

## TERMS AND CONDITIONS / RULES AND REGULATIONS

Real Estate Companies and Estate Agents registering on this site;

### General Terms & Conditions

1. By accessing and using the website, you, the user, agree to be bound by the terms and conditions that are set out in this notice. If you do not wish to be bound by these terms and conditions, then you may not access, display, use, download and/or otherwise copy or distribute any of the content of this website.
2. You agree to access and use this site entirely at your own risk.
3. While every effort is made to ensure that the information provided on the website is current and accurate, you should not assume that the information on the website is always current or accurate, and other sources of this information should be consulted before making any decision to act on the information displayed on this website.
4. We respect the privacy of all visitors to this site. The site may be used without providing any personal information. In order to access and improve the popularity of the site for its visitors, information's shall be collected as to information on the number of visits to the site, pages viewed, etc.
5. The SMLS Team, its owners, directors, employees, officials, suppliers, agents and/or representatives shall not be liable for any loss or damage, whether direct, indirect or consequential, or any expense of any nature whatsoever, which may be suffered by you the user, which arises directly or indirectly upon reliance of the website and/or its content.

### Rules And Regulations

1. All Real Estate Agencies MUST have a valid Fidelity Fund Certificate and if necessary will be required to produce proof thereof, adhering at all times to the Code of Conduct set out by the Estate Agents Board
2. SMLS Members must respect the Listing Agent's comments regarding all listings placed at their disposal on the Site, such as appointments made directly with Seller / Tenant or through the Listing Agent, times for viewing or approaching the Seller directly if not allowed by the listing Agent
3. Open Viewing Times can be any given time, requested by the Seller and can be treated as a Mini-listing. The SMLS Team will send an email to all the registered Agents notifying them of any open times
4. Traditionally, multi-listed open times have been on a Wednesday – Agents may continue to request viewing times on a Wednesday. It is recommended however that surrounding areas choose an alternative day, so as not to conflict with open times of a specific area, especially as there are Agencies who operate in more than one Suburb. The SMLS Administration Team will help to co-ordinate these times for the Agents when they are conflicting with each other.
5. A minimum of 4% commission is required for Open or Sole Mandates. Any cut in commission incurred without the permission of the SMLS Member listing Agent, will result in the loss being deducted from the Selling Agents commission only. VAT must be included in the commission whether the Agency is registered for VAT or not. Agents can make private arrangements between themselves if an OTP is obtained, with regard to the VAT or the reduction of Commission if needed to achieve a Sale. This will however remain a matter between the two Agencies
6. Any property may be listed on SMLS – Open Mandates or Sole Mandates provided the Listing Agent has obtained permission from the Seller. Recommended Commission Splits for Open Mandates is 20% and Sole Mandates 50%. Agents may however change the commission splits of Sole Mandates depending on the circumstances i.e. if two Agencies have a Joint Sole Mandate, the commission split could be listed as: 25/25/50% or 20/20/60% to the Selling Agent. This commission split should be discussed and agreed upon by the Joint Mandate Agencies before listing the Property on the SMLS web site.
7. Open Listings will remain valid for a period of 4 months. If any registered SMLS Agent or Agency sells the Property within this period, then a referral commission of 20% will be payable to the Listing Agent.
8. In the event that another Agent converts an open Listing to a Sole Mandate, he will still be liable to pay the first listing Agent a referral commission of 20% if sold within the 4 month period. The first listing

Agent on receiving proof of the Sole Mandate must remove the Listing off the site so that the Sole Mandate Agent may list it.

9. Should an Open Listing not sell within the 4 month period, then it is the responsibility of the first Listing Agent to re-list the Property on the site before the Listing expires. In the event the Agent / Agency fails to do so, then any Agent will be entitled to re-list the property on the site.
10. It is optional to include the Seller's Name and Contact Numbers in the case of a Sole Mandate. On Open Listings however, these details should be filled in unless the Agent has a valid reason for non-disclosure i.e. Seller's request that the Listing Agent be the only Agent allowed to make contact with him. If the Agent or Agency is found to be in default of this request, the listing will be removed off the site leaving it open to any other Agency for listing.
11. It is important that all required information on the Listing form is filled in, especially the commission and commission splits to avoid any disputes.
12. It is an essential requirement to fill in The Erf Number. The system makes no provision for the same property to be listed twice.
13. It is not a requirement to have an Open Viewing time for each Property listed. Open time viewing can be requested at any time, even if the Property has been listed on the Site for a period of time.
14. Should any Open times be cancelled and Agents cannot be notified timorously of the cancellation, then the onus will be on the Listing Agent who requested the Open time to be present outside the Property to advise the Agents of the cancellation.
15. Agents who are not registered with SMLS will not be entitled to assist in the Marketing of that Property.
16. It is the responsibility of each Agent to print a copy of the Listing for their own records. It is not a requirement for the Listing Agent to provide a copy of the Listing at the Open House.
17. Where Valuations are requested by the Listing Agent, qualified Agents should assist them to obtain the correct pricing of the Listed Property
18. "For Sale" boards can only be erected by the Listing Agent unless an alternative arrangement is made with the Listing Agent. The same applies to Show Houses.
19. "Sold" Boards may be erected by the Listing and Selling Agent, provided the Seller is in agreement.
20. Advertising is allowed on Open Mandates (if agreed by the Seller).
21. All advertising of Sole Mandates, whether on Personal or Communal Web sites, magazines or newspapers to be given permission by the Listing Agent.
22. It is the sole responsibility of each SMLS member to ensure that the information on the Property is kept up to date. Once changes have been made on the Listing Card, the SMLS member can provide the details to the SMLS Team who will notify SMLS members by Email in the Weekly News Letter.
23. The SMLS Team and / or its Associates will not be involved in any Commission disputes or held responsible to any claim of loss of Commission.
24. All SMLS Members agree that the SMLS Web Site is provided to all Members as a tool to assist them to improve their Network and Marketing and the SMLS undertake to assist all Members in achieving this, but cannot be held responsible for any issues related to the use of this site in terms of disputes, commission claims or any other aspect.
25. SMLS reserve the right to change or amend any of the conditions, rules or regulations above. SMLS members will be notified by Email of any such changes.