

## Westbrook Estate

### Administrative Processes & Procedures.

This guide is to assist all members regarding account administration; resident requirements, as well as charges as directed by the Board from time to time.

#### Residents:

All residents whether the Owner or Tenant shall provide a security deposit on Ownership of property and in the case of non ownership, at date of occupation.

The security deposit is identified as:

- a) Water deposit – R500.00
- b) Post box deposit – R50.00

These deposits are refundable without interest, on transfer of ownership and on termination of a lease.

It shall be the owner or his registered agent responsibility to inform the Association at least 7 days in advance of the termination of any lease and the date of termination. Failing to do so shall not only delay closing of accounts, but also be in breach of access control protocol.

Water charges not billed to or recovered from Tenants for whatever reason will remain the owner's responsibility.

Any refund shall be processed following receipt of confirmation of transfer from the Transfer Attorney, or by the registered owner (Landlord or registered Agent) in respect to a Tenant vacating the property.

**It is required that specific reference be made in the lease or occupational contract in respect to security deposits, made by the tenant or resident in occupation that**

**such security deposits held by the Association is refundable at the direction and determination of the landlord or managing agent thereto.**

All communication shall be in writing or by e-mail to the Association.

**Prior to taking occupation:**

Tenants are to provide a copy of a lease, sign a water agreement, complete the registration form for access registration, and record any domestic employment.

The same requirements apply to all owners as well as owners undertaking a sale of their property where occupational rights are being given to such purchaser prior to registration of transfer.

A registration fee of – R200.00 is payable in respect of any tenancy arrangement in all respects while the property is owned by any party who is parting with occupational rights, or while awaiting the transfer of ownership.

**Post Box facility.**

Post boxes are provided for the convenience of owners and used by the registered owners thereof.

Tenants may be given rights to use such facility by the owner who has the discretion to make such available to the resident in occupation.

Non residents (excluding absent owners) are not permitted the use thereof.

Mail addressed to persons such as employees, sub let tenants, friends or businesses not that of the registered owners personal or Tenants personal mail, is not permitted.

Mail is to be addressed to the persons registered in occupation and in accordance to the house number in occupation or owned in Westbrook Estate, followed by the private bag number, and suburb as well as postal code.

The security deposit on postboxes will apply to all residents in occupation whether using such facility or not.

**Changes to details or special requests:**

Change of personal details such as postal address, contact numbers and e-mail address of preference is applicable on all residents to keep the Association informed, and owners and residents shall be required to do so in writing or e-mail.

Failing to do so shall be subject to Fine.

Special requests are regarded as:

- a) Additional monthly statement.
- b) Historical Statement.
- c) Separate billing statement for tenant
- d) Separate invoice other than a vat invoice for a vat vendor.
- e) Printed monthly statement should e-mail method not be possible or requested as alternative method to e-mail.
- f) Copy of any document per page.
- g) Faxing requests of any document per page.
- h) Travel should travel be necessary to be undertaken in performing any request.

Administrative charges shall be applicable on the above requests which are also to be made in writing.

Charges are:

- a) R25.00
- b) R50.00 for a period (March to February) of any financial year or part thereof.
- c) R25.00
- d) R25.00
- e) R25.00
- f) R25.00
- g) R25.00

h) Based on charges by contractor at AA rates.

All charges are subject to vat as we are a vat vendor. Vat is not included in any values quoted in this document.

### **Water consumption and charges.**

The Association manages its own water consumption by way of meter reading, in light of a bulk water supply to the Association which in turn is supplied to residents with separate water meters under the administration and control of the Association.

Water meters are the responsibility of the owner to protect and maintain in good working order which shall be regarded as a meter sealed by the manufacturer thereof and duly certified as compliant to the accurate (SABS compliant) measurement of water proceeding through such point.

Any water meter found damaged, or tampered with by way of visible damage or a broken seal, shall at the direction of the Association be repaired, replaced or retested and sealed by the appropriate manufacturer, which shall be arranged by the Association. Any costs to carry out such repair maintenance or testing and seal replacement be for the owner of the property to which such meter is associated.

Owners will be able to order at their own cost a protective appliance for the meter from the supplier as directed, which shall provide the appropriate inspection facility for the assessable reading of the meter and its seal.

Any owner parting occupational rights to a tenant by way of a direct lease or one under the administration of an agent shall instruct the Association of his requirement of separate water reading for the tenant in occupation which shall be directed under separate account. Any failing to give such instruction will result in water charges remaining under the owner's personal account.

**Credit Control – Arrear amounts or payment outstanding.**

The issue of any letter of reminder, by e-mail shall carry a charge of R100.00

Any demands, reminders or requests for payment, issued and posted by ordinary or registered mail, shall be charged any additional expenses for postage and service fees as applicable for the postage thereof.

Late payment of any amounts due and outstanding during the month as due by the 7<sup>th</sup> shall attract interest at 24% PA, which shall be calculated on all invoice amounts outstanding by last day of the month.

Interest on interest shall also apply during succeeding months where outstanding amounts roll over to months thereafter.

Accounts that reach a value of two months in arrears on the last day of a month, based on monthly levy value (inclusive of vat), shall thereafter on the 1<sup>st</sup> day of the month thereafter be subject to fines for arrears which shall replace the 24% interest charges from the month such fines are imposed until such time as the account is settled in full.

Arrangements of any payment plan for arrear amounts not settled shall be first approved of by the Board of Directors who shall instruct the Associations Attorneys to draw the required acknowledgement of debt and payment arrangement between parties thereafter.

Any costs on travel, Attorney consultations, attorney instructions and legal action, shall be for the member in default, who shall be charged such costs at attorney client rates applicable.

Should any accounts be generated by the Association for Tenants be they for security deposits, water charges or fines and administrative charges, such values shall be a debt due by such Tenant who shall be subject to any charges as referred to in this document.

The serving of any accounts shall be manually performed on tenants by hand, which shall be regarded as served on the last day of the month prior to the due date being the 1<sup>st</sup> of the following month.

Furthermore, any failing of a Tenant to make the required payment when due, shall be subject to the rule's of the Association's credit control procedure as well as any charges relating thereto.

It shall also be the right of the Association, to inform the owner of such tenanted property, of any detail on the account of such tenant, and where deemed necessary, such value on a tenants account may be transferred to the owner for settlement without notice, which shall become a debt due and payable by the owner.

### **Fines**

Fines are imposed where House rules and requirements in terms of the Articles are not adhered, or any behavior causes inconvenience or disturbance to others or out of ordinary maintenance or damage to the Associations property or infrastructure is caused by such behavior, intentional or otherwise.

A letter to the effect of a fine and the cause thereto will be directed to both a owner and a tenant, where such a tenant in residence exists, and any fine for any infraction, shall be a debt due and payable by its due date by such Tenant and or owner of the property in accordance to the rules.

Any objections or requests made to the Directors for the review of such fine shall in no way cause the payment thereof to be delayed for payment by the party held liable.

Any fine imposed shall be payable when due and in the event of a request for retraction or reduction or any other amendment to be considered by the Directors, will be adjusted once the Board of Directors have concluded that such amendment, retraction or

reduction may apply to which refund or credit on the levy account shall then stand applicable.