

# Mandate

## MANAGED RENTAL MANAGEMENT AGREEMENT

### Understanding how to complete the Mandate

#### 1. Natural Person

**If the Landlord (the Consumer) is a natural person.**

(NOT a body corporate, partnership / association, company, corporation or trust)

The Consumer Protection Act ("the CPA") will apply.

**Section A, B and C** will be the clauses that must be understood and signed by the Landlord.

#### 2. Juristic Person (A)

**If the Landlord is a juristic person** (a body corporate, partnership / association, company, corporation or trust) with a Turnover or Asset Value **LESS** than R2 million per annum.

The Consumer Protection Act ("the CPA") will apply, **EXCEPT** section 14 of the CPA.

**Section A and B** will be the clauses that must be understood and signed by the Landlord.

#### 3. Juristic Person (B)

**If the Landlord is a juristic person** (a body corporate, partnership / association, company, corporation or trust) with a Turnover or Asset Value **GREATER** than R2 million per annum.

The Consumer Protection Act ("the CPA") will NOT apply.

**Section A and D** will be the clauses that must be understood and signed by the Landlord.

#### Sections of the Mandate

- Section A = Standard Terms and Conditions
- Section B = Consumer Protection Act Terms and Conditions
- Section C = Consumer Protection Act Section 14 Terms and Conditions
- Section D = Non Consumer Protection Act Terms and Conditions

# Mandate

## MANAGED RENTAL MANAGEMENT AGREEMENT

COMPLETE EITHER (1) or (2) or (3) TO DESCRIBE WHO THE LANDLORD IS  
*Cancel and initial next to the sections not applicable.*

### 1. Natural Person

Name and Surname: \_\_\_\_\_

ID / Passport Number: \_\_\_\_\_

*Refer to Sections: A, B, and C. Cancel and initial Section D*

### 2. Juristic Person (A)

*Turnover or Asset Value LESS than R2m per annum*

Name and Surname: \_\_\_\_\_

Registration Number / IT Number: \_\_\_\_\_

Represented by: \_\_\_\_\_

*Refer to Sections: A and B. Cancel and initial Sections: C and D*

### 3. Juristic Person (B)

*Turnover or Asset Value GREATER than R2m per annum*

Name and Surname: \_\_\_\_\_

Registration Number / IT Number: \_\_\_\_\_

Represented by: \_\_\_\_\_

*Refer to Sections: A and D. Cancel and initial Sections: B and C*

# Mandate

## MANAGED RENTAL MANAGEMENT AGREEMENT

### TO BE COMPLETED BY ALL LANDLORDS

I / We \_\_\_\_\_ (“The Landlord”)

the owner/s of the property situated at \_\_\_\_\_

Nominate Hennox 166 (Pty) Ltd trading as Topaz Properties  
 from the date of signature of this Mandate as his / her / its Agent (“the Agent”) for the purposes of:  
 Procuring a Tenant and managing and administering the Premises

### DETAILS OF PREMISES

### TO BE COMPLETED BY ALL LANDLORDS

PROPERTY DESCRIPTION	
SITUATED AT (Street Address)	
UNIT	
FLAT / HOUSE	
GARAGE / PARKING BAY	
SERVANT'S / DOMESTIC'S ROOM / STOREROOM	
OTHER	

