

**LONGACRES COUNTRY AND  
EQUESTRIAN ESTATE**

**ESTATE AGENTS CODE OF CONDUCT AND  
REGISTRATION AGREEMENT  
VOLUME 6**



# **LONGACRES**

## **COUNTRY AND EQUESTRIAN**

### **ESTATE**

- Volume 1: Constitution of the Longacres Home Owners Association
- Volume 2: Code of conduct of the Longacres Home Owners Association.
- Volume 3: Architectural Design Guideline Manual
- Volume 4: Environmental Management Program
- Volume 5: Builders Code of Conduct
- Volume 6: Estate Agents Code of Conduct and Agreement
- Volume 7: Constitution of the Longacres Home Owners Association – Equestrian Club

## ESTATE AGENT POLICY AND CODE OF CONDUCT

### 1. INTRODUCTION

1.1. Whereas the main business of Longacres Country Estate Homeowners Association incorporates the promotion, advancing and protecting of communal interests, the safety and welfare of its members, the promotion of the Estate and the maintaining and persevering of the specific character associated with a lifestyle at Longacres Country Estate and also to sustain the value of properties on the Estate; and whereas

1.2. These objectives are achieved by *inter alia* the introduction and the implementing of security measures for and controlled access to the Estate, by maintaining and controlling the aesthetic appearance of buildings and improvements on the Estate, the adoption and implementation of the Code of Conduct and to regulate Estate Agent's conduct on the Estate; and

1.3. Residents and members choose to reside at Longacres Country Estate due to its peaceful , low density rural and secure surroundings; and

1.4. The Trustees are empowered to adopt rules to have these business objectives of Longacres Country Estate Homeowners Association achieved; then

1.5. It is therefore the responsibility of the Trustees to ensure that residents' privacy and property are protected by the introduction of Estate Agents rules and a policy in respect of the conduct of Estate Agents on the Estate.

1.6. It is the right and expectation of each member to dispose of his or her property in Longacres Country Estate in accordance with this Policy and/or Code of Conduct of Longacres.

Longacres Country Estate Homeowners Association and the Trustees must ensure that such rights can be executed with as little as possible disturbance to other members.

1.7. These rules and policy are formulated in order to curtail any disturbances and to comply with the Code of Conduct of Longacres Country Estate Homeowners Association.

1.8. It is an underlying principle of this policy that there may not be discriminated against Estate Agencies as service providers to the extent that limited procedures, rules and regulations must be equally applicable to all other service providers with reference to their applicable policies regarding the rendering of services (with specific reference to advertising) at Longacres Country

Estate.

1.9. Once accepted as policy, agreements would be concluded with each Estate Agency and its Agents, to ensure compliance with these conditions and the Code of Conduct of Longacres Country Estate Homeowners Association.

1.10. Registration as an Estate Agent with Longacres Country Estate is a privilege, and not a right. To this end, registrations of Estate Agents with Longacres Country Estate Homeowners Association will be limited to a certain number of applications as deemed prudent by the Trustees from time to time. Applications will be considered on the merit of the Estate Agencies applying, and the value they bring in terms of assisting the Trustee's achieve the objectives stated above.

## **2. PERMISSIBLE TRANSACTIONS**

2.1. Any immovable property transaction at Longacres Country Estate, whether it be the sale or purchase of land, the letting of any immovable property on a monthly, weekly or daily basis, such transaction may only be executed by:

2.1.1. A registered Estate Agent, or

2.1.2. The owner of the property and/or its legal representative,

Subject to the above mentioned policy and/or the Code of Conduct.

## **3. ESTATE AGENT REGISTRATION**

### **3.1. Registration**

3.1.1. All Estate Agencies and Agents who are contracted to conclude or negotiate property transactions on Longacres Country Estate shall obtain prior registration from Longacres Country Estate Homeowners Association.

3.1.2. Such registration shall include the signing of an agreement with Longacres Country Estate Homeowners Association and the payment of the required fees.

3.1.3. An Estate Agent applying for registration shall pay in advance the prescribed registration fee and provide Longacres Country Estate Homeowners Association with written proof of registration with the Estate Agency Affairs Board or any other statutory or mandatory authority including proof of a fidelity fund certificate of the Estate Agency and all its officials, prior to signing of an agreement.

3.1.4. All agents and principals of estate agencies must all provide copies of their fidelity fund certificates.

### **3.2. Number of Registered Estate Agencies**

3.2.1. The number of registered Estate Agencies will be limited at the discretion of the Trustees.

### **3.3. Registration Duration**

3.3.1. The registration agreements with Estate Agencies will be valid for a period of 12 (twelve) months in line with the Estate's financial year (beginning March to end February), and shall be renewable annually by written application in the prescribed manner herein before, by the Agent and or Agency concerned.

