



POLICY DOCUMENT – PROPERTY PRACTITIONERS (PP)

Annexure A: Schedule of Fees

Annexure B: EHOA Rules Agreement

Annexure C: Pre-sale Inspection Certificate (“PIC”)

Annexure D: Property Practitioner Application Form

1. Purpose of this Policy

1.1 This policy sets out the rules of the Ebotse Golf & Country Estate (the “Estate”) that are applicable to Property Practitioners (“PP”) conducting business as such, in the Estate.

1.2 This policy is intended to ensure:

1.2.1 That PP’s (and a private Seller where applicable) who conduct business in the Estate, are properly informed of, and knowledgeable about, the Estate Rules and available information relevant to any Immovable Property that the PP is mandated to deal with; and

1.2.2 That unauthorized persons, under the pretext of being PP’s, are prevented from entering the Estate, and are thereby prevented from compromising the security of the Estate; and

1.2.3 Homeowners only employ the services of knowledgeable and professional PP’s, who are familiar with the Rules of the Estate, thereby ensuring that the rights of both Sellers / Landlords and Purchasers / Tenants’ are thereby protected and enforced.

2. Introduction

2.1 Ebotse Golf & Country Estate (the “Estate”) is a private residential estate, which is managed by the Ebotse Estate Home Owners’ Association (“EHOA”) whose mandate is (*inter alia*) to manage and protect the brand, reputation and security

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of the Estate with a view to securing and enhancing property values within the Estate.

2.2 Every Homeowner who wishes to sell, lease or in any other way alienates his rights in his property in the Estate, is obliged to do so in accordance with the provisions of the EHOA Rules.

2.3 This policy is further intended to assist the EHOA in fulfilling it's mandate, by providing a framework to regulate the marketing, selling, letting or any other form of alienation, of Immovable Property within the Estate by PP's, through:

- (a)** The annual registration of PP's; and
- (b)** The ad hoc approval of Ad Hoc PP's in respect of a specific Immovable Property, and who for whatever reason prefer not to be registered as Annual PP's;
- (c)** To prescribe the registration and approval process of both Annual PP's and Ad Hoc PP's; and
- (d)** To prescribe the conduct rules to manage and control the conduct of PP's (both Annual and Ad Hoc) in the Estate.

3. Underlying Principles

This policy has been developed and is founded on the following underlying principles:

- a.** Ebotse Golf & Country Estate is a private residential Estate, providing it's residents with a highly secure, safe and upmarket living environment.
- b.** The EHOA is mandated to ensure that the value drivers of security, lifestyle and return on investment are protected and enhanced.
- c.** As a private residential Estate, the right of admission to the Estate, in respect of non-owners, is reserved in favour of the EHOA.

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- d. Only PP's who have registered as such with the EHOA may conduct the business of a PP in the Estate.

4. Application of the Policy

This policy is applicable to any persons who wish to conduct the business of a Property Practitioner within the Estate, and shall also be applicable to private owners who wish to market their properties in the Estate without the assistance of a PP.

5. Registration of Property Practitioners

- 5.1** PP's may be registered as Annual or Ad Hoc PP's.

- 5.2** An Ad Hoc PP shall register as such, in respect of the marketing of a single property. The registration of an Ad Hoc PP will be valid only in respect of a specific property, and will remain valid until the specific property is sold (or leased out) as the case may be, or until the owner terminates the mandate of the Ad Hoc PP (which ever occurs earlier).

- 5.3** An Annual PP shall register as such, and such registration will be valid for a period of 12 months with effect from the 1st of March of each year until the last day of February of every following year.

- 5.4** The EHOA reserves the right to review and terminate the Registration of a PP (whether Annual or Ad Hoc), and may do so where the PP transgresses any part of this policy.

- 5.5** A PP shall not be refunded any registration fees paid by the PP, where the EHOA terminates the PP's registration on the grounds of the PP's contravention of this policy or any of the EHOA Rules and Regulations.

