4
60959	5498	8247	4123	15	2,5	4	4
60961	5498	8247	4123	15	2,5	4	4
60962	5498	8247	4123	15	2,5	4	4
60964	7680	11520	5760	15/6,5	2,5/4	N/A	N/A
60965	6000	9000	4500	6,5	2,5	4	4
60966	6000	9000	4500	6,5	2,5	4	4
60967	6000	9000	4500	6,5	2,5	4	4
60968	6000	9000	4500	6,5	2,5	4	4
60969	6000	9000	4500	6,5	2,5	4	4
60970	6000	9000	4500	6,5	2,5	4	4
60971	6000	9000	4500	6,5	2,5	4	4
60972	6000	9000	4500	6,5	2,5	4	4
60973	6000	9000	4500	6,5	2,5	4	4
60974	13572	20358	10179	15/6,5	2,5/4	N/A	N/A
60975	33687	50530	25265	15/15	4	4	4
60977	20515	30772	15386	15	4	4	4
60979	20515	30772	15386	15	4	4	4
60981	20515	30772	15386	15	4	4	4
60983	20515	30772	15386	15	4	4	4
60985	236226	354339	177169	15/15/15/15	N/A	N/A	N/A

ANNEXURE B-4

Zone 1B: Erf Planning Information (May 2010)

Erf	Area	Allowable Floor Area @ 1,5 FAR	Allowable Coverage @ 75%	Build-to Line from Street Boundary	Building Line from Side Boundary	Building Line from Back Boundary
No	m ²	m ²	m ²	m	m	m
60815	25003	37505	18752	15	4	15
60816	21154	31731	15866	15	4	15
60817	24634	36951	18476	15	4	15
60818	34474	51711	25856	15	4	15
60819	30575	45863	22931	15	4	15
60820	17973	26960	13480	15/15	4	N/A
60821	23402	35103	17552	15/15	4	N/A
60822	27805	41708	20854	15/15	4	N/A
60823	15166	22749	11375	15/15	4	N/A
60825	16162	24243	12122	15/15	4	N/A
60827	16065	24098	12049	15/15	4	N/A
60830	21582	32373	16187	15	4	4
60832	23034	34551	17276	15/15	4	N/A
60833	14866	22299	11150	15/15	4	N/A
60835	14832	22248	11124	15	4	4
60837	14828	22242	11121	15	4	4
60839	10561	15842	7921	15/15	4	N/A
60842	24873	37310	18655	15/15	4	N/A
60843	25662	38493	19247	15/15/15	4	N/A
60485	56631	84947	42473	15/15	4	4

ANNEXURE B-5

Zone 1D: Erf Planning Information (May 2010)

Erf	Area	Allowable Floor Area @ 1,5 FAR	Allowable Coverage @ 75%	Build-to Line from Street Boundary	Building Line from Side Boundary	Building Line from Back Boundary for Buildings > 8m in Height	Building Line from Back Boundary for Buildings < 8m in Height
No	m ²	m ²	m ²	m	m	m	m
42372	3030	4545	2273	2,5	2,5	2,5	2,5
42373	3250	4875	2438	2,5	2,5	2,5	2,5
42374	3250	4875	2438	2,5	2,5	2,5	2,5
42375	2806	4209	2105	2,5	2,5	2,5	2,5
42376	6606	9909	4955	2,5	2,5	2,5	2,5
42377	5548	8322	4161	2,5	2,5	2,5	2,5
42378	5906	8859	4430	2,5	2,5	2,5	2,5
42379	8352	12528	6264	2,5	2,5	2,5	2,5
42380	7494	11241	5621	2,5	2,5	2,5	2,5
42381	4282	6423	3212	2,5	2,5	2,5	2,5
42382	4285	6428	3214	2,5	2,5	2,5	2,5
42383	6096	9144	4572	2,5	2,5	2,5	2,5
42384	5942	8913	4457	2,5	2,5	2,5	2,5
42385	5778	8667	4334	2,5	2,5	2,5	2,5
42396	5592	8388	4194	2,5	2,5	2,5	2,5
42397	3800	5700	2850	2,5	2,5	2,5	2,5
42398	3800	5700	2850	2,5	2,5	2,5	2,5
42399	5924	8886	4443	2,5	2,5	2,5	2,5
56354	24100	36150	18075	2,5	2,5	2,5	2,5
56851	23700	35550	17775	2,5	2,5	2,5	2,5
69742	10790	16185	8093	2,5	2,5	2,5	2,5

