



SOMERSET PLACE & SERENO BODY CORPORATE

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ESTATE AGENT REGISTRATION FROM

1. PRE-AMBLE

The Somerset Place & Sereno Body Corporate (SPSBC) believes it is the right of each Owner/Member to dispose of his/her property in the Somerset Place and Sereno Estate and acknowledge the fact that every Member of the Association has a right to market the property or appoint an agency/agent to do so on its behalf. It is therefore incumbent on the SPSBC to ensure that such right can be exercised with as little disturbance as possible to other Members while maintaining the integrity of Estate security. To regulate the operation of agents/agencies operating within the boundaries of the development this policy has been formulated.

2. PERMISSIBLE TRANSACTIONS

A property transaction in the Somerset Place & Sereno Estate be it sale, purchase or letting of a property, may only be executed by:

- 2.1 An accredited Estate Agent.
- 2.2 The owner of the property and/or its legal representative.

3. ESTATE AGENT TRANSACTION

3.1. Accreditation

All Estate Agencies and Agents, who are employed to conclude property transactions in the Estate shall:

- 3.1.1. Obtain prior accreditation with the SPSBC.
- 3.1.2. Include the signing of an Agreement with the SPSBC.
- 3.1.3. Include the payment of the required fees to the SPSBC.

An Estate Agent applying for accreditation shall, prior to the signing of an agreement, provide the SPSBC Managing Agent with:

- 3.1.4. Proof of agency registration with the necessary boards to legally operate as an estate agency in Republic of South Africa. (please attach a copy of necessary documents)

- 3.1.5. Proof of individual agent registration with the necessary boards to legally operate as an estate agent in Republic of South Africa. (please attach a copy of necessary documents)
- 3.1.6. I/We confirm that both the Agency and individual estate agents are in possession of the most recent version of Somerset Place & Sereno conduct rules and operation procedures and will not market the property in any way that is in contravention of these conduct rules or procedures.
- 3.1.7. I/We understand that no promotional material will be allowed to be displaced anywhere within the estate or against any wall or fence outside of the estate.
- 3.1.8. I/We understand on arrival a valid driver's license and car license will need to be presented and scanned for access to be provided. Driven access shall not be provided should either of the license have expired. Pedestrian access shall be allowed.
- 3.1.9 I/We understand that no potential buyers/tenants shall be left unaccompanied inside the estate and will ensure that all potential buyers/tenants have left the estate on completion of the viewing/showing.
- 3.1.10. I/We understand that potential buyers/tenants will have to provide proof of identity in order to secure entry.

Should the agent have their Fidelity Fund Certificate renewed within the duration of accreditation with the SPSBC, a copy of the new certificate must be supplied to the Managing Agent.

3.2. Process

The following process will apply with respect to accreditation at Somerset Place & Sereno Body Corporate:

- 3.2.1. The application will be processed by the SPSBC, after receipt of above listed documentation.
- 3.2.2. The SPSBC will then discuss with a representative of the SPSBC who will explain the obligations of property owners and residents in terms of the SPSBC Procedures, levy obligations, and conduct rules. They will also explain the rules pertaining to sales/rental activity and security on the estate.
- 3.2.3. The Agent will receive an electronic copy of all documents required, including those that a purchaser or tenant will need to sign in the event of a sale or a lease.
- 3.2.3. The Agent undertakes to submit all the required documents pertaining to a sale or lease agreement using the method/formatted as stipulated by the SPSBC and appointed managing agents.

3.3. Accreditation Duration

The accreditation agreements with the Estate Agencies will be valid for a period of twelve (12) months, after which they will be renewable annually upon written application in the prescribed form by the Agent concerned.

3.5. Accreditation Adjudication

The SPSBC reserves the right to approve and/or deny an application for accreditation. The non-approval of an application could inter alia be a result of compliance with the accreditation criteria, previous breach of agreement and/or any other related matter. Accreditation will not be withheld unreasonably.

4 ESTATE AGENTS CONDITIONS

By signing the accreditation agreement, Estate Agencies accept the following conditions:

- 4.1 The SPSBC Constitution and its Annexures will be adhered to and will be made known to prospective buyers. When a sale/rental is conducted, the Constitution will be given to the purchaser in the form of an electronic copy and hard copy if so required.

4.2 All Agreements of Sale/Rentals to be signed shall have a copy of the most recent conduct rules and operation procedures attached to the sales offer or rental agreement.

4.6 No advertising/marketing boards or apparatus may be displayed at any time.

4.7 No show boards or show houses are permitted.

4.8 All procedures prescribed by the SPSBC for the conclusion of property transaction will be followed, including the application for levy clearance certificate from the SPSBC.

4.9 The Estate Agent shall notify the Managing Agent of the SPSBC of any property transaction concluded.

4.10 Specific attention will be paid by Estate Agents in respect of the access control policy of the Somerset Place & Sereno Estate.

4.11 All Estate Agents shall apply individually for access to the Estate in terms of the access control policy and shall adhere to such policy at all times.

4.12 Prospective purchasers may accompany accredited agents to Somerset Place & Sereno and will need to sign in at security, specifying which property they will be visiting. Whilst in the estate all traffic rules must be strictly obeyed for the safety of residents.

4.13 Due notification will be given to the SPSBC of property transactions, including, without limitation thereto, the letting of property.

4.14 The Estate Agency will inspect each property prior to the marketing of such property and shall any contravention to the Annexures of the Constitution occur on the property, such contraventions shall be reported to the SPSBC and recorded in the written memorandum of sale or lease.

4.15 The Estate Agency will inform the new owner/tenant of all of the conduct rules and directives, including the following.

4.15.1 The maximum truck size allowed into the estate is 2 tons.

4.15.2 All moving/ Furniture transportation companies and their staff will only be allowed entry to Somerset Place and Somerset Sereno between the hours of 8:00 am and 18:00 pm

4.15.3 Maintenance/work/renovations be executed between 08:00 am and 17:00 pm on weekdays, or at other reasonable times **with the prior written consent of the trustees**. All contractors & owners also need to submit the completed general maintenance form before any contractor will be granted access.

4.16 Any contravention of the above rules will result in a fine of R500.00 levied by the SPSBC at the discretion of the Trustees. Such fines will be payable by the estate agency at which the accredited agent works.

4.17 Repeated infringements of the above rules will result in the accreditation of either the agent or the agency being withdrawn, or both. This will be at the discretion of the SPSBC.

5 OWNERSHIP TRANSACTION

The Owner shall notify the Managing Agent and sign for the acceptance of all the conditions relating to a property as embodied in this policy and the Estate Agency Accreditation Agreement and shall undertake to adhere to such conditions, free from the required fee levied on Estate Agencies. The said conditions shall apply to the Homeowners Mutatis mutandis.

Nothing in this policy shall preclude the Trustees of the SPSBC from granting and exception to any Owner from compliance with this policy, upon application and on good cause shown.

6 BREACH OF CONDITIONS

Provision will be made in this agreement that the SPSBC will reserve its rights to take steps against any accredited Estate Agent that breaches any condition of the contract, this policy, the SPSBC Constitution

or any other direction, rule or law applicable or such transaction. It is therefore accepted that should any accredited Estate Agent breach a condition of the contract, such agent/agency may:

6.1 Have accreditation summarily cancelled.

6.2 Be suspended for a period of time from the Somerset Place & Sereno Estates.

6.3 Future accreditation applications to be delayed (suspended) for a period of time.

OWNER CONFIRMATION

I the owner (Name & Surname)
ID number..... of unit / apartment..... at Somerset Place / Sereno confirm that the
..... (Agent name) from (Agency name) Company's ID
No..... will be marketing my property for sale ☐ or rental ☐

ESTATE AGENT CONFIRMATION

In order to complete this form, please ✓ each ☐ and attach all requested documents

- ☐ Proof of agency registration with the necessary boards to legally operate as an estate agency in Republic of South Africa. (please attach a copy of necessary documents)
- ☐ Proof of individual agent registration with the necessary boards to legally operate as an estate agent in Republic of South Africa. (please attach a copy of necessary documents)
- ☐ I/We confirm that both the Agency and individual estate agents are in possession of the most recent version of Somerset Place & Sereno conduct rules and will not market the property in any way that is in contravention of these conduct rules.
- ☐ I/We confirm that I/We have read, understand and shall abide by the Somerset Place & Sereno conduct rules and Procedures.
- ☐ I/We understand that should there be no prior arrangements to conduct viewings, access will not be granted.
- ☐ I/We understand that all access/viewing arrangements shall be made during Estate Office hours. No access will be provided without prior arrangements.
- ☐ I/We understand that no promotional material will be allowed to be displaced anywhere within the estate or against any wall or fence outside of the estate.
- ☐ I/We understand on arrival a valid driver's license and car license will need to be presented and scanned for access to be provided. Driven access shall not be provided should either of the license have expired. Pedestrian access shall be allowed.
- ☐ I/We understand that no potential buyers/tenants shall be left unaccompanied inside the estate and will ensure that all potential buyers/tenants have left the estate on completion of the viewing/showing.
- ☐ I/We understand that potential buyers/tenants will have to provide proof of identity in order to secure entry.

On successful completion of registration, a laminated barcoded registration card will be issued to the Agent(s), this card will need to be presented to and scanned at security when wishing to enter Somerset Place & Sereno.

Registered Estate Agency Details:

Company Name:

Owner or Principle Member:

Physical address of company:

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I/We have attached a valid copy of the Estate Agencies registration documents.

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I/We have attached a jpeg image/photo of each agent who wishes to be registered to operate within the estate.

Registered Estate Agent Details:

Agent 1:

Agent 2:

Name:

Name:

ID Number:

ID Number:

Vehicle Reg:

Vehicle Reg:

Office Tel:

Office Tel:

Cell No.:

Cell No.:

Email.:

Email.:

☐

I/We have attached a valid copy of the registration documents for estate agent (1).

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I/We have attached a valid copy of the registration documents for estate agent (2).

Signature of Property Owner

Signature of Principle Member

Signature of Estate Agent 1

Signature of Estate Agent 2