

*space to thrive*

**GROWTHPOINT**  
PROPERTIES



**GROWTHPOINT PROPERTIES LIMITED**  
LEASING MANDATE - OFFICE & INDUSTRIAL  
SECTOR

**TERMS AND CONDITIONS**



# GROWTHPOINT LEASING MANDATE - OFFICE AND INDUSTRIAL SECTORS TERMS AND CONDITIONS

The vacancy schedule is made available by Growthpoint Management Services Proprietary Limited ("Growthpoint"), acting in its capacity as duly appointed property manager for the Growthpoint group of companies. By virtue of your use of the information contained in the vacancy schedule, it is implied that:

- a) you have voluntarily given your consent, and agreed to be legally bound to the terms and conditions below; and
- b) you are the legally competent, and authorised representative of the broker company.

## TERMS AND CONDITIONS

1. You must be the "effective cause" of the transaction in order for commission to become due and payable to you. To prove that you were the "effective cause" of the transaction, it must be established that your efforts were the decisive factor that triggered the transaction, or were overridingly important in the conclusion of the transaction. The evidence of your efforts would be an approved offer and a signed lease, obtained by yourself or through your broker company.
2. Commissions are paid at 100% of the tariff, as indicated in the Tariff Table below:
  - 2.1. Commission shall be calculated as a percentage of the gross rental of the transaction. For the purpose of the foregoing ""gross rental"" shall be the sum of the Basic Rental, Operating Costs and Parking Rental, escalated as per the agreed escalation rate, together with the actual assessment rates payable in terms of the agreement;
  - 2.2. Commission payable on 12 month leases will be equal to one months gross rental.
  - 2.3. Commission payable on any lease that is more than 12 months will be as follows
    - 2.3.1 5% on the first 2 year's gross rental;
    - 2.3.2 2.5% on the next 3 year's gross rental;
    - 2.3.3 1.5% on the next 3 year's gross rental; and
    - 2.3.4 1% on the balance
3. Payment of commissions will always be at the discretion of Growthpoint, and payment will only be processed once:
  - 3.1. both the landlord and the tenant have duly signed the lease; and
  - 3.2. the first months' rental, any Tenant Installation Overrun (if applicable), the agreed deposit and/or bank guarantee and any other monies payable by the tenant prior to occupation, have been received, to the satisfaction of Growthpoint, acting in its sole discretion; and
  - 3.3. a legally valid tax invoice in respect of the commission has been received by Growthpoint.



4. No commissions will be payable:
  - 4.1. in respect of lease renewals; and / or
  - 4.2. In the event that the tenant occupies additional space within the same leased premises or property; and /or
  - 4.3. In respect of unknown escalations; and/or
  - 4.4. under the circumstances where an existing tenant is approached by a broker to relocate to alternative lease premises, which are also within the property portfolio of the Growthpoint group of companies.
5. You agree to substantially adhere to rentals, tenant installation allowances, and / or any other terms as set out in the latest vacancy schedule. Should you advertise any of the lease premises on the vacancy schedule verbally, in writing, or in any electronic format (for example on the internet), the terms stipulated in the vacancy schedule will still be adhered to. No advertising may contain any information which is in conflict with the vacancy schedule.
6. No exclusive or sole mandates are given. Growthpoint reserves the right to amend, withdraw, and /or terminate, its mandate to the broker at any time, acting in its sole discretion, and also reserves its right to:
  - 6.1. withdraw any/all of the lease premises listed in the vacancy schedule, from the mandate; and/or
  - 6.2. adjust the rentals and related charges, from time to time.
7. Any lease incentives or specials advertised by Growthpoint are subject to the terms and conditions specific to that incentive or special and are subject to change at Growthpoint's sole discretion. It is incumbent on the broker to familiarise him/herself with the terms and conditions relevant to the specific incentive or special.