

**Agreement in terms of Section 4(h) of the Sectional Titles Schemes Management Act No.8 of 2011 (“the STSMA”)**

Between

\_\_\_\_\_ SS No. \_\_\_\_\_ (“the **Body Corporate**”), and  
\_\_\_\_\_ (owners name) \_\_\_\_\_ (unit no.) (“**the Owner**”)

1. The Body Corporate agrees to provide the Owner with amenities and services such as (“**the services**”):
  - 1.1 Electricity;
  - 1.2 Water;
  - 1.3 Refuse collection;
  - 1.4 Garden maintenance; and
  - 1.5 Other services that the Body Corporate provides.
2. The Owner agrees to pay the Body Corporate for the services at the municipal rate prescribed in the case of the services set out in 1.1, 1.2 and 1.3 above and in the case of 1.4 and 1.5 at the rate determined by the Body Corporate, and to effect payment monthly to the Body Corporate for the services by the date the monthly levies become due for payment.
3. The Parties further agree that should the Owner fail to make payment for the services to the Body Corporate by the due date, that the Body Corporate will provide the Owner with a notice via email to pay for the services, within 14 (fourteen) days of date of the notice.
4. For purposes of this notice and this agreement, the Owner chooses the following email address as the Owners service address: \_\_\_\_\_
5. If the Owner still fails to pay for the services within 14 (fourteen) days, the Owner agrees that the Owner will be in breach of this agreement. The Owner agrees to the Body Corporate cancelling this agreement. The Body Corporate will notify the Owner via email that this agreement has been cancelled.
6. On cancellation of this agreement, the Owner accepts that since the Owner is not paying for the services and since the Owner cannot expect other owners in the scheme to pay for the services, that the Body Corporate must cancel the services immediately, which the Owner irrevocably instructs the Body Corporate to do.
7. This agreement, the steps contemplated herein and the methods of notice will apply whether the Owner or a tenant occupies the unit and receives the use of and benefit of the services and if applicable whether or not the tenant makes timeous payment to the Owner for the services or not.
8. This agreement constitutes the whole agreement between the parties and supersedes any previous agreement. No variation or consensual cancellation of this

agreement shall be of any force or effect unless reduced to writing and signed by the parties.

9. **The Owner by the Owners signature below confirms having read the agreement in full, that the Owner understands the agreement and that the Owner has had sufficient opportunity to get legal advice in regard to the agreement.**

**SIGNED** at \_\_\_\_\_ on this \_\_\_\_day of \_\_\_\_\_ in the presence of the undersigned witnesses:

\_\_\_\_\_  
**WITNESS 1**

\_\_\_\_\_  
**OWNER**

\_\_\_\_\_  
**WITNESS 2**

**SIGNED** at \_\_\_\_\_ on this \_\_\_\_day of \_\_\_\_\_ in the presence of the undersigned witnesses:

\_\_\_\_\_  
**WITNESS 1**

\_\_\_\_\_  
**TRUSTEE 1**

\_\_\_\_\_  
**WITNESS 2**

\_\_\_\_\_  
**TRUSTEE 2**