- 5.6** Where more than one PP is registered under a specific PP Business, and such individual PP were to leave the employment of the PP Business, the Principal PP of the PP Business shall immediately notify the EHOA of the termination of the relevant PP's appointment, and further return the PP's registration card to the EHOA

6. Access by Property Practitioners to the Estate

- a. The Estate is a private residential Estate, which means that no person, regardless of the services that person may be offering, has an absolute right to access the Estate. The EHOA reserves the right of admission to the Estate in respect of non-owners.
- b. No person, other than an authorized EHOA Representative, may provide a PP with an Estate access invitation or “pin” via the Estate’s VMS – System (Visitor Management System). The EHOA may grant a PP access to the Estate on such terms and conditions as may be determined by the EHOA from time to time.
- c. PP’s who reside in the Estate do so as property owners, alternatively on the authority of Property Owners. Resident PP’s who wish to conduct the business of a PP within the Estate must comply with the terms and conditions of this policy. A Resident PP must accordingly register as a PP with the Estate, before such Resident PP may in any way market a property in the Estate.
- d. Where any access to the estate is granted to a PP, such access is granted upon the condition that the PP strictly complies with the terms and conditions of this policy.
- e. A PP shall be in possession of, and upon request by an authorized EHOA representative produce, the registration card issued to the PP by the EHOA.
- f. The PP shall at all times personally accompany prospective purchasers / tenants when entering, moving about and exiting the Estate.

7. Mandate

- a. Property owners may elect to sell their properties privately, or through the services of PP’s.
- b. Private sellers shall apply for a Pre-sale Inspection Certificate and shall register their property as being for sale with the EHOA prior to marketing their property.

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- c.** Private sellers shall comply with the procedures and prescripts as may be imposed by the EHOA.
- d.** A PP may not market a property in the Estate, directly or indirectly, without first obtaining a written mandate from the owner of the property to do so.

8. Pre-sale Inspection Certificate (“PIC”)

- a.** Owners must apply for and obtain a Pre-sale Inspection Certificate (“PIC”) from the EHOA prior to offering their property for sale on any platform, whether in their capacity as a private seller, or through the services of a PP, or by any other means.
- b.** A copy of the PIC must be handed to the PP and any prospective Purchaser, and must accompany any sale agreement signed by the seller and the purchaser.
- c.** A PP may not market a property for sale without first obtaining the PIC.

9. Background checks

- a.** The PP shall conduct a thorough background check of each prospective purchaser / tenant, prior to a purchase or lease agreement being signed with such purchaser / tenant, and will make such information available to the EHOA, which information shall include the following:
 - (i)** Id verification; and
 - (ii)** A criminal background check, confirming that the prospective purchaser / tenant does not have any previous convictions, or is the subject of any police investigation, in respect of any of the offences listed in Schedules 5 and 6 of the Criminal Procedure Act, Act 51 of 1977.
- b.** A PP shall be responsible for payment of the costs of conducting a criminal background check in respect of any prospective purchasers and / or tenants that the PP intends bringing on to the Estate.

10. Documentation Required Upon Registration

No application for registration as a PP will be considered unless accompanied by all the documentation referred to in the Application for Registration Form, and payment of the required administration fee.

11. Owners Electing to Make Use of Ad Hoc PP's

11.1 An Ad Hoc PP is a PP who is not registered as an Annual PP, but wishes to register as a PP in respect of the marketing of a specific property in the Estate.

11.2 An Ad Hoc PP must submit an application to the EHOA to be registered as an Ad Hoc PP, and to this end supply all the documentation and information in the application form.

11.3 The registration fee for an Ad Hoc PP, shall be payable by the Ad Hoc PP in respect of each specific property marketed by the Ad Hoc PP in the Estate.

11.4 An Ad Hoc PP may not commence marketing a property in the Estate, whether directly or indirectly, and until such time as the specific PP is registered as such with the EHOA.

11.5 In the event that an owner were to market his property through, or with the assistance of, a PP who is not registered as such with the EHOA, then the owner shall be liable to pay the EHOA a penalty equal to the amount of the Registration Fee payable by the PP to the EHOA.

11.6 The EHOA will not issue a clearance certificate unless the outstanding registration fee stipulated in Par 11.5 has been paid or guaranteed,

12. Administration Fees

a. In order to fund the administration costs of access to the Estate by PP's, and the costs of the orientation and induction sessions to be attended by PP's, including the provision of governing documents, policies and procedures to the PP's who register with the EHOA, the EHOA shall annually determine an administration fee to be paid by the PP. This administration fee shall be paid by the PP prior to the

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registration of the PP as such with the EHOA, and prior to the PP being granted access to the Estate for the purpose of conducting the business of a PP.