ANNEXURE C

STAGE 1: DOCUMENTS TO BE SUBMITTED WITH THE SITE DEVELOPMENT PLAN

The **Stage 1 Submission** should be in the form of an A3 folded or stapled set of documents comprising:

- C.1 A signed covering letter addressed to the ELIDZ containing a declaration by the applicant that:
 - a) The applicant has the required authority to submit the application on behalf of the registered owner of the property;
 - b) That all information submitted is correct and true.
- C.2 A certified copy of the title deeds of the property.
- C.3 A Locality Plan indicating the application site in relation to the surrounding neighborhood and road system.
- C.4 A Site Development Plan (SDP) to a scale of 1:200 showing the following:
 - a) A dimensioned erf plan, with site contours, north point and erf nos.
 - b) If the site is to be subdivided, the proposed subdivision lines;
 - c) Existing servitudes and servitudes to be registered;
 - d) Building and Build-to Lines
 - e) Existing buildings, roads, entrances, parking areas, walkways and structures on applicant site and close thereto;
 - f) Existing services, pipelines, cables and telephone lines;
 - g) The proposed bulk earthworks;
 - h) The proposed siting and use of all buildings (including the security and other out buildings), structures and parking areas;
 - i) The floor plans and elevations of existing and proposed buildings;
 - j) The proposed refuse area;
 - k) The proposed entrance/ exit to and from the property;
 - l) The external finishes of all buildings – including the positions and visual appearance of all air conditioning units;
 - m) The proposed demarcation and numbering of parking bays;
 - n) The proposed pedestrian walkways;
 - o) The proposed routes of all services and points of connection to mains;
 - p) The proposed stormwater attenuation dam, with supporting calculations (Not required in Zones 1A, 1B & 1C);
 - q) The proposed treatment of the site boundaries eg walling, fencing, etc;
 - r) The nature and extent of all open spaces;
 - s) The nature and extent of the landscaping, including documents outlining the type of landscaping and the budget available;
 - t) Steps to be taken to minimize any negative impact of the proposed development on adjacent properties;
 - u) The phasing of construction.
 - v) Fire hydrants.

ANNEXURE C (Continued)

- C.5 A schedule of Town Planning Controls in the form of a table indicating the permitted and actual development in terms of the controls applicable to the site as indicated within the schedule below:

	Permitted		Planned	
a) Site Area	m ²	.....	m ²
b) FAR	decimals	.....	decimals
c) Height	storeys	.....	storeys
d) Coverage	%	%
e) Coverage	m ²	.....	m ²
f) Landscaped Area >15%	%	%
g) Landscaped Area >15%	m ²	.....	m ²
h) Building Lines:				
1) Boundary.....	m	.....	m
2) Boundary.....	m	.....	m
3) Boundary.....	m	.....	m
4) Boundary.....	m	.....	m
5) Boundary.....	m	.....	m
i) Schedule of Use Areas:				
1) Use 1	m ²	.....	m ²
2) Use 2	m ²	.....	m ²
3) Use 3	m ²	.....	m ²
4) Use 4	m ²	.....	m ²
5) Use 5	m ²	.....	m ²
6) Use 6	m ²	.....	m ²
j) Parking				
1) Offices	bays	.....	bays
2) Industrial Buildings	bays	.....	bays
3) Other.....	bays	.....	bays

ANNEXURE D

STAGE 2: DOCUMENTS TO BE SUBMITTED WITH THE DETAILED BUILDING PLANS

- D.1 The **Stage 2 Submission** should include:
- a) A covering letter confirming the intent and contents of the submission;
 - b) The ELIDZ approved Site Plan;
 - c) The Detailed Building Plans;
 - d) A Guarantee from an approved Insurance Company or Bank in favour of the ELIDZ (Refer to 10.5);
 - e) an Energy Efficiency Compliance Certificate provided by an ECSA Registered Professional Engineer or a Certified Energy Manager, accredited by South African Association for Energy Efficiency (Refer to 8.2)
 - f) Confirmation of the electrical demand for the development (kVA), water demand (m³/day) and effluent discharge quantity (m³/day).
- D.2 All drawings to be submitted in quadruplicate and be signed by the owner or his agent, as well as the architect.
- D.3 The **Working Drawings are to be** at a scale of 1 in 100 and to show the following:
- a) Floor plan, sections and elevations of each floor level;
 - b) All plans to be fully dimensioned;
 - c) Dimensioned details of foundations, floor structure, room heights and levels related back to a datum shown on the site plan of all floor levels, ceiling heights, eaves heights, structural elements and roof ridge levels.
 - d) The usage of all rooms.
 - e) All drainage details and sanitaryware.

