

**PROPERTY PRACTITIONER CODE OF CONDUCT**

**in respect of the**

**PEARL VALLEY GOLF & COUNTRY ESTATE**

**Index**

**PROPERTY PRACTITIONER CODE OF CONDUCT**

---

<b>NO.</b>	<b>CLAUSE HEADINGS</b>	<b>PAGE</b>
1	INTERPRETATION	1
2	INTRODUCTION	3
3	SUPERSESSION	4
4	INCLUSION ON LIST OF ACCREDITED AGENCIES	4
5	DURATION OF ACCREDITATION	4
6	MANDATES	5
7	AGENCY'S OBLIGATIONS	5
8	RENEWAL OF ACCREDITATION	8
9	ACKNOWLEDGMENT OF RIGHTS	8
10	REGISTRATION AND OTHER RELEVANT LEGISLATION	9
11	ACCESS TO THE ESTATE	9
12	BREACH OF CONDITIONS	10
13	INDEMNITY	10
14	DISCLOSURE OF BREACH	11
15	DISPUTE RESOLUTION	11
16	NOTICES AND DOMICILIA	13

---

**ANNEXURES**

---

- A Property Services
- B Details of Nominated Property Practitioner/s

## PROPERTY PRACTITIONER CODE OF CONDUCT

### 1 INTERPRETATION

1.1 In this Code, unless inconsistent with or otherwise indicated by the context –

1.1.1 “**the Act**” means the Property Practitioners Act 22 of 2019, as amended and including all regulations made in terms thereof;

1.1.2 “**Agency**” means the property practitioner business as contemplated in the Act that has been accredited by the Estate Manager as either a Resale Agency or Rental Agency or both;

1.1.3 “**Business Day**” means any day that is not a Saturday, Sunday or South African public holiday;

1.1.4 “**the/this Code**” means the Code of Conduct contained in this document;

1.1.5 “**Commencement Date**” means the date on which the Agency is accredited as an estate agency by the Estate Manager in accordance with the provisions of this Code and such accreditation is reflected in the records of the Estate Manager;

1.1.6 “**Constitution**” means the constitution of the HOA drawn in terms of section 29 of Ordinance 15 of 1985;

1.1.7 “**CPA**” means the Consumer Protection Act No 68 of 2008 as amended and including all regulations made in terms thereof;

1.1.8 “**Developer**” means the Developer as defined in the Constitution of the Pearl Valley Golf & Country Estate Homeowners’ Association;

1.1.9 “**Developer Properties**” means the Properties registered in the name of the Developer;

1.1.10 “**Estate**” means the residential estate known as Pearl Valley Golf & Country Estate situated in Paarl, Western Cape, including The Acres development;

1.1.11 “**Estate Manager**” means the person(s) appointed by the HOA from time to time to the office of manager of the Estate, including any duly appointed subordinates of such person(s);

- 1.1.12 “**the HOA**” means the homeowners’ association created in terms of Section 29 of Ordinance 15 of 1985 in respect of the Estate, being the Pearl Valley Golf & Country Estate Homeowners’ Association;
- 1.1.13 “**Mandate**” means an instruction or authority given to, and accepted by the Agency or a Property Practitioner to render a Property Service;
- 1.1.14 “**Owner**” means the registered owner of a Resale Property forming part of the Estate who has given an Agency or Property Practitioner a Mandate in respect of such Resale Property and which person is a member of the HOA and bound by the terms of the HOA’s Constitution;
- 1.1.15 “**Parties**” means the Estate Manager, the Agency and the Property Practitioner and “**Party**” means any one of them as the context may indicate;
- 1.1.16 “**PPRA**” means the Property Practitioners Regulatory Authority established in terms of the Act;
- 1.1.17 “**Properties**” means the immovable residential properties situated within the Estate with or without building structures thereon, or a residential sectional title unit that forms part of a sectional title scheme situated within the boundaries of the Estate and “**Property**” means any one such immovable property as the context may indicate;
- 1.1.18 “**Property Practitioner**” means a person as defined in section 1 of the Act and specifically the property practitioners nominated by the Agency and as set out in **Annexure “B”** hereto who will represent the Agency as its nominated property practitioners;
- 1.1.19 “**Property Services**” means any service referred to in paragraphs (a) – (g) of the definition of “Property Practitioner” in section 1 of the Act, which shall be rendered in accordance with the standards as set out in Annexure “A” hereto;
- 1.1.20 “**Property Transaction**” means the sale, purchase and/or letting of a Resale Property, as the case may be;
- 1.1.21 “**Resale Properties**” means such Properties privately owned by a third-party Owner, i.e. not by the Developer and “**Resale Property**” means any one of these Properties;

