

CODE OF CONDUCT

WELCOME TO PROPDIRECT:

We are a professional services company and, as such, adhere to the highest standards of professionalism and quality control. This is reflected in the services we provide our clients, the way we represent ourselves to the public and those we work with.

OUR VISION

Our **Vision** is the transformation of Real Estate to create a professional, seamless interaction between Consumer, Property Professional and Conveyancer. (The Real Estate Revolution)

The **outcome** should be a simplified and transparent process, from listing a property right through to the sale and transfer thereof.

HOW DO WE ACHIEVE THIS?

We employ and develop individuals who embrace our core values and who are in pursuit of excellence.

We involve our conveyancers from the get-go to provide support and assistance to our agents and interns and to help them grow to their full potential, to become Property Professionals in the true sense of the word.

- We make use of a platform (CRM system) and online tools that are easy to use and flexible.
- We provide ongoing training and development.
- We offer a competitive commission structure.

OUR VALUES – DOING THINGS THE PROPDIRECT WAY

EVERYTHING WE DO AT PROPDIRECT IS INFORMED BY OUR VALUES AND BECOMES A HABIT: **A PROPDIRECT PROFESSIONAL IS:**

PROFESSIONAL	SELF-CONTROLLED
HONEST	COMPOSED
PASSIONATE	PEACEFUL
CONSISTENT	FORGIVING
TRANSPARENT	KNOWLEDGEABLE
KIND	COMPASSIONATE
SINCERE	WELL-INFORMED/PREPARED
NOT EGOCENTRIC OR SELF-SEEKING	MEET AND EXCEED CLIENT EXPECTATIONS
COMMITTED TO ONGOING PERSONAL/PROFESSIONAL DEVELOPMENT AND TRAINING	
PROVIDES CLIENTS AND TEAM WITH REGULAR FEEDBACK AND FOLLOW-UPS	
ALWAYS TREAT OTHERS THE WAY THEY WANT TO BE TREATED – WITH RESPECT	

OUR CORE VALUES CAN BE SUMMARISED AS FOLLOWS: It's not about the commission; it is about being the best you can be and delivering the utmost professional service. The client comes first. Financial success depends on the relationship built with each buyer, seller, landlord and tenant.

CODE OF CONDUCT AND OFFICE PROTOCOL

To ensure a transparent and conducive working environment in line with our Vision and Values, PropDirect has developed a Code of Conduct and Protocols.

1. MANDATES

- **EXCLUSIVE MANDATES:**

Exclusive Mandates must always be in writing to be valid. **The Exclusive Mandate** form on our CRM system, BASE, must be used together with a completed **listing sheet** and **Immovable Property Condition Report**.

Annexure A (Conveyancer's Mandate) forms part of our Exclusive Mandate and must be initialled and signed by the client, the Property Professional and the Conveyancer.

- **OPEN MANDATES:**

Whenever possible, clients should be asked to sign our Open Mandate form which is on BASE and the signed Open Mandate must be signed off by management and will then be uploaded onto BASE.

If a client does not wish to sign our Open Mandate form, the terms of such mandate must be confirmed in an email or WhatsApp and uploaded onto BASE. Properties will only be listed once this has been adhered to.

Where possible, with open mandates, a completed **listing sheet** with property report (Immovable Property Condition Report) should be obtained and signed off by the seller. *(Reason for this: we need to know what we are selling and market accordingly. This pre-empts many post-sale disputes).*

2. SECTIONAL TITLE PROPERTIES

In the event of **Sectional Title**, or a sale **in an Estate**, agents must familiarise themselves with the complex or Estate's latest Management and Conduct Rules - e.g., pet policy, allocation of Exclusive Use Areas etc., and obtain a breakdown of levies and rates (i.e., a rates statement and a levy statement).

3. SIGNING UP CLIENTS

Only **Qualified Agents** to sign-up clients on exclusive mandates or sale agreements, in person, or via email. **Non-qualified Intern Agents** may only sign-up clients under the supervision of attorney/principal/qualified agent.

Ensuring that documentation and information is correct at the Mandate stage is vital to guarantee that the property is correctly listed, marketed and sold to prevent any potential disputes.

4. LISTING A PROPERTY

We partner with our Conveyancers in respect of our Exclusive Mandate offering, who will conduct property searches and do compliance checks to ensure we have the correct details of the registered owner and the property itself and which will reflect on our Exclusive Mandates.

4.1. LISTING PROCESS

Properties may only be listed once the following documents have been uploaded onto BASE:

- Signed mandate or Email/WhatsApp confirming mandate as stated above.
- Listing sheet completed in full and the Agent to check that the writing is clearly legible.
- Immovable Property Condition Report to be attached to the listing sheet.
- Photos of the Property.
- FICA documents

5. WEBSITE MARKETING:

Loading properties onto our website, Property 24 Private Property and other portals will be done:

- 5.1. Once **Admin** has confirmed that all of the above has been complied with and who will verify the accuracy of information.
- 5.2. Once our **Brand Manager** has proofread the description and checked photography.
- 5.3. Once this is completed **Admin** will send links to the Agent to confirm that the listings have been loaded.

6. OFFERS TO PURCHASE – PROCESS FLOW:

- 6.1. OTP's must be signed off by our Principal on behalf of the company, unless she is unavailable to do so, in which case she will authorize someone else to sign off on her behalf for a particular transaction.
- 6.2. Conveyancers shall only be instructed once the OTP and Inspection report has been checked and signed off by Management (Karien) and all FICA in place.
- 6.3. Seller's and buyer's schedules must be filled in with OTPs – this contains vital information for the Conveyancer and is good to have as a copy for the file.
- 6.4. Documents are stored online by **Admin** and only the original OTP is kept as a hard copy.
- 6.5. Admin has a checklist to keep note of transactions that need to be done until registration.
- 6.6. Admin to send emails to the sellers and buyers thanking them for the opportunity to handle their sale and purchase.

7. RENTALS – LEASE AGREEMENTS PROCESS FLOW:

- Rental Mandate (on BASE) to be signed by landlord. If landlord not prepared to sign a mandate, then confirm terms of mandate – e.g. commission percentage - with the landlord in an email or WhatsApp and copy admin in via email.
- Credit checks are done on the PayProp system by the agent. Agents also need to get the tenants 3 months bank statements and payslips to check for affordability.
- Lease is signed up with both landlord and tenant and signed off by our principal.
- All FICA for both tenant and Landlord must be sent through without which no payments shall be released to the landlord or to the agent or agency.
- Admin will invoice tenant and make payments to landlord and agency on the PayProp system.
- For procurement rentals, the first month's rental together with the deposit and admin/lease fee shall be paid to PropDirect (PayProp trust account number and system is used).
- For managed rentals, each month's rental is paid into the PayProp trust account and the PayProp system is used to manage the lease, create invoices, and make payments. The deposit is invested on the PayProp system.
- Agent commission is paid out once all the above is in place, and in accordance with the commission schedule reflecting commission splits signed off by the agent(s) and principal. Our finance department will verify the deductions, e.g., tax before any commission payment is made.

8. COMMISSIONS

- 8.1. Commission splits as per contract signed with PropDirect.
- 8.2. Commission will be paid within a period of three working days of receipt thereof into the PropDirect bank account.
- 8.3. Commission splits between agents internally: Commission splits are to be agreed and confirmed via WhatsApp or email and admin informed, **prior to viewings taking place**. Where commission splits have not been agreed upfront, the referral commission on an Exclusive Mandate shall be 50% and on an open mandate, 20%.

9. REFERRALS TO OTHER AGENCIES

A referral form must be completed and signed and uploaded onto BASE, to ensure introductory commission is paid. Referral commission must at all times be confirmed upfront via email or WhatsApp and reflected on the Referral Form.

10. SALES AND TEAM MEETINGS

It is important to get together regularly as a team and attendance at these meetings are compulsory. Meetings shall take place either virtually, or in person.