3.3.2. All registrations lapse at the end of the financial year (last day of February) and are required to be resubmitted.

3.3.3. Agencies registering in the course of the financial year will pay the annual registration fee on a pro-rata basis, based on the number of full calendar months left until the end of the Estate's financial year.

#### 3.4. Registration Fee and commission

3.4.1. An annual registration fee for Estate Agencies shall be determined from time to time by the Trustees.

3.4.2. The registration fee shall become payable on the date of signing the registration application.

3.4.3. Only full payment of the applicable registration fee is acceptable.

3.4.4. Generally, registrations are handled at the start of the Estate's financial year, namely from the beginning of June, and the full annual registration fee is payable.

3.4.5. The annual amount payable in respect of Registration for Estates Agencies may be subject to change from time to time, at the sole discretion of Longacres Country Estate Homeowners Association.

3.4.6. The registration afforded to any applicant will not take effect until such time as the annual registration fee is paid in full.

3.4.7. The annual registration fees payable is R550-00 per agency, plus R150 per individual estate agent.

#### 3.5. Registration Procedure

3.5.1. Longacres Country Estate Homeowners Association reserves the right to approve, withdraw and/or disapprove an application for registration.

3.5.2. If an application for registration is not approved for whatsoever reason, the registration fee will be refunded to the applicant.

3.5.3. If an approval for registration is withdrawn during the term of registration, the registration fee will be forfeited to Longacres Country Estate Homeowners Association.

3.5.4. Proof of payment must be attached to the Estate Agency's registration application.

3.5.5. The registration fee must be paid into Longacres Country Estate Homeowners Association banking account details:

Bank : Standard Bank – Vredenburg  
Branch Code : 050511  
Account No : 288207653

#### **4. LONGACRES COUNTRY ESTATE HOMEOWNER ASSOCIATION COMMITMENTS**

4.1. Longacres Country Estate Homeowners Association commits itself to take reasonable steps to provide the following service and documentation to registered estate agents:

4.1.1. The provision of all Longacres Country Estate Homeowners Association NPC required forms for the conclusion of an immovable property transaction upon request;

4.1.2. Ensure that individual homeowners selling their own property adheres to all applicable rules as stipulated in the Conduct Rules for Estate Agents and the enforcement of the applicable penalties as stipulated in terms thereof in case of non-compliance with such rules and specifically not to issue a clearance certificate unless the penalty commission as stipulated has been paid or guaranteed;

4.1.3. Encourage residents to make use of these registered Estate Agencies and Agents to market and sell properties in Longacres Country Estate.

4.1.4. Make available to all proposed purchasers and sellers a list of all the registered Estate Agents and their contact details on an official list. The list will be available from the Chairman and be presented on request to all potential buyers. A list of registered estate agent contact details will be included in Longacres Country Estate Newsletter.

4.1.5. Ensure that all registered Estate Agencies and Agents are treated on an equal basis for all purposes of promoting and selling or rental of properties on the Estate.

#### **5. ESTATE AGENTS CONDITIONS**

5.1. By signing and entering into the registration agreement, a Registered Estate Agency accepts the following conditions:

5.1.1. Longacres Country Estate Homeowners Association's Constitution and Code of Conduct will be adhered to;

5.1.2. The inclusion of all procedures, rules and regulations in sale and lease agreements as stipulated;

5.2. All Estate Agents and/or their duly appointed representatives and who are members of Longacres Country Estate Homeowners Association, will be required to be in good standing with Longacres Country Estate Homeowners Association in all aspects pertaining to the rules of the estate.

5.3. All rental properties must be registered with Longacres Country Estate Homeowners Association.

5.4. All viewing of houses or vacant land for sale shall be by appointment only with the Estate Agent and subject to strict compliance with all Security Rules and protocols in place on the Estate from time to time.

5.5. All registered Estate Agents shall, within 7 (seven) days of the conclusion of any transaction, notify Longacres Country Estate Homeowners Association of:

5.5.1. Any successful sale transaction of land within the Estate. (The word "*sale*" in this regard shall include: the transfer of a members interest in a Close Corporation or a transfer of shares in a Company or a change of Trustees and/or beneficiaries of a Trust, whenever such transfer or change shall result in an effective change of control of such Close Corporation, Company or Trust);

5.5.2. Any rental of a property within the Estate inclusive of stand number and street address ; and

5.5.3. The contact particulars of any new purchaser/tenant, including their name, telephone numbers and occupation, as well as similar details for the transferring attorney in the event of a sale.

5.5.4. The previous owner / tenants details, price of sale or monthly rental amount, sizes of house and stand (only if a sale), date of sale and date of transfer.

5.6. Details of people who rent property on the estate on a short term/leisure basis must be forwarded to chairman@longacresestate.co.za 48 hours prior to the arrival of such guests.

