



I, We, the undersigned,

(in this contract referred to as the 'Seller')

being the registered owner of

(in this contract referred to as the 'Property')

do hereby grant:

(in this contract referred to as the 'Agent')

together with all buildings and erections thereon and all fixtures and fittings of a permanent nature pertaining to the Property,

for the sum noted below, or such price mutually agreed upon between the purchaser and myself, subject to the following terms and conditions ;

1. This is an Joint Mandate and shall extend until 24h00 on _____ from date of signature.
If a joint mandate, shall be shared with _____ on a basis of _____ % to _____ and _____ % to the other party unless otherwise agreed to between agencies.
2. The property shall be marketed at a gross Selling Price of R _____
(_____)In Words.
3. The Seller will be entitled to terminate this mandate at any time prior to the date of expiry of the Mandate Period by giving 20 (twenty) business days written notice to the Agent. If the Seller is a juristic person for purposes of the Consumer Protection Act 68 of 2008 then the notice provisions of this clause shall not apply.
4. The Seller confirms that he/she/it selected and engaged the Agent under this Mandate Agreement as a result of;
(Tick appropriate box: ☒)
 - ☐ Approached the Agency independently
 - ☐ Approached by the Agent by means of Direct Marketing (in person or via, mail, telephone, sms, email, etc)
 - ☐ Other (Specify) _____
5. Should this mandate contract have arisen from Direct Marketing, then the Mandator may, in terms of Section 16 of the Consumer Protection Act, rescind this contract, without penalty or charge, on written notice to the Seller within 5 (five) business days from date of signature hereto.
6. Should this be considered a Fixed Term Agreement in terms of the Consumer Protection Act, No 68 of 2008, then the Agent shall, not more than 80 (eighty) and not less than 40 (forty) days prior to the expiry date of this mandate, notify the Seller, in writing, of such pending expiry, as well as any material changes or conditions that would apply if a new mandate was to be concluded.

Unless the Seller agrees to a further fixed term mandate, or expressly notifies the Agent or Agency in writing, to cancel

this mandate upon expiry, then this mandate shall in terms of the above Act, automatically be deemed to have been extended beyond the expiry date on a month to month basis.

7. The Seller;

7.1 Verifies the correctness of, including any statements, of the information contained herein and other supporting schedules, in particular the Seller's Declaration as annexed hereto (if applicable), regarding the condition and status of the property and indemnifies the agent from any responsibility for non-disclosed information. The Seller understands that his failure to complete the Seller's Declaration will be pointed out to any prospective purchaser or his agent.

7.2 Warrants that he/she has the necessary authority to grant this Selling Mandate and that there are no known circumstances that would prevent them from entering into a sale of the above.

7.3 Confirms this mandate supersedes any previous mandate given to any estate agent and that any such prior mandates have expired or been cancelled fully in writing where required and undertakes that he/she shall not, during the Mandate Period, grant to any other estate agent the rights granted to the appointed agent in terms of this agreement.

7.4 Confirms that the property is not being sold in the ordinary course of their business.

8. It is understood and agreed that the Agent/Agency shall be considered the effective cause of the sale and shall be entitled to brokerage commissions of _____ (_____) % of the selling price, plus VAT thereon should ;

8.1 the property be sold through any source whatsoever, including privately, during the mandate period or;

8.2 after the ending of this mandate, the property be sold to any buyer within (ninety) days, who was introduced to the property during the mandate period. After 90 (ninety) days the common law of effective cause shall apply;

8.3 the Seller grant any other agent or agency a mandate during the period of this mandate;

8.4 the Seller during the period of this Authority, refuses to accept an offer at a figure equal to or higher than the figure stipulated in clause 2 hereof.

9. The Seller acknowledges that they will be liable for reasonable recovery of costs incurred by the agency in the event of the Seller doing anything which effectively prevents or hinders the Agency or its agents from selling the Property during the period of this Authority or in the event of cancellation of this mandate including cancellation per Clause 3.

10. The Seller acknowledges that the Agent has explained in writing what specific obligations in respect of the marketing of the Property will be assumed by such agent in its endeavour to perform the Mandate.

11. The Seller further acknowledges that the Agent has explained the responsibilities of the Seller, other than those included herein, with regard to the marketing of the property.

12. Special conditions _____

13. The Seller acknowledges that the Agent has explained the meaning and consequences of the material provisions of this mandate.

The Seller

Estate Agent

The Seller

Agent FFC No.

Name of Agent (in print)

*The Seller is represented by _____ (Print name) duly authorised

*delete if not applicable

Date

Place