

**PRO Agreement entered into by and between:**

**Independent Online Property Joint Venture (Pty) Ltd Trading as IOLProperty**

**Registration Number: 2008/020335/07 (hereinafter referred to as "IOLProperty")**

**And**

---

**(hereinafter referred to as "the Agency")**

The parties agree as follows:

## **1. INTERPRETATION**

- 1.1 In this Agreement, unless the context otherwise indicates:
- 1.1.1 "Agency" means the Estate Agency listed as one of the parties above
  - 1.1.2 "Agreement" means this Agreement together with all annexures and addendums thereto
  - 1.1.3 "Effective date" means the date of this Agreement
  - 1.1.4 "Featured listings" means property listings, elected by the Agency above to receive preferential exposure
  - 1.1.5 "IOLProperty" means Independent Online Property JV t/a IOLProperty registration number 2008/020335/07
  - 1.1.6 "Property view" means a property listings data and images are displayed to a browser
  - 1.1.7 "Signature Date" means the date upon which this Agreement is signed by the Party who signs same last in time
  - 1.1.8 "Show House" means webpages indicating times and dates in respect of show houses for the show house days
  - 1.1.9 "Video" means a video of a given property uploaded onto Youtube that can be displayed on IOLProperty

## **2. INTRODUCTION**

- 2.1 IOLProperty is one of South Africa's largest property portals providing a wide selection of available properties for sale and to let in South Africa. Estate Agents can advertise their properties on IOLProperty for the benefit of Exposure.

## **3. PRICING AND SERVICES REQUIREMENTS**

- 3.1 The package entitles the Agency to the following:
- Unlimited Listings
  - Unlimited videos that can be uploaded per listing
  - Unlimited show houses
  - The agencies logo appearing on all their property listings (if provided by the Agency)
  - Free credits – 10% of the below monthly price package
- 3.2 The Agency hereby agrees to purchase a package for the minimum fee of R \_\_\_\_\_ (excl VAT) per month
- 3.3 Featured listings pricing - starting at 1 (one) credit per day for each featured listing
- 3.4 Should the Agency use any additional credits over and above the free credits provided these will be added to the above monthly fee at a rate of R1 = R1 credit
- 3.5 IOLProperty reserves the right to increase the price for the products described above on month's notice to the Agency effective from 1<sup>st</sup> March of each year.
- 3.6 IOLProperty can from time to time make available new products for usage by the Agency provided that the Agency is made aware of any cost implications related to usage of the product beforehand
- 3.7 Branding on the listings images and videos may only be that of the Agency

## **4. TERMS AND CONDITIONS**

- 4.1 The minimum duration of this Agreement (initial period) is for a period of 6 (six) months and thereafter will run indefinitely on a month to month basis. Notwithstanding anything contained herein, the client may not cancel the agreement during the initial period.
- 4.2 After the initial period 6 (six) months, the Agency or IOLProperty may terminate this agreement by way of written notice address to [HELP@IOLPROPERTY.CO.ZA](mailto:HELP@IOLPROPERTY.CO.ZA) and signed by the authorised manager or principal of the Agency giving 1 (one) month's notice to terminate the contract.

- 4.3 In the event that payment is outstanding for a period of more than 1 (one) month, IOLProperty may, at its discretion, suspend the agreement. Continued failure to pay will entitle IOLProperty to terminate this agreement.
- 4.4 Payment
- 4.4.1 By signing this Agreement, the Agency hereby authorises IOLProperty to debit the account provided below on, or after the last working day of the month in arrears with the amount of the monthly fee stated in section 3 plus any additional usage.
- 4.4.2 Should the direct debit return for any reason, I authorise IOLProperty to re-attempt a direct debit for the outstanding amount as well as any bank charges resulting from the failure.
- 4.5 In the event of IOLProperty instructing its attorneys to recover monies from the Agency, the Agency shall be liable for and shall pay all legal costs incurred by IOLProperty, including any tracing agents' charges and commission. IOLProperty employs the services of a debt collection agent and should you exceed your terms IOLProperty reserves the right to use this form of service and all collection costs would be for the Agencies account.
- 4.6 The Agency acknowledges and agrees that it is aware of the terms and conditions of use as published and amended from time to time on the IOLProperty.co.za website, has read the terms and conditions of use and accepts and agrees to be bound by the terms and conditions of use.
- 4.7 IOLProperty agrees to provide online listing management, email and telephonic support and related services in consideration of the Agency agreeing to enter into this agreement.
- 4.8 The Agency acknowledges that IOLProperty does not regulate or take any responsibility for the content of the Agency's advertisements or for the security of the Agency's passwords. The Agency warrants that it has all the rights necessary to lawfully submit any information or materials that it is uploading or transmitting to IOLProperty, including all intellectual property rights. The Agency agrees to indemnify IOLProperty against actions brought by a third party as a result of the disclosure of such material or information, or as a result of the Agency's use in any way of the services provided by IOLProperty.
- 4.9 In the event of the Agency not utilising its allocated free credits, IOLProperty is hereby authorised to utilise, if possible, the remaining credits for the month to feature the most recent properties ("Auto Feature") Listing at its discretion and to credit the Agency's account with any remaining credits under 14 (fourteen) for the following month. Where auto-featuring is not possible, the remaining unused credits will be carried over into the next month. No refunds can be issued for unused credits.
- 4.10 Subject to the provisions of clause 3 above, this agreement, together with the terms and conditions of use as published on the IOLProperty website, contains the whole agreement between the parties and no party shall be bound by any undertakings, representations, warranties, promises or the like not recorded therein. No alterations, cancellation, variation of or addition hereto shall be of any force and effect unless reduced to writing and signed by all the parties to this agreement or their duly authorised representatives.

## 5. NOTICES AND DOMICILIA

- 5.1 Each of the Parties chooses domicilium citandi et executandi (domicilium") for the purposes of the giving of any notice, the service of any process and for any other purpose arising from this Agreement, at their following respective addresses:
- I. IOLProperty: 3<sup>rd</sup> Floor, Newspaper House, 122 St. Georges Mall, Cape Town, 8000  
Email: [help@iolproperty.co.za](mailto:help@iolproperty.co.za)
- II. Agency: as listed in the "Branch Information" below unless otherwise specified  
Email: as listed in the "Branch Information" below unless otherwise specified
- 5.2 Unless the contrary is proved by the addressee, any notice given by any Party to any of the others ("the addressee") which:
- 5.2.1 is delivered by hand during the normal business hours of the addressee at the addressee's domicile for the time being shall be presumed to have been received by the addressee at the time of delivery;
- 5.2.2 is posted by prepaid registered post from an address within the Republic of South Africa to the addressee at the addressee's domicile for the time being shall be presumed to have been received by the addressee on the 4<sup>th</sup> (fourth) day after the date of posting;
- 5.2.3 is transmitted by email during normal business hours of the addressee shall be presumed to have been received by the addressee within 1 (one) hour after receipt of transmission.

This signed Authority and Mandate refers to our contract as dated on signature hereof ("the Agreement"). I / We hereby authorise you to issue and deliver payment instructions to the bank for collection against my / our above mentioned account at my/our above mentioned bank (or any other bank or branch to which I/We may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement, and commencing on the commencement date and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of no less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above. The individual payment instructions so authorised to be issued must be issued and delivered as follows.

On or after the last working day of the month commencing on \_\_\_\_\_. In the event that the payment day falls on a Saturday, Sunday or recognized South African public holiday, the payment day will automatically be the very next ordinary business day. Further, if there are insufficient funds in the nominated account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

I/We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks and I also understand that details of each withdrawal will be printed on my bank statement. Each transaction will contain a number, which must be included in the said payment instruction and if provided to you should enable you to identify the Agreement. A payment reference is added to this form before the issuing of any payment instruction. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**MANDATE** - I / We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned bank as if the instructions had been issued by me/us personally.

**CANCELLATION** - I / We agree that although this Authority and Mandate may be cancelled by me / us, such cancellation will not cancel the Agreement. I / We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

**ASSIGNMENT** - I / We acknowledge that this Authority may be ceded to or assigned to a third party if the agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

Signed at \_\_\_\_\_ on this day of \_\_\_\_\_ 20\_\_

Signature as used for signing cheques or credit card vouchers Assisted by:

For office use: Agreement reference number - This Agreement reference number is: \_\_\_\_\_

**DECLARATION:** Do you authorise IOLProperty to issue and deliver payment instructions to your Banker for collection against your Bank account on condition that the sum of such payment instruction will never exceed your obligation as agreed in your contract/agreement? This method will commence effective (date) and will continue monthly thereafter until your obligation has ended or the authority and mandate is terminated by yourself giving us notice of not less than one month. In the event that the payment day falls on a Sunday or recognised South African public holiday, the payment day will automatically be the very next ordinary business day. Payment instructions due in December may be debited against my account on the last working day of the month. If there are insufficient funds in the nominated account to meet the obligation we are entitled to track your account and re-present the instruction for payment as soon as sufficient funds are available in your account. This authority and mandate may be cancelled by you however, such cancellation will not cancel the Agreement. You shall not be entitled to any refund of amounts which we may have withdrawn while this Authority was in force, if such amounts were legally owing to us. The authority and mandate may be ceded or assigned to a third party only if the Agreement is also ceded or assigned to the third party. Please note that the reference that will appear on your bank statement will be IOLProper.

We will confirm your authority and mandate in writing prior to processing the debit order against your account.

Do you understand and accept what I have read to you? (yes/no) If you have any questions or complaints, please contact IOLProperty on [help@iolproperty.co.za](mailto:help@iolproperty.co.za)

Dated at \_\_\_\_\_ on this day of \_\_\_\_\_ 20\_\_

AS WITNESS

FOR AND ON BEHALF OF IOLPROPERTY

By who warrants that he/she is duly authorised thereto

\_\_\_\_\_

\_\_\_\_\_

AS WITNESS

FOR AND ON BEHALF OF AGENCY/AGENT

By who warrants that he/she is duly authorised thereto

\_\_\_\_\_

\_\_\_\_\_

<b>AGENCY INFORMATION SHEET AND BANK DEBIT ORDER INSTRUCTION</b>	
CRM NO	
AGENCY	
BRANCH	
BRANCH CONTACT NO	
BRANCH EMAIL	
PRINCIPAL NAME	
PRINCIPAL CELL NO	
PRINCIPAL EMAIL	
FFC NO	
VAT NO	
LEAD CC EMAIL	
ACCOUNTS EMAIL	
DATA SOURCE	
<b>DEBIT ORDER</b>	
NAME OF ACCOUNT	
BANK	
ACCOUNT NO	
ACCOUNT TYPE	
BRANCH	
BRANCH CODE	
CONTRACT NO	
DEBIT AMOUNT	
COMMENCEMENT DATE	
ADDRESS LINE 1	
ADDRESS LINE 2	
POSTAL CODE	
<b>ABBREVIATED NAME AS REGISTERED WITH BANK IOLPROPER</b>	