## **6. ADVERTISEMENTS / SIGNBOARDS**

6.1. Estate Agencies will be required to adhere to all conditions relating to the erection of advertisements / signboards, which will be embodied in detail in the agreement, and will include the following:

6.1.1. No electronic and/or written and/or other advertisement / signboard may claim to represent Longacres Country Estate Homeowners Association and/or ignore and/or attach their own interpretation of Longacres Country Estate Homeowners Association Conduct Rules.

6.1.2. No flyers or promotional material may be distributed at/or outside the gates to the Estate or in members' post-boxes under any circumstances, unless authorised in writing by the LAHOA Trustees prior to attending thereon. In the event that any pamphlets or promotional material is found to have been distributed and/or found on the Estate, the HOA will be entitled to confiscate the pamphlets or promotional material and to refuse any future advertising by the Agent/Agency concerned.

6.2. Ignorance of the by-laws/rules of the Municipality of Saldanha Bay Council in respect of signboards on public roads whether it is within Longacres Country Estate or outside the

Estate will jeopardise the continuation of the agreement. Copies of such by-laws/rules can be obtained from the Municipality of Saldanha Bay.

6.3. No door-to-door canvassing, advertisements, flyers or similar material for property transactions may be delivered to properties within Longacres Country Estate.

6.4. Estate agents may only operate on a "by appointment" basis. "Show house" days to the general public without appointment are forbidden.

6.5. A Registered Agent shall observe the following promotional/advertising rules:

6.5.1. Advertising, including without limitation thereto, signage on walls, umbrellas, bunting or any other form of advertising, shall only be permitted outside or on show houses on the day of the "Show House" within the Estate, and must be removed by 18:00 on the day.



6.5.2. No awnings of whatever nature shall be permitted on open stands that are for sale.

## **7. MEMBER TRANSACTIONS IN THE ABSENCE OF A REGISTERED AGENT**

7.1. Should a member execute his/her own property transaction, the following conditions shall apply:

7.1.1. Such a member shall only advertise the property under its own personal name and telephone number.

7.1.2. The member shall notify Longacres Country Estate Homeowners Association office to obtain copies and to accept all the conditions relating to a property transaction as embodied in this policy and the Estate Agency Registration Agreement and undertake to adhere to such conditions. The said conditions shall apply to the homeowner *mutatis mutandis*. Nothing in this policy shall preclude the Trustees of Longacres Country Estate Homeowners Association from granting an exception to any owner from compliance with this policy in the case of a forced sale and upon application and on good cause shown.

## **8. BREACH OF CONDITIONS**

8.1. Provision will be made in the agreement that Longacres Country Estate Homeowners Association will reserve its rights to take steps against any registered Estate Agent that breaches any condition of the agreement, this policy, the Code of Conduct or any other directive, rule or law applicable to such estate agent or such transaction.

8.2. It is therefore accepted that should any Registered Estate Agency or its appointed Estate Agent breach a condition of the agreement, such agent/agency may after consultation with the Agents Committee:

8.2.1. Have their registration summarily cancelled and/or not renewed;

8.2.2. Forfeit the annual registration fees and any other sums paid for that year.

8.3. Longacres Country Estate Homeowners Association may summarily cancel and withdraw an registered Agent's registration, *inter alia*, in the event of:

8.3.1. Any transgression or breach of Longacres Country Estate Homeowners Association rules, or the Estate Agency Affairs Board Code of Conduct;

8.3.2. Any conduct which, in the opinion of Longacres Country Estate Homeowners Association, is not in line with the interests of Longacres Country Estate Homeowners Association or its membership; or

8.3.3. Any failure to observe Longacres Country Estate Homeowners Association rules or any direction or instruction of Longacres Country Estate Homeowners Association, its Trustees or the Estate Manager.

8.3.4. Any transgression of the Estate Agency Affairs Board (EAAB) Code of Conduct.

8.4. In the event that a withdrawal of registration is being considered the reasons for any such withdrawal of registration will be communicated to the Agency or Agent concerned, in writing, at the discretion of Longacres Country Estate Homeowners Association.

8.5. On receipt of such notification the Agency will be entitled to make written submissions to Longacres Country Estate Homeowners Association.

## **9. AMENDMENT**

The Trustees of Longacres Country Estate Homeowners Association shall be entitled to vary this policy or any agreement concluded hereunder from time to time.