- 1.1.22 “**Sole Mandate**” means a Mandate incorporating an undertaking on the part of the person giving the Mandate not to confer a similar mandate on another Agency or Property Practitioner before the expiry of a determined or determinable period;
- 1.1.23 “**the Trustees**” means the trustees for the time being of the HOA.
- 1.2 The clause headings in this Code have been inserted for reference purposes only and shall not affect the interpretation of any provision of this Code.
- 1.3 Words and expressions defined in any sub-clause shall, for the purpose of the clause of which the sub-clause forms part, bear the meaning assigned to such words and expressions in that sub-clause.
- 1.4 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Code, notwithstanding that it is only contained in this interpretation clause.
- 1.5 If any period is referred to in this Code by way of reference to a number of days, the days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which case the day shall be the next succeeding Business Day.
- 1.6 The rule of construction that the contract shall be interpreted against the Party responsible for the drafting or preparation of this Code, shall not apply.
- 1.7 This Code shall be governed by and construed and interpreted in accordance with the laws of the Republic of South Africa.
- 1.8 Expressions defined in this Code shall bear the same meanings in any annexure hereto which does not contain its own definitions.

## 2 INTRODUCTION

- 2.1 The Estate is an exclusive luxury lifestyle residential estate with specific needs and attributes, particularly relating to Property values and security.
- 2.2 The HOA was established for the management and control of the Estate.

---

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

---

- 2.3 A core objective of the HOA is to protect and optimize the value of the Properties in the Estate in a manner that promotes integrity, goodwill and good faith.
- 2.4 In recognition of the need to be assisted by competent and well-informed Property Practitioners, the Constitution provides for the application and accreditation of Property Practitioners/Agencies to render Property Services on the Estate. Accordingly, Property Practitioners/Agencies are required to be accredited by the Estate Manager in order to render Property Services on the Estate.
- 2.5 Once an agency has been duly accredited as an Agency by the Estate Manager, such estate agency agrees and undertakes to be bound by the terms of this Code.
- 2.6 The Estate Manager shall compile and publish on the HOA’s website the list of agencies that are officially accredited and therefore authorized by the Estate Manager to market, sell and let the Resale Properties.
- 2.7 The Code applies equally to all accredited Agencies and all Property Practitioners nominated by such Agencies to market, sell and let the Resale Properties on the Estate.

### **3 SUPERSESSION**

This Code supersedes and replaces any and all agreements between the Developer, the HOA and any Agency and/or Property Practitioner in relation to such Agency’s and/or Property Practitioner’s status as an accredited estate agency/agent in respect of the Estate.

### **4 INCLUSION ON LIST OF ACCREDITED AGENCIES**

It is recorded that the Agency has been included on the Estate Manager’s list of accredited agencies in respect of the Estate and the Agency agrees to be bound by the terms of the Code in rendering the Property Services to any Owners.

### **5 DURATION OF ACCREDITATION**

- 5.1 The Agency acknowledges that its inclusion on the list of accredited estate agencies is valid for a calendar year, from 1 January to 31 December, after which the Agency must reapply for accreditation through the Estate Manager and once again agree to be bound by the terms of this Code.