11. PORTALS AND SYSTEMS

The following portals, resources and systems are paid for by PropDirect and is available to the **Agent**:

- **Property 24** (basic package)
- **Private Property** (basic package)
- **Gumtree**, ImmoAfrica, Locanto, GotProperty, MyProperty South Africa, Namibia Bundle: House Finder, Qwengo
- **CMA Info** (save for contact number searches on CMA which is used at the Agent's discretion and for their expense)
- **PayProp** in respect of rentals and credit checks. Agents are to conduct their own credit checks and will have basic access to the PayProp system to verify payments and to conduct credit checks.
- **Social Media Accounts**

12. PROTECTION OF INTELLECTUAL PROPERTY ("IP")

Any item that bears the PropDirect logo or branding needs to be signed off by our Brand Manager, to ensure conformity before the same is ordered. This is in line with keeping the brand uniform across the board for example: business cards, boards etc.

All orders for any branded items are to be approved by our Brand Manager and handled by Admin.

13. EXPENSES AND PAYMENT CONTROLS

- 13.1.** All expenses that Agents are liable for, shall be paid by PropDirect and shall be recovered from the Agent as a first charge against commission. Notwithstanding this, PropDirect may use its discretion to call upon an agent to pay to it an amount to cover such expense, prior to such expense being incurred/quotes accepted.
- 13.2.** All quotes must be signed off by management and Agents cannot accept quotes on behalf of PropDirect, unless directly authorized to do so.
- 13.3.** No expenses with any service providers shall be incurred other than through PropDirect and where possible, the preferred service providers of PropDirect shall be used for purposes of quality control and to protect the IP of the company.

- 13.4.** We feed into the following Portals in addition to our website: Property 24 and Private Property. These costs are paid for by PropDirect but any added costs incurred by the Agent, such as featured listings, or advertisements in printed media, shall be paid for by the Agent and the Agent shall be billed accordingly.

14. SERVICE PROVIDERS

To ensure a seamless and efficient process flow it is important that we support the PropDirect preferred Service Providers a list of which will appear on BASE and may be updated from time to time. The most important of these are:

- **Mortgage originators:** Sharon Jacobs from **MORTGAGE MAX**
- **Transfers:** **AMC HUNTER INC** (more conveyancers will be added to the panel as we grow)
- **Bonds:** **AMC HUNTER INC** (subject to a particular bank's policies in respect of the allocation of work)

15. DOCUMENTATION

Only PropDirect approved documentation to be used i.e.: Mandates, OTPs, Leases etc. The documentation is all available on our CRM System, BASE.

16. TRAINING AND DEVELOPMENT

Training shall be provided, both in person and online and attendance at training sessions shall be compulsory.

17. BREACH/NON-COMPLIANCE

In the event of a persistent or wilful breach of our protocols, or in the event of conduct which is a persistent breach and disregard of our norms and values, management may terminate a PP's contract. In addition, and at the discretion of management, up to 10% commission may be deducted in cases of a persistent failure to adhere to any of our norms standards and protocols, at the discretion of management.

18. DISPUTE RESOLUTION

In the event of a dispute between agents, management shall mediate such dispute and the decision of management shall be final and binding on the parties.

In the event of a dispute with management, the parties shall engage constructively to resolve such dispute in accordance with directives issued by management, and in accordance with the provisions of the contract concluded with the property professional. Should the parties fail to reach consensus and there is a breach of trust, either party may terminate the contract with immediate effect.

PropDirect remains an online agency, with support from its preferred conveyancers.

PLEASE NOTE THAT THIS DOCUMENT SHALL BE REVISED FROM TIME TO TIME, HAVING REGARD TO MARKET CONDITIONS AND OTHER CONSIDERATIONS THAT MAY BECOME RELEVANT

I, the undersigned, do hereby acknowledge the Vision and Values of PropDirect, and confirm that I will at all times act in accordance with the PropDirect Code of Conduct and protocols as set out hereinbefore:

SIGNATURE	DATE