Initial

# Mandate

## MANAGED RENTAL MANAGEMENT AGREEMENT

### SECTION A

**Terms apply to all Landlords where the Landlord is a Natural Person or a Juristic Person**

#### **1. DUTIES OF AGENT MANAGING THE PREMISES TO THE LANDLORD AND TO THE TENANT**

- 1.1 to arrange for Tenants to view the Premises and to have access to the Premises at all reasonable times for this purpose;
- 1.2 to negotiate and sign a Lease, amendments and any extensions of the Lease with the Tenant on behalf of the Landlord;
- 1.3 to manage the Premises once a Tenant has moved in;
- 1.4 to ensure payment of all amounts by the Tenant and to keep a record thereof;
- 1.5 to attend to all the Incoming and Outgoing Inspections of the Premises and prepare inventories (a list / lists) of defects in and for damage/s to the Premises as may be required;
- 1.6 Attend to all queries and complaints as may be raised by the Tenant(s), timeously;
- 1.7 to inform the Landlord promptly of any complaints, breaches or issues arising from or in connection with the leasing of the Premises;
- 1.8 to inspect the Premises, at the Agent's discretion, once let;
- 1.9 to pay to the Landlord, wherever possible, on or before the seventh day of the month following the month in which the rent was received, all rentals paid by the Tenant, after taking off the Agent's fees, and VAT thereon;
- 1.10 to instruct attorneys to take legal action, defend any legal action, settle a matter, evict a tenant etc. at the Landlord's cost and on behalf of the Landlord, provided that the Landlord has given the Agent the right to do so;
- 1.11 to ensure that all deposits received from the Tenant, in terms of the Lease, are used to settle damages, if any, and the balance repaid to the Tenant, if any, plus interest once the Lease has ended or been terminated;
- 1.12 to be entitled to a commission of 8 % (excluding VAT) per month on the total rental collected and which is payable for the work done by the Agent in preparing and having the Lease signed and managing this process, and which commission together with all such other costs and amounts for which the Landlord may owe the Agent, may be deducted from the rentals collected by the Agent.
- 1.13 to require a refund from the Landlord of any shortfall in the Agent's Trust Account which may occur as a result of a payment by the Agent to the Landlord or to a third party on behalf of the Landlord.
- 1.14 to collect and pay over to the Landlord a deposit equal to one month's rental from the tenant unless otherwise instructed.

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## MANAGED RENTAL MANAGEMENT AGREEMENT

### SECTION A

#### AND:

#### 2. GENERAL TERMS FOR AGENT MANAGING THE PREMISES:

##### 2.1 POTENTIAL SALE

2.1.1 If the Tenant signs a sale agreement with the Landlord at any time during the period of Lease, any renewal of the Lease or within 12 (twelve) months after the Lease has come to an end, then the Agent shall be deemed to have been the reason that the sale took place and shall be entitled to payment by the Landlord of commission equal to a percentage of the selling price which is

3 % (IN NUMBERS)

Three percent (IN WORDS)

2.1.2 Should the property be sold during the Lease period, other than to the Tenant(s), the remaining fees that would have been collected by the Agent, will be paid without any amounts being taken off, to the Agent, at the date of the Property being registered in the name of the Purchaser, or deducted from any monies that are owed to the Landlord;

2.1.3 The Landlord agrees that when the property is for Sale, and a Sale Agreement is completed, that the Agent will be notified by the Landlord if the sale occurs during the period mentioned in 2.1.2.

##### 2.2 BREACHING OR NOT COMPLYING WITH THE TERMS OF THE MANDATE

2.2.1 If the Agent breaches or fails to comply with any term of the Mandate within 7(seven) days of a letter being sent to the Agent, the Landlord shall be entitled, over and above any other rights he has in law, to immediately cancel this Mandate.

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# Mandate

## MANAGED RENTAL MANAGEMENT AGREEMENT

### SECTION A

#### GENERAL

#### 3. ADDRESSES WHERE LANDLORD AND AGENT WILL RECEIVE LETTERS AND NOTICES

- a. The Landlord chooses

\_\_\_\_\_

as the address where he will receive all letters and notices

The Agent chooses **282 Caley Street, Eldoraigne EXT 6**

as the address where he will receive all letters and notices

Any letters or notices that either the Agent or Landlord sends by registered post to the other person shall be considered received 4 (four) days after the date of posting.

- b. Letters or Notices delivered to the Premises by hand or sent to the facsimile number or email address on the following details below, shall be considered received on the date of delivery or transmission.

The Landlord: Fax Number \_\_\_\_\_

Email Address \_\_\_\_\_

Contact Number \_\_\_\_\_

The Agent: Fax Number **086 648 8353**

Email Address **rentals@topazproperties.co.za**

#### 4. GENERAL

4.1 No changes to the Mandate will be valid unless the Landlord and Agent agree in writing and sign those changes.

4.2 This Mandate contains all the terms and conditions of the agreement between the Landlord and the Agent and nothing besides that can be used.

#### 5. SPECIAL CONDITIONS

5.1 The Landlord authorises the Agent to incur necessary costs in order to maintain the Premises, which is the Landlord's duty, and to take such expenses from the rental collected from the Tenant. If the amount exceeds R \_\_\_\_\_, the owner has to approve the maintenance prior to payment being made.

5.2 Any interest earned on the rental paid by the tenant in trust may be used by the Agent to recover bank charges or any other expenses that the Agent deems fit.

Initial

# Mandate

## MANAGED RENTAL MANAGEMENT AGREEMENT

### SECTION B

**Terms apply to all Landlords where the Landlord is a Natural Person or Juristic Person (asset value / turnover LESS than R2 million per annum)**

**Cancel and initial this Section B where the Landlord is a Juristic Person (asset value / turnover GREATER than R2 million per annum)**

### 6. ADDITIONAL TERMS FOR AGENT MANAGING THE PREMISES

#### 6.1 LENGTH OF MANDATE

If the Mandate is not cancelled by the Landlord before the Mandate ends, the Mandate will automatically continue month to month and will need at least notice of one month from the Landlord to the Agent to end the Mandate. In this event, the Mandate will be deemed to have ended on the first day of the month immediately following the end of the one month notice period.

