



## Incentive Programme Fine & Country 2019

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## 1. DEFINITIONS

- 1.1. In this Incentive Scheme Document, Clause headings and sub-headings are for convenience and shall not be used to interpret otherwise, unless the context clearly indicates a contrary intention.
- 1.2. Any expression which denotes any gender includes the other gender.
- 1.3. The following expressions shall bear the meanings assigned to them below:
  - 1.3.1. **"Intellectual Property"** means any material, name, concept, training material, training instruments, copyright in documents, patentable or non-patentable inventions, operational analysis, technology and know-how or other intellectual property relating to Fine & Country Incentive Programme.
  - 1.3.2. **"Incentive Guidelines"** means the rules and guidelines provided in this document.
  - 1.3.3. **"Agreement"** means this incentive programme document together with all annexes as may be amended from time to time.
  - 1.3.4. **"Annual"** 1st of January to 31st of December.
  - 1.3.5. **"Award Event"** means an event specifically organised to honour the award winners in terms of each period.
  - 1.3.6. **"Business Day"** means any day other than a Saturday, Sunday or official public holiday in the Republic of South Africa.
  - 1.3.7. **"Certificate"** means a certificate designed by The Studio and handed to the winners at the various scheduled events.
  - 1.3.8. **"Communication"** means any communication which has reference to the incentive programme.
  - 1.3.9. **"Company"** means Fine & Country South Africa (Pty) Ltd.
  - 1.3.10. **"Category"** means the sales category or the rental category; also see definition of "rental property" and the qualification thereof.
  - 1.3.11. **"Commission"** in terms of a sales agreement, means the gross commission excluding VAT paid by the seller and in terms of a rental agreement it means the gross placement fee received during the period of the competition PLUS the gross management fee in terms of the rental agreement over the period of the competition. Administration fees will not be added to this amount.
  - 1.3.12. **"Competition"** means the race to being nominated as the highest commission earner in Fine & Country. The winner will be the "entity" who earned the most gross commission on total sales through the annual period or a quarterly period (Please note that splits within the office and between partners does not have relevance as the gross commission per transaction is measured for the competition).
  - 1.3.13. **"Date of release"** means the date on which the competition figures are released from the administrator at Head Office.
  - 1.3.14. **"Date of submission"** means any business day between 1st and the 7th of each month.
  - 1.3.15. **"Documents"** means the agreement of sale including all letters and further documents proving that all suspensive conditions have been fulfilled.
  - 1.3.16. **"Effective Date"** means 01 January 2019.

- 1.3.17. **“Entity”** means that each agent operating under the banner of Fine & Country, whether the agent forms part of a team or not, will collect his/her own accumulative commission in order to qualify in terms of the competition. Where two or more agents form a partnership and operate as one unit on a permanent basis, they will qualify as one entity and will be called: TEAM Scott/Smitt according to the surnames of the individuals forming part of the entity. Where agents operate as a single entity, but still have various shared deals with different agents from time to time, the commission due to each individual will be added to the accumulative gross commission earned by the agent over a period of time.
- 1.3.18. **“First Quarter”** means 1st January - 31st March.
- 1.3.19. **“FFC”** means a valid fidelity fund certificate issued by the EAAB.
- 1.3.20. **“Format of information”** means the specific format in which the Licensee has to arrange the information about the sales and rentals handed to head office.
- 1.3.21. **“Information”** means information related to sales and rentals completed by a specific individual/team.
- 1.3.22. **“Inspection of documents”** means the verification of sales (or rentals) submitted during a certain period.
- 1.3.23. **“Licensee Representative”** means the person appointed by Licensee to liaise with the Fine & Country South Africa (Head Office) on a day to day basis in respect of sharing information in terms of completed sales and rentals.
- 1.3.24. **“Month”** means a calendar month, being one of the 12 (twelve) periods into which a year is divided.
- 1.3.25. **“National Top 30 list”** means the top 30 agents on the list which include all territories in South Africa plus all Sub-Saharan Africa Licensees.
- 1.3.26. **“Participants”** mean all employees acting as a sales or a rental agent for a Fine & Country Licensee, including the Licensee where the Licensee fulfils the role of either a sales or rental agent within the business.
- 1.3.27. **“Parties”** means the Company, any Fine & Country Licensee with a valid Fidelity fund certificate and a member of Fine & Country as per a fully signed license agreement, including all agents.
- 1.3.28. **“Period”** refers to the time over which the competition runs including the starting date and the finishing date.
- 1.3.29. **“Prize”** means an award that will be handed to the winner at the end of each competition.
- 1.3.30. **“Property or Properties”** means any full title or sectional title property registered by way of a Title Deed by the Registrar.
- 1.3.31. **“Region 1”** means the Western Cape (including the Garden Route) and the Eastern Cape.
- 1.3.32. **“Region 2”** means Gauteng including Free State, Mpumalanga and Limpopo.
- 1.3.33. **“Regional Top 20 list”** means the Top 20 agents on a list which include all territories in a specific region.
- 1.3.34. **“Release of information”** means the publication of the Top 20 Regional and Top 30 National lists.
- 1.3.35. **“Rented Property”** means a property which is let within the period of the competition (or month) and where all the terms and conditions of the rental agreement have been fulfilled, including the receipt of the deposit.
- 1.3.36. **“Second Quarter”** means 1st April – 30th June.