- b.** A resident PP (a PP who resides on the Estate) shall also pay the administration fee before being permitted to conduct the business of the PP in the Estate.
- c.** In the event that the EHOA were to cancel a PP's authority to conduct the business of a PP in the Estate, the PP shall forfeit the administration fee.
- d.** The maximum number of PPs' per Registered Annual PP Business, who may be registered as such with the EHOA at any given point in time, is 3 (THREE). The EHOA may, however, permit the registration of more than 3 (THREE) PP's in respect of a specific PP Business, in the sole discretion of the EHOA, upon submission by the relevant PP Business of a properly motivated application, and then subject to such further terms and conditions (including additional fees) as the EHOA may in its sole discretion determine.

13. Benefits of registration as a PP

The benefits accruing to registered PP's include the following:

- a.** Provision of stand/street maps. (Electronically).
- b.** The EHOA shall include a list of Annual PPs' contact details in the EHOA Newsletter.
- c.** The EHOA will list the contact details of the Annual PPs' on the EHOA official web page, with a link to their individual websites.
- d.** The EHOA will make available, on a single document in the form of an addendum, all procedures, rules and regulations applicable to buyers, sellers and tenants to be included in the sale and lease agreements.
- e.** The EHOA will provide advertising space available to Annual PPs' outside the Estate's two main entrances, where Annual PPs' may place advertisements in a form prescribed by the EHOA.

- f. The EHOA will register compliant PP's on the Estate App in order to facilitate VMS-access pins (OTP) to clients of the PP.
- g. Annual PPs' will be given priority in respect of any sponsorship / advertising opportunities within the Estate.

14. Sales Contracts, Terms and Conditions, and vicarious liability of PPs'

- a. As the Offer to Purchase documents used by PPs' differ from PP to PP, and very few include all the terms and conditions of the Estate, it is peremptory that purchasers agree to and sign the standard "EHOA Rules Agreement".
- b. The EHOA will not issue a Clearance Certificate unless a purchaser has signed the aforesaid agreement.
- c. Registered PP's are deemed to know and fully understand all of the Estate's Rules and Regulations.
- d. A PP shall immediately inform the EHOA once a sale agreement has been concluded in respect of a specific immovable property, and shall thereafter immediately inform the EHOA once any and all suspensive conditions have been fulfilled.
- e. A PP shall inform any prospective purchaser:
 - (i) that no immovable property shall be transferred unless a Clearance Certificate has been issued by the EHOA; and
 - (ii) that a prospective purchaser is required to pay a buy-in levy equal to one percent of the purchase price of the immovable property, subject to a maximum of R35 000.00 (or such amended amount as may be determined by the Board of Directors from time to time).
- f. PPs' are vicariously responsible and liable for the conduct of every person who enters the Estate under the authority of, or upon the invitation of, the PP. The PPs' shall accordingly be liable towards the EHOA in respect of any breach of the EHOA rules and regulations, and any damage or loss suffered by the EHOA

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or any of the members of the EHOA, by virtue of the conduct of any person entering the Estate under the authority of, or invitation of the PP.

15. Compliance / Fees

PPs' will comply with the PP Policy and the contents of the PP Registration Form, and will pay the registration fees as determined by the Board of Directors.

16. General Marketing Conditions

- a. A PP shall only be permitted to enter the Estate for purpose of conducting the Business of a PP, strictly according to the following times:
 - (i) Monday to Friday: 08H00 – 20H00;
 - (ii) Saturdays: 09H00 – 12H00; and
 - (iii) Show days, Sundays: 12H00 – 16H30;
- b. The use of advertisement boards such as "For Sale/Sold" and "To Let" Boards is prohibited.
- c. No door-to-door canvassing for property transactions is permitted and PPs' may only operate on a "by appointment" basis.
- d. All PPs' will at all times act in a professional manner and not say or do anything that might bring the reputation, good name and / or image of the Estate into disrepute.
- e. A property may not be put on show unless the property is for sale, and the PP who is conducting the showing of the property has a mandate to market and sell the property.

17. Restrictions Applicable to Ad Hoc PPs'

- a. Only the property for which permission was granted may be marketed on the Estate.
- b. Only one (1) PP for an Ad Hoc PP Business will be allowed.

