

TERMS AND CONDITIONS

1. By virtue of registration on this website all Selling Agents agree to be bound by the terms of these Terms and Conditions.
2. All agents agree to abide by all applicable legislation including, but not limited to, the Protection of Personal Information Act, Financial Intelligence Centre Act, Property Practitioners Act, Estate Agency Affairs Board Legislation and Regulations, as well as the legislation and regulations as promulgated by the Property Practitioners Regulatory Authority.
3. In these terms and conditions, unless the context clearly indicates a contrary intention, the words herein below defined shall have the meanings assigned to them, and similar expressions shall bear corresponding meanings:
 1. **"Mandate Holder"** shall mean the RE/MAX brokerage which has been awarded the sole mandate to sell a specific property;
 2. **"Month"** shall mean a period commencing at 00:00:00 on the date determined by the Mandate Holder, from time to time, of a calendar month and shall endure until 23:59:59 on the day before that particular date on the following calendar month;
 3. **"listing"** shall mean the listing of a property on the website by a Mandate Holder, to be shared with Selling Agents. Such listing will include a disclosure form, a listing sheet with all required details and the photographs/videos which are to be utilised by the Selling Agent in procuring an offer for the property;
 4. **"Parties"** shall mean the Mandate Holder and the Selling Agent;
 5. **"property"** shall mean the property which forms the subject of a Mandate Holder's mandate;
 6. **"Seller"** shall mean the registered owner of a property;
 7. **"Selling Agent"** shall mean the agent with whom the Mandate Holder has chosen to share its mandate in accordance with these terms and conditions;
 8. **"website"** shall mean www.listings4agents.co.za;
 9. unless the context clearly indicates a contrary intention, the singular shall include the plural and *vice versa*, and a reference to any one gender shall include the other gender.
4. The properties which are listed on this website have been allocated to a Mandate Holder as the only listing agent, by the registered owner of the property, the Seller. At the Mandate Holder's discretion, it has chosen to share the listing with the Selling Agent and/or other selling agents on the basis as set out herein.
5. Any listing shared between a Mandate Holder and a Selling Agent shall commence on the date that the Mandate Holder shares the property listing with the Selling Agent and shall be capable of termination by the Mandate Holder as follows:
 1. summarily, should the Selling Agent(s) be in breach of any of the conditions of these terms and conditions; or
 2. should any Selling Agent be found to be in breach of any of these Terms and Conditions, he or she will summarily be removed from the www.listings4agents.co.za platform and will no longer have access to the site.
6. Any mandate shared will be accepted by a Selling Agent, subject to the following conditions:
 1. the Selling Agent may not contact or communicate directly with the seller or registered owner of the property. All communication must be conducted through the Mandate Holder as the listing agent;*
 2. similarly, all requests for viewings must be communicated through the Mandate Holder, via the website, as the listing agent;*
 3. the Selling Agent may not advertise the property in any manner other than through the sharing of the Mandate Holder's generic pamphlet/advertisement which will be provided to the Selling Agent by the Mandate Holder *via* the listing. Without derogating from the generality of the aforementioned, the Selling Agent undertakes not to advertise the mandated property in any way or manner, on any property portal or social platform, which shall include, but is not limited to, Facebook, Instagram, WhatsApp, social media platform, Property24, Private Property and the

Selling Agent's own internal listing portal;