ANNEXURE E

NAME OF INDUSTRY

Erf No

Signed

Date

CHECKLIST FOR REVIEW OF SITE DEVELOPMENT PLAN (STAGE 1)

The proposals will be rated in accordance with the following categories:

- A) Approved;
- C) Conditionally approved;
- R) Rejected, but will be reconsidered after compliance with certain conditions and/or on receipt of required information;
- X) Rejected outright.

Ref	Description	A	C	R	X
E.1	Signed covering letter.....				
E.2	Locality Plan.....				
E.3	1 in 200 Site Development Plan.....				
	a) Dimensioned erf plan with site contours.....				
	b) Proposed subdivisions.....				
	c) Existing and proposed servitudes.....				
	d) Building and Build-to Lines.....				
	e) Existing buildings, roads etc.....				
	f) Existing services, pipelines, cables etc.....				
	g) Proposed bulk earthworks.....				
	h) Siting/use of all proposed buildings etc.....				
	i) Floor plans/ elevations of all buildings.....				
	j) Proposed refuse area.....				
	k) Proposed entrance to the property.....				
	l) External finishes/ AC units on buildings.....				
	m) Demarcation/numbering of parking bays.....				
	n) Proposed pedestrian walkways.....				
	o) Proposed routes & connections for all services..				
	p) Proposed SWD attenuation dams & calculations (Not required for Zones 1A, 1B & 1C).....				
	q) Proposed fencing and walling on site.....				
	r) Nature and extent of all open spaces.....				
	s) Nature and extent of landscaping etc.....				
	t) Minimizing impact on other properties.....				
	u) Phasing of construction.....				
	v) Fire hydrants.....				
E.4	Schedule of Town Planning Controls.....				
E.5	Parking.....				
	Recommendation for Stage 1 Submission				

ANNEXURE F

NAME OF INDUSTRY

Erf No

Signed

Date

CHECKLIST FOR REVIEW OF DETAILED BUILDING PLANS (STAGE 2)

The proposals will be rated in accordance with the following categories:

- B) Approved;
- D) Conditionally approved;
- Y) Rejected, but will be reconsidered after compliance with certain conditions and/or on receipt of required information;
- X) Rejected outright.

Ref	Description	A	C	R	X
F.1	Stage 2 Submission				
	a) Covering letter confirming intent of submission..				
	b) The ELIDZ approved Site Plan.....				
	c) The Detailed Building Plans.....				
	d) A Bank or Insurance Guarantee.....				
	e) An Energy Efficiency Compliance Certificate.....				
F.2	Working drawings (1 in 100).....				
	a) Floor plan, sections and elevations of each floor				
	b) All plans to be fully dimensioned.....				
	c) Sections showing dimensioned details of foundations, floor structure, room heights.....				
	d) Plan showing usage of all rooms.....				
	e) All new drainage details & sanitaryware.....				
F.3	Working Drawings				
	Recommendation for Stage 2 Submission				

ANNEXURE G

CHECKLIST FOR PROJECT COMPLIANCE CERTIFICATE

NAME OF INDUSTRY

Erf No

Signed

Date

The work items will be rated in accordance with the following categories:

A) Approved;

R) Rejected, but will be considered after compliance with certain conditions.

Ref	Description	A	R
G.1	Written request for Project Compliance Certificate.....		
G.2	Copies of BCM approved drawings.....		
G.3	Earthworks.....		
G.4	Roads.....		
G.5	Pathways.....		
G.6	Buildings.....		
G.7	Roofs.....		
G.8	Painting and finishes.....		
G.9	SWD.....		
G.10	Attenuation dam.....		
G.11	Landscaping and establishment of gardens.....		
G.12	Connections to ELIDZ services.....		
G.13	Boundary walls and fences.....		
G.14	Reinstatement of adjoining properties and fences.....		
G.15	Clearing up of site on completion.....		
G.16	Submission of "Record" Drawings.....		
G.17	Reinstatement of boundary pegs, if required.....		
G.18	Electrical Certificate of Compliance		
G.19	Certificate of Occupation issued by BCM		
G.20	Project Closure Instruction issued by SHEQM.....		
	Recommendation for Issue of Project Compliance Certificate		

