



MANDATE AND COMMISSIONS TERMS & CONDITIONS

April 2014

We confirm that commission, as detailed below, in respect of any introductions leading to the conclusion of a Lease will become due and payable upon the later of:

- a binding and unconditional Agreement of Lease being concluded and signed by both parties; and
- the tenant taking occupation of the premises as provided in the Lease; and receipt of the deposit, lease fees and the first month's rental by the Landlord; and
- receipt of the signed suretyship agreement, where applicable.

Commission is not payable for:

- option periods,
- any expansion of premises during the lease period,
- any area subsequent leased in addition to the initial lease area,
- any extension or renewal of the lease period,
- any sale by the Landlord to the Tenant of the property in which the leased premises are located.

Commission will be calculated on gross rentals. Where municipal rates and taxes and operational recoveries are a defined amount, whether included in the rental amount composition or separately stated, the commission calculated will be based on the rental figure excluding such recoveries.

Please note that for commission calculation purposes, rent free periods or beneficial occupation periods (where applicable) are deemed to be part of the first year of the lease period.

We reserve the right to pay commission invoices in two or three equal monthly instalments. We also reserve the right to a pro-rata reduction in the commission calculation and amount payable, in the event that the Tenant commits any breach, in terms of the Agreement of Lease, during the first six months of the initial Lease period.

To ensure that your information is current, please request or download our updated vacancy schedule and other relevant documentation off our website <https://sscpop.co.za>. Kindly note that all amounts quoted are exclusive of VAT.

This mandate replaces any previous mandate issued and forms the basis of any commission arrangement that will exist, irrespective of any other commission aspect or introductions conveyed to us. Whether agreed to in writing or not, this mandate becomes binding on all parties when an unconditional

Agreement of Lease has being concluded and signed by both the Landlord and the Tenant.

Please note that no signboards are to be erected on any property.

Please note that we may request copy and proof of EAAB Fidelity Fund Certificate/s.

All introductions are to be in writing noting the date and time. The introduction shall lapse one month after the date first introduced should we not receive acceptable further feedback from a brokerage.

You can be sure that we will handle all introductions with utmost confidentiality, do everything possible to support you in concluding lease agreements and invite you to offer any suggestions or comments as to how we may be of greater assistance.

COMMISSION STRUCTURE

Applicable as from **01 April 2014**:

Please note, that although the structure indicates a longer period, we prefer lease periods of maximum 5 years. We hold the right to negotiate same based on the unique circumstances of each property.

All Leases of 12 months or less: 5% of the gross rental for the Lease period

All Leases of minimum 12 months:

- 5% on the first two year's gross rental
- 2.5% on the next three year's gross rental
- 1.5% on the next three year's gross rental
- 1% on the gross rental of the balance of the Lease

Enquiries: Neil Choveaux: 021-592-6325 / neil@sscprop.co.za

Acknowledgement:

I _____ representing _____

hereby agree to the conditions and terms herein.

Signed on _____ at _____

As Witness: Broker:
