



REAL ESTATE & PROPERTY SERVICES (PTY) LTD

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Reference: REPS - Terms & Conditions 21 05 2018

REPS Terms and Conditions

www.repsonline.co.za and www.repsrealty.co.za

- Please note that in terms of our productivity and effectiveness, we are at the **mercy** of council departments, City Power and JHB water, their departments and are hampered by the speediness of officials, processes and systems which does not reflect our business or office (REPS) values of:
 - Reliability
 - Effectiveness
 - Professionalism
 - Sensible approaches
- REPS will only follow litigious correct processes on all matters with council and thus regardless a positive or negative outcome is not of REPS concern as the major concern and objective is a correct billing council account and correct consuming service metering per legislation and by-laws.
- Should REPS Investigate and Report, please note this does take time especially when job cards for services need to be obtained. This can delay reporting however client will be kept updated throughout these processes.
- REPS could request new service metering photos from client throughout any time of investigation, audit, corrections and completion. Should client require REPS to obtain physically, this will be charged for per AA rates and billable fees will apply.
- REPS are not at liberty to provide unrestricted advice on client matters and will put our findings in a Report if instructed and paid for.
- REPS will communicate to client in writing as to ensure all communication is transparent and available for audit purposed by any reputable auditing firm. REPS strongly suggest same from client. Please kindly use erf description as reference on your matter to ensure transparency and ease of tracking all correspondence. REPS will communicate telecom discussions in writing and will request same from client as this is company policy.
- The Fact that REPS could / might work on your matter does not qualify you to stop with account payments to council. Council will issue a Pre-termination notice should you stop payments (30 Days), this in return will default all reference numbers and undo work by REPS on your matter. This could lead to disconnection of your services by council. REPS do not take responsibility for this and will quote accordingly to address this matter on your behalf if required. This will be strictly followed, and REPS does not take responsibility

PROPERTY SOLUTIONS

www.repsonline.co.za

EIENDOMSOPLOSSINGS

* Building Control * Council Liaison * Property Management * Project Management * Utility Management * Valuations



DIRECTORS:
J.CROUS (B.COM, B.COM HONS, MBA, COMMISSIONER OF OATHS)
L.CROUS (HIS HOSP., BL.COM, DM)



note liability should council disconnect services at any time REPS are working on matters for the fact that council departments are working independently, and Credit Control cannot be influenced by a 3rd party correspondent. REPS will quote accordingly to attend to AOD on your matter and will only attend to same per acceptance and payment of quote. The client could be liable for a deposit payment at council as part of the AOD. If this matter is processed through to Legal Admin REPS not be in a position to assist and client will need to directly attend to same at relevant council departments.

- REPS strongly advise clients to always keep current with council billing always as corrections will be processed and credits obtained where required and confirmed, this however will take time for council to process.
- By sending required documents and information the client acknowledges that REPS can work on their council matter and therefore liable for all billable hours quoted above to address this matter. REPS will commence with work once instructed and invoice paid in full. No refunds will be processed once instructed. Again, No Refunds will be processed.
- REPS expect the client to be truthful and honest with all information provided to ensure a non-discriminatory, correct assessment, correction audit is possible on all matters
- Should the client provide factual incorrect information, it be found the client were deceitful, unethical, fraudulent or illegal processes, disrespectful and contradicting will REPS reserve the right to withdraw from any matter immediately and inform council departments in writing.
- REPS will only look into / at History property information should client provide information and confirmation to do so.
- It is furthermore agreed by the client that REPS cannot be held liable for any damages occurring directly and/or indirectly as a result of incorrect information and/or readings provided by external third parties, including but not limited to local government entities. REPS will further not be under any obligation to liaise with such parties aside from the original agreed services tendered to the client. Client further indemnifies REPS against any claims, legal action and/or damages occurring or emanating from the client's relationship with REPS.
- Should a 3rd party, Agent, Attorney and any other person interfere, intrude and process while REPS are attending to an instruction per accepted quote, will REPS reserve the right to immediately withdraw from noted matter.
- REPS expressly reserve the right to cancel the agreement between the client and itself. It remains at the complete discretion of REPS to render or perform additional services to the client including but not limited to any additional work that was not originally agreed upon between the parties. It is also confirmed that REPS reserve the right to charge additional fees for any additional work rendered to the client should it undertake to render such services.
- Any file matter and documents REPS obtain from council, print or scan will form part of REPS file matter, investigation, correction and should a client request copy of same will this be available at standard printing costs and disbursements. The client will be able to pick-up same once invoice settled and a suitable time for upliftment has been arranged.
- The Client need to ensure there are access to property / allow access to property for council technical staff, contractor or if paid for REPS employees to ensure correct information can be obtained for service metering and or any related council correction process
- If no access can be obtained to site or a security problem, REPS will follow council litigious process for correction and this may require a Charge Average (CA) correction (if allowed on your matter). This will be confirmed and noted to client. CA corrections might have to be done twice over two-three months to ensure fair adjustment by council and auditing purposes.
- To obtain Service job cards are a tedious and delaying process and can take up to 21 working days if available at all and dependant if water or electricity job cards.
- REPS will not get involved directly should the client decide to take legal remedy against council, City Power and JHB Water and any of their departments. Per noted, all documents will be available if printing and disbursement costs has been settled.
- REPS do not take liability nor responsibility for the council debit and credit adjustments after adjustments and

corrections per processes of project management. REPS will ensure this adjustment made are in accordance to

council by-laws and legislation.

- Should you require REPS to further audit or additional work, this will be quoted accordingly
- REPS do not attend to Eskom service connections as verbal contract between client and service provided is required And REPS cannot attend to same on client's behalf.
- The circumstances and or issues might change with council and REPS will quote accordingly to address this matter. This needs to be acknowledged by client before REPS will continue with the matter.
- After proof of correction on services has been sent to client it can take time for council to bill correction, this will usually be on the council next billing cycle. If billing cycle is missed by council, it can take up to 3 months for corrections to bill per council internal auditing processes.
- Attending to any finalization and Refund with council does take time and dependant on the Change of Ownership process. REPS will ensure any service deposit is released before a total application are processed with council and departments. This is a timeous matter to attend to.
- The new property owner should not make any payments towards services to a previous owner account as then a credit transfer will need to be done which will take time and is costly to correct. REPS will quote accordingly for this correction.
- Change of ownership processes can take time and REPS will first confirm Deeds Authorization before correction / creation at council and LIS.
- Refuse corrections are timeous and authorizations from Pick-it-up is required before any correction is made at council. This is a timeous matter to attend to.
- Any Council refund will be paid out to the registering Attorney which will be informed once payment has been made.
- The load and link of correct service metering and the replacement of services metering are timeous matters to attend and REPS do all in power to attend to matters soonest however liaising with all departments are not always easy. REPS will rather take longer and attend to matter first time round.
- Should REPS new service connections be processed or required will REPS attend to same per project management and all additional costs including installation costs, service fees, printing costs and internal engineering costs and council fee will be for the client's direct account t. REPS will not pay this on behalf of client.
- SAP errors are common and could be endless reasons why a matter has this error. This will take time to attend to for correction as council's IT team need to get involved in this matter
- Issues before 2012, since council moved over to new SAP system can be attended however the delays are severe and REPS will charge additional for this work.
- REPS professional Valuer will be dealing with any Rates dispute, Market Valuation, GV Roll, Objections. There are severe delays in these departments at council.
- Should REPS attend to obtaining Building plans on client behalf, please note that REPS will obtain what is available at council the building plans at building control will be on micro-film. The client will be levied the costs of printing and any additional council costs.
- For Building Plan submissions and approvals, please ensure all documents are correct.
- Should REPS request information and documentation from client and no response after 30 days will REPS suspend file matter and stop all work and after a further 7 days will close the file completely and should client thereafter get back to REPS, will the client be re-quoted and accepted will be required before REPS continue with any further work.
- Should cheque payment be made will all bank charges and 3% admin fee be levied for further settlement. REPS will only work on matter once all fees have been settled in full and cleared.
- Please ensure your quotation and REPS terms and conditions are understood before accepting REPS to work on matters. REPS will strongly enforce noted purely as many time clients come to REPS with incorrect information which cause more harm than good. REPS have an extremely transparent and legitimate relationship with council and will only deal with correct facts and information and attend to matters per accepted / paid for quotes only.

COMPANY INFORMATION:

Company name: Real Estate and Property Service (Pty) Ltd
Registration number: 1984/007886/07
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