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- c. The Ad Hoc PP may not advertise on the Ebotse App, Estate official website or other social media advertising platforms created by the EHOA for this purpose.

18. Advertising in General

- a. Except to advertise that they are registered as PP's with the EHOA, and as such are authorized to market, sell and lease property in the Estate, no PP may present or hold themselves out or promote themselves as "official" PP's of Ebotse Golf & Country Estate.
- b. The unauthorised use of the brand of Ebotse Golf & Country Estate is strictly prohibited.
- c. A PP may not represent itself as an Agent, Partner or Associate of the Ebotse Golf and Country Estate, or represent that it is in any way employed by the Estate.
- d. No PP may promote, market, advertise or in any other way publish information, or create the impression that the PP is marketing any property in the Estate, unless the PP has a written mandate from the owner of the property to do so.
- e. No flyers or promotional material may be distributed at/or outside the gates to the Estate under any circumstances. Annual PP's have access to the dedicated Estate social media platforms for marketing purposes, whether electronic or official advertising boards for this purpose.
- f. Non-adherence to the by-laws/rules of the local authority of Ekurhuleni's Town Council in respect of signboards on public roads, whether within the Estate or outside the Estate, may result in the cancellation of the PP's registration. Copies of such by-laws/rules can be obtained from the Municipality of Ekurhuleni Town Council.

19. Adherence to Estate Conduct Rules

- a. Every PP who applies for registration, will be bound to comply with the Ebotse Golf & Country Estate Conduct Rules, including this policy.
- b. PPs' who reside in the Estate will be required to apply for registration as PPs, insofar as such PPs intend conducting the business of a PP within the Estate.

20. Documents to be Provided by the Property Owner to Authorise a PP

A property owner who seeks to authorise a PP to access the Estate, must provide the PP with a written mandate to market, sell and / or lease the property of the owner.

21. POPI ACT

All the information provided to the EHOA in terms of this Policy shall be treated with the utmost confidentiality and shall be kept safe in accordance with the provisions of POPI Act. By providing the information and by applying for access to the Estate, the lessor, the lessee, the seller, the purchaser, and the PP agree to provide the information required. The consent may be withdrawn at any stage by written notice to the EHOA, in which case the EHOA may refuse access to the Estate.

22. Termination of registration of Property Practitioner

- a. In the event that a PP should fail to comply with the terms of this policy, or contravene the provisions of the EHOA rules and regulations, then the EHOA may, in the sole discretion of the EHOA:
 - (i) forthwith prohibit the PP Business from conducting further PP business within the Estate; and
 - (ii) cancel the registration of the PP; and
 - (iii) impose such fines as specified in the EHOA Rules upon the PP.

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23. Amendment of EHOA Rules and Policies

The PP acknowledges that the Ebotse Rules, Policies and respective Body Corporate Rules and Policies are subject to amendments from time to time, and the PP hereby undertakes to abide by any amendments to the aforementioned Rules.

24. Dispute Resolution

In the event of any dispute being declared in writing to the EHOA, the dispute will be resolved by an ad hoc committee appointed by the Board of Directors of the EHOA from time to time. Any disputes must be lodged with the Estate manager in writing within 7 days of the dispute arising.

22. Approval

This policy was approved and adopted by the Board on _____ and was endorsed by the Board on _____

signed

(BEDRESH DHANJEE)

CHAIRMAN: EBOTSE GOLF & COUNTRY ESTATE HOA

Property Practitioner Administration Fee	Annual PP	Ad Hoc PP
	R	Per Transaction R
Induction & Orientation briefing with HOA staff, provision of process documents	5000	5000
Names of PP's on the Ebotse website with a link to their own website	150	
Enrolment of PP's on the Estate Biometric System, and Dedicated Ebotse App account in the PP name to be used to communicate with the PP and to enable the PP to provide their clients with access codes. Information sessions when if required.	1000	
Free Advertising in the Ebotse Newsletter	0	
Free Stall at the monthly Ebotse Market	0	
Total fee per PP Registration	6150	5000

* Scheduled sessions with Master Property Practitioners to be scheduled quarterly when required by senior HOA Management (new legislation, HOA Rule changes, etc)

* Enrolment fees may vary, based on number of PP's to be enrolled, with specific reference to background checks to be conducted.

* PP's are responsible for the payment of a cost of R350.00 per background criminal check in respect of each prospective purchaser and / or tenant.