

EXCLUSIVE SOLE MANDATE

(The word "mandate" means permission and authority and amounts to an agreement. The words "exclusive sole" mean 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 period of this agreement.)

I / We, the undersigned,

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

promising to be the sole owner of

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

do hereby grant THE AGENCY (in this contract referred to as the 'Agent'), an exclusive sole mandate to facilitate the sale of the Property upon the following terms and conditions :

1. The mandate shall start at _____ on the _____ day of _____ and end at _____ on the _____ day of _____
2. The Property will be offered for sale at R_____ (_____) or as 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 be accepted by the Seller (in this contract referred to as the 'Sale Price').
3. Commission at a rate of 7.5% plus Vat thereon 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 the 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 that introduction. The Seller is cautioned to check with the Agent before accepting any offer from any Purchaser which he may receive during the three month 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 if the Agent can prove the actual 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 not to accept the offer and/or not sell the Property.
 - 3.5 on the Mandate Price should the Seller during the mandate period elect to withdraw the Property from the market for sale or otherwise make it impossible for the Agent to perform its duties in terms of this mandate. In other words, 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 that if the Seller does not do so the Seller will have to pay the Agent commission.
4. Promises by Agent:- The Agent shall make all reasonable effort to market and to perform the mandate and shall amongst other things:
 - 4.1 Subject to any regulations or Municipal bylaws, erect a 'For Sale' board on the Property, at the Agents cost;
 - 4.2 Advertise the Property for sale in accordance with the Agent's standard advertising policy;
 - 4.3 Conduct a show house (by agreement between the parties) in accordance with the Agent's show house policy;
 - 4.4 List the Property on the Agent's website and all the associated portals;
 - 4.5 Comprehensively market the Property as more fully described in the Marketing Plan (if any) and if not then to do so in accordance with the Agent's standard marketing policy;

4.6 Report to the Seller from time to time the progress made in marketing the Property.

5. Special disclosures and confirmations by Seller:

5.1 Fixtures & Fittings (things permanently attached to the Property or forming part of things which are permanently attached to the Property) which the Seller will not be including in the sale _____

5.2 Defects in the Property (whether hidden or obvious) known to the Seller _____

5.3 Details of any urban planning changes or permissions relating to other properties in the vicinity of the Property (in other words changes to the use rights of properties in the area or other developments intended for the area) which might be known to the Seller

5.4 That the total debt associated with the Property (example – municipality, bond, body corporate and/or homeowners association) does not exceed the difference between the Mandate Price and the Agent’s commission properly calculated thereon. . By way of clarification it is explained that the Seller should not enter into this mandate agreement if the sale of the Property will not generate enough available money to pay the commission due to the Agent.

5.5 That the Seller **IS NOT / IS** a registered VAT vendor for purposes of the sale of the Property. By way of clarification it is explained that if the Seller is a VAT vendor the Mandate Price will be assumed to include VAT. If the Seller is not a VAT vendor then the Mandate Price will not include VAT.

5.6 That the Property **IS NOT / IS** [*delete appropriately and initial*] part of a complex governed by a homeowners association and that if it is, there is no reason why the homeowners association should not consent to the sale of the Property.

5.7 That the Seller is not aware of any constructions/buildings on the Property which have been erected without a duly approved building plan or otherwise in contravention of any building laws.

5.8 That the Seller **IS NOT / IS** [*delete appropriately and initial*] in the regular business of selling immovable properties.

6. **Acknowledgement by seller of direct marketing cooling off right - After being afforded an adequate period of time to understand and consider the matter the Seller confirms that this mandate agreement WAS NOT / WAS concluded (*delete appropriately and initial*) as a result of direct marketing on the part of the Agent. In so doing the Seller confirms the following;**

6.1 That the Seller has been informed of the fact that the Consumer Protection Act gives a cooling off right to consumers (such as the Seller) who enter into agreements (including mandate agreements such as this one) as a result of direct marketing and that such consumers may without consequence cancel such agreements in writing within five working days of the date of signature thereof **and**;

6.2 That if the Seller has confirmed that the Seller **has** entered into this agreement as a result of direct marketing it is understood and accepted that it is the policy of the Agent to only commence the rendering of its service after the five working day period has elapsed **and**

6.3 That if the Seller has confirmed that the Seller **has not** entered into this agreement as a result of direct marketing the Agent will be lead to believe that the Seller does not have the right to cool off and will by virtue of such confirmation depart from the above policy and commence the rendering of the service immediately after signature hereof.

7. **Showhouse risk – After being afforded an adequate period of time to understand and consider the matter 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 steal goods from the showhouse or in some way cause harm or damage to the Property. The Seller therefore accepts the risks hereby disclosed when a showhouse is authorised and will not hold the Agent responsible in any way.**

SIGNED AT _____ this _____ day of _____

SELLER 1

SELLER 2

SIGNED AT _____ this _____ day of _____

For THE AGENT