#### 6.2 CANCELLATION OF MANDATE

Should the Landlord cancel this Mandate for any reason before the Lease period (or any renewed period) ends, the Landlord will still be obliged to pay the Agent the commission that the Agent would have earned for the remaining portion of the Lease. This commission must be paid by the Landlord to the Agent immediately when the mandate is cancelled.

#### 6.3 PROTECTION FOR AN AGENT

The Landlord will not be allowed to sue the Agent for any loss, damage or injury which the Agent may have or experience unless it is because the Agent was grossly negligent.

#### 6.4 PROTECTION FOR A LANDLORD

If this Mandate was signed by the Landlord as a result of Direct Marketing, an unsolicited or uninvited phone call, sms message, email, letter, flyer, fax or a personal visit by the Agent, the Landlord will be entitled to cancel this Mandate on written notice to the Agent without reason or penalty within 5 (five) Business Days of signing the Mandate.

Initial

# Mandate

## MANAGED RENTAL MANAGEMENT AGREEMENT

### SECTION C

**Terms apply to all Landlords where the Landlord is a Natural Person**

**Cancel and initial this Section C where the Landlord is a Juristic Person**

#### 7. ADDITIONAL TERMS FOR AGENT MANAGING THE PREMISES

##### 7.1 OPTION TO CONTINUE THE MANDATE AFTER IT ENDS

7.1.1 The Agent will notify the Landlord not more than 80 (eighty) and not less than 40 (forty) Business Days before the Mandate ends, unless the Mandate is for a period less than 40 days long, and inform the Landlord of the following by way of a letter:

- The date the Mandate ends;
- The changes that will apply if the Mandate is renewed or if it continues on a month to month basis and attach those changes to the letter;
- Any material changes to the Mandate that will apply to such automatic renewal; and
- that the Landlord retains his right to cancel the Mandate as said above unless the Landlord tells the Agent that the Landlord does not want the Mandate to continue or agrees to the Mandate being renewed for a further period and which the Landlord must let the Agent know, not less than 20 business days before the Mandate ends.

Initial



# Mandate

## MANAGED RENTAL MANAGEMENT AGREEMENT

### SECTION D

**Terms apply to all Landlords where the Landlord is a Juristic Person (asset value / turnover GREATER than R2 million per annum)**

**Cancel and initial this Section D where the Landlord is a Natural Person or Juristic Person (asset value / turnover LESS than R2 million per annum)**

### 8. ADDITIONAL TERMS FOR AGENT MANAGING THE PREMISES

#### 8.1 LENGTH OF MANDATE

The Mandate for managing the Premises will continue for the period of the Lease or any period that the Lease is renewed for after which either the Landlord or the Agent may end this mandate by giving the other party 2 (two) calendar month's written notice.

#### 8.2 CANCELLATION OF MANDATE

Should the Landlord cancel this Mandate for any reason before the Lease period (or any renewed period) ends, the Landlord will still be obliged to pay the Agent the commission that the Agent would have earned for the remaining portion of the Lease. This commission must be paid by the Landlord to the Agent immediately when the mandate is cancelled.

#### 8.3 PROTECTION FOR AN AGENT

The Landlord will not be allowed to sue the Agent for any loss, damage or injury which the Landlord may Have or experience even if the Agent is the person who caused it.

Initial

## 9. MONTHLY PAYMENTS

9.1 Account for monthly payment:

Name of Account Holder: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Branch code: \_\_\_\_\_ Acc nr: \_\_\_\_\_

**Type of account: cheque / savings / transmission  
(our electronic banking system does not allow any  
other type of account)**

9.2 Levy:

Body Corporate: \_\_\_\_\_

Monthly amount: \_\_\_\_\_

Body Corporate account details: \_\_\_\_\_

\_\_\_\_\_

Body Corporate contact details: Tel: \_\_\_\_\_

Fax: \_\_\_\_\_

Authorization to pay arrears: Yes / No (please mark)

## SIGNATORIES

Signed by the LANDLORD at \_\_\_\_\_ on this the \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
LANDLORD  
(who warrants he / she is duly authorised hereto)

Signed by the AGENT at \_\_\_\_\_ on this the \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
AGENT  
(who warrants he / she is duly authorised hereto)