

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')

an exclusive sole mandate (meaning that the Seller shall not be permitted to sell the property through the Seller's own activities or through the activities of any other estate agent during the mandate period of this agreement)

1. Mandate

Mandate Period

The mandate shall start at _____ and end at _____

1.2 Cancellation of Mandate

(not applicable and to be deleted if both the Seller and Agent are legal entities)

1.2.1 The Seller shall 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.

1.2.2 Cancellation Fee

Should the Seller elect to cancel the Mandate as per clause

1.2.3 the Seller will pay the Agent all costs of advertising incurred by the Agent up to the date of cancellation notice as well as a cancellation fee of R _____ (Delete if not applicable)

1.2.4 The mandate will continue on a month to month basis after the expiry Date unless the Seller notifies the Agent in writing before the expiry Date of the Seller's intention not to continue with the mandate after the expiry period.

1.2.5 The Agent will notify the Seller of the continuation of the mandate in 1.2.3 above in the manner set out in the Consumer Protection Act no.68 of 2008.

2. Price

The Property will be offered for sale at R _____ (_____) which price may be changed by agreement with the Seller from time to time (in this contract referred to as the 'Mandate Price') or such other price as may be offered by a purchaser and the accepted by the Seller (in this contract referred to as the 'Sale Price').

3. Commission

Commission at a rate of _____ plus VAT thereon (delete if not applicable) shall be payable to the Agent by the Seller in the following circumstances and be calculated:

3.1 On the Sale Price should the Seller sell the Property to anyone during the period of this mandate agreement.

In other words the commission will be payable even if the person to whom the Property is sold was not introduced to the Property or Seller by the Agent and even if the Seller himself found the Purchaser;

3.2 On the Sale Price should the Seller within a period of 3 months from the end of the mandate period sell the Property to any Purchaser who was introduced to the Property or the Seller by the Agent during the period of this mandate regardless of whether such introduction was the effective cause of the sale.

In other words, if the Agent can prove the actual introduction of the Purchaser during the period of the mandate, the Seller will have to pay the Agent commission even though the Agent has not proved that the sale came about as a result of the introduction. The Seller is cautioned to check with the Agent before accepting any offer from any Purchaser which he may receive during the three months period mentioned in this paragraph to determine whether that Purchaser was in fact introduced by the Agent;

3.3 On the Sale Price should the Seller after 3 months have gone by from the date on which the mandate period ended sell the Property to any Purchaser who was introduced to the Property or the Seller by the Agent during the mandate period where such introduction was the effective cause of the sale.

In other words, the Seller will have to pay the Agent commission in the Agent can prove the action introduction of the Purchaser and also prove that the sale came about as a result of that introduction. The Seller is cautioned to check with the Agent before accepting any offer from any Purchaser which he may receive during the period mentioned in this paragraph, to determine whether that Purchaser was in fact introduced by the Agent and whether the Agent can prove that the introduction will be the effective cause of the sale;

3.4 On the Mandate Price should the Agent during the period of the mandate produce to the Seller an offer to purchase the Property from a willing and able Purchaser at the Mandate Price.

In other words, as long as the offer is at the Mandate Price and as long as the Purchaser is properly financially qualified to purchase, the Seller will have to pay commission to the Agent even though the Seller might decide to accept the offer and/or not sell the Property.

4. Marketing

The Agent shall:

4.1 Utilize the Agent's network in order to promote the Property to as many potential buyers as possible;

4.2 Advertise the Property on its website and in selected local newspapers;

4.3 Display "For Sale" signs on the Property in accordance with the Municipal regulations and by-laws;

4.4 Conduct show houses by arrangement with the Seller.

Showhouse risk – The Seller confirms that the Seller is aware of the fact that if and when the Agent conducts a showhouse at the property the Agent is unable to guarantee that members of the public who visit the showhouse will not remove goods from the showhouse or in some way cause harm or damage the Property. The Seller therefore accepts the risks hereby disclosed when a showhouse is authorized and will not hold the Agent responsible in any way.

4.5 By appointment with the Seller arrange for the Property to be viewed by prospective purchasers;

4.6 Present all offers to the Seller and report to the Seller from time to time regarding the progress made in marketing the Property;

4.7 The Seller has a duty to allow the Agent to perform its obligations and to give the Agent the opportunity to earn the commission stated in this agreement and if the Seller does not do so the Seller will have to pay the Agent commission.

5. Condition of the property and defects

5.1 The Property will be sold as it stands ("voetstoots") with all visible (patent) and invisible (latent) defects, the Seller confirming that the Agent explained the meaning and consequences of the voetstoots sale;

5.2 The Seller confirms that he/she will disclose all known defects to the Agent and that the Seller will be liable for all latent defects of which the Seller is aware but fails to disclose to the Agent;

5.3 The Seller will complete the "Statement Relating to the Property" annexed hereto marked Annexure "A" and confirms that a copy thereof may be handed to prospective buyers by the Agent.