- 5.2 In the event of the Agency failing to timeously be accredited as an Agency with the Estate Manager as contemplated in this Code, all rights afforded to the Agency and its nominated Property Practitioners in terms of a previous accreditation with the Estate Manager shall cease with immediate effect.

## **6 MANDATES**

- 6.1 No Agency or Property Practitioner shall offer, purport or attempt to offer any Resale Property for sale or to let or negotiate in connection therewith or canvass or undertake or offer to canvass a purchaser or lessee therefor, unless it has been given a Mandate to do so by the Owner (i.e. the seller or lessor of a Property), or the Owner's duly authorized agent, in full compliance with Section 34.3 of the Act.
- 6.2 Specifically, any sole mandate must comply with Section 34.3.1.3 of the Act.
- 6.3 The Agency agrees that, upon the request of the Estate Manager, it will provide a list of Mandates currently held by the Agency, indicating the erf number and owner's name in each case.

## **7 AGENCY'S OBLIGATIONS**

- 7.1 The Agency represents, warrants and undertakes to and in favour of the HOA that –
- 7.1.1 it and/or its Property Practitioner/s shall provide the Property Services it and/or they are authorized to provide in accordance with this Code with effect from the Commencement Date and for so long as the Agency remains an accredited estate agency for the Estate;
- 7.1.2 it and/or its Property Practitioner/s shall strictly and conscientiously adhere to and comply with the provisions of the Act, all regulations promulgated in terms of the Act including the PPRA's Code of Conduct;
- 7.1.3 it shall ensure that only those Property Practitioners whose details are registered with the HOA per Annexure B may participate in providing Property Services on the Estate and that any changes to its list of registered Practitioners are communicated to the Estate Manager, and confirmed by him, in advance;

---

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

---

- 7.1.4 it and/or its Property Practitioner/s shall at all times comply with all the requirements and rules as set out by the PPRA, specifically the PPRA Code of Conduct;
- 7.1.5 it and/or its Property Practitioner/s shall avoid any hindrance, interruption or interference with the operations and activities of the Developer, the HOA and/or the residents of the Estate;
- 7.1.6 it and/or its Property Practitioner/s shall respect the privacy of all members of the HOA;
- 7.1.7 it shall upon request by the Estate Manager submit a list of all Resale Properties sold and/or let, including the erf numbers, owners' names, tenants' names if applicable, and transaction dates;
- 7.1.8 it shall not be involved in or be a party to any lotteries or auctions conducted in respect of any Property Transactions relating to Resale Properties;
- 7.1.9 it shall do all things reasonably necessary to ensure that its Property Practitioner/s are at all relevant times fully informed and acquainted with the contents of the following documentation applicable to the Estate:
- 7.1.9.1 the Constitution of the HOA;
  - 7.1.9.2 the Estate Rules and regulations;
  - 7.1.9.3 the HOA's Resale Purchaser Consent document;
  - 7.1.9.4 the Memorandum of Agreement between the HOA and the Val de Vie HOA regarding reciprocal access and use of facilities;
  - 7.1.9.5 the HOA's building rules and regulations;
  - 7.1.9.6 the HOA's architectural & landscaping guidelines; and
  - 7.1.9.7 any official documentation relating to the Estate as is published on the HOA's website from time to time or made available to the Agency by the Estate Manager.
- 7.1.10 it shall take all steps reasonably necessary to ensure that its Property Practitioners shall properly familiarize themselves with the Estate and the contents of the documentation listed in clauses 7.1.9.1 to 7.1.9.7 above and keep themselves abreast of all changes to the

---

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

---

rules, documentation and policies applicable to the Estate as published on the HOA's website or communicated by the Estate Manager from time to time. The Property Practitioners shall be able to provide the Estate Manager at any time with sufficient proof of their knowledge of the Estate as well as their understanding of the documentation listed in clauses 7.1.9.1 to 7.1.9.7 above to the reasonable satisfaction of the HOA;

