

17 March 2010

Standard Terms and Conditions of the Owner's agreement

1. Interpretations, in these standard terms and conditions of contract:

- a.) the headings to the clauses are for reference purposes only and shall not aid in the interpretation of the clauses to which they relate;
- b.) unless the context clearly indicates a contrary intention, words importing one gender includes the other two genders, the singular includes the plural and vice-versa, and natural persons include created entities (corporate or incorporate) and vice-versa;
- c.) "Rental" – means the rental that a Guest must pay for the use of the Premises.
- d.) "Agreement" means the agreement entered into by and between the Owner and the Agent whereby the Owner appoints the Agent as his lawful and exclusive sole agent, which agreement is governed by the terms and conditions as set out herein, together with all schedules hereto.
- e.) "Agent" means the Company/Close Corporation named on the Agreement.
- f.) "Guest" means any person who pays rental (either directly or via a third party) to the Agent in return for the use of the Premises.
- g.) "Premises" means the premises as more fully described on the Agreement.
- h.) "Owner" means the person /s named on the Owners Agreement and who contracts with the Agent on the terms and conditions herein.

2. Applicability of standard terms and conditions of contract

All and any business or contracts undertaken or advice, information or services rendered by the Agent, in connection with the mandate, whether gratuitous or not, is undertaken and provided in accordance with these standard terms and conditions of contract.

3. Agents mandate

The Agent is hereby authorised to let the Premises and charge rental to the Guest. In particular the Agent will be entitled to solely and without the prior approval of the Owner determine the Rental payable by a Guest for the use of the Premises. The Agent shall in terms of his mandate given to him by the Owner of the Premises and in the name of the Owner and on his behalf do and execute all and each of the following acts, namely:

a) Property management

- i. Collecting the rental income from the Guest and paying it over to the Owner less any fees or expenses due or incurred.
- ii. Inventory of property to be checked before and after Guests stay.
- iii. Meet and greet hostesses inspect premises before during and after Guests arrival.
- iv. Hospitality management with visit all Guests at least once at the property.
- v. The Agents Service Providers will regularly inspect the premises.
- vi. Appointment of a house servant/manager who will be responsible for no more than two nearby properties.
- vii. Providing of all cleaning materials, pool chemicals, fertilizers etc.
- viii. Providing soaps, sundries and gifts to guests.
- ix. Maid Servicing.

b) Property Marketing

17 March 2010

- i. Professional photo shoot.
- ii. Template website created for web presents.
- iii. Creation of online Calendar system
- iv. File and stationary opened for all source documents.
- v. Property added to ACT – CRM Databases.
- vi. Copywriting (including description of property and directions)
- vii. Inventory.
- viii. Written directions.

4. Period

This agreement shall continue in force for a period of 24 (TWENTY FOUR) months from the date of signature hereof, subject to clause 16 below.

5. Costs

The costs as set out in Schedule 1 hereto are payable upon signature of this agreement.

6. Remuneration

As remuneration for his services, the Agents shall be entitled to retain a commission of 25% (TWENTY FIVE PERCENT) out of all rental income collected by him by virtue of this agreement, inclusive (or exclusive) of VAT.

7. Maintenance Account

The Agent shall retain an amount of R2000.00 (two thousand rand) from the first rental received on behalf of the Owner which amount shall be utilized for the purpose as set out in clause 8 below. This amount will be kept in a separate client account and will be available for refunding (less any charges due) to the Owner at the termination of this agreement.

8. Repairs to the property

The Agent has the authorization to carry out any repairs to the property at his discretion up to the value of R1500.00 (one thousand five hundred rand) without the Owners consent. In the event that any repairs will exceed the amount of R1500.00 (one thousand five hundred rand), then the Agent will obtain written permission from the Owner to carry out any such repairs. The cost of any repairs to the Property will be paid out of the Maintenance Account referred to in clause 7 above.

9. Application of balance

The Agent shall render to the Owner a monthly accounting of rental income received and expenses paid; and to remit to the Owner all income, less any sums paid out, and to disburse the funds not less than once every month, to the credit of the Owner's account.

10. Accounts and records

The Agent shall keep full and proper books of account and records showing clearly all revenue, expenditure, transactions and proceedings relating to the agency, such books and records being kept separate from those relating to matters not connected with this agreement.

17 March 2010

11. Deposits

11.1

The Agent shall keep a damages deposit of R 10 000.00 (ten thousand) for every booking made through a charge on the Guests credit card.

11.2

The Agent will not be liable for any damages howsoever caused by the Guest to the Premises and the Agent cannot guarantee that the charge on the credit card will be honoured by the guest, should there be any claim by the Owner against the Guest then the Agent together with the Owner will decide on the necessary action to be taken against the Guest.

12. Duties of the Owner

12.1

The Owner hereby agrees to ensure that the accommodation required is accessible on the day of arrival and conforms to the highest hygienic standards.

12.2

Should the Owner have any pets staying in or at the Premises, it shall be the responsibility of the Owner to relocate these pets to another location a minimum of two days before the Guests move into the Premises (this is to ensure that the Premises has time to air in preparation for the Guest's arrival).

12.3

The Owner also agrees that they have checked the Agent website and that all the information given to the Agent (that appears on any other marketing communications being electronic, print and/or any other form of marketing and communication) is correct and true. Should any of the information be incorrect and become a problem in regard to this, the Agent reserves the right to move the Guest and claim back the rental money paid to the Owner in order to relocate the Guest due to this misinformation.

12.4

Where the Owner has not notified the Agent prior to the booking being made that there is construction or noise pollution of any kind around or on the premises, The Agent reserves the right to cancel the agreement immediately and without notice and to transfer the Guest to an alternative Premises and any monies paid to the Owner are to be transferred to The Agent within 7 days of the date of cancellation.

12.5

The Owner shall provide, at Owner's expense, and hereby represents and warrants to the Agent that the Property is insured by a standard policy or policies of insurance which provide for homeowners and contents insurance for holiday letting coverage, together with public liability insurance, including, but not limited to, fire, theft or other hazards in or incidental to the Premises in amounts sufficient to fully cover, any loss or damage to the Premises.

12.6

In the case where there are breakages by the Guest on or to the premises, it is the Owners responsibility to notify the Agent within 1 day (24 hours) of the check out time to claim such breakages in this contract from the Guest and against the Guests deposit as stated in clause 11 of this agreement.

12.7

Where the Owner rents out the Premises personally whiles the mandate is in force, then the Agents booking will take priority over any other booking.

12.8

The Owner will be obliged to pay all expenditure in respect of or relating to the Premises which without derogating from the aforesaid, include all rates and taxes or levies payable in respect of the Premises, the cost of all electricity and water consumed on the Premises, the cost of sewerage and rubbish removed, the cost of insurance and plumbing and sewerage works, any expenditure in respect of electrical works on the property or the cost of any specialized maintenance or cleaning, in order to maintain the standards.

17 March 2010
12.9

In the event that the security manager of the Premises requests that the Guest vacate the Premises for any reason whatsoever then the Owner will immediately at his own expense do all things necessary and sign all documentation to ensure that the Guest vacate the Premises, including bringing an application to court for the eviction of the Guest.

13. Sale of premises

The validity of this agreement shall not in any way be affected by the transfer of the Premises from the Owner pursuant to a sale thereof. It shall accordingly, upon registration of transfer of the Premises into the name of the purchaser, remain of full force and effect and the Owner shall ensure that the purchaser shall be substituted as Owner and acquire all rights and be liable to fulfill all the obligations which the Owner, was liable to fulfill in favour of the Agent in terms of the lease.

Should the Owner wish to sell the Premises during the existence of this Agreement, including during the notice period, the Owner hereby solely and exclusively appoints the Agent to procure a willing and able buyer for the Premises. Should the Premises be sold, commission will be calculated at the percentage as agreed by the Agent and the Owner.

14. Rights of Copyright

All photographs, website details and property descriptions in respect of the premises remain the property of the agent.

15. Disclaimer of Liability

Notwithstanding anything to the contrary contained in this agreement, the Agent shall under no circumstances whatsoever, be liable for any indirect or consequential loss / es, howsoever caused by the Guest or suffered by the Owner.

The Agent cannot guarantee that by marketing the Owner's property that it will be, let or hired out; and the Agent cannot give any time limits as to when it will find, Guests.

16. Terminations

This agreement may be terminated at any time by either of the parties hereto giving to the other four (4) months' written notice thereof. Save that any bookings made by the Agent that extend past this four month period must be honoured.

17. Breach

If a Party commits a breach of this Agreement and fails to remedy such breach within 24 hours of written notice requiring the breach to be remedied, then the Party giving the notice will be entitled to and at its option, either to immediately cancel this agreement and claim damages or alternatively to claim specific performance of all the defaulting Party's obligations, together with damages (if any).

18. Domicilia and notices

18.1 The parties choose as their domicilia citandi et executandi the addresses mentioned on the face of the agreement, but such domicilium of either party may be changed by written notice from such party to the other party with effect from the date of receipt or deemed receipt by the latter of such notice.

19. Whole agreement

19.1 This is the entire agreement between the parties.

17 March 2010

19.2 Neither party relies in entering into this agreement upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.

19.3 No variation or consensual cancellation of this agreement shall be of any force or effect unless reduced to writing and signed by both parties.

20. Proper Law and Jurisdiction

This Agreement shall be governed by and construed in all respect in accordance with the laws of the Republic of South Africa.

Both the Owner and the Agent hereby irrevocably submit to the jurisdiction of the Courts of the Republic of South Africa as regards any claim or matter arising under this Agreement.



SCHEDULE 1 - COSTS

1. Once off set- up cost of R2980.00 (two thousand nine hundred and eighty).
2. Marketing costs of R20 500.00 (twenty thousand five hundred) for the first year and R 14 250.00 (fourteen thousand two hundred and fifty Rand) renewal fees thereafter per year. Whenever the Rates of the advertising suppliers are increased the Agent may by written notice to the Owner, increase the marketing costs by an amount which bears the same ratio to the increase in Rates.
3. Owner Booking Charges
 - House Cleaning and Inventory check Monthly Charges:
 - 1Bedroom – R1400
 - 2Bedroom – R1600
 - 3Bedroom – R1800
 - 4 Bedroom – R2000
 - Monthly Cleaning Material Charge - R250

17 March 2010

- Welcome Pack (Bottle of Wine, Tea, Sugar, Milk, Welcome Note and Envelope) – R120 per client
- Maintenance Call out fee – R250 per call out + Expense of Item
- Monthly Admin Fee of - R200
- Marketing Maintenance Fee of - R1000 per month for Google advertising

