

The Members
Het Atelier Body Corporate
5 Roodehek Street, Gardens

27 July 2022

Dear Member

NOTICE OF ANNUAL GENERAL MEETING OF THE MEMBