



MONAGHAN FARM NPC

(Registration Number: 2008/001430/08)

BUILDER'S YARD RENTAL, OCCUPATION AND STORAGE AGREEMENT

PART A – SCHEDULE OF PARTICULARS

The particulars recorded in this Part A form part of the Agreement and must be completed in full before signature. Failure to complete any item of Part A shall not affect the validity or enforceability of this Agreement; any omitted particular shall be determined in accordance with clause 2.4 of Part B.

1. THE PARTIES

Monaghan Farm NPC, registration number 2008/001430/08, a non-profit company responsible for the management, administration and control of Monaghan Farm, with its offices at The Admin Office, ERF 128, Monaghan Farm, Lanseria, Gauteng, 1748, telephone 087 260 4000, email hoa@monaghanfarm.co.za ("MFHOA"); and the Contractor, whose details are recorded below:

Contractor (full registered name)	
Registration number	
VAT number (if applicable)	
Authorised representative	
Identity number	
Physical address (domicilium)	
Email address (domicilium)	
Telephone	

("the Contractor")

2. THE APPROVED PROJECT

ERF number	
Homeowner / Employer	
Date of Building Contract	
Anticipated completion date	
Project Agreement reference / date	

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3. THE BUILDER'S YARD

Unit number	
Contractor account number (allocated by MFHOA for billing)	
Category (tick one)	☐ With office building ☐ Without office building

4. COMMENCEMENT AND MONEY

Commencement Date	
Monthly Rental at commencement (per Fee Schedule)	R
Deposit (two months' Rental)	R

PART B – TERMS AND CONDITIONS

1. BACKGROUND

- 1.1 MFHOA has established a secured builders' yard precinct at the contractors' entrance to Monaghan Farm, comprising demarcated yards and lock-up storage units, for the storage of construction materials, tools, plant and approved temporary facilities by contractors undertaking approved building projects within Monaghan Farm.
- 1.2 For reasons of security and estate management, the Construction Rules require contractors undertaking approved building projects, where applicable to the project concerned, to rent a Builder's Yard and to store tools and materials there rather than on the building site, save for the limited on-site material storage permitted by the Construction Handbook.
- 1.3 The Contractor has been appointed by the Homeowner identified in Part A to undertake the Approved Project and has applied for the temporary use of a Builder's Yard. MFHOA has agreed to allocate the Builder's Yard identified in Part A to the Contractor on the terms of this Agreement.
- 1.4 The occupation of the Builder's Yard is a temporary commercial arrangement ancillary to the Approved Project. It creates no tenancy, residual right of occupation or expectation of renewal beyond the express terms of this Agreement.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement, unless the context indicates otherwise:

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- 2.1.1 "Agreement" means this Builder's Yard Rental, Occupation and Storage Agreement, including Part A and the Schedules;
- 2.1.2 "Approved Project" means the residential construction project identified in Part A, approved by MFHOA in respect of the ERF identified in Part A;
- 2.1.3 "Builder's Yard" means the yard and/or storage unit identified in Part A, situated within the builders' yard precinct at the contractors' entrance to Monaghan Farm;
- 2.1.4 "Building Contract" means the agreement between the Contractor and the Homeowner for the execution of the Approved Project;
- 2.1.5 "Business Day" means any day other than a Saturday, Sunday or public holiday in the Republic of South Africa (and applies to the reckoning of notice periods);
- 2.1.6 "Commencement Date" means the earlier of (a) the date recorded in Part A and (b) the date upon which the Contractor first takes occupation of the Builder's Yard, receives keys or access thereto, or places any property therein;
- 2.1.7 "Construction Rules" means the governing documents of MFHOA applicable to construction activities, whether adopted before or after the Commencement Date and as adopted, amended, replaced or supplemented from time to time, including: (a) the Memorandum of Incorporation of MFHOA; (b) the Rules and Regulations of Monaghan Farm NPC; (c) the Builders' and Contractors' Regulations and Conduct Agreement, until replaced by the Construction Handbook; (d) upon its adoption and publication by MFHOA, the Monaghan Farm Construction Management System, comprising the Monaghan Farm Construction Guide, the Project Agreement framework, the Project Administration Schedules and the Builders' and Contractors' Construction Management Regulations (Construction Handbook); (e) the Architectural and Landscape Regulations; (f) the Fee Schedule; and (g) any further construction-related regulations, guides, procedures or policies published by MFHOA;
- 2.1.8 "Deposit" means the security deposit referred to in clause 6;
- 2.1.9 "Project Agreement" means the Monaghan Farm Project Agreement concluded, or to be concluded following adoption of the Construction Management System, between MFHOA and the Homeowner in respect of the Approved Project, together with its Project Administration Schedules, where applicable;
- 2.1.10 "Fee Schedule" means the Monaghan Farm Fees, Charges and Penalty Structure published by MFHOA, as amended from time to time;

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- 2.1.11 "Rental" means the monthly Builder's Yard rental determined in accordance with the Fee Schedule;
- 2.1.12 "Working Day" means any day on which construction activities are permitted within Monaghan Farm, excluding Saturdays, Sundays, public holidays and any estate shutdown period declared by MFHOA; and
- 2.1.13 "Contractor" means the party identified in Part A, being the Principal Contractor appointed by the Homeowner in respect of the Approved Project as contemplated in the Construction Rules, and includes its employees, subcontractors, suppliers and invitees where the context requires.
- 2.2 The singular includes the plural and vice versa; a reference to a natural person includes a juristic person; headings do not affect interpretation; references to legislation include amendments and replacements; and any approval or consent required from MFHOA must be in writing.
- 2.3 If any provision of this Agreement is invalid or unenforceable, the remaining provisions continue in full force.
- 2.4 Omitted particulars. The omission or incomplete recording of any item in Part A shall not invalidate this Agreement or affect its enforceability. In such event: (a) the Commencement Date shall be determined in accordance with clause 2.1.6 by reference to the date the Contractor first takes occupation; (b) the Rental and the Deposit shall be those determined by the Fee Schedule prevailing at the Commencement Date for the applicable yard category and, failing recordal of the category, for the category corresponding to the yard actually allocated; (c) the Builder's Yard shall be the yard actually allocated to and occupied by the Contractor; and (d) the Approved Project shall be the project in respect of which MFHOA granted the Contractor access to Monaghan Farm.
- 2.5 In the event of any conflict between this Agreement and the Construction Rules (including the Construction Handbook) in relation to the rental, occupation or storage use of the Builder's Yard, the provisions of this Agreement shall prevail.

3. ALLOCATION, PURPOSE AND NO TENANCY

- 3.1 MFHOA allocates the Builder's Yard to the Contractor for the sole purpose of facilitating the Approved Project, with effect from the Commencement Date, subject to the terms of this Agreement.
- 3.2 The Builder's Yard is for the exclusive use of the Contractor. The Contractor shall not assign this Agreement, sublet the Builder's Yard, share occupation with any other contractor or permit any third party to occupy it, without the prior written approval of MFHOA.

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- 3.3 The Contractor shall occupy only the allocated Builder's Yard, and no materials, equipment, structures or activities shall extend beyond its boundaries. MFHOA may require any encroachment to be removed immediately.
- 3.4 No occupation prior to signature. The Contractor shall not be given access or keys, and shall not take occupation, before (a) this Agreement has been signed by both parties, (b) the Deposit and first month's Rental have been paid in full, and (c) the joint incoming inspection in clause 7 has been completed. Should the Contractor nevertheless take occupation of, or place property in, a Builder's Yard before signature, such occupation shall be on the terms of this Agreement, which the Contractor shall be deemed to have accepted by such occupation, and Rental shall run from the date of such occupation.
- 3.5 No tenancy. The Contractor acknowledges that it acquires a temporary personal right of occupation only, ancillary to the Approved Project; that no lease protections, rights of renewal, holding-over rights or rights of permanent occupation arise; and that no person shall reside or sleep overnight in the Builder's Yard in any circumstances.

4. DURATION AND TERMINATION

- 4.1 This Agreement commences on the Commencement Date and endures for a minimum period of two (2) consecutive calendar months, whereafter it continues on a month-to-month basis. Rental for the full minimum period remains payable even if the Contractor vacates earlier.
- 4.2 This Agreement terminates automatically, without notice, on the earliest of:
- 4.2.1 completion of the Approved Project (evidenced by MFHOA's final approval of the works or the issue of an occupation certificate, whichever occurs first);
 - 4.2.2 termination or cessation of the Building Contract, or the Contractor otherwise ceasing to undertake construction within Monaghan Farm;
 - 4.2.3 the permanent revocation of the Contractor's access to Monaghan Farm in terms of the Construction Rules; or
 - 4.2.4 the termination or lapse of any Project Agreement concluded in respect of the Approved Project.
- 4.3 Either party may terminate this Agreement on one (1) calendar month's written notice, provided that such notice shall not shorten the minimum period in clause 4.1. MFHOA may on the same notice require the Contractor to relocate to a comparable alternative Builder's Yard where MFHOA requires the allocated yard for operational purposes.
- 4.4 MFHOA may cancel this Agreement with immediate effect by written notice where:

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- 4.4.1 Rental or any other amount remains unpaid for seven (7) days after written demand;
 - 4.4.2 the Contractor commits a material breach of this Agreement or the Construction Rules and fails to remedy it within the period stated in a written notice (which shall be not less than five (5) Working Days, save in the case of an immediate risk to safety, security or the environment, where no notice period is required);
 - 4.4.3 the Builder's Yard is used for residential occupation or any unlawful purpose;
 - 4.4.4 the Contractor is placed in liquidation, business rescue or sequestration, whether provisional or final, or commits an act of insolvency.
- 4.5 Termination does not affect rights and obligations which arose before termination, and clauses 4.6 (holding over), 5.3 to 5.5 (rental, interest and certificate), 9 (vacating), 10 (abandoned property), 12 (recovery of costs) and 13 (liability, indemnity and insurance) survive termination.
- 4.6 Holding over. Should the Contractor remain in occupation of the Builder's Yard, or leave property therein, after termination of this Agreement for any reason, such occupation shall not constitute a renewal, relocation or new lease. The Contractor shall pay occupational rental equal to the Rental, calculated pro rata for each day of continued occupation, from the date of termination until the Builder's Yard is returned in accordance with clause 9.3 or the property is dealt with under clause 10, without prejudice to MFHOA's right to recover possession and any further damages. Acceptance by MFHOA of occupational rental or any other payment after termination shall not be construed as consent to continued occupation or as a tacit relocation.
- 4.7 Suspension of access. A temporary suspension of the Contractor's access to Monaghan Farm, including a Contractor Lock-Out implemented under the Construction Rules, shall not terminate this Agreement and shall not suspend or abate any obligation of the Contractor, including the obligation to pay Rental.

5. RENTAL AND PAYMENT

- 5.1 Rental is charged in accordance with the Fee Schedule. Changes to the Rental take effect on not less than one (1) calendar month's written or published notice.
- 5.2 Rental is payable monthly in advance, free of deduction or set-off, on or before the first day of each calendar month. The first month's Rental is payable before occupation.
- 5.3 Rental remains payable until the Builder's Yard has been vacated, cleared of all property, and accepted back by MFHOA in writing following the final inspection in clause 9. Failure to utilise the Builder's Yard does not relieve the Contractor of the obligation to pay Rental.



- 5.4 All overdue amounts bear interest at the prescribed rate of interest in terms of the Prescribed Rate of Interest Act 55 of 1975, from due date to date of payment.
- 5.5 A certificate signed by the General Manager or any director of MFHOA shall constitute prima facie proof of the amount owing by the Contractor for all purposes, including judgment.

6. SECURITY DEPOSIT

- 6.1 Before taking occupation the Contractor shall pay a Deposit equal to two (2) months' Rental. The Deposit is security for the due performance of all the Contractor's obligations, is separate from and additional to any building or contractor's deposit payable under the Fee Schedule, and may not be applied by the Contractor as rental.
- 6.2 The Deposit shall be held by MFHOA as part of its general funds, without investment for the benefit of the Contractor and without the payment of interest to the Contractor.
- 6.3 MFHOA may apply the whole or any part of the Deposit to any amount owing by the Contractor or any cost incurred by MFHOA by reason of the Contractor's breach, including unpaid Rental, fees, charges and penalties; repairs, cleaning, removal of rubble, refuse or property; reinstatement; storage, transport and disposal costs; replacement keys and locks; and legal costs. MFHOA may further apply the Deposit to any other construction-related amount owing by the Contractor to MFHOA in connection with the Approved Project, including as contemplated in any applicable Project Agreement or the Construction Rules.
- 6.4 Where any part of the Deposit is so applied during the currency of this Agreement, the Contractor shall reinstate the Deposit in full within seven (7) days of written demand. Failure to do so is a material breach.
- 6.5 The Deposit, less amounts properly applied, shall be refunded within thirty (30) days after the last of: termination of this Agreement; completion of the final inspection; completion of any reinstatement required of the Contractor; and settlement of all amounts owing to MFHOA.
- 6.6 Where the Deposit is insufficient, the Contractor shall pay the shortfall on written demand.

7. CONDITION REPORT AND INSPECTIONS

- 7.1 Before occupation the parties shall jointly inspect the Builder's Yard and record its condition (including fencing, gates, any office or storage building, doors, windows, locks, electrical and plumbing installations, paving and keys issued) in the Condition Report (Schedule A), which forms part of this Agreement. The Contractor accepts the Builder's Yard in the condition so recorded.



- 7.2 MFHOA may inspect the Builder's Yard at any reasonable time on reasonable notice, and without notice where safety, security or environmental risk reasonably requires urgent intervention.
- 7.3 Following an inspection MFHOA may issue a written compliance notice identifying damage, maintenance items, housekeeping deficiencies or breaches, which the Contractor shall remedy within the period stated. If the Contractor fails to do so, MFHOA may act under clause 11.

8. USE, CARE AND ACCESS

- 8.1 Permitted use. The Builder's Yard may be used solely for the temporary storage of building materials, construction equipment, plant, tools, scaffolding and temporary works associated with the Approved Project, and for approved temporary facilities, namely a temporary site office, a lockable shipping container and/or a temporary storage shed. No other structure may be placed or erected, and nothing permanent may be erected. MFHOA may require containers to be painted Obsidian Glass (dark grey) or another approved colour.
- 8.2 Prohibited use. The Builder's Yard shall not be used for residential occupation, overnight accommodation or sleeping; accommodation of employees or subcontractors; cooking; ablution facilities other than approved temporary facilities; commercial trading; vehicle repairs or servicing; storage unrelated to the Approved Project (including household furniture or personal effects); entertainment or gatherings; braais or open fires; or any unlawful activity.
- 8.3 Hazardous substances. No fuels, paraffin, explosives, hazardous chemicals or hazardous waste may be stored without MFHOA's prior written approval and then only in compliance with applicable legislation. Gas cylinders required for normal construction shall be secured upright, stored in accordance with occupational health and safety legislation and not inside buildings. The Contractor shall immediately report any spill, fire or environmental incident.
- 8.4 Deliveries. Bulk deliveries shall, where reasonably practical, be made to the Builder's Yard and materials thereafter transported to the building site in smaller vehicles. No materials may be offloaded on roads, road reserves, common property or neighbouring yards or erven. The Contractor is responsible for all deliveries made on its behalf.
- 8.5 Access. Access to the builders' yard precinct is permitted only through the contractors' entrance, which is controlled by MFHOA security, and only during published construction operating hours. No access or deliveries are permitted on Saturdays, Sundays, public holidays or during estate shutdown periods without MFHOA's prior written approval. The Contractor shall keep its storage unit, office and any container locked and secure whenever unattended, and shall not interfere with,



damage or compromise the perimeter fencing, gates or access control of the precinct.

- 8.6 Housekeeping and maintenance. The Contractor shall keep the Builder's Yard clean, safe, orderly and free of excessive rubble and weeds; control dust and stormwater pollution; stack materials safely; and maintain the Builder's Yard and any building and improvements (including doors, windows, glazing, locks, sanitary, electrical and light fittings and internal finishes) in substantially the condition recorded in the Condition Report, fair wear and tear excepted. Damage caused during occupation shall be repaired by the Contractor at its cost and any damage shall be reported to MFHOA immediately. The Contractor shall not alter the Builder's Yard, any building or any services, and shall not use the Builder's Yard as a waste transfer station.

9. VACATING AND FINAL INSPECTION

- 9.1 Upon termination of this Agreement the Contractor shall immediately vacate the Builder's Yard, remove all materials, equipment, temporary structures, containers, rubble and refuse, repair damage caused by it, return all keys, and restore the Builder's Yard to substantially the condition recorded in the Condition Report, fair wear and tear excepted.
- 9.2 The Contractor shall notify MFHOA in writing when the Builder's Yard has been vacated, whereafter the parties shall conduct a final joint inspection against the Condition Report. Defects, cleaning and reinstatement requirements shall be recorded in writing and remedied by the Contractor within the period stated, failing which MFHOA may act under clause 11.
- 9.3 The Builder's Yard is regarded as returned only when MFHOA has confirmed in writing that occupation has terminated.

10. ABANDONED PROPERTY

- 10.1 Property of the Contractor remaining in the Builder's Yard shall be deemed abandoned only where both of the following requirements are met:
- 10.1.1 this Agreement has terminated (whether by effluxion of time, automatic termination under clause 4.2, notice under clause 4.3 or cancellation under clause 4.4); and
- 10.1.2 the Contractor has failed to remove such property within ten (10) Working Days after MFHOA has given written notice calling for its removal and warning of the consequences of failure to remove, which notice shall be given both (a) to the Contractor's domicilium (physical or email) and (b) by affixing a copy prominently at the Builder's Yard.
- 10.2 Upon such deemed abandonment MFHOA may, as the agreed agent of the Contractor and at the Contractor's cost and risk: secure the Builder's Yard; compile

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a written inventory of the property supported by date-stamped photographs; remove, transport and store the property; and remove temporary buildings and containers. Rubble, refuse, perishables and items of no commercial value may be disposed of immediately.

- 10.3 The Contractor may recover the property within thirty (30) calendar days of the notice referred to in clause 10.1.2 against payment of all amounts owing to MFHOA, including removal, transport and storage costs.
- 10.4 Failing such recovery, MFHOA may dispose of the property by public auction or, where an auction is not commercially practical having regard to the nature and value of the property, by private treaty or tender, provided that written notice of the intended disposal is given to the Contractor's domicile not less than fourteen (14) days beforehand.
- 10.5 The proceeds of disposal shall be applied in the following order: costs of removal, transport, storage, security and disposal; unpaid Rental and occupational rental under clause 4.6; unpaid fees, charges and penalties; damages suffered by MFHOA arising from the Contractor's occupation; and legal costs. The Contractor remains liable for any shortfall.
- 10.6 Any surplus shall be held by MFHOA for the benefit of the Contractor and paid to the Contractor on written demand, subject to MFHOA's right of set-off in respect of any further amounts owing.
- 10.7 MFHOA shall exercise reasonable care in the removal, storage and disposal of property under this clause but shall not otherwise be liable for loss of or damage to such property, save where caused by the gross negligence or wilful misconduct of MFHOA.
- 10.8 The rights in this clause are in addition to, and do not derogate from, MFHOA's rights at law, including the lessor's tacit hypothec.

Contractor's initials: _____

11. REMEDIAL WORKS BY MFHOA

- 11.1 Where the Contractor fails to perform any maintenance, cleaning, repair, safety or reinstatement obligation within the period stated in a written notice, MFHOA may enter the Builder's Yard, perform the obligation itself or through others, and recover all reasonable costs from the Contractor, including by application of the Deposit.
- 11.2 This clause does not entitle MFHOA to remove the Contractor's property or structures except (a) under clause 10 after termination, or (b) to the extent reasonably necessary to address an immediate risk to safety, security or the environment, in which case MFHOA may act without prior notice and shall notify the Contractor as soon as practicable thereafter.



Contractor's initials: _____

12. RECOVERY OF COSTS AND PENALTIES

- 12.1 Any amount owing by the Contractor under this Agreement is a debt due and payable to MFHOA on demand and may be recovered by application of the Deposit, invoice, legal proceedings and/or from the proceeds of disposal under clause 10.
- 12.2 The penalties published in the Fee Schedule apply to the Contractor as agreed contractual penalties for the contraventions there described. The parties agree that such penalties are genuine pre-estimates of the prejudice suffered by MFHOA and are recoverable in addition to, and not in lieu of, any damages suffered by MFHOA, as expressly provided in this clause.
- 12.3 The Contractor shall pay all legal costs incurred by MFHOA in enforcing this Agreement on the attorney and client scale, including collection commission and tracing charges.
- 12.4 The remedies in this Agreement are cumulative and do not limit any rights available to MFHOA at law.

13. LIABILITY, INDEMNITY AND INSURANCE

- 13.1 The Contractor occupies and uses the Builder's Yard at its own risk. Save where caused by the gross negligence or wilful misconduct of MFHOA, MFHOA shall not be liable for any loss of or damage to any property of the Contractor, its employees, subcontractors or suppliers, or for any loss arising from theft, vandalism, fire, flood, storm, power failure, acts of God, civil unrest or interruption of construction activities, whether or not security services are provided in the builders' yard precinct.
- 13.2 The Contractor is liable for all loss, damage or injury caused by the Contractor, its employees, subcontractors, suppliers, delivery vehicles or visitors, and indemnifies and holds harmless MFHOA, its directors, employees, agents and contractors against all claims, losses, liabilities, damages, costs and expenses arising from the Contractor's occupation or use of the Builder's Yard, save to the extent caused by the gross negligence or wilful misconduct of MFHOA.
- 13.3 The Contractor shall insure its property in the Builder's Yard, and shall before occupation provide MFHOA with proof of public liability insurance in an amount reasonably required by MFHOA and of registration and good standing under the Compensation for Occupational Injuries and Diseases Act 130 of 1993.
- 13.4 Nothing in this Agreement excludes liability which cannot lawfully be excluded.

Contractor's initials: _____



14. COMPLIANCE WITH CONSTRUCTION RULES

14.1 The Contractor acknowledges that it has received, read and understood the Construction Rules and undertakes to comply with them and with all applicable legislation, including occupational health and safety, environmental and fire-prevention legislation. Nothing in this Agreement relieves the Contractor of its statutory obligations.

15. NOTICES AND DOMICILIUM

15.1 The parties choose as their respective domicilium citandi et executandi the physical and email addresses recorded in Part A (for the Contractor) and clause 1 of Part A (for MFHOA). Either party may change its domicilium on seven (7) days' written notice, provided the new physical address is not a post office box.

15.2 A notice delivered by hand is deemed received on delivery; a notice sent by email is deemed received on the first Business Day after transmission, unless a delivery failure notification is received.

16. GENERAL

16.1 Waiver of lien. The Contractor waives any lien or right of retention it may have over the Builder's Yard or any building or improvement thereon.

16.2 Cession. MFHOA may cede its rights under this Agreement. The Contractor may not cede, assign or delegate any right or obligation without MFHOA's prior written consent.

16.3 Jurisdiction. The parties consent, in terms of section 45 of the Magistrates' Courts Act 32 of 1944, to the jurisdiction of the Magistrates' Court having jurisdiction over Monaghan Farm in respect of any claim by MFHOA arising from this Agreement, notwithstanding that the claim may otherwise exceed the jurisdiction of that court, without prejudice to MFHOA's right to institute proceedings in the High Court.

16.4 Governing law. This Agreement is governed by the laws of the Republic of South Africa.

16.5 Whole agreement; variation; relaxation. This Agreement constitutes the whole agreement between the parties regarding the Builder's Yard. No variation or consensual cancellation is effective unless in writing and signed by both parties. No indulgence or relaxation by MFHOA constitutes a waiver of its rights.

16.6 No partnership. Nothing in this Agreement creates a partnership, agency (save as expressly provided in clause 10.2), employment relationship or joint venture.

16.7 The Contractor confirms that clauses 10, 11 and 13, which limit MFHOA's liability, confer remedies on MFHOA and impose risk and indemnity obligations on the

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Contractor, have been drawn to its attention before signature, and has initialled those clauses to confirm this.

Signed at _____ on this _____ day of _____ 20____.

For Monaghan Farm NPC (duly authorised)

Name: _____ Designation: _____

Signed at _____ on this _____ day of _____ 20____.

For the Contractor (duly authorised)

Name: _____ Capacity: _____

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SCHEDULE A – BUILDER'S YARD CONDITION REPORT

To be completed jointly on occupation and again at the final inspection. Tick “OK” where the item is in good order; record any defect or comment. Attach date-stamped photographs of any defect.

Item	In: OK	On occupation – defects / comments	Out: OK	On vacating – defects / comments
Boundary fencing	☐		☐	
Gates	☐		☐	
Office / storage building	☐		☐	
Roof	☐		☐	
Walls (internal and external)	☐		☐	
Doors	☐		☐	
Windows and glazing	☐		☐	
Locks	☐		☐	
Keys issued (state number)	☐		☐	
Electrical installation and light fittings	☐		☐	
Plumbing and sanitary fittings	☐		☐	
Paving and hardstand areas	☐		☐	
Vegetation / weed growth	☐		☐	
Other / existing defects	☐		☐	
Photographs attached	☐		☐	

	On occupation	On vacating
Date		
MFHOA representative (name)		
Contractor representative (name)		
Signatures (MFHOA / Contractor)		

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SCHEDULE B – HANDOVER CERTIFICATE

I, the undersigned, duly authorised for the Contractor, acknowledge that (tick each):

- ☐ the Builder's Yard has been jointly inspected;
- ☐ the Condition Report (Schedule A) is correct;
- ☐ the Builder's Yard has been received in the condition recorded;
- ☐ the keys listed in the Condition Report have been received (where applicable);
- ☐ I understand and accept the terms of this Agreement, including clauses 10, 11 and 13.

Contractor representative (name)	
Date	
Signature	