## Registration Agreement of Estate Agency and Estate Agents

I, the undersigned \_\_\_\_\_

On behalf of: \_\_\_\_\_

("Estate Agency")

Estate Agent's Telephone no:

\_\_\_\_\_ (W)

\_\_\_\_\_ (C)

Estate Agent's E-mail address \_\_\_\_\_

Hereby confirm that:

### 1) Introduction

The Estate Agency and its representative agents are fully aware of:

- a) Longacres Country Estate – Code of Conduct;
- b) Longacres Country Estate - Architectural & Landscaping Design Manual;
- c) The Constitution of Longacres Country Estate Homeowners Association and its entitlement to enforce its Rules; and
- d) The Estate Agents' Registration / Accreditation Policy;
- e) The Estate Agency Affairs Board Code of Conduct; and

We hereby undertake to explain the contents thereof to all purchasers and lessees of immovable property on the Estate and to abide by the Rules and Registration Policy at all times while conducting business as an Estate Agent at the Estate.

### 2) Undertakings

We undertake to attach a copy of Longacres Country Estate's Rules and Regulations to each and every resale and lease document concluded, together with a specified form to be completed by the purchaser / lessee stating that they have been issued with and fully understand such documentation.

As a registered Estate Agency for the sale of houses, resale of stands and negotiation of lease agreements, we shall be required to abide by the following guidelines relating to the erection of advertisements/signboards as set out underneath:

a) No electronic and/or written and/or other advertisement/signboard may claim to represent Longacres Country Estate Homeowners Association and/or ignore and/or attach their interpretation of Longacres Country Estate Homeowners Association's Conduct Rules.

b) Ignorance of the by-laws of the Municipality of Saldanha Bay Council in respect of signboards on public roads within Longacres Country Estate or outside will jeopardise the existence of this agreement. Copies of such by-laws/rules can be obtained from the Municipality of Saldanha Bay.

c) No show house boards and/or for sale and/or to let boards may be erected on

Longacres Country Estate.

d) No door-to-door canvassing, advertisements, flyers or similar material for property transactions may be delivered to properties or post-boxes within Longacres Country Estate.

e) Door-to-door canvassing for property transactions is not permitted and estate agents may only operate on a "by appointment" basis.

f) Estate Agents are obliged to submit a monthly list of all properties sold for that month, accompanied by the seller's details and the buyer's details, sale price, date of sale and date transfer, the erf and house sizes and the erf number and street address.

### 3) Clearance Certificates

We are aware that a clearance certificate is required for lodgement with each transfer, which certificate can be obtained from Longacres Country Estate Admin Office who will provide it on request and the clearance fees and levies being paid as set out in the clearance figures.

Longacres Country Estate Homeowners Association will only issue a Clearance Certificate if:

a) Levies have been paid up to the anticipated date of transfer; and

b) Full details of the new purchaser have been furnished to Longacres Country Estate Homeowners Association. (A standard form will be provided to Agents by the Estate Manager for this purpose).

### 4) Registration, Registration Fee and Commission

a) The registration agreement will be valid for a period of 12 (twelve) months, expiring one year from date of registration and shall be renewable annually by written application in the prescribed manner.

b) The registration period will run in line with Longacres Country Estate Homeowners Association's financial year, beginning 1 March. All registrations will expire on the last day of February and are required to be resubmitted for consideration.

c) An annual non-refundable registration fee for estate agencies for the 2016 financial year will be **R550.00 (Excluding VAT)** and shall thereafter be determined annually from time to time by the Trustees.

d) The registration fee shall become payable on the date of signing this Registration Agreement.

### 5) Registration Policy

a) Longacres Country Estate Homeowners Association reserves the right to approve/disapprove or withdraw an Application for Registration.

b) The non-approval of an application can inter alia, be a result of non-compliance with the registration criteria, previous continuous breach of the agreement and/or related matters.

c) If an application for registration is not approved for whatsoever reason, the applicable registration fee for the current year will be refunded to the applicant.

d) A maximum of three (3) Estate Agents per Registered Estate Agency will be allowed to market property on the Estate.

e) The agents representing ourselves to work in Longacres Country Estate will be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

6) Acknowledgements

We agree and are aware, that should we, or our agents fail to comply with these rules, and notwithstanding any mandate we may have from the owner of a property to sell their property, Longacres Country Estate Homeowners Association reserves the right to immediately revoke the registration. Furthermore, should the aforesaid occur, we will have no right or recourse against Longacres Country Estate Homeowners Association or any member thereof.

I acknowledge that these rules and the Longacres Country Estate Code of Conduct, Longacres Country Estate Architectural & Landscaping Design Manual the Estate Agents Registration/Accreditation Policy, copies of which I have in my possession, are subject to amendment from time to time, and I hereby undertake to abide by any reasonable amendment to the rules, which I acknowledge will always supersede the existing rules.

I, \_\_\_\_\_ confirm the acceptance of the above terms and conditions  
on behalf of \_\_\_\_\_ (Estate Agency)

\_\_\_\_\_  
Signature Date

Agents: Agents signature Witnesses:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

On behalf of Longacres Country Estate Homeowners Association

\_\_\_\_\_  
Signature Date