- 1.3.37. **“Sold Property”** means a property that is sold in a specific month/period and where all the suspensive conditions, including the granting of a loan to the purchaser, have been fulfilled.
- 1.3.38. **“Third Quarter”** Means 1st July – 30th September 2019.
- 1.3.39. **“Tie”** means where two participants/entities both have the same results.
- 1.4. Unless the context clearly requires a different interpretation, any reference to:
  - 1.4.1. The singular includes the plural and vice versa; and
  - 1.4.2. Natural persons includes juristic persons and vice versa.
- 1.5. Where appropriate, meanings ascribed to defined words and expressions in Clause 1.3 of this Agreement shall impose substantive obligations on the Parties.
- 1.6. Words and phrases defined in the main body of this Agreement shall bear the same meanings in the annexes to this Agreement where such words or phrases are not specifically defined.
- 1.7. Words and expressions defined in any sub-Clause shall, for the purposes of the Clause of which that sub-Clause forms part, bear the meaning assigned to such words and expressions in that sub-Clause.
- 1.8. If any provision in a definition is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in the definition Clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement.
- 1.9. When any number of days is prescribed in this Incentive programme Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
- 1.10. The use of the word “including” followed by a specific example/s shall not be construed as limiting the meaning of the general wording preceding it and the Eiusdem Generis rule (i.e. the rule that a general word or Clause is restricted in meaning to the same class as the specific words which precede it) shall not be applied in the interpretation of such general wording or such specific example/s.

## **2. PREAMBLE**

### **2.1. Whereas:**

Fine & Country South Africa (Pty) Ltd provides a platform where Licensees can motivate their individual sales teams. This incentive programme will be used as a platform for this purpose and will be administered by The Company on behalf of its Licensees.

### **2.2. And Whereas:**

All Licensees, according to their individual license agreements will report sales per office and/or agent (including rentals) on a monthly basis. The information will be submitted as per the “format of information” as described under the definitions above as well as Clause 6 of this document.

### **2.3. And Whereas:**

It is expressly recorded that no agent and or Licensee, acting as an estate agent, will be excluded from submitting information as requested for each period. The Company will assist the Licensees in establishing a true version of completed sales per office and sales/lettings per agent. (Refer to Format of information)

### **2.4. And Whereas:**

The parties agree and understand the importance of the incentive programme as a method of recruiting and retaining sales staff and whereas Licensees undertake to submit “information” as requested and prescribed in this document timeously in order to enhance the professional incentive programme consistently.

### **2.5. And Whereas:**

Each Licensee agrees and warrants that all information submitted will be made available to be verified when requested.

### **2.6. Now Therefore:**

The Rules and Guidelines in terms of the Incentive Programme are as follows:

## **3. PERIOD/S**

- 3.1. The Annual National competition runs over a period of twelve months and start on the effective date.
- 3.2. Additional to the Annual National Top 30 Competition, there will also be three quarterly periods for Regional Competitions (Regional Top 20) and these periods are named as follows:
  - 3.2.1. First Quarter
  - 3.2.2. Second Quarter
  - 3.2.3. Third quarter

## **4. DURATION**

- 4.1. The Annual Awards goes hand in hand with the Top 30 list - the competition starts on the 1st January 2019 (the effective date) and ends at midnight on the 31st December 2019. The sales are accumulative and each month is added in order to finally get a result over a period of twelve months. (See Clause 3.1 above).
- 4.2. The Regional Competitions are Quarterly events and run over a period of three months. (Clause 3.2)
- 4.3. Each Quarterly competition is a separate event and sales do not accumulate same as the National Annual Awards. At the starting date of each Regional Competition, each agent starts on a zero balance for a period of three months. (This option allows for a second tier of agents to be recognised within the regions).

## **5. SUBMISSION OF INFORMATION - DEADLINES**

- 5.1. All transactions completed and qualified in terms of a “sold property” or a “qualified property” in terms of the definitions above, must be submitted on or before the 7th of each month. (same with rental properties)
- 5.2. Any transaction which is regarded as a “late submission” will be disqualified for a regional/quarterly event.