ANNEXURE H

PRO FORMA

FORM OF GUARANTEE

WHEREAS the ELIDZ (Pty) Ltd (hereinafter called the ELIDZ) entered into a Sales or Lease Agreement or Pre-Lease Agreement with

.....
(hereinafter called "the Purchaser" or "the Lessee" as the case may be) on theday of 20....

at

AND WHEREAS it is provided by such Agreement that the
*Purchaser/Lessee shall provide the ELIDZ with security by way of a guarantee for the due fulfillment of the *Purchaser's/Lessee's obligations in terms of the principles laid down in the ELIDZ Development Manual for any proposed development on the erf/erven which is/are the subject of the Agreement.

AND WHEREAS.....
has/have at the request of the *Purchaser/Lessee, agreed to give such guarantee;

NOW THEREFORE WE.....
do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the ELIDZ under renunciation of the benefits of division and excussion for the due and faithful fulfillment by the *Purchaser/Lessee of the *Purchaser's/Lessee's commitments in terms of the principles laid down in the ELIDZ Development Manual and the *Purchaser's/Lessee's approved development proposals, subject to the following conditions:

- a) The ELIDZ shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the ELIDZ Development Manual, and/or to agree to any modifications, variations, alterations or directions and its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the ELIDZ may take under such Agreement;

- b) This guarantee shall be limited to the payment of a sum of money;
- c) The Quantum of the guarantee shall be assessed in accordance with Clause 10.5.2 of the ELIDZ Design Manual;
- d) The ELIDZ shall be entitled, without reference to us, to release any guarantee held by it;
- e) This guarantee shall remain in full force and effect until the issue of the Project Compliance Certificate by the ELIDZ, unless we are advised in writing by the ELIDZ before the issue of the said Certificate of its intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in force and effect until all such claims have been paid or liquidated.
- f) Our total liability hereunder shall not exceed the sum of

.....(R.....)

- g) The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease;
- h) We undertake to pay the ELIDZ such sum of money as it calls upon us to pay (but not exceeding the sum stipulated in f) above) immediately upon the ELIDZ demanding such payment.
- i) We hereby choose our address for the serving of all notices for all purposes arising here from as

.....

.....

IN WITNESS WHEREOF this guarantee has been executed by us at

.....

On this..... day of20.....

Signature.....

Duly authorized to sign on behalf of.....

As witnesses:

1.

2.

ANNEXURE I

TRIPARTITE AGREEMENT BETWEEN THE

ELIDZ (PTY) LTD

and the

DEVELOPER

and his

CONTRACTOR

TRIPARTITE AGREEMENT BETWEEN THE ELIDZ, THE DEVELOPER, AND HIS CONTRACTOR

1.0 INTRODUCTION

- 1.1 This Agreement forms an Addendum to the ELIDZ Development Manual and it is to be read in conjunction with the Manual. The terms used in this Agreement shall have the meanings ascribed to them in the Development Manual.
- 1.2 The ELIDZ (PTY) Ltd, the body that is legally responsible for the operation and maintenance of the IDZ Estate, has adopted a set of Rules for governing the Estate. They are termed the Zone Rules. All persons entering the Estate are required to obey the Zone Rules. The Zone Rules include certain rules which are specifically related to construction activities on site. They are termed the Construction Rules.
- 1.3 The Construction Rules are set out below.

2.0 CONSTRUCTION RULES

- 2.1 The purpose of the Construction Rules is to ensure that all construction work within the IDZ Estate is conducted safely and with the minimum of inconvenience and disruption to Property Owners and Tenants.
- 2.2 The Construction Rules are binding on all Developers, their Contractors and sub-contractors. All Contractors are obliged to ensure that their sub-contractors are made aware of and comply with the Construction Rules. Developers are required to include the Construction Rules in their entirety in any contracts concluded in respect of any construction work in the IDZ Estate.
- 2.3 All Developers and Contractors engaged in any form of construction work within the IDZ Estate will be required to enter into a Tripartite Agreement with the ELIDZ. A separate agreement will be required for each Contractor appointed by the Developer.
- 2.4 The ELIDZ (the controlling authority for the IDZ Estate) will be represented by the Chief Executive Officer of the ELIDZ. The CEO and his authorized representative will be empowered to issue instructions to the Developer and/or his Contractor in terms of this Tripartite Agreement.
- 2.5 Unless otherwise agreed by the ELIDZ construction activities are limited to the following hours:

Normal weekday	06h00 to 18h00
Saturdays	08h00 to 13h00
- 2.6 Construction activities are not permitted on Sundays and Public Holidays without special permission from the ELIDZ.

