

# Code of Conduct

*(Abridged Version)*

I, \_\_\_\_\_

**With FFC Number**

\_\_\_\_\_

**Property Practitioner at**

\_\_\_\_\_

**commit to the  
Code of Conduct of Property Practitioners.**

## **My general duty to you**

### **I Shall:**

1. Not do anything contrary to the integrity of property practitioners in general.
2. Always protect my client's interests to the best of my ability, with due regard to the interests of all other parties concerned.
3. Perform my work and duties with a degree of care and skill as might reasonably be expected of me.
4. Comply with all legislation (e.g. the Property Practitioner's Act) and request of my clients to assist me herein by also complying with all applicable legislation.
5. Not use another entity to front and thereby do anything not permissible for property practitioners.
6. Not disclose any confidential information about my clients, without their consent, unless there is just cause.



## Trust Monies

If trust monies are entrusted to me, **I Shall:**

1. Deal with it as required by law.
2. Invest such monies at the best interest rate available in the circumstances.
3. Pay the full amount of the interest accrued on the investment to the client.

## Mandates

**I Shall not:**

1. Offer any immovable property for sale, to purchase or to let without a mandate from my client.
2. Accept an exclusive or sole mandate unless it is in writing, contains an expiry date and which is signed by my client.
3. Enter a clause in a sole or exclusive mandate that attempts to extend that mandate beyond the agreed expiry date.
4. Introduce a sole or exclusive mandate that also included a power of attorney authorizing me to act on the client's behalf.
5. Slip a sole or exclusive mandate into any other contract negotiated by me.
6. Accept a mandate from a client if I have conflicting interests on the same property with a different client.
7. Make any material misrepresentation about the market value of the property or use any harmful method to obtain a mandate from my seller or lessor.
8. Accept a mandate that requires specialised skill and knowledge that I do not have.
9. Accept an exclusive or sole mandate unless I have explained to the seller in writing what the legal implications are if the property is sold through another agent.
10. Accept an exclusive or sole mandate without providing my seller with a written marketing plan which may be on our businesses' standard pre-printed stationary.
11. Enter into a mandate and attempt to fulfil such a mandate if the seller already accepted an exclusive or sole mandate from another agent.



## **Duty to disclose**

### **I Shall:**

1. Give all material facts concerning a property that is within my personal knowledge or should reasonably in the circumstances be within my personal knowledge, to my purchaser and not mislead anyone. Keep in mind that property practitioners are not specialists in the field of compliance measures.
2. Clearly disclose my full name in all correspondence if I conduct business under a trade name other than my own name.
3. Not purchase property for myself without the full knowledge and consent of the seller who gave me the mandate.

## **Remuneration**

### **I Shall not:**

1. Receive any commission which is subject to a suspensive or resolute condition, until fulfilment of such a condition.
2. Inform my clients that my fee or commission is prescribed by law or any statutory institution.
3. Introduce a prospective purchaser to a property if I have reason to believe that he has already been introduced to the property by another agent, or that my client may have to pay commission to more than one agent.
4. I shall not include any clause in a mandate or in a contract of sale:
  - i. providing for payment of commission, regardless of whether the purchaser is financially able to fulfil his obligations.
  - ii. That requires my seller to pay commission to me directly or where I can deduct commission from money entrusted to me in terms of the contract.
  - iii. Where the seller receives payment before registration of transfer of the property in the purchaser's name, except if good cause exists and both parties consented in writing beforehand.



## False representations

### I Shall not:

1. Publish any advertisement that could create the impression that it was published by the owner, seller or lessor.
2. Make any false statements (verbally or in writing), records or prepare any false books of accounts.
3. Claim to be an expert or to have any specialized knowledge if I do not have such knowledge.
4. Advertise or market a property at a price other than agreed upon with my seller or lessor.
5. Mislead or misrepresent my client regarding any matter on a property I have a mandate on.
6. Use harmful or misleading marketing techniques or methods or undesirable practices and I will always have regard to the general experience of my clients.
7. Use any trade name in respect of my business if such name may give rise to confusion in respect of the nature of the business carried on by me.
8. Inform my seller or purchaser that I received an offer unless the offer is in writing and signed by the offeror and was made in good faith.
9. Affix any for sale/to let board to a property unless I have a mandate as well as consent from my seller and/or approval from the local authority if the board is situated on their property.

### I Shall:

1. Before signature of the contract, explain the meaning and consequences of all the material terms in the contract to the parties. To assist clients herein I will provide information in printed format for clients to read.
2. Inform the purchaser if the offer has been accepted or rejected.
3. Provide both parties with a copy of the contract if the offer is accepted.

Summarised by

**M.C. VAN DER BERG** INC

ATTORNEYS - CONVEYANCERS - NOTARIES

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