



29 King Edward Street, Newton Park 6045  
PO Box 7116, Newton Park 6055  
† 041 365 0074 † 041 365 0380

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### MANDATE TO LET - INDIVIDUAL UNIT/S

1. I, \_\_\_\_\_ the undersigned (hereinafter referred to as the "Landlord")  
Identity No: \_\_\_\_\_ being the registered owner of ERF #: \_\_\_\_\_ situated  
at \_\_\_\_\_ (hereinafter referred to as  
"the Premises") do hereby nominate and appoint GMBI cc (t/a Jack Allers Group) to be  
my sole and lawful Managing Agent to find a person willing and able to lease the  
Premises for a monthly rental of: R \_\_\_\_\_ (\_\_\_\_\_) commencing  
on: \_\_\_\_\_ for a minimum period of \_\_\_\_\_

Any enquiries received by me in connection with such proposed lease of the Premises  
will be referred to the Managing Agents. I have read the standard Agreement of Lease  
prepared by the Managing Agents and agree that the lease to be entered into by me in  
respect of the Premises is to be subject to the same terms and conditions as the aforesaid  
standard Agreement of Lease. The Managing Agent is hereby authorised to sign the  
standard Agreement of Lease on behalf of the Lessor.

2. The Managing Agent is hereby authorised to enter the Premises with prospective tenants  
at all reasonable times in order to view same, and generally to take all reasonable steps to  
carry out this Mandate properly and in a businesslike manner including the placing of  
advertisements which are for my account.
3. COSTS

The Managing Agent shall be entitled to a commission of 10 % (including VAT) per month  
on the total rental collected, this includes any ancillary costs for which the lessee is liable  
to pay in terms of the Lease Agreement (e.g. municipal charges), as well as for the  
procuring of a tenant, negotiating a lease and for administration of the Premises. The  
commission together with all such other costs and amounts for which the Lessor may be  
liable to the Managing Agent will be deducted from the rentals collected by the Managing  
Agent. Any shortfall in the Managing Agents Trust Account arising out of a payment by  
the Managing Agent to the Lessor or on behalf of the Lessor shall be refunded by the  
Lessor on request. Excluding the monthly rental paid over to the Landlord each month  
any additional payments made on behalf of the owner a charge of R10.00 will be payable  
per transaction by the Landlord to cover bank charges incurred. Such transactions include  
but are not limited to; municipal charges, levies, repairs and maintenance, alarm services  
etc.

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4. Upon the Managing Agent procuring a lessee who complies with the aforementioned requirements and in respect of which a binding Agreement of Lease has been completed and signed by the prospective Lessee and by myself or my Agent. I hereby nominate and appoint the Managing Agent to be my sole and lawful agent to manage the Premises with authority to:
- a) Collect rentals and ancillary charges from the lessee
  - b) Collect a deposit from lessee and hold in a Trust Account
  - c) Tenant is to pay rental due in the Managing Agents Trust Account on or before the 1<sup>st</sup> day of each month. If by the 3<sup>rd</sup> working day, the tenant has not paid, the Managing Agent shall issue a final demand to the tenant advising them of their breach of contract and giving them 20 business days to remedy the breach, failing which the lease agreement shall be cancelled and the tenant will have to vacate immediately. Should the tenant fail to make the required payment within 7 days after delivery of the final demand, I hereby authorise JAG to instruct an attorney to obtain an attachment of the tenant's goods in terms of section 32 of the Magistrates' Court Act. I understand that the costs, if not recovered from the tenant, will be for my account. The Managing Agent shall not be entitled to evict the tenant after expiry of the 20 business days without first obtaining my approval, and in the event that I give instructions for eviction, I acknowledge that all costs not recoverable from the tenant will be for my account. JAG will not be liable for any legal costs incurred in the process of collecting the rental and evicting the tenant.

I hereby undertake not to correspond with the tenant/s in respect of any arrear rentals or any pending legal action except through JAG, and I furthermore indemnify JAG against any damages suffered by myself or any other entity as a result of my non-compliance with this clause.

- d) **INSPECTIONS: FULL ENTRY/EXIT INSPECTION & WALKTHROUGH INSPECTION**  
The premises will be fully inspected each time a tenant takes occupation or vacates the premises at a fee of R280 (excl VAT). On a six month lease the premises will be inspected at the end of the 3<sup>rd</sup> month (or as reasonably close thereto), with a general walk through inspection and report to owner. On a twelve month lease the premises will be inspected at the end of the 6<sup>th</sup> month with a general walk through inspection and report to owner. The walk through inspections are currently R180.00 (excl VAT) each, escalating annually. This charge will be billed to the Landlord in the month that the inspection has taken place. The Landlord will receive a copy of the inspection report along with any other comments from the Managing Agent. Any additional inspections required will incur a cost of R180.00 (excl VAT).

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- e) Arrange for any urgent repairs of the premises for my account to a maximum of R500.00 without my prior consent. All other repairs required will be approved by me first.
  - f) Pay from rents collected all expenses incurred in the administration of the Premises.
  - g) Take reasonable steps to recover the costs of repairs or replacements necessary where the Lessee has damaged the Premises, provided that the Managing Agent shall not instruct attorneys without my prior consent with regard to any matter mentioned in this sub-clause or elsewhere in clause 4c, and
  - h) Submit a monthly statement of my rental account.
- 5.
- a) Such mandate to manage the Premises shall endure for a period equivalent to the lease period as recorded in the Memorandum of Agreement to Lease or any subsequent renewal of the Lease or if the tenant vacates the premises either at the end of a term of lease or evicted and I wish to continue using the service of the Managing Agent to find me a new tenant and continue to perform the duties as the Managing Agent as set out herein. Should I cancel this mandate for any reason prior to the expiry date, I shall nevertheless remain liable to the Managing Agent for such commission as the Managing Agent would have earned for the unexpired portion of the lease. This commission will become due and payable forthwith upon cancellation of the mandate.
  - b) Two months prior to the expiry date of the Lease Agreement, the Managing Agent will contact the Landlord to enquire if the lease will be renewed or, if applicable, start marketing the premises to find a new suitable tenant, the rental will also be discussed. All costs involved for renewing the Lease Agreement will be for the tenants account.
  - c) If the mandate is cancelled before the property has been let I agree to pay a cancellation fee of R300.00 which will cover any expenses incurred during the execution of this mandate. This also applies to clause 5b, should the Landlord decide to restart marketing the property and subsequently withdraws the property the R300.00 cancellation fee will be applicable.
6. The full details relating to the Premises are as set out in the annexure "A" which is attached hereto, the contents of which I acknowledge to be true and correct.
7. I hereby undertake to ratify whatever the Managing Agent shall lawfully do or cause to be done pursuant to this Mandate and do further Indemnify the Managing Agent against any loss or claims whatsoever which may arise from the management of the said property, including loss arising from any act or omission of the employees of the Managing Agent.

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8. I accept and undertake responsibility to ensure that once a lease has been signed, that I shall forward a copy of the House Rules/Conduct Rules to the Managing Agent , by hand, fax, email or by prepaid registered post.
  
9. Should I request JAG to pay my monthly levy and or Alarm service provider from the monthly rental received, I undertake to forward JAG's details to the respective Managing Agent and/or the Alarm company so that they can forward the relevant monthly statements to JAG for payment. Should JAG have to request any statements on a monthly basis, the Landlord will be charged to cover any costs in obtaining said statements. The cost will be deducted from the rental received.

Dated and signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
LESSOR

\_\_\_\_\_  
WITNESS

Dated and signed at \_\_\_\_\_ on this \_\_\_\_ day of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
MANAGING AGENT on behalf of JAG

\_\_\_\_\_  
WITNESS

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**ANNEXURE "A"**

PROPERTY: \_\_\_\_\_

OWNERS NAME: \_\_\_\_\_

ID NUMBER: \_\_\_\_\_ (Please attach a copy of ID)

POSTAL ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CONTACT NO (W): \_\_\_\_\_ CELL: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**BANKING DETAILS**

BANK NAME: \_\_\_\_\_ BRANCH CODE: \_\_\_\_\_

BRANCH NAME: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_ ACCOUNT TYPE: \_\_\_\_\_

**DESCRIPTION OF PROPERTY:**

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

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**PLEASE ATTACH A COPY OF A RECENT UTILITY BILL REFLECTING YOUR ADDRESS**

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KEYS/SECURITY KEYS/REMOTES: \_\_\_\_\_

IF THE PROPERTY IS IN A COMPLEX – IS THE GATE PROGRAMMED TO YOUR CELL PHONE?

YES

NO

IF YES, PLEASE PROVIDE DETAILS OF WHO WOULD CHANGE THE PROGRAMMING FOR THE TENANT AND/OR ANY OTHER INFORMATION PERTAINING TO ACCESS OF THE PROPERTY:

\_\_\_\_\_

**JAG TO PAY ON BEHALF OF THE LANDLORD FROM THE RENTAL (PLEASE TICK)**

| Please tick              | Account   | Amount | Who to pay   | N.B. Refer to clause |
|--------------------------|-----------|--------|--|----------------------|
| <input type="checkbox"/> | Levy      | R      | N/A  | 9                    |
| <input type="checkbox"/> | Municipal |        | <input type="checkbox"/> NMMM <input type="checkbox"/> Landlord  | 3.1, attach a copy   |
| <input type="checkbox"/> | Alarm     | R      | <input type="checkbox"/> Alarm <input type="checkbox"/> Landlord | 9                    |

OTHER: \_\_\_\_\_

\_\_\_\_\_

PROPERTY INSPECTIONS - Please refer to clause 4d for our standard inspection policy, should you require anything over and above what is mentioned in clause 4d, please provide us with your request:

\_\_\_\_\_

ANY OTHER INFORMATION NOT PROVIDED FOR ABOVE:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNED BY THE OWNER: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNED BY JAG: \_\_\_\_\_ DATE: \_\_\_\_\_

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