6. Cooling off

The Seller records that:

6.1 The Agent first approached him/her with regard to concluding this mandate and that such approach was in person, per e-mail to him/her or in a letter addressed to him/her ('direct marketing methods'); The Seller confirms that he/she therefore has the right to cancel this mandate penalty-free within 5 business days of signing this agreement by giving the Agent written notice of such cancellation.

or

6.2 The Agent had not approached the Seller directly to persuade the Seller to confer this Mandate and that he Seller had of his own accord contacted the Agent to discuss the sale of the Property and the granting of the mandate to the Agent.

(Either clause 6.1 or 6.2 has to be deleted)

7. Acknowledgement by seller

The Seller specifically confirms and acknowledges that the Agent:

7.1 Has explained to the Seller the meaning and consequences of all the terms contained in this document, before the Seller signed the document, and that the Seller is under no misapprehension about what the mandate entails and what the consequences thereof are;

7.2 Has not made any misleading, false or deceptive statement or used any exaggeration or ambiguity in obtaining the mandate and has not applied or used unfair, unreasonable or unjust technique, physical force, undue influence, pressure, duress, harassment, unfair tactics or similar conduct to persuade the Seller sign this document.

7.3 The Seller warrants to the Agent that he/she is not engaged in the sale of immovable property on an ongoing basis and that the Property is not being sold in the ordinary course of the Seller's business.

8. Breach

Should this offer be accepted and either party is thereafter in breach of any of the terms of the sale agreement and fails to rectify such breach within seven days after the other party gave written notice demanding such rectification, the latter party may without affecting any other legal rights either claim specific performance or cancel the sale agreement immediately, without further notice, and recover damages from the party in breach.

9. Addresses for legal documents

All notices and legal processes connected with this agreement may be sent to the Seller and Agent at the following addresses:

Seller:

Agent:

Either party may change the address on written notice to the other.

10. Special Conditions

11. Signatures

The Seller

Estate Agent

Agent FFC No.

The Seller

Name of Agent (in print)

*The Seller is represented by _____ (Print name) duly authorised
*delete if not applicable

Date

Place

Date

Place

Defect / Condition Disclosures by Seller

This annexure can be used for all sales [i.e. whether affected by the CPA or not].

This disclosure relates to the immovable property situated at:

Erf no _____ Section number _____

Disclosure Information

The Seller of the property provides the information contained in this document so that prospective Purchasers may benefit from the contents in making their decision on whether to buy the property and if so, on what terms. The Seller does not warrant that his responses to the various questions accurately represent the true status of the defect/condition enquired about but does warrant that his answers constitute his true and honest belief about the status. The Seller understands and accepts that the estate agent to whom this disclosure document is given shall provide a copy of this document to any potential Purchasers.

Question	Yes	No	N/A
1. Are you aware of any defects in the roof to any structures on your property?	☐	☐	☐
2. Are you aware of any defects in any part of the plumbing system servicing the property, including the supply of water to the property and the disposal of waste and/or sewerage and/or storm water?	☐	☐	☐
3. Are you aware of any defects in the heating and/or air conditioning systems, including air filters and humidifiers?	☐	☐	☐
4. If your property has a swimming pool are you aware of any defects in the pool or the pool filtration system including more particularly leakage of water and/or inappropriate amounts of air being drawn into the water?	☐	☐	☐
5. Are you aware of any structural defects to the property and/or in the basement or foundations of the property, including cracks, bulges and/or subsidence?	☐	☐	☐
6. Are you aware of any boundary line disputes or any encroachments?	☐	☐	☐
7. Are you aware of any constructions on the property which have been made without proper approved building plans and/or proper permissions from the relevant local authority?	☐	☐	☐
8. Are all fixtures and fittings on your property in good working order?	☐	☐	☐
9. If any of the fixtures and fittings on your property are not in good working order are you willing to fix such items so that on the day your purchaser takes transfer of your property they will be in good working order?	☐	☐	☐
10. Are you aware of any water leakage or water penetration problems in any of the constructions on your property?	☐	☐	☐
11. Are you aware of any flooding problems on your property?	☐	☐	☐
12. Is the electrical supply to your property adequate for the proper and ordinary use of the electrical appliances / systems upon your property?	☐	☐	☐
13. Is your property subject to any Home Owners Association?	☐	☐	☐
14. If your property is part of a sectional title development are you aware of the possibility of a special levy being raised in the short to medium term?	☐	☐	☐

If you answered **Yes** to any of the questions posed in the questionnaire set out above, then you are required to briefly explain and amplify your answer in the place provided for below:

