

**MEMBERSHIP AGREEMENT**

Made and entered into by and between:

**SAFE WATERKLOOF 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 initiative”)** of **the Association** and consent to the management of an agreed portion of **Waterkloof, Brooklyn and 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 deposit 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 member construction fee and the monthly subscription fees as determined for the project from time to time:

Member construction fee: R11,000.00 \*

Monthly Contribution: R750 \*

**\*NOTE:**

The **non-refundable** Member construction feeis payable upon signature hereof **or** as otherwise **agreed** with the Association (**insert which is applicable**):

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

1. Subject to the above:

\*Payment of the **and/or** **monthly amount** is to be made to PRO-ADMIN (PTY) LTD **or** as per instruction notice to owners or tenants from the Association into the following SafeWaterkloof NPC Trust account:

 Account Name : SAFEWATERKLOOF OPERATIONAL

 Bank : ABSA BANK LIMITED

 Account no. : 4105469452

Branch Code : 632005

 Account type : Cheque Account

 Reference : (www.safewaterkloof.co.za for reference number/as per Pro-Admin)

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

1. 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 outstanding fees, 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.
2. To be bound by and uphold any rules and regulations as set out by **the Association** from time to time.
3. To cooperate with **the Association** and other participants of the **initiative**.
4. **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.

1. **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 months’ 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.

1. No amendments hereto will be of force or effect unless reduced to writing and signed by the parties.
2. I/We acknowledge that this agreement was entered into voluntarily and bind myself/ourselves hereto.

**SIGNED AT THIS DAY OF 20\_\_\_**

**AS WITNESSES:**

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

**OWNER/S/TENANT**

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

**SIGNED AT THIS DAY OF 20\_\_\_**

**AS WITNESSES:**

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

**For:** **SAFE WATERKLOOF INITIATIVE NPC**

**(2020/597231/08)**

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