4. the Selling Agent shall not be permitted to conduct show houses at the mandated property;
5. should the Selling Agent have a willing buyer, the Offer to Purchase/Deed of Sale to be completed, will be provided to it by the Mandate Holder *via* the listing. The Selling Agent shall not utilise its own Offer to Purchase or Deed of Sale;*
6. any offer which is to be presented to the Seller must be so presented by the Selling Agent, but only in the presence of and as accompanied and arranged by the Mandate Holder;*
7. the offer will only be presented to the Seller if they are accompanied by the full documentation and disclosure documents, as required by legislation and specifically the *Financial Intelligence Centre Act 38 of 2001*. The Selling Agent will be provided with the relevant disclosure documents *via* the listing;
8. the Selling Agent will not, under any circumstances, solicit the Seller for inclusion on the current mandate or any amendment to the current mandate signed as between the Mandate Holder and the Seller;
9. no information, photographs or contact details may be distributed by the Selling Agent, save for the generic pamphlet/advertisement which has been provided to the Selling Agent by Mandate Holder, without the prior written consent of the Mandate Holder;
10. the Selling Agent will not, under any circumstances, display any boards or advertising at the mandated property;
11. upon the successful acceptance and fulfilment of conditions on an offer presented by the Selling Agent, the Selling Agent will become responsible for the implementation of such offer and the transfer of the property to registration. The Selling Agent undertakes to keep the Mandate Holder apprised of all developments regarding the transfer process until the date of registration; and
12. should a successful sale be implemented and facilitated in accordance with these terms and conditions, the commission will be split between the Mandate Holder and the Selling Agent. The commission negotiated between the Mandate Holder and Selling Agent will be advertised as part of the listing.
13. Any Selling Agent who customarily advertises or is employed by an agency which advertises a standard commission percentage which is lower than 5% (five percent) plus value added tax ("VAT") will be compensated as follows:
 1. such Selling Agent will receive the agreed commission split percentage as advertised, of the percentage commission customarily charged by him or of his or her agency's advertised standard commission, and not of the full negotiated commission. For avoidance of doubt: for example, if the Selling Agent's agency ordinarily advertises a standard commission of 3% (three percent) and not 5% (five percent) plus VAT, the Selling Agent will be compensated the advertised percentage split of the 3% (three percent) plus VAT, and not of the full negotiated commission percentage. The balance of the commission negotiated by the Mandate Holder with the Seller will be retained by the Mandate Holder."

7. The Selling Agent warrants that:

1. he/she is a registered property practitioner in good standing with the Property Practitioners Regulatory Authority;
2. he/she holds a valid Fidelity Fund Certificate;
3. he/she is legally able and capable to broker and conclude the sale of immovable property, and is legally entitled to charge commission for his/her services;
4. where applicable, that the person/agent who signs this document on behalf of the Selling Agent is duly authorised to do so, and to bind the Selling Agent to the terms hereof;
5. that he/she understands that the conveyancing attorney chosen to attend to the transfer of any property sold is at the discretion of the Seller. The Selling Agent warrants that it and its agents will not attempt to unduly influence the Seller or direct which conveyancing attorney the Seller is to appoint; and

6. that he/she will, at all times, act in the utmost good faith in his/her dealings with and to the Seller, Purchaser and the Mandate Holder.
8. The Mandate Holder and its agents and employees shall in no way be liable to the Selling Agent, including and not limited to any direct, indirect, special, incidental, contingent or consequential damage or loss resulting from this mandate and/or these terms and conditions. The Selling Agent hereby indemnifies the Mandate Holder against any claims arising from such causes.
9. The Selling Agent accepts responsibility for ensuring that the client/prospective purchaser viewing property through the Selling Agent, has not previously viewed the property with another agency, or under another mandate, and that there is not an alternate effective cause for the sale. In this regard the Selling Agent indemnifies and holds blameless the Mandate Holder and the Seller for any potential claim or double commission.
10. These terms and conditions and all matters and disputes arising therefrom or incidental thereto, shall be governed and construed in accordance with the laws of the Republic of South Africa.
11. This document contains the entire agreement between the Parties and no party shall be bound by any undertakings, representations, warranties, promises not contained herein. No alteration, cancellation, variation or addition hereto shall be of any force or effect unless reduced to writing and signed by all parties to the Agreement.
12. No content from the website may be used for commercial purposes by any Selling Agent or third party without the prior written permission of the Mandate Holder, alternatively, RE/MAX BORDER.
13. All content, data and trademarks, including but not limited to software technology, databases, know-how text, graphics, icons, hyperlinks, private information, design programmes or ideas described in this website, including all other intellectual property rights are the property of RE/MAX BORDER and, as such, are protected from infringement by South African Legislation, Treaties and Conventions. The rights to intellectual property on this website are expressly reserved. By accessing data on this website, the Selling Agent/user is not licensed or authorised to utilise same.
14. The website may use cookies or web beacons to ensure that the website is well-managed and to facilitate improvement on the site. Neither cookies nor web beacons collect personal information. The Selling Agent/user may reject cookies. Under certain circumstances, Selling Agents may be denied access to certain parts of the website if their browsers are set to decline cookies. Through the interaction and utilisation of the website, the Selling Agent and Mandate Holder may, from time to time, reveal or disclose personal information. Both parties undertake to treat such personal information as confidential. The parties also agree to abide by and comply with the Detection of Personal Information Act at all times insofar as the personal information of either party or of the third party, seller or purchaser are concerned.

* At the discretion of the listing agent (mandate holder)