- 2.7 Construction personnel are not permitted to remain on site outside of the above stated times without special permission from the ELIDZ.
- 2.8 Compliance with the ELIDZ Construction and Environmental Management Plan (CEMP) requirements is required at all times. No construction shall commence on any activities, prior to the method statements for these activities having been approved by the ELIDZ's Principal Environmental Control Officer.
- 2.9 Vehicular entry to the IDZ Estate will be limited to vehicles which have been duly authorised by the ELIDZ for access to the IDZ estate.
.
- 2.10 All temporary personnel and construction workers will be required to wear identification badges at all times while within the Estate.
- 2.11 The Contractor shall provide facilities for rubbish disposal and ensure that workers use the facilities provided. Rubbish and/or rubble shall be removed weekly and be disposed of at an approved disposal site. It shall not be burnt or disposed of within the IDZ Estate.
- 2.12 The construction site is to be kept clean and neat at all times.
- 2.13 All materials delivered to site shall be offloaded on the site itself and shall not encroach onto the sidewalk, unless prior permission has been obtained from the ELIDZ.
- 2.14 Sand, mud or rubble washed onto the sidewalk or road shall be removed by the Developer or his Contractor within 48 hours. Such material shall not be washed into the stormwater system.
- 2.15 Deliveries from suppliers shall be scheduled during normal working hours only.
- 2.16 It is incumbent on the Developer and/or Contractor to provide toilet facilities for the workers in terms of Buffalo City Municipality's by-laws. A minimum 3,0 m x 3,0 m screened area must be provided for use as a changing area for construction workers.
- 2.17 Developers, contractors, sub-contractors and the professional teams engaged in construction within the IDZ Estate will be permitted to erect name signs on the erf where the construction is taking place provided the signs are in accordance with the standard specifications of the professional or trade associations. The signs shall be removed within six weeks of the completion of the works.

- 2.18 Before the Developer and/or his contractor commence work on site he shall ensure that they have obtained all available information concerning existing services, erf pegs, erf boundaries, building lines and servitudes. They will be required to take due care for all work that is done.

- 2.19 The Developer will be legally responsible and held liable by the ELIDZ for all damage caused by his employees, contractors and sub-contractors during the course of the construction work. In the event that any damage is caused to any of the ELIDZ's existing underground services, the ELIDZ shall immediately be informed of such damage. Whilst the developer/contractor will be liable for the cost of the repairs of such damage, in most cases the repairs will be undertaken by the ELIDZ, or an agent of the ELIDZ. In no instance shall the Developer and/or the contractor attempt to repair any such damage, without the prior written consent of the ELIDZ.
- 2.20 The ELIDZ requires written proof from the Developer that BCM has approved and passed the building plans prior to the commencement of any works on site.
- 2.21 The Developer will be responsible for protecting his erf pegs and ensuring that they are not disturbed by the construction work. If any peg is disturbed it shall be replaced by a qualified land surveyor at the expense of the Developer.
- 2.22 The ELIDZ has the right to suspend any construction activities which are not in accordance with the approved development proposals or the requirements described in the ELIDZ Development Manual; and will not be responsible for any losses sustained by a Developer or his Contractor or sub-contractors as a result thereof, or any claims or damages of whatsoever nature.
- 2.23 Should the ELIDZ have any reservations with regard to the conduct of the Developer or his Contractor and/or sub-contractors, it will endeavour to resolve the issue with the Developer and/or his Contractor, failing which, and only as a last resort, the ELIDZ reserves the right to suspend all construction activities until such conduct is rectified. The ELIDZ may suspend the work at any time and without notice, and free of recourse from the parties concerned.

3.0 ACCEPTANCE OF TRIPARTITE AGREEMENT

3.1 This Tripartite Agreement is fully understood by the undersigned, who hereby undertake to comply with the Construction Rules and the principles laid down in the ELIDZ Development Manual.

3.2 Thus signed and accepted thisday of20.....
at

Witnesses:

1.....
Developer

2.....

3.3 Thus signed and accepted thisday of20.....
at

Witnesses:

Witnesses:

1.....
Contractor

2..... Erf/erven

3.4 Thus signed and accepted thisday of20.....
at

Witnesses:

Witnesses:

1.....
Chief Executive Officer of the ELIDZ

2.....