- 5.3. A “late submission” which is disqualified for a certain quarter, may be re-entered into the following quarter, however it cannot be entered into the quarter following: Example: a sale that qualified in quarter one but is for any reason whatsoever submitted late (after the deadline) cannot be entered in the completion in quarter three. It may however be submitted in quarter two only.
- 5.4. Where the Licensee Representative of an office, submits the entire sales of an office late, (late submission of entire office) the entire office will be disqualified for that specific quarter.
- 5.5. Late submissions for the national annual awards at the end of the year will not being tolerated and the closing dates will be final.
- 5.6. The Company may ask for proof of a sale/rental at any time where after the Licensee needs to submit the Agreement of sale including the letters/communication confirming that all suspensive conditions have been fulfilled.

## **6. INFORMATION TO BE SUBMITTED**

### **6.1. In terms of Sales:**

- 6.1.1. Name of the Agent
- 6.1.2. Address of the property
- 6.1.3. Date of the sale of Agreement
- 6.1.4. Date on which all suspensive conditions have been met
- 6.1.5. Date of registration (contemplated if not registered)
- 6.1.6. Purchase price in Rand value
- 6.1.7. Total commission in Rands excluding VAT
- 6.1.8. Term of the Instruction (mandate period)

### **6.2. In terms of Rentals:**

- 6.2.1. Name of the agent
- 6.2.2. Address of the property
- 6.2.3. Date of the sale of lease agreement signed by both parties
- 6.2.4. Date on which the deposit was paid by the tenant
- 6.2.5. Date of occupation by the tenant
- 6.2.6. Period of the lease agreement
- 6.2.7. Gross commission (excluding VAT) in terms of the placement fee (please note that where a second placement fee is earned, it must be earned during the said period of the competition to qualify).
- 6.2.8. In the case of managing fees: the percentage charged monthly by the company for doing the management.
- 6.2.9. In the case of a renewal, the renewal fee will be submitted as a placement fee for the period.

## **7. REGIONAL EVENTS**

- 7.1. Each Region will host an event where awards/certificates will be given to the winners.
- 7.2. Regional Events will be based on the quarterly competitions and sales qualified over a quarterly period.
- 7.3. The dates of the Events can be seen on the year planner and are scheduled: see Clause 10

## **8. ANNUAL EVENT**

- 8.1. The Annual Prize Giving takes place in March each year.
- 8.2. The Regional Top 30 agents will receive certificates.
- 8.3. The winner, runner up and third place will receive all the attention.
- 8.4. Each Licensee, as employer of the employees, will pay for the cost of the Prize.
- 8.5. Head Office will arrange the Prize: Trip to Victoria Falls for 2019.
- 8.6. The company will provide a marketing prize for the winner.

## **9. PRIZES**

- 9.1. Certificates will be handed out at each event, prepared by The Studio.
- 9.2. Licensees of the winners will be allowed to hand prizes to the winners at the event.
- 9.3. Annual awards: see Clause 8 above

## **10. DATES OF REGIONAL EVENTS 2019**

- 10.1. Cape Town: 25 April
- 10.2. Johannesburg: 2 May
- 10.3. Johannesburg: 25 July
- 10.4. Cape Town: 31 July
- 10.5. Johannesburg: 24 October
- 10.6. Cape Town: 31 October

## **11. COST OF EVENTS**

### **11.1. Payment:**

- 11.1.1. The cost per event will be calculated per person attending and will be subject to the cost of the chosen venue.
- 11.1.2. The cost per person attending the event will be paid by each Licensee.

### **11.2. Payment terms:**

- 11.2.1. All payments to be done within 4 days after the invoice has been received.
- 11.2.2. Each Licensee undertakes to sign off the booking sheet for the number of attendances by his/her office.

### **11.3. Cancellation:**

- 11.3.1. Any cancellations within 15 days prior to the event will not be accepted.
- 11.3.2. All cancellations to reach Head Office 15 days prior to the event.

## **12. LICENSEE UNDERTAKING**

- 12.1. Each Licensee undertakes to promote the incentive programme on a weekly basis within the local territory and to his/her agents.
- 12.2. Each Licensee undertakes to explain and give a copy of the rules and guidelines to each sales/rental employee.
- 12.3. Each Licensee undertakes to give a copy of the incentive rules and guidelines to any new employee.
- 12.4. Each Licensee undertakes to ensure distribution of the Top 20 and Top 30 list within his/her office.
- 12.5. Each Licensee undertakes to verify that all information received is correct and should there be any mistakes in the first publication of information, to inform the office of The Company immediately.
- 12.6. Each Licensee undertakes to use the quarterly events to motivate not only the winners, but also allowing for the rest of the team who may have achieved on other levels to attend.

