



**Agreement granting a **SOLE MANDATE** for use where it is intended that the property be placed on the multi-listing internet web site operated by SARED.**

**Entered into between**

.....  
(The Seller/s - The Names of all Registered Owners must appear above)

**and**

.....  
(The SARED Member Firm - Member Firm's Name to appear above)

1. The Seller hereby irrevocably appoints the SARED Member Firm as the sole agent for procuring the sale of the property known as ..... together with all buildings and erections thereon and all fixtures and fittings of a permanent nature pertaining thereto ("The Property") as per the terms and conditions set out in this agreement.
2. The gross price required by the Seller for the property is  
R..... (.....Rand)  
or such other price as may be agreed upon by the Seller and the SARED Member Firm.
3. The sole mandate hereby granted shall commence on signature of this agreement and shall remain in force until 12 noon on ..... (Date) ("the Mandate Period").
4. The Seller acknowledges that the SARED Member Firm is a participant on SARED and that a list of the current SARED Participants ("Fellow Participants") operating in the region in which the property is situated, is available on request.
5. The Seller hereby instructs and the SARED Member Firm hereby undertakes to place the Property on to SARED on ..... (which date is to be no later than 12 (twelve) days from commencement of the Mandate Period. Should the property not be captured on the SARED Website within these 12 days, then this mandate shall lapse and be deemed null and void.)
6. The SARED Member Firm undertakes to hold an Agents Open Hour on:  
.....(which date is to be no later than 12 (twelve) days from the commencement of the Mandate Period). The Agent undertakes to timeously advise the Fellow Participants when the Agents Open Hour is to be held.
7. Subject to Clause 9, the Seller shall pay the SARED Member Firm a gross (VAT INCL. where applicable) commission of ..... % of the price at which the Property is Sold. The said commission shall be paid:

**7.1** If the Property is sold during the Mandate Period, whether by the SARED Member Firm, any Fellow Participant, the Seller or any other person; or

**7.2** If the Property is sold by the SARED Member Firm, any Fellow Participant, the Seller or any other person, within 90 (Ninety) days after the termination of the Mandate Period to any person who was introduced to the Property during the Mandate Period. After 90 (Ninety) days the common law principle of cause and effect will apply.

- 8.** The Seller acknowledges that the effect of placing the Property on SARED is that all Fellow Participants may from the date in Clause 5 above participate as the SARED Member Firm's Sub-Agents in procuring a sale of the Property.
- 9.** Should any participant be the effective cause of the sale, the Seller agrees that such fellow participant shall be entitled to ..... % (.....) per centum of the gross commission payable in terms of Clause 7 and the balance shall be due to the SARED Member Firm.
- 10.** The SARED Member Firm will not be liable for acts or omissions of his Fellow Participants as his Sub-Agents.
- 11.** The Seller undertakes that he shall not, during the Mandate Period, grant to any other Estate Agent the rights granted to the SARED Member Firm and his Fellow Participants in terms of this agreement.
- 12.** The SELLER hereby appoints the following firm as their Transfer Attorneys:

.....

- 13.** Special Additions to this Mandate:

.....  
.....  
.....

## Marketing Method

**In the event that the Consumer protection Act 68 of 2008 'The act' together with the regulations 'the regulations' thereto apply hereto, I confirm:**

1.1. The "Estate Agency" first approached me with regard to concluding this mandate and that such approach was in person, per email to me or in a letter addressed to me ("direct marketing methods") and as a result, I shall have the right to a 5-business day cooling off period from date of signature hereof without any recourse. I further declare that i shall invoke such right of completion and delivery, as directed in the Act and in the format as prescribed in Annexure A to the Regulations, which shall be in writing) email or fax) delivered to the estate agent prior to expiration of the 5 day cooling off period. It is further noted that confirmation of my cancellation is to be given.

**Or**

1.2. The "Estate Agency" did not first approach me in person by email or in a letter addressed to me ("direct marketing") with regard to concluding this mandate and as such I shall not be entitled to a 5 day cooling off period from this agreement and conclusion of this authority.

*(Delete which is not applicable)*

2. The property must be sold as it stands, subject to the material information which I have supplied to you as per "Annexure B' attached hereto and which is within my knowledge, with all visible and invisible defects and on the basis that I will not be liable for any such defects of which I am not aware and

**I record further that:**

3.1. I am aware of my right in terms of the Consumer Protection Act 68 of 2008 to terminate this mandate, for any reason whatsoever on 20 business days notice in the recorded manner. Should I exercise this right, I acknowledge that I will be responsible for the reasonable expenses incurred by "The Agency" on my behalf, together with the reasonable penalty to which "The Agency" will be entitled in terms of the marketing schedule attached.



**Declaration by Mandate Grantor:**

|  |         |                        |
|--|---------|------------------------|
| I/We, (The Seller/s)   | 1. .... | (Full Names & Surname) |
|  | .....   | (Residential Address)  |
|  | 2. .... | (Full Names & Surname) |
|  | .....   | (Residential Address)  |
| <p>hereby declare that all the information on this document is true and correct. I/We furthermore declare that I/We have read this document in full and understand the contents and technical aspects as was described by the SARED Member Firm.</p> |         |                        |
| <p>Signed at ..... on ..... 20.....</p>  |         |                        |
| <p>.....<br/><b>Signatures of All Registered Sellers.</b></p>  |         |                        |
| <p>Signed at ..... on ..... 20.....</p>  |         |                        |
| <p>.....<br/><b>Signature of The SARED Member Firm.</b></p>  |         |                        |

This agreement has been negotiated by ..... the candidate estate agent/ property practitioner who hereby confirms being registered with the Property Practitioner Regulatory Authority and holds a FFC number ..... for the ..... financial year.