- 7.1.11 its Property Practitioners shall properly and fully advise and explain the contents of the documents listed in clauses 7.1.9.1 to 7.1.9.7 above to all potential purchasers and lessees of Resale Properties, including specific mention of clause 4 of the Memorandum of Agreement with the Val de Vie HOA which stipulates that reciprocal access may be terminated by either HOA on three months' notice to the other.
- 7.1.12 it and its Property Practitioners shall abide by the Constitution of the HOA, the Estate Rules and any rules and regulations issued from time to time by the Estate Manager at all times while conducting its business as an accredited estate agency on the Estate;
- 7.1.13 its Property Practitioners shall ensure that copies of the documentation as listed in clauses 7.1.9.1 to 7.1.9.7 above are either attached to, or specifically referenced in, any relevant deeds of sale and/or lease agreement furnished by them in respect of a Property Transaction;
- 7.1.14 it shall only advertise Resale Properties as for sale or to let if it has been given a Mandate in respect of such Resale Property/ies in accordance with Clause 6 of this Code;
- 7.1.15 it shall update all its advertisements and marketing material on a regular basis in order to ensure that only available Resale Properties are listed and marketed according to a valid Mandate provided to it;
- 7.1.16 it shall reflect the minimum information as set out in **Annexure "A"** to identify any Resale Properties in respect of which it holds a Mandate;
- 7.1.17 it shall only reflect the address of a Resale Property in respect of which it holds a Mandate on any marketing material or advertising/marketing platform if the Owner has expressly consented to its disclosure in writing;
- 7.1.18 it shall at all times act in a manner that will not prejudice the reputation and name of the

Estate or the HOA in any way;

- 7.1.19 it shall not operate a drone or use a camera extension stick higher than two meters anywhere on the Estate without obtaining the prior written approval of the Estate Manager.

## **8 RENEWAL OF ACCREDITATION**

- 8.1 The Estate Manager shall issue a communication to all accredited agencies not less than 1 (one) month prior to the expiry of the period defined in clause 5.1 above, inviting them to reapply for accreditation for the next 12-month period.

- 8.2 Renewal of the Agency's accreditation shall only be considered by the Estate Manager upon:

- 8.2.1 receipt of the Agency's written application as per clause 8.1 above; and

- 8.2.2 receipt of all documentation prescribed by the HOA.

- 8.3 The Estate Manager can, in his sole and absolute discretion, refuse the accreditation of the Agency or continued accreditation of the Agency, if the Agency is in breach of any requirements of the PPRA or if it is in breach of the provisions of this Code.

## **9 ACKNOWLEDGMENT OF RIGHTS**

- 9.1 The Agency acknowledges that the Developer and/or the HOA have registered or have the relevant rights in place to use the Pearl Valley name and brand as trademarks. The Agency further acknowledges that the Developer and the HOA are either the registered owner or licensed holder of rights in respect of the trademark(s) and all the commercial rights which arise out of or are indirectly connected with the use of its trademark(s) shall remain the property of the Developer and/or the HOA. The Agency undertakes to respect all the rights pertaining to the Pearl Valley name and brand.

- 9.2 The Agency acknowledges and accepts that the Estate Manager is entitled to request the Agency to remove any incorrect, inferior, inappropriate, or unauthorized marketing material of the Estate, according to the reasonable discretion of the HOA.

- 9.3 The Agency acknowledges and accepts that it shall be listed as an accredited Agency in respect of the Estate on the HOA's website but understands that it has no automatic right to advertise its services or any Resale Properties on the HOA's website.

- 9.4 The Agency acknowledges that this Code does not grant the Agency the automatic right to market, sell and/or let any Developer Properties and that the Agency must be appointed by the Developer in terms of a separate Mandate to receive such right.

## **10 REGISTRATION AND OTHER RELEVANT LEGISLATION**

- 10.1 The Agency (its Property Practitioners, principal agent, representatives and employees) shall, whilst it remains on the list of accredited agencies of the Estate –
- 10.1.1 be informed and be able to effectively relay information to all parties responsible to comply with the provisions of the Constitution, architectural & landscaping guidelines, building rules and regulations, Estate Rules and all official documentation applicable to the Estate and provided by the Estate Manager or published on the HOA's website from time to time; and
- 10.1.2 remain registered and comply with the provisions of the PPRA from time to time and provide the Estate Manager with the following:
- 10.1.2.1 a certified copy of the up-to-date Fidelity Fund Certificate of the Agency, its principal agent and every nominated Property Practitioner;
- 10.1.2.2 a certified copy of its tax clearance certificate;
- 10.1.3 comply with all the provisions of the Act; and
- 10.1.4 comply with the provisions of the CPA insofar as it applies to property practitioners; and
- 10.1.5 remain registered and in good standing with SARS.

## **11 ACCESS TO THE ESTATE**

- 11.1 The HOA grants the Agency and its nominated Property Practitioners access to the Estate to enable them to properly perform the Property Services in terms of this Code, subject to the provisions of the Estate Rules and security requirements as amended from time to time, and subject to the HOA's right to reasonably refuse access to the Agency and/or its Property

Practitioners to certain areas of the Estate on an *ad hoc* basis during events or for any other valid reason.

- 11.2 Property practitioners who are not residents in the Estate may only enter the Estate in terms of clause 11.1 above and may not use their access for any other reason.
- 11.3 The Property Practitioners shall be responsible for meeting their clients who are prospective purchasers or tenants at the main entrance of the Estate, ensuring that they register with security and at all times escorting them through the Estate and never leaving them unattended.
- 11.4 The Agency and/or its Property Practitioners shall not allow or assist any unauthorized person to enter the Estate or any part thereof.
- 11.5 The Agency's Property Practitioners shall only enter those parts of the Estate to which authorization has been given.
- 11.6 The access of any Property Practitioner to the Estate may be suspended by the Estate Manager at any time for any valid reason, including material breach of this Code, the Estate Rules, or the Estate's access control rules and regulations.

## **12 BREACH OF CONDITIONS**

- 12.1 Notwithstanding anything to the contrary herein contained and/or any Mandate given to the Agency, should the Agency or its Property Practitioners breach any of the terms of this Code and fail to remedy such breach within 7 (seven) days of receipt of a written notice from the Estate Manager setting out the nature of the breach, then the Estate Manager shall be entitled to summarily remove the Agency from the list of accredited agencies on the Estate.
- 12.2 The Estate Manager furthermore has the right to summarily remove the Agency from the list of accredited agencies of the Estate without giving written notice in terms of clause 12.1 above should the Agency be placed under provisional or final sequestration / liquidation.
- 12.3 Should the Agency be removed from the list of accredited agencies of the Estate in terms of clauses 12.1 or 12.2 above, the Agency agrees that it will have no claims against the HOA, the Developer or the Estate Manager arising from the termination of its appointment as an accredited

agency on the Estate.

## **13 INDEMNITY**

13.1 The Agency and each of its Property Practitioners hereby indemnify the Developer, the HOA, the Trustees, and all employees and agents of the Developer and the HOA, and undertake to hold them harmless against any claim(s), including but not limited to any claim(s) arising from any misrepresentation made by the Agency and/or any of its Property Practitioners or any breach of the Act or CPA by any of them and which may be instituted by any person and/or entity against the Developer and/or the HOA and/or the Trustees and/or the employees and agents of the Estate Manager based on any negligence or breach of contract by the Agency and/or any of its Property Practitioners arising from, but not limited to the providing of incorrect information about the Constitution and/or the Estate Rules, and/or the building rules and regulations.

13.2 The Agency and each of its Property Practitioners shall furthermore be liable for and hereby indemnify the Developer, the HOA, the Trustees, and all employees and agents of the Estate Manager in respect of any loss of or damage to property and the death of or injury to any person and any consequential loss or damage sustained, and against all actions, claims, demands, costs, charges and expenses arising from the negligence, breach of statutory duty or default of the Agency or any of its Property Practitioners.

## **14 DISCLOSURE OF BREACH**

The Agency acknowledges that the Estate Manager has the right to inform any Owner of any breach by the Agency or any of its Property Practitioners of this Code and of the details of such breach.

## **15 DISPUTE RESOLUTION**

15.1 Should any dispute (other than a dispute in respect of which urgent relief may be obtained from a court of competent jurisdiction) arise or a deadlock exist in relation to any matter which requires consensus between the Parties in the widest sense in connection with -

15.1.1 the formation or existence of;

15.1.2 the carrying into effect of;

- 15.1.3 the interpretation or application of the provisions of;
- 15.1.4 the Parties' respective rights and obligations in terms of or arising out of;
- 15.1.5 the validity, enforceability, rectification, termination or cancellation, whether in whole or in part of;
- 15.1.6 any documents furnished by the Parties pursuant to the provisions of;
- this Code, or which relates in any way to any matter affecting the interests of the Parties in terms of this Code, such dispute shall, unless resolved amongst the Parties to the dispute, be referred to and be determined by arbitration in terms of this clause, provided that a Party has demanded the arbitration by written notice to the other Party.
- 15.2 The arbitration shall be held -
- 15.2.1 at Cape Town;
- 15.2.2 with only the legal and other representatives of the Parties present thereat;
- 15.2.3 determined in accordance with the rules of the Arbitration Foundation of Southern Africa (“**AFSA**”) by an arbitrator or arbitrators nominated by it;
- 15.2.4 otherwise in terms of the Arbitration Act, No 42 of 1965 (as amended) (“**Arbitration Act**”),
- it being the intention that the arbitration shall be held and completed within 20 (twenty) days after it was demanded.
- 15.3 The provisions of this clause 15 shall not preclude any Party from obtaining interim relief on an urgent basis from a court of competent jurisdiction pending the decision of the arbitrator.
- 15.4 The arbitrator shall be a practicing advocate of the Cape Bar of at least ten years’ standing, appointed by agreement between the parties to the dispute, subject to clause 15.5.
- 15.5 Should the Parties fail to agree on an arbitrator within 14 (fourteen) days after the giving of notice in terms of clause 15.1, the arbitrator shall be appointed by the Chairperson of the Cape Bar

Council (or by AFSA if the Cape Bar Council no longer exists), at the request of either Party to the dispute.

- 15.6 The Parties hereby consent to the jurisdiction of the High Court of South Africa in respect of the proceedings referred to in clause 15.7.
- 15.7 The decision of the arbitrator shall be final and binding on the Parties to the dispute and may be made an order of the court referred to in clause 15.5, at the instance of any of the parties to the dispute.
- 15.8 In the event that a party to a dispute wishes to appeal the decision of the arbitrator, such party shall apply to the arbitrator for leave to appeal within 14 (fourteen) days from the date of the decision of the arbitrator.
- 15.9 In the event that a party to the dispute is granted leave to appeal the decision of the arbitrator, such appeal shall be held before 3 (three) arbitrators appointed in accordance with clauses 15.3 and 15.5, it being agreed that for the purposes of appeal the appointed arbitrators may include a retired judge otherwise appointed in accordance with clauses 15.3 and 15.5.
- 15.10 In the event that a party to the dispute is granted leave to appeal the decision of the arbitrator such party shall furnish security for the costs of the appeal in an amount of R150 000 (one hundred and fifty thousand Rand) within 10 (ten) days from the date on which leave to appeal is granted. Should the relevant party fail to furnish security to this effect the leave to appeal shall lapse and the prospective appellant will no longer be entitled to proceed with an appeal and the arbitrator's decision shall be final and binding upon the Parties.
- 15.11 The Parties agree to keep the arbitration including the subject matter of the arbitration and the evidence heard during the arbitration confidential and not to disclose it to anyone except for purposes of obtaining an order as contemplated herein.
- 15.12 It is recorded that it is the intention of the Parties, that any dispute referred to arbitration in terms of clause 15.1 shall be resolved strictly in accordance with the provisions of this clause 15. The Parties accordingly agree and undertake as follows -
- 15.12.1 that it shall not make any application to Court as contemplated in terms of section 3(2) of

the Arbitration Act;

15.12.2 that it shall not make any application to the arbitration tribunal as contemplated in terms of section 20(1); and

15.12.3 the periods set out in section 23 of the Arbitration Act shall not be applicable to any arbitration proceedings arising out of this Code.

15.13 The provisions of this clause 15 are severable from the rest of this Code and shall remain in effect despite the termination of or invalidity for any reason of this Code.

**16 NOTICES AND DOMICILIA**

16.1 Each of the Parties choose as *domicilia citandi et executandi* their respective addresses set out in this clause 16 for the purposes of the giving of any notice, the serving of any process and for any other purpose arising out of or in connection with this Code.

16.2 Each of the Parties shall be entitled from time to time to vary its *domicilia citandi et executandi* to any other address within the Republic of South Africa which is not a post office box or *post restante*.

16.3 For purposes of this Code the Parties' respective addresses shall be -

16.3.1 the Estate Manager at Pearl Valley Golf & Country Estate, R301 Mandela Freedom Road, Paarl, 7646.

Email address: greg.vanheerden@pvhoa.co.za

16.3.2 the Agency:

.....  
.....

16.4 Any notice given in terms of this Code shall be in writing and shall -

16.4.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;

---

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

- 16.4.2 if posted by prepaid registered post be deemed to have been received by the addressee on the 4<sup>th</sup> (fourth) day following the date of such posting;
- 16.4.3 if transmitted by facsimile or by electronic mail message be deemed to have been received by the addressee on the expiration of 24 (twenty-four) hours after transmission;
- 16.4.4 if sent by courier be deemed to have been received on the date of delivery by the courier service concerned, unless the contrary is proved.
- 16.5 Notwithstanding anything to the contrary contained or implied in this Code, a written notice or communication actually received by one of the Parties from the other including by way of facsimile transmission or electronic mail message shall be adequate written notice or communication to such Party.

Signed at ..... on..... 2026

Name..... Signature.....

**ESTATE MANAGER**

Signed at ..... on .....2026

Name..... Signature.....

**ESTATE AGENCY PRINCIPAL**

## **PROPERTY SERVICES**

### **1 Provision of the Services**

The Agency and each of its nominated Property Practitioners shall provide the Property Services in accordance with the Act, the PPRA’s code of conduct, this Code and specifically this **Annexure “A”** with effect from the Commencement Date until its accreditation is terminated in accordance with the provisions of the Code.

### **2 Service Standards**

2.1 The Agency shall carry out the Property Services (each as a separate and distinct obligation)–

- a. at its own cost, risk and expense and in accordance with Good Industry Practice, applicable laws and Estate Rules, policies, procedures, protocols and any directives of the HOA as may be published or amended from time to time;
- b. by ensuring that all Property Practitioners employed by the Agency in connection with the performance of the Property Services by the Agency have the necessary skills and experience as required by their respective professions, trades and callings and taking into account their roles and responsibilities in relation to the Property Services;
- c. so that all aspects of the services rendered by the Property Practitioners are supervised by sufficient numbers of persons having adequate knowledge for the satisfactory performance of the services; and
- d. shall within 5 (five) days from receipt of a request by the Estate Manager supply to him evidence substantiating its compliance with the provisions of this paragraph 2 (Services Standards).

2.2 The Agency shall not:

- a. render any services as a property practitioner unless the Agency has been issued with a Fidelity Fund Certificate in accordance with the Act; and
- b. do/commit/allow any of its Property Practitioners to do/commit any act which is declared as/deemed to be sanctionable conduct or an undesirable practice in terms of the Act.

### **3 Marketing and Advertising**

- a. The Agency must at all times use the correct name when referring to the Estate in any marketing and advertising material, viz. “Pearl Valley Golf & Country Estate”. This may be abbreviated as “Pearl Valley Estate” or simply “Pearl Valley.”
- b. The Acres precinct should be referred to as “The Acres at Pearl Valley.”

---

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

- c. The term “Pearl Valley at Val de Vie” or any similar styling which refers to Val de Vie is not permitted and any text or commentary which gives the impression that Pearl Valley is part of Val de Vie Estate must be avoided.
- d. To the extent that any marketing or advertising material refers to access to, or use of, Val de Vie facilities, the terms of the Memorandum of Agreement must be clearly explained as per clause 7.1.11 of this document.
- e. All purchasers or lessees must be furnished with a link to the website of the HOA, i.e. [www.pvhoa.co.za](http://www.pvhoa.co.za).
- f. No signage and/or for sale and/or to let boards may be affixed or erected by the Agency or its Property Practitioner/s anywhere on the Estate.
- g. No show houses are permitted on the Estate.
- h. The Estate Manager may provide the Agency with a unique Pearl Valley logo as well as generic electronic marketing material from time to time, which the Agency may use in its marketing campaign to promote the Resale Properties on the Estate, i.e. in rendering the Property Services.
- i. The Estate Manager will keep the Agency updated with any changes to the relevant HOA documents.
- j. No door-to-door canvassing, pamphlet drops, advertisements, flyers or any form of soliciting will be allowed within the Estate.
- k. Branded vehicles may enter the Estate in the normal course of business, i.e. for practitioners to attend meetings with clients, but may not be driven around or parked in the Estate for advertising purposes.
- l. No photographs or videos may be taken of any Resale Properties for which the Agency does not have a valid Mandate.
- m. No photographs or videos may be taken of the Estate buildings, facilities, or private open areas without the Estate Manager’s prior consent.
- n. The use of drones anywhere on the Estate without prior approval from the Estate Manager is strictly prohibited. Requests for approval must be submitted by email at least two business days in advance.

#### **4 Minimum Advertising Information in respect of Property**

- a. The Agency shall ensure that the following minimum information is reflected in respect of a Resale Property advertised, both in the case of vacant plots and developed plots –

---

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

- i. photos of the actual Resale Property;
  - ii. the desired purchase price or rental; and
  - iii. the name, email and cell number of the Property Practitioner.
- b. It is recorded and agreed that no photos, videos or virtual tours of the Estate buildings, facilities, or private open areas may be utilized unless such photos, videos or virtual tours have been approved by the Estate Manager.

## **5 Monitoring of Compliance**

- a. The Estate Manager shall be responsible for monitoring the Agency's compliance with the terms of this Code.

---

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

## ANNEXURE "B"

### DETAILS OF NOMINATED PROPERTY PRACTITIONER/S

NAME	
IDENTITY NUMBER	
PHYSICAL ADDRESS (CURRENT)	
TELEPHONE (W)	
TELEPHONE (H)	
CELLPHONE	
FACSIMILE	
E-MAIL	

NAME	
IDENTITY NUMBER	
PHYSICAL ADDRESS (CURRENT)	
TELEPHONE (W)	
TELEPHONE (H)	
CELLPHONE	
FACSIMILE	
E-MAIL	

---

# PEARL VALLEY

— HOME OWNERS ASSOCIATION —

NAME	
IDENTITY NUMBER	
PHYSICAL ADDRESS (CURRENT)	
TELEPHONE (W)	
TELEPHONE (H)	
CELLPHONE	
FACSIMILE	
E-MAIL	