



RENTAL COLLECTION MANDATE FORM

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P O Box 16410, VLAEBERG, 8018 28 Wale Street, Cape Town, 8001

PROPERTY OWNER

Surname		Title		First	
Identity				Owner	
Company name				Co. registration nr.	
Registered place of Business					
Telephone	Area		(W)		(Cell)
					E-mail
					Postal

PROPERTY BEING LET

A list of the properties included in this Mandate is attached as Annexure A. The Property Owner may from time to time add additional properties to this mandate. In the event that a property that is not included in Annexure A is submitted to RentMaster for rental collection, RentMaster shall be entitled to assume that the Property Owner wishes to add that property to RentMaster's Mandate.

BANK ACCOUNT INTO WHICH RENTALS MUST BE DEPOSITED

Account name		Account type	
Bank		Branch	
Account nr		Branch code	

**NB: Please ensure that all information is correct and accurate – in terms of FICA legislation no transactions may be processed where incorrect or incomplete information is provided.
A transaction fee of R4 per deposit is deducted to cover bank charges related to the transfer into this account.**

BROKER INFORMATION (IF BROKER IS INVOLVED)

Brokerage		Branch	
Broker			Broker code
Physical address			
Postal address			
Telephone	Ar		(W)
			(Cell)

THE SIGNATORY CONFIRMS THAT:

1. He is the Property Owner named above, or his authorised agent.
2. He has read the terms and conditions relating to this mandate (see Annexure B), and that he agrees to be bound by those terms. He specifically agrees that any monies due in terms of this agreement may be deducted from any rental collection effected on his behalf, prior to such monies being deposited in the account nominated above.
3. The information supplied in, and attached to this document is correct. The signatory is aware that the information supplied is material to the Insurer's decision to accept or reject the Property Owner's portfolio under the RentMaster policy.
4. The signatory is aware that acceptance of a property of the Property Owner does not guarantee the acceptance of the Property Owner's entire portfolio. The Insurer shall accept or reject each individual tenant on its own merit.
5. Where the authorised signatory is not the person insured, he/she warrants that he has a mandate from the person insured to enter into this insurance agreement.

Signed at _____ on this _____ day of _____ 20_____

Property Owner: _____ Authorised Signatory (if not Owner): _____

Capacity of Agent: _____

ANNEXURE A PROPERTIES INCLUDED IN MANDATE

PROPERTY 1

Property address		
	Postal code	
Current rent	R	

PROPERTY 2

Property address		
	Postal code	
Current rent	R	

PROPERTY 3

Property address		
	Postal code	
Current rent	R	

PROPERTY 4

Property address		
	Postal code	
Current rent	R	

PROPERTY 5

Property address		
	Postal code	
Current rent	R	

PROPERTY 6

Property address		
	Postal code	
Current rent	R	

PROPERTY 7

Property address		
	Postal code	
Current rent	R	

PROPERTY 8

Property address		
	Postal code	
Current rent	R	

PROPERTY 9

Property address		
	Postal code	
Current rent	R	

PROPERTY 10

Property address		
	Postal code	
Current rent	R	

Add additional pages, if more than 10 properties needed.

1. Interpretation and Definitions

- 1.1 The headings to the various clauses of this agreement are inserted for convenience only and shall in no way affect the interpretation of this agreement.
- 1.2 Words importing to the masculine shall include the feminine.
- 1.3 Words in singular shall include the plural and visa versa.
- 1.4 Unless the context indicates otherwise:
"The Owner" shall mean the Property Owner whose details are provided in the Rental Collection Mandate Form
"Rentmaster" shall mean Equillore Lease Dispute Settlement (Pty) Ltd, trading as "Rentmaster"
"Agreement" shall mean this agreement between RentMaster and the Owner.