## **13. DISQUALIFICATION**

- 13.1. Any property that has been submitted and where it turns out that the suspensive conditions have not been met will be disqualified immediately.
- 13.2. When a property is submitted after the deadline, the property will not qualify for the said period and will go into the next period (quarter).
- 13.3. All proof of fulfilment of suspensive conditions needs to be in writing for any property to qualify.
- 13.4. Subject to subdivision: property will not qualify unless subdivision has been granted.
- 13.5. Subject to a bond grant: letter of grant from the financial institution must have been received by the office/administrator- we may request for proof of the date of receipt of such letter for verification.

## **14. CONFIDENTIALITY**

- 14.1. The programme is strictly for members of Fine & Country and no other parties will be allowed to attend the events unless specifically invited by Fine & Country South Africa (Pty) Ltd.
- 14.2. Fine & Country South Africa will publish the results on the South Africa Social media pages, first and foremost where after Licensees and agents may share the information.



## **15. FEES PER OFFICE**

- 15.1. There will be an administration fee payable per office.
- 15.2. This fee is subject to the license agreement between the Licensor and the Licensee.
- 15.3. This fee will be confirmed in a separate document with each Licensee.

## **16. INFORMATION MANAGEMENT**

### **16.1. The Company**

- 16.1.1. The Company has assigned a Representative to co-ordinate and provide overall guidance in terms of collecting information and publishing the information to its members.

### **16.2. The Licensee**

- 16.2.1. The Licensee will appoint an administrative representative from the Effective Date, who will be given overall responsibility for the submission of information to the Company timeously.

## **17. REPORTING**

- 17.1. All sales and rental reports to be submitted between the 1st and the 7th of each month.
- 17.2. See Clause 5 for disqualification of a transaction for late submission. (date of submission will be established by the date an email was sent)

## **18. IN CASE OF A TIE**

- 18.1. When two entities deliver exactly the same quantity of sales over the same period, the administrator will call for all deals submitted ensuring that the figures are correct.
- 18.2. Should the exercise in 18.1 have been completed and the figures are still exactly the same, the two entities will both be awarded the First Prize.
- 18.3. In such a case, there will be not second prize and only a third prize.
- 18.4. The similar scenario will apply where the second and third place delivers the same results: Two second places and no third place.

## **19. WARRANTIES, INDEMNITIES AND LIMITATION OF LIABILITY**

- 19.1. The Company shall not be liable for any losses, damages, costs, claims and demands which the Licensee may incur or sustain due to the running of the Incentive Programme.
- 19.2. Licensees shall exercise all reasonable skill, care and diligence in the submission of information.

## **20. DISPUTES AND ARBITRATION**

- 20.1. In the event of any dispute or difference arising in relation to the incentive scheme, a Licensee will submit a complaint in writing to Fine & Country South Africa (Pty) Ltd within 14 days after any Prize giving or event.
- 20.2. Fine & Country South Africa will meet with the Licensee within the next 30 days, either directly or per skype only in order to analyse the complaint, finding where the rules and guidelines were not applied.
- 20.3. The rules and guidelines are set out in a way that simplifies calculations from information received.
- 20.4. Arbitration should not be tolerated as:
- 20.4.1. Each Licensee has the power to submit his own information. Any error here will not be give reason for a further investigation.
  - 20.4.2. Once all information received is correct, it will be an easy task of accounting to find a mistake.
  - 20.4.3. Re-count: Any Licensee may ask for a recount within 24 hours after the top 30 list was published. No re-counts will be done;
    - 20.4.3.1. Unless a reason is given for the re-count.
    - 20.4.3.2. If the request is received later than 24 hours after the top 30 list was published.

## **21. COMMUNICATION**

- 21.1. Communication will be sent to the general email address published by the Licensee for communication.
- 21.2. Head office administration:
- Physical address: 29 Autumn Street, Rivonia
  - Postal address: PO Box 400, Rivonia, 2128
  - Telephone: 0112346545
  - Email: nicolau@fineandcountry.com
- 21.3. Any notice or communication required or permitted to be given in terms of this Incentive Programme shall be valid and effective only if in writing. It shall be compulsory to give such notice by email,
- 21.4. The Licensee may give notice to the Company to change the email address where the incentive programme communication needs to be received.
- 21.5. All communication will be done by email

## **22. CURRENCY**

- 22.1. All prices and other currency amounts used in this Agreement are in South African Rand (“ZAR”) unless expressly stated to the contrary.