

OPEN (NON EXCLUSIVE) MANDATE WHEREBY THE SELLER IS JOINTLY INVOLVED IN THE SELLING PROCESS



I/We _____, the undersigned,
("the seller")

grant to NWSE Properties t/a NWSE Property Group ("the agent"), the authority and right to sell the following property:

Stand/Unit Number _____
Suburb _____
Situating at _____
("the property")

on the following terms and conditions:

1. The mandate hereby granted shall be an open mandate, that is, an authority to sell the property not limited to one agent, where commission is payable to the agent whose buyer's offer is accepted.;
2. The purchase price shall be R_____ (_____) or such lesser sum as the seller will accept.
3. Occupation of the property shall be given to the purchaser on the _____
4. The commission payable by the seller to the agent shall be a reduced commission of 3.5% (plus value added tax) and shall be paid upon registration of transfer of the property. The commission is reduced due to the Sellers willingness to become involved in the selling process.
5. The property includes all fixtures and fittings of a permanent nature, including electrical light fittings, stove, TV aerials and _____

6. The period of the mandate shall commence on the date of signature hereof and shall terminate at 17h00 on the _____.
7. The property shall be sold voetstoots subject to all conditions of title and servitudes released to in the title deeds and to the extent such as it now lies, the agent confirming that s/he shall exhibit a copy of the title deeds to prospective purchasers.

8. Transfer of the property shall be effected by the seller's conveyancers.
9. Offers Received:
- 9.1 The seller undertakes to accept an offer submitted by the agent from an able and willing purchaser, should such an offer comply substantially herewith.
- 9.2 Should the seller refuse to accept such an offer, the seller shall nevertheless be liable to pay damages equivalent to the agent's commission set out in paragraph 4 above.
10. Obligations of the agent:
- 10.1 The agent acknowledges that s/he acts for and on behalf of the seller.
- 10.2 The agents shall at all times keep confidential any information furnished by the seller, which the seller requires to be withheld from prospective buyers.
- 10.3 The agent shall forthwith submit to the seller all offers received for the property. This shall be done via the agents call centre and via electronic mail and facsimile.
- 10.4 Should the agent breach his/her obligations in respect of the mandate, then in such event the seller shall be entitled to revoke this mandate upon 7 (seven) days written notice delivered to the agent, requesting rectification of the breach, and the agent's failure to rectify such breach.
11. Obligations of the client:
- 11.1 The client shall be responsible for all viewing and showings to prospective buyers introduced by the agent. The client hereby agrees to make all reasonable efforts to show the prospective buyer the said property.
- 11.2 Once the prospective buyer has indicated a willingness to make an offer, the agent shall assist with completing the offer via the agents call centre and via electronic mail and facsimile.
12. Other conditions:

DATE

SELLER

AGENT