



THE ALOES
LIFESTYLE ESTATE

Estate Agents Approval Policy

6 April 2020

1. PREAMBLE

- a. It is the right of each Member to dispose of his/her property in The Aloes Lifestyle Estate in accordance with this Estate Agents Approval Policy and/or Rules of ALEMA. The Board of Directors must ensure that such rights can be executed with as little disturbance to other Members as possible.
- b. This policy is formulated in order to curtail any disturbances and to comply with the Memorandum of Incorporation (MOI) of ALEMA, and the Sub Estate's HOA's, Body Corporates, Life right Companies and Care Centre, with in the Aloes.

2. ESTATE AGENT AND MEMBER PERMISSIBLE TRANSACTIONS

- a. Members are obliged in any property transaction of any nature (including leases) to utilize an approved estate agent of ALEMA, who applied and paid for membership unless the member chooses to contract personally without the assistance of an Estate Agent.
- b. Estate Agents who are not duly approved by the Association may affiliate with approved and paid-up estate agents of ALEMA and may obtain entrance with permission of the member and accompanied by an approved estate agent. The approved estate agent will be the responsible agent and all communication with the estate agent will be directed to the approved estate agent who is familiar with ALEMA's administrative and registration processes.
- c. Estate Agents application forms are available on The Aloes website and at the ALEMA offices.
- d. Should the member execute his/her own property transaction, the following conditions shall apply:
 - i. Such a member shall only advertise his/her property under the member's personal name, telephone number and email address.
- e. Properties transferred under a Will as part of an estate can be transferred as such without agency intervention. If an agency is included in the process the Rules herein will apply.
- f. Should a member deviate from the requirements of these permissible transactions and in so doing materially compromise the security of residents, the member will be punishable by way of a fine determined by the Directors.

3. ESTATE AGENTS

- a. An Estate Agent applying for approval shall pay a once-off non-refundable approval fee for the estate agency and an annual subscription fee for every individual agent operating within The Aloes.
- b. The annual subscription will be valid for a period of 12 (twelve) months, expiring at the end of December each year. Agents who wish to renew their contracts shall re-subscribe in December of each year. Any subscription

accepted at any other time would be for the remaining portion of that year and shall expire at the end of December each year.

- c. The annual Estate Agent subscription will only be processed and considered on payment of the annual subscription fee and presentation of proof of the Agency and Estate Agent's registration with the Estate Agency Affairs Board (or any other statutory or mandatory authority required for Estate Agents), including the supply of valid fidelity fund certificate/s, prior to registration with ALEMA.
- d. The number of approved estate agencies will not be limited.
- e. The once-off non-refundable approval fee for estate agencies and an annual subscription fee for individual agents shall be determined from time to time by the ALEMA Board.
- f. The approval and subscription fees shall become payable on the date of submission to the Association. No pro rata subscription fee will be accepted. The amount of the subscription fee for a following year will be communicated and invoiced to estate agencies by the association one month prior to the 12-month period. Irrespective of the fact that the approval fee is a once-off fee, estate agencies shall re-apply for subscription annually.

4. APPROVAL ADJUDICATION

- a. The Association reserves the right to approve and/or disapprove an application for approval and/or a subscription. The non-approval of an application and / or subscription can, among others, be a result of non-compliance with the approval criteria, previous continuous breach of the Rules and/or any other related matters. If an application for approval and / or subscription is not approved or accepted for any reason, the approval and / or subscription fee will be refunded to the estate agent or his/her agency.

5. ALEMA AND SUB ESTATES HOMEOWNERS ASSOCIATION COMMITMENTS

- a. The Association commits itself to taking reasonable steps to provide the following services to approved estate agents:
 - i. The provision of stand / street maps.
 - ii. Assurance that the Association or its managing agent will endeavour to issue clearance levy certificates to Conveyancers within 10 (ten) business days after receiving an application provided that the information / documents and payments required for such levy clearance certificate have been delivered and paid.
 - iii. Contact details and relevant property information of individual members will only be supplied to an estate agent once the member has agreed that his/her/ their contact numbers may be supplied.
 - iv. Grant approved estate agencies, at least once a year, the simultaneous opportunity to market and advertise their services at an official ALEMA function.
 - v. Make available a list of all the approved agents for agents on an official list, as indicated below.

Estate Agent Registration Form

Name: _____
Company: _____
Address: _____
City: _____
Work Phone: _____ Cell Phone: _____
Email: _____

Registration Fee Option:

Once off Registration Fee: R 500.00 (Inc VAT)

Annual Fee: R500.00 (Inc VAT)

Banking Details:

ALOES LIFESTYLE MANAGEMENT ASSOCIATION

Bank:

Account no:

Branch Code:

Please email complete Registration form to ALEMA:

Email: admin@propserv.net

Please attach the following:

- Proof of payment
- Fidelity Fund Certificate
- Copy of ID
- Signed Approval Policy

Approval Agreement of Estate Agency and Estate Agents

I, the undersigned _____

on behalf of: _____ (Estate Agency)

Estate Agent's Telephone no: _____ (W)

_____ (H)

_____ (C)

Estate Agent's e-mail address: _____

Hereby confirm that:

6. The Agency and or agent is fully aware of:
 - a. The existence of ALEMA and the Sub Estate's HOA's, Body Corporates, Life right Companies and Care Centre, with in the Aloes.
 - b. The aboves Memorandum of Incorporation (MOI) and Rules and Regulations.
 - c. The ALEMA Estate Agency and Agents Approved Policy.
7. And undertake to explain the contents thereof to all purchasers and lessees.
8. I/We undertake to attach a copy of ALL Aproprate Rules and Regulations to each and every resale and lease document concluded by the company together with a special condition to the sale agreement relating to Title Deed requirements.
9. I/We are aware that all clearance certificates required for lodgements with each transfer, can be obtained from ALEMA or their appointed Managing Agent, who will supply it on request.
NOTE:A Clearance Certificate will only be issued if levies have been paid for 2 (two) months in advance.
10. Full details of the new purchaser / lessee have to be furnished to ALEMA at registration. (A standard Application Registration form, available to Agents from The Aloes website www.TheAloes.co.za or from the ALEMA offices.)
11. All estate agents and or agencies shall submit a copy of any lease agreement to the ALEMA offices 14 days prior to the tenant being registered on the security system. *ALEMA and sub Estates HOA's, Body Corporates, Life right Companies and Care Centre has the right to screen tenants but the responsibility rests with the agent/agency to do the necessary screening, prior to registration ALEMA also has the right to not approve a rental tenant without providing reasons for such non approval.*
12. Agents/agencies may contact the ALEMA office and request that an owner be contacted for permission that the owners details be made available to the agent /agency.
13. No electronic, written and / or other advertisements or signboards may claim to represent ALEMA. Agencies and agents will not ignore and / or attach their own interpretation of the ALEMA Conduct Rules.
14. Ignorance of the bylaws of the Polokwane Municipality in respect of signboards on public roads, be it within The Aloes or outside, will jeopardise the existence of this agreement. Copies of such by-laws / rules can be obtained from the Polokwane Municipality.
15. No show-house boards, For Sale and/or To Let boards may be erected in The Aloes.
16. No door-to-door canvassing, advertisements, flyers or similar material for property transactions may be delivered to properties within The Aloes.

17. Door-to-door canvassing for property transactions is not permitted and estate agents may only operate on a “by appointment” basis.
18. Agencies will not advertise property for sale in any media or electronic publications, where they have not been given the express right to market such by an owner of such property.
19. Any property sold by an agent/agency, must be removed from any media or electronic publications, fifteen days after such sale has been concluded.
20. No approved Estate Agency may conduct any sales through an auctioneer, unless prior agreement has been made with the ALEMA Managing Agent.
21. The approval agreement will be valid for a period of 12 (twelve) months, expiring at the end of December each year, and shall be renewable annually by written application in the prescribed manner. Any approval granted at any other time would be for the remaining portion of that year and the agreement shall expire at the end of December each year.
22. A once-off non-refundable approval fee for estate agencies and an annual subscription fee, for individual agents shall be determined from time to time by the Board of Directors. The approval fee shall become payable on the date of signing this Approval Agreement. No pro-rata subscription fee will be accepted and the full annual subscription fee, irrespective of the date of this Agreement and the approval, will become payable prior to such approval. The amount of the subscription fee for a specific year and the once-off approval fee will be communicated and invoiced to estate agencies by the HOA one month prior to the 12-month period (January to December). Irrespective of the fact that the approval fee is a once-off fee, estate shall annually re-apply for approval.
23. Where approved agents are found to be not in compliance with this agreement, ALEMA reserves the right to penalise the Agency and or agent in the following manner:
 - a. Verbal Warning (1st occurrence related to non compliance)
 - b. First written warning (2nd occurrence related to non compliance)
 - c. Second written warning (3rd occurrence related to non compliance)
 - i. Where a second written warning has been issued and/or if the matter of non compliance caused by the Agency/Agent is deemed to be of such a serious nature, ALEMA reserves the right to omit any of the warning processes and instantly terminate all such agreements with the Agency and or Agent. ALEMA further reserves the right to withhold or refund any monies paid by the agency/agent.
24. Approval Adjudication
 - a. ALEMA reserves the right to approve / disapprove an agency / agent application for approval. The non-approval of an application can, among other things, be a result of non-compliance with the approval criteria, previous continuous breach of the agreement and/or related matters. If an application for approval is not approved for any reason, the applicable approval fee for the current year will be refunded to the applicant.
25. A maximum of three (3) Estate Agents per Approved Estate Agency will be allowed to market property on the Estate.
26. The agents representing the Agency and/or agent to work at The Aloes will be:
 - a. _____

- b. _____
- c. _____

27. Agents are obliged to register on the Estate’s biometric system so as to gain access and egress to the Estate.
28. I /we are attaching copies of our current year Fidelity Fund Guarantee Certificate, as well as our Registration Certificate with our Controlling Body and each of the abovementioned agents Certificate of Registration.
29. I/We undertake annually to provide, with the application for renewal, the abovementioned documents for the ongoing period.
30. I/We are aware that should I/we fail to comply with these rules, and notwithstanding any mandate I/we may have from the owner of a property to sell their property, ALEMA reserves the right to immediately revoke this agreement. Furthermore, should the aforesaid occur, I/We will have no right or recourse ALEMA or any member thereof.
31. I acknowledge that this agreement and the ALEMA MOI and the ALEMA Rules ALEMA and the Sub Estate’s HOA’s, Body Corporates, Life right Companies and Care Centre, with in the Aloes together with the Estate Agents Approval Policy, copies of which are in my possession, are subject to amendment from time to time, and I/We hereby undertake to abide by any reasonable amendment to the rules, which I/We acknowledge will always supersede the existing rules.
32. Intern agents need to have agency principal co-sign all the documents pertaining to Policies and Procedures as well as sales and lease agreements.

I, _____ confirm the acceptance of the above terms and

conditions on behalf of _____
(Estate Agency)

Signature

Date

Agents: Witnesses:

- | | |
|----------|----------|
| 1. _____ | 1. _____ |
| 2. _____ | 2. _____ |
| 3. _____ | 3. _____ |

On behalf of ALEMA

Signature

Date

Witnesses:
