

The Property Laboratory Service Level Agreement

1. **APPLICATION FULL NAMES:** _____
 2. (Dr./Mr/Mrs./Ms/Miss)

3. **IDENTITY NO.:** _____ **AGE:** _____

4. **MARITAL STATUS:**

Single	Married COP	Married ANC	Other
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5. **SPOUSE DETAILS:**

IDENTITY NO.: _____ **AGE:** _____

6. **MARITAL STATUS:**

Single	Married COP	Married ANC	Other
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7. **CONTACT DETAILS:**

Email		Home No.	
Work No		Cell No.	

8. **PRESENT PHYSICAL ADDRESS:**

9. **POSTAL ADDRESS:**

10. **CONTACT DETAILS:**

Email		Home No.	
Work No		Cell No.	

11. **PREMISES DETAILS:**

Building Name		Unit No.	
Premises Physical Address		Body Corporate Agency	
No. Parking Bay		Rental Amount	
Parking Bay		Package Selection	

*Initial: _____

PLACEMENT ONLY (Package A)	PREMIUM MANAGEMENT (Package B)	REPO-SAVER MANAGEMENT (Package C)
<p>Placement Fee: First month's rental for a 12-month lease (once-off per lease)</p> <p>Service Includes: Advertising and marketing through various media Securing a qualified Tenant - Screening, reference, ID, ITC, consumer credit and affordability checks - Tenant approval and lease signing - Securing first month's rental & deposit - Landlord guide, to assist you in your journey with managing your tenant</p> <p>Service Excludes: - Property management, you take over completely once keys are handed over - Take possession of keys, remotes, security disks, etc. from Developer on behalf of the Landlord - Prepare Landlord defects list (snag list) for supply to Developer - Facilitate Tenant defects list on key handover (Exit) - Water meter reading taken at development and key handover stage - Water meter reading taken on Tenant occupation</p>	<p>Placement Fee: First month's rental for a 12-month lease (once-off per lease)</p> <p>Plus, Management Fee: Monthly: 8% of rental amount</p> <p>Service Includes: - Tenant key handover management - Facilitate the installation of pre-paid water and electricity meters for the Landlord - Rental collection and credit control - Payment of Landlord's Body Corporate/ HOA levies to JHI, Trafalgar, UTH, etc. - Payment of Landlord's Property Rates and Taxes to Municipality - Payment of net. rental income into the Landlord's nominated account - Preparing monthly rental invoices and receipts for the Tenant - Preparing monthly statements for the Landlord - Management of repairs and maintenance (excludes labor & Material cost) - General Tenant management - Provide singular conduit for communication between the Tenant and Landlord - Post lease inspections - Ongoing investment management advice - Every 3- or 6-months apartment inspection with report</p>	<p>Placement Fee: First month's rental for a 12-month lease (once-off per lease)</p> <p><i>**Split and paid over ten (TEN) months to assist with high bond and repo rate increases</i></p> <p>Plus, Management Fee: Monthly: 9% of rental amount</p> <p>Service Includes: - Tenant key handover management - Rental collection and credit control - Payment of Landlord's Body/ Corporate/ HOA levies to JHI, Trafalgar, UTH, etc. - Payment of Landlord's Property Rates and Taxes to Municipality - Payment of net rental income into the Landlord's nominated account - Preparing monthly rental invoices and receipts for the Tenant - Preparing monthly statements for the Landlord - Management of repairs and maintenance (excludes labor & Material cost) - General Tenant management - Provide singular conduit for communication between the Tenant and Landlord - Post lease inspections - Ongoing investment management advice - Every 3- or 6-months apartment inspection with report</p>

12. BANKING DETAILS:

Bank Name: _____ Account No: _____ Branch Code: _____

Branch Name: _____ Select Account Type: _____
 (Savings/Cheque/Transmission/Current)

Swift Code: _____ Currency Partner: _____

13. LENGTH OF SERVICE LEVEL AGREEMENT:

13.1 The SLA will continue on a Month-to-Month basis after its termination, subject to any material changes which the consultant will notify the Landlord of, unless the Landlord gives the consultant 1 (One) months' notice, in writing, before the expiry date of his intention not to continue with this SLA. In such event, the SLA will end on the 1st (First) day of the month immediately following the end of the 1 (One) month notice period.

***Initial:** _____

14. GENERAL:

- 14.1** No changes to the SLA will be valid unless such changes are reduced to writing and signed by both the Landlord and the consultant.
- 14.2** This SLA contains all terms and conditions of the agreement between the Landlord and the consultant and no other agreement shall be binding on the Premises.
- 14.3** To the extent that this SLA is governed by the Consumer Protection Act, no Provision of this SLA is intended to contravene the applicable Provisions of the Consumer Protection Act, and as such, all Provisions of this SLA must be treated as being qualified, to the extent necessary, to ensure that the applicable provisions of the Consumer Protection Act are complied with.

15. SERVICES, PROCESSES AND UNDERTAKING:

Dependent on the appointment as per clause 11 (Package applied for) hereof, the following will apply:

- 15.1** All services to be carried out as stipulated per package above respectively.
- 15.2** All services carried out are facilitated on behalf of the owner only and all contracts remain between owner and tenant only.

16. DEPOSITS:

- 16.1** Section 5 of the Rental Housing Act, No. 50 of 1999 allows a landlord to take a deposit from a tenant prior to the tenant moving into the property. The Act also requires that the landlord deposits this money into an interest-bearing account, held with a financial institution. The tenant has the right to request a statement of interest earned on his money at any time. The tenant is also entitled to receive the deposit and all interest earned on the money over the period it was held for, at the end of the lease agreement period.
- 16.2** We do not keep or retain any deposits whatsoever; you are required to immediately place deposits into an interest-bearing account as stipulated above.

17. CANCELLATION OF SERVICE LEVEL AGREEMENT:

- 17.1** The Landlord is entitled to end this SLA at any time prior to its termination date by giving 20 (Twenty) business days' written notice to the consultant of his intention to do so. The landlord will be responsible for the procurement fee where applicable upon The Property Laboratory placing a tenant.

18. LIMITATION LIABILITY:

- 18.1** The Parties cannot sue each other for any loss, damage or injury which either Party may suffer unless such loss, damage or injury is due the gross negligence of the defaulting party or the defaulting party has breached the provisions of the Consumer Protection Act 68 of 2008.

19. LEASE RENEWAL AND TENANT REPLACEMENT:

In the absence of written notice from the owner to the contrary no later than 45(forty-five) days prior to lease expiry, the Owner hereby nominates and appoints the consultant with authority to:

- 19.1** Give notice to the tenant to renew the lease agreement at least 21 (twenty-one)days
- 19.2** Facilitate the renewal of the lease agreement with the existing tenant or replace the tenant should the tenant elect not to renew the lease;
- 19.3** Re-draft and arrange for signatures of the new lease agreement/addendum at new agreed rentals, or market rentals, by the parties;
- 19.4** Sign the standard lease agreement/addendum on behalf of the Owner;
- 19.5** Increase the rental deposit in line with the new rental (applicable to management packages only);
- 19.6** Inspect the unit (in the case where the tenant is vacating) and notify the Owner of any major damage or repair work required (applicable to management packages only);
- 19.7** Placement fee may apply from year (2) depending on package selection and portfolio management

20. VARIATIONS, REPRESENTATIONS AND WARRANTIES:

- 20.1** This agreement contains the whole of the agreement between the parties and any other terms, provisions or conditions, whether express or implied, or excluded and any variations, alterations or conditions to this agreement shall not be of any force or effect or legal validity unless reduced to writing and signed by the Parties.

*Initial: _____

21. Cancellation

30 days written notice is required to cancel this Service Level Agreement

22. SIGNATURES:

SIGNED at _____ on this the ____ day of _____ 20_____.

OWNER: _____

SIGNATURE: _____

Herein represented by _____ of **THE PROPERTY**

LABORATORY who by his signature hereto warrant that he has the necessary power and authority to conclude this agreement on behalf of the owner.

SIGNED at _____ on this the ____ day of _____ 20_____.

CONSULTANT: _____

SIGNATURE: _____

Herein represented by _____ of **THE PROPERTY**

LABORATORY who by his signature hereto warrant that he has the necessary power and authority to conclude this agreement on behalf of the owner.