



## JOINT MANDATE AGREEMENT

ENTERED INTO BY AND BETWEEN:

"TYSON PROPERTIES "

AND

MAX PROP  
"JOINT AGENCY"

AND

NASH-LEIGH ADINA CAITLYN STOFFERS  
"THE SELLER"

### INTRODUCTION

The Seller owns the property situated at:

5 ADENA COURT (hereinafter referred to as 'his property')


The Seller has decided to sell his property and to utilise the services of **TYSON PROPERTIES AND JOINT AGENCY**, hereafter referred to as **THE AGENTS** to the exclusion of all other estate agencies, to market his property, with a view to finding a buyer for his property who is financially able to purchase the property.

### AGREEMENT

1. The Seller hereby appoints **THE AGENTS** as his Sole and exclusive Selling Agents to find a willing and able Purchaser to purchase his property.
2. I/we hereby give Tyson Properties consent to process my/our personal information, in accordance with the provisions of the Protection of Personal Information Act, for all purposes related to the carrying out of this mandate. Such consent shall extend to the sharing of my/our personal information with your trusted legal advisors who you may approach for advice or assistance during the provision of your services to me/us.
3. The Seller requires a gross selling price of R 810,000 -00 for his property, or such lesser selling price as he may agree to in writing. The seller understands that certain costs, including but not limited to Agents Commission, Bond Cancellation costs and pro-rata rates and levies will be deducted from the sale price before the remainder of the proceeds are paid to him.
4. The Seller understands that this mandate precludes him from employing any other agency to market or sell his property, for the duration of the mandate ("the Joint Sole Authority period").
5. The Seller understands that this mandate also precludes him from selling his property privately, or through another agency, to anyone who was introduced to the property during the course of this mandate (the "Joint Sole Authority" period), even after the mandate has expired.
6. This joint sole mandate shall remain in full force and effect from 20-01-2023 (date) (the "Joint Sole Authority" period), until 22-10-22 (date), until

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7. The Seller understands that **THE AGENTS** can only incur the costs of advertising and marketing the property on the basis as set out above and shall accordingly not do anything to prevent or frustrate **THE AGENTS** from marketing or advertising the property. During this period, the Seller shall accordingly not take the property off the market or let the property to any prospective tenant, and shall:
- allow **THE AGENTS** and their prospective purchasers reasonable access to the property in order to view the property;
  - allow **THE AGENTS** to display "For Sale" signs on the property;
  - allow **THE AGENTS** to hold show days on Sundays;
  - allow **THE AGENTS** display and market the property on the internet.
8. The Seller irrevocably undertakes to pay the selling agency, either **TYSON PROPERTIES** or **JOINT AGENCY** commission calculated at ~~6%~~ plus VAT of the purchase price payable on any binding sale and which amount shall be deducted off the purchase price and paid to the selling agency by the Seller's conveyancers no later than registration of transfer, whereafter the nett balance of the purchase price shall be paid to the Seller. 
9. The Seller understands that a sale agreement concluded between himself and a purchaser shall only be binding once all suspensive conditions (for example, bond approval) have been fulfilled.
10. The Seller understands that a breach of any of the terms of this agreement shall lead to a claim for damages by **THE AGENTS**.
11. This mandate agreement is binding on the Seller and his deceased estate in the event of his death.
12. Upon expiration of the mandate period, the mandate shall not automatically terminate, but shall continue as an open mandate, allowing **THE AGENTS** to continue to market the property whilst the property is on the market to be sold. The Seller understands that he may, during the open mandate period, also instruct other agents or sell privately.
13. **THE AGENTS** undertake to market the Property inter alia by means of the following: show houses at mutually convenient dates, Internet advertising, and by introducing existing potential buyers to the Property.
14. The Seller acknowledges that should he breach the clauses herein stated, that such shall constitute a material breach of this agreement. **THE AGENTS** specifically reserves their rights against the Seller should any claims be made against **THE AGENTS** arising from a failure on the Seller's part to disclose defects he had known about, or should have known about had he taken reasonable care
15. The Seller understands that he is entitled in terms of the Consumer Protection Act, Act 68 of 2008, to cancel this agreement by giving 20 business days written notice of such cancellation. In such event, **THE AGENTS** shall be entitled to a cancellation penalty in terms of Section 14(3)b of the Act which shall not exceed 10% of the commission that would have been payable on the asking price upon a sale of the property to compensate **THE AGENTS** for the reasonable costs incurred by them to employ agents to market the property, and to advertise the property.
16. The Seller further understands that he shall be entitled to cancel this agreement by giving written notice to such effect, within 5 (five) business days of signing this agreement, should this agreement have been concluded as a result of direct marketing.
17. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this agreement, but this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.
18. In the event of the property being registered in the name of a CC, Trust or Company, the AGENT shall likewise become entitled to a Service Fee should there be a change of shareholding or beneficiary, to a person who was introduced to the property during the mandate period.

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Moffey  
The Seller

NASH-LEIGH STOFFELS

(Print Name)

Who warrants that he/she is duly authorised

Date: 21 OCTOBER 2022

Place: UMHLANGA

[Signature]

**TYSON PROPERTIES**  
Represented by

DOROTHY SCHNEIDER

(Print Name)

Who warrants that he/she is duly authorised  
Candidate Property Practitioner Declaration - This  
authority is completed by a Candidate Property  
Practitioner, under the mentorship of,

\_\_\_\_\_ who  
holds a valid and current Fidelity Fund Certificate (FFC)  
with the registration number of

\_\_\_\_\_ who is  
practicing as a Full Status Property Practitioner with 3  
years or more real estate experience, affiliated to Tyson  
Properties (cross out if not applicable)

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**JOINT AGENCY**  
Represented by

(Print Name)

Who warrants that he/she is duly authorised

Date: \_\_\_\_\_

Place: \_\_\_\_\_

**THE AGENTS AGREE TO A COMMISSION SPLIT OF 80/20 TO SELLING AGENCY.**

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[Signature]  
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