



MEMBERSHIP AGREEMENT

Made and entered into by and between:

SAFE WATERKLOOF INITIATIVE NPC (2020/597231/08)

(hereinafter referred to as "**the Association**")

and

Full names of owner/s or tenant/s of the property (**delete which is not applicable**)

(If the owner is a Company/Trust/CC/Entity: the full name of the duly authorised agent)

(hereinafter referred to as "**the owner**" or "**tenant**")

ID number(s)/Company registration number/ Master reference number

Erf number

Address of the property (*domicilium citandi et executandi*)

E-mail address

Contact number/s

(hereinafter jointly referred to as "**the parties**")

WHEREAS the owner or tenant intends to enter into and participate in the voluntary access control measures project ("**the project**") of **the Association** and consent to the management of an agreed portion of **Waterkloof, Brooklyn and/or Waterkloof Ridge** by means of access control measures permitted in terms of the Rationalization of Local Government Affairs Act of 1998 or any other relevant legislation, where necessary;

WHEREAS the owner or tenant consents to become a member of **the Association** required to implement the security scheme proposals and to participate therein as proposed during a general meeting of **the Association** and undertake to pay the deposits and subscriptions as stipulated hereunder to give effect to the plan mentioned herein;

WHEREAS the **owner** or **tenant** agrees as follows:

1. Subject to the conditions set out below, to pay **the Association** the following deposits and the monthly subscription fees as determined for the project from time to time:

Deposit 1:	R2,100.00 *
Deposit 2:	R11,000.00 *
Monthly Contribution:	R650 *

***NOTE:**

Deposit 1 and Deposit 2 is payable upon signature hereof or as otherwise agreed with the Association.

The **monthly contribution** is payable with effect from 1 November 2022 and on or before the first day of each month thereafter until such time as this agreement terminates. The owner and /or tenant agrees the Association has the exclusive right to adjust this amount annually on 30 days written notice.

2. Subject to the above, payment of deposit/s and monthly contributions are to be made to PRO-ADMIN (PTY) LTD, or as per instruction notice to owners or tenants from **the Association**, into the following trust account:

Account Name	:	SAFEWATERKLOOF HOA Deposit
Bank	:	ABSA BANK LIMITED
Branch Code	:	632005
Account no.	:	4105469444

Kindly forward all proof of payments to contact@safewaterkloof.co.za

3. Subject to the above, should I/we fail to pay my/our monthly subscription fees, or part thereof, I/we acknowledge that I/we will be held liable for any and all costs and disbursement that may arise by virtue of the enforcement of this agreement including but not limited to managing agent costs, legal fees on an attorney and client basis, counsel fees, tracing costs and collection commission and further indemnify **the Association** against said costs incurred.
4. To be bound by and uphold any rules and regulations as set out by **the Association** from time to time.
5. To cooperate with **the Association** and other participants of **the project**.
6. Should additional expenditure arise in the establishment of the project and a special contribution needs to be levied to cover this, a meeting of members will be held to discuss the matter and a special members' contribution agreed upon.

7. **NOTICES**

The parties choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature as follows:

"**the Association**" nominates the address to be its managing agent or as per instruction notice to the owners or tenants from the directors of the Association:

PRO-ADMIN (PTY) LTD
257 Jean Avenue
Central Office Park
Building 7
Centurion
0157

"**the owner**" or "**tenant**" nominates the address of the property as stated on page 1 of this agreement.

8. **CANCELLATION / TERMINATION**

By virtue of entering into this agreement, the member hereby agrees to electronic communication from the managing agent and **the Association**. The member agrees to receive his monthly subscription statement as well as invoice and communication as per the POPI Act.

It is agreed that his/her email address will be used for statements and that the responsibility lies with the owner or tenant to ensure that his/her details are kept updated with the managing agent.

Should either party wish to cancel this agreement, one (1) full calendar month's notice of your intention to cancel must be furnished to the other party in writing, at their *domicilium citandi et executandi* address, by hand, e-mail or registered mail.

9. No amendments hereto will be of force or effect unless reduced to writing and signed by the parties.
10. To enable **the Association** to comply with municipal bylaws and establishment requirements, I/we hereby give Power of Attorney to Streetsafe (Pty) Ltd, Number 1998/022753/07 and to **the Association** to act on my/our behalf and to (in conjunction with the committee) implement the approval for access control measures as received by the Local Municipality and generally for effecting the purposes aforesaid, to do and to cause to be done whatsoever shall be required, as fully and effectually, for all intents and purposes as I/we might or could do if personally present and acting herein, hereby ratifying, allowing, confirming, promising and agreeing to ratify, allow and confirm all and whatsoever Streetsafe (Pty) Ltd and **the Association** shall lawfully do, or cause to be done by virtue of these presents.
11. I/We acknowledge that this agreement was entered into voluntarily and bind myself/ourselves hereto.

SIGNED AT
AS WITNESSES:

THIS DAY OF 20__

OWNER/S/TENANT

SIGNED AT
AS WITNESSES:

THIS DAY OF 20__

For: SAFE WATERKLOOF INITIATIVE NPC
(2020/597231/08)