2. Appointment of RentMaster

- 2.1 The Owner hereby appoints RentMaster, who hereby accepts such appointment, to provide certain services as more fully described below, upon the terms and conditions contained in this agreement.
- 2.2 The Owner shall from time to time submit a Rental Application Form to RentMaster that identifies a specific property, and the nature of the service that is required in respect of that property (ie Guaranteed Rental Collection or the Rental Collection Service).
- 2.3 Upon receipt of a Rental Application Form, RentMaster is mandated to provide the services specified, in terms of this agreement, and in respect of that property.
- 2.4 RentMaster shall be entitled to accept or reject, or accept conditionally, any such instructions at its own discretion. In the event that an instruction is not accepted, the Owner shall be informed immediately.
- 2.5 The relationship created by this agreement shall be that of principal and independent contractor and shall not create the relationship of principal and agent, nor that of employer and employee or master and servant.
- 2.6 This appointment shall be deemed to have commenced on the effective date and shall continue thereafter for an indefinite period, unless and until terminated by either party giving not less than 90 days prior written notice of termination to the other; provided that no such notice of termination may be given by the Owner so as to terminate this appointment within six months after the effective date.

3. Rental Collection Services

The parties are in agreement that the services to be performed by RentMaster shall entail the following:

- 3.1 The Owner shall obtain a signed debit order authority from its tenants. Such debit order authorities shall be in the format prescribed by RentMaster from time to time.
- 3.2 RentMaster will on a monthly basis collate a collection instruction in accordance with all instructions received from the owner, and instruct an accredited debit order service provider that RentMaster may from time to time nominate, to collect such amounts for and on behalf of the Owner. Only debit order instructions that are received prior to the 22nd day of the month will be included in such a debit order instruction.
- 3.3 It is recorded that RentMaster is obliged to provide security to the debit order collection agency in respect of the failed rental collections (ie tenant defaults that only become apparent after the Owner has been paid his monies). RentMaster is hereby mandated to offer to the debit order collection agent, as security in securitatem debiti, any tenant deposit that it may hold for and on behalf of the Owner.

4. Rental Guarantee

- 4.1 Where the Guaranteed Rental Collection is specified by the Owner, RentMaster shall be obliged to apply for a rental guarantee on behalf of the Owner from Guardrisk Ltd in respect of that property and tenant.
- 4.2 It is recorded that Guardrisk may refuse to provide such a guarantee. In that event, the Guaranteed Rental Collection shall not be available in respect of that tenant, and the property shall automatically be placed on the Rental Collection Service.

5. Management of Tenant Deposit

- 5.1 RentMaster is hereby appointed to administer the Tenant Deposit on the properties included in this mandate, in accordance with the provisions of the Rental Act;
- 5.2 All such deposits are to be made into the following account:
 - Equillore LDS Trust Account
 - Branch Code 632005
 - ABSA Business Bank Santyger
 - Account Number 407 132 9013

6. Payment of Amounts to Owner and Debit Order Returns**Guaranteed Rental Collection**

- 6.1 Where the Guaranteed Rental Collection is specified by the Owner, the rental amount (less any deductions authorised in terms of this agreement), shall be paid on the 1st working day of the month, irrespective of whether or not the Tenant has paid his rental.

Rental Collection Service

- 6.2 Where the Rental Collection Service is specified by the Owner, payment of the rental amount (less any deductions authorised in terms of this agreement), will only be made into the Owner's account if and when the collection of rental from the Tenant was successfully concluded, and then only after the 7th working day of the month;
- 6.3 In the event that any debit order is returned after the date that such funds were paid by RentMaster to the Owner:
 - 6.3.1 RentMaster shall inform the Owner of this fact;
 - 6.3.2 The Owner shall be liable to pay an amount equal to those funds, plus interest at the prime interest rate as charged by ABSA Bank from time to time, to RentMaster;
- 6.4 In the event of any amount being due to RentMaster in terms of this agreement, RentMaster shall, without derogation to any of its other rights, and without any further notice to the Owner, be entitled to:
 - 6.4.1 Apply any amount paid to RentMaster in terms of clause 3.2 in respect of the particular, or any other tenants as set-off for the outstanding amount;
 - 6.4.2 Apply any other amounts collected or to be collected on behalf of the Owner in respect of the particular, or any other tenants, as set-off for the outstanding amount;
 - 6.4.3 Recover any amount due by way of debit order collection against the account Bank Account into which rentals must be deposited (as identified in the Rental Collection Mandate Form..
- 6.5 The Owner hereby cedes to RentMaster *in securitatem debiti*, any and all rental deposits held by it in respect of clients who have signed debit order instructions in favour of the Owner and RentMaster. RentMaster will be entitled to call on immediate payment of such funds in the event that any amount due to it in terms of this agreement remains unpaid;
- 6.6 Where RentMaster has recovered the full amount due to it in terms of this clause, any additional amounts collected from the Tenant shall be paid over to the Owner. Save for the actual bank costs incurred in respect of the collection of monies from the Tenant and transfer of monies to the Owner, RentMaster shall not be entitled to make any deductions from such payment.

7. Action in respect of Late Payers**Guaranteed Rental Collection**

- 7.1 Where the property was accepted for the Guaranteed Rental Collection, all responsibility for dealing with late payers and defaulters shall rest with Guardrisk Ltd.

7.2 RentMaster shall be responsible for liaising with Guardrisk in this regard. It is specifically recorded that Rentmaster shall not be liable for any default of Guardrisk in meeting its obligations under the policy.

Rental Collection Service

7.3 In the event that any debit order is returned after the date that such funds were paid by RentMaster to the Owner, RentMaster shall be obliged to ensure that:

7.3.1 All reasonable steps are taken to contact the Tenant telephonically to encourage him to pay the outstanding rental. In this regard RentMaster shall:

7.3.1.1 Attempt to contact the Tenant as soon as the default becomes known;

7.3.1.2 Thereafter attempt to contact the Tenant at least every second working day, or until such time as an arrangement for repayment has been effected

7.3.1.3 Keep notes wherein the content of all discussions with the Tenant are recorded

7.3.1.4 RentMaster is hereby mandated to enter into an agreement with the Tenant to repay any outstanding amounts over a period of no longer than 3 months.

7.4 It is agreed that RentMaster's obligations in this regard shall terminate on the 15th of the month in respect of which the Tenant's rental remains outstanding. In the event that no successful arrangement has been reached with the Tenant:

7.4.1 The Owner shall be informed in writing of the state of affairs;

7.4.2 The Owner shall be requested to provide a mandate in accordance with clause 8 below.

7.4.3 Unless the Owner provides a mandate in accordance with clause 8 below, RentMaster's obligations in respect of the matter shall cease on the date referred to in clause 7.4. It is specifically recorded that where the Rental Collection Service was specified by the Owner, RentMaster does not provide any guarantee of payment by the Tenant, and that RentMaster's obligations in respect of this clause are limited to those described in clause 0 above.

7.5 The parties are in agreement that RentMaster shall be entitled to receive any and all late payment fees that may be levied against the Tenant in terms of the standard rental agreement, or any other rental agreement that may be of force and effect between the Owner and a tenant. RentMaster shall be entitled to collect any such fees from the Tenant for its benefit by way of the existing debit order instruction.

7.6 The Owner shall not be entitled to enter into any agreement with the tenant regarding the late payment or withholding of rental. Should the tenant on the basis of any such agreement withhold payment on the stipulated date, RentMaster shall not be liable for payment of any such amount. Where RentMaster has paid any such amount to the Owner, RentMaster shall have all the remedies stipulated in clause 6.4.

8. Action in respect of Rental Defaulters

8.1 Where a rental amount remains outstanding after the 25th day of the month in which the amount was payable, the Tenant shall be regarded as a Rental Defaulter;

Guaranteed Rental Collection

8.2 Where the property was accepted for the Guaranteed Rental Collection, all responsibility for dealing with Rental Defaulters shall rest with Guardrisk Ltd.

8.3 RentMaster shall be responsible for liaising with Guardrisk in this regard. It is specifically recorded that Rentmaster shall not be liable for any default of Guardrisk in meeting its obligations under the policy.

Rental Collection Service

8.4 RentMaster shall have no obligations to the Owner in respect of Rental Defaulters, save and unless the Owner provides a mandate to RentMaster in the format prescribed by RentMaster from time to time;

8.5 Where the Owner does provide a mandate to RentMaster in respect of the Rental Defaulters, RentMaster's obligations shall be limited to the following:

8.5.1 To select and instruct a Debt Collection Firm for and on behalf of the Owner;

8.5.2 To, where required, select and instruct legal service providers for and on behalf of the Owner;

8.5.3 To collate and forward all relevant and available information to the appointed service providers;

8.5.4 To on a monthly basis report to the Owner on the status of the proceedings;

8.5.5 To, where RentMaster deems it appropriate in its own discretion, engage the legal service providers on their handling of the matter.

8.6 It is specifically recorded that the contract for legal services shall be directly between the Owner and the legal service providers. The Owner, and not RentMaster, shall be liable for any and all fees charges by the legal service providers.

8.7 The Owner undertakes to pay:

8.7.1 All legal services upon presentation of the account by the legal service provider;

8.7.2 RentMaster's account for services rendered under this mandate upon presentation of the account. In the event of the account remaining unpaid, RentMaster shall have the remedies available to it under clause 6.4 above.

9. Remuneration

9.1 As remuneration for the services to be rendered by RentMaster in terms of its appointment hereunder, the Owner shall pay to RentMaster

9.1.1 For the Guaranteed Rental Collection Service: A monthly fee equal to 4.56% (VAT included), of the amount to be collected from the Owner's client, plus a monthly Policy Fee of R42.18 (VAT included).

9.1.2 For the Rental Collection Service (not guaranteed): A monthly fee equal to 2.85%(VAT included), of the amount to be collected from the Owner's client.

9.1.3 Four Rand per debit order collection.

9.1.4 Four Rand per nominated bank account to which payments are made.

9.1.5 Where an additional mandate has been given to RentMaster in accordance with clause 8 above, a fee equal to 10% of the amounts charged by the appointed legal service providers.

9.2 RentMaster shall be entitled to deduct all amounts due in terms of this agreement from funds collected from the Tenant in terms of clause 2, prior to payment of those funds to the Owner, or from the Funds paid to RentMaster in terms of clause 3.2 above;

9.3 RentMaster shall be entitled to from time to time increase the amounts stipulated in this clause, provided that the Owner shall be given 30 days written notice of such increase.

10. Duties of RentMaster

RentMaster shall do all such things, which are necessary for or incidental to or connected with the carrying out of its duties in terms of its appointment in terms of this agreement. In particular and without limiting the generality of the foregoing, RentMaster shall:

10.1 Carry out and perform all such duties and exercise all such functions as may be permitted by law and as may be necessary or desirable for the proper provision of the services;

10.2 Have no dealings with any of the Owner's clients other than in the normal course of RentMaster's business;

10.3 RentMaster will ensure that it maintains a daily backup of the data files. Weekly and monthly backups will be kept at different premises from those of RentMaster's offices.

11. Duties of the Owner

Notwithstanding the provisions of this agreement, the Owner shall ensure that:

11.1 Any collection instruction given to RentMaster be in accordance with the Owner's legal entitlement to such collection;

11.2 The termination of any debit order instruction is forwarded to RentMaster immediately upon its receipt.

- 12. Limitation of Liability**
- 12.1 The parties record that any issue regarding the Owner's entitlement to a collection shall be an issue between the Owner and the client that raises the issue. The Owner shall not be entitled to withhold payment of any amount due to RentMaster on the basis of such a claim or dispute.
- 12.2 The Owner hereby indemnifies RentMaster and any of its associates against any claim of whatever nature that any client of the Owner may institute regarding any collection arising out of this agreement, or any instruction given in accordance with this agreement by the Owner to RentMaster.
- 13. Invoicing & Notices**
- 13.1 The Owner shall be obliged to invoice all tenants on behalf of the property owners on a regular monthly basis. Such invoices shall reach the tenants timeously (at least 7 days prior to the rental amount being due), and shall contain a full description of rentals and other costs being levied.
- 13.2 RentMaster may from time to time require that notices be sent to all participating properties. Provided that RentMaster provides the copies of such notices, these shall be forwarded to the tenants by The Owner together with the invoices, at no charge to RentMaster.
- 13.3 RentMaster will on or before the 7th working day after the collection date report to the Owner the details of all unmet debit orders.
- 13.4 The Owner shall on a monthly basis, and after the 10th working day, provide receipts to the tenants in accordance with the provisions of the Rental Housing Act. The Owner shall ensure that such receipts are issued in accordance with the report referred to in clause 13.3. The Owner must ensure that tenants whose debit orders are returned unmet are not issued with receipts.
- 13.5 RentMaster shall make available to the Owner copies of Draft Tenant Receipts.
- 14. Breach**
- Should either party ("the defaulting party") commit a breach of any of the provisions hereof, then the other party ("the aggrieved party") shall be entitled to:
- 14.1 claim immediate specific performance and damages; or
- 14.2 cancel this appointment, claim restitution and damages;
- provided that the aggrieved party shall not be entitled to cancel this agreement until it shall first have given the defaulting party 14 (FOURTEEN) days written notice to rectify the default complained of and the party in default shall have failed to comply therewith within the said 14 (FOURTEEN) day period provided further that no such written notice shall be required where the aggrieved party has given the defaulting party a notice in terms of the foregoing within the previous 180 (ONE HUNDRED AND EIGHTY) days.
- 15. Confidentiality**
- 15.1 For the purposes of this clause, "client data" shall mean all information and records including information stored electronically, passed by the Owner to RentMaster prior to or subsequent to signature hereof regarding the subject matter of this agreement including all client information and any information and records acquired by RentMaster pursuant to its carrying out its obligations under this agreement.
- 15.2 Client data shall be deemed the property of the Owner and RentMaster shall have no claim to the client data whatsoever and shall use same solely to the extent necessary to carry out its obligations in terms of this agreement.
- 15.3 The Owner shall be entitled to the return of the client data at any time, on demand. Upon termination of this agreement for any cause whatsoever, RentMaster shall return the client data to the Owner.
- 15.4 RentMaster shall in perpetuity keep the client data confidential and shall not itself use or allow or permit any other party to use the client data for any purpose whatsoever other than in carrying out the obligations of RentMaster under this agreement.
- 16. Disputes**
- 16.1 In the event of any dispute of any nature whatsoever arising between the parties on any matter provided for in, or arising out of this agreement, then that dispute shall be submitted to and decided by arbitration;
- 16.1.1 "Dispute" in clause 16.1 shall include, but shall not be limited to the following:
- 16.1.2 Any dispute regarding the interpretation or rectification of the main agreement, as well as this clause;
- 16.1.3 Any dispute regarding the termination of the main agreement, and the consequences of any such termination or purported termination;
- 16.1.4 Any dispute regarding the voidness or voidability of the main agreement. It is specifically recorded that this arbitration agreement is severable from the main agreement;
- 16.1.5 A counterclaim on any matter provided for in, or arising out of this agreement.
- 16.2 Any arbitration arising out of this arbitration agreement shall be referred to the Equillore Dispute Settlement Services (Pty) Ltd, and shall be conducted in accordance with the standard terms and conditions, and the summary procedure rules, then applicable in that forum.
- 16.3 Any variation, amendment or cancellation of this arbitration agreement shall be of no force and effect unless agreed to in writing by all the parties to this agreement.
- 17. Full Agreement**
- 17.1 This document constitutes the sole record of the agreement between the parties in regard to the subject matter thereof;
- 17.2 No addition, variation or cancellation of this agreement shall have any force or effect unless in writing and signed by or on behalf of all the relevant parties.
- 18. Domicilium**
- 18.1 The parties hereto choose *domicilia citandi et executandi* for all purposes of and in connection with this agreement shall be:
The Owner: The address provided in the mandate form
RentMaster: 3rd Floor Waleburg Building, 28 Wale Street, Cape Town, 8001
- 18.2 Either party hereto shall be entitled to change its domicilium from time to time, provided that any new domicilium selected by it shall be an address other than a box number in the Republic of South Africa, and such change shall only be effective upon receipt of notice in writing by the other parties of such change.
- 18.3 All notices, demands, communications or payments intended for either party shall be made or given at such party's domicilium for the time being.
- 18.4 A notice sent by one party to another party shall be deemed to be received :
- 18.4.1 on the same day, if delivered by hand, and
- 18.4.2 on the same day, if sent by telex or telefax;
- 18.4.3 on the fifth day after posting, if sent by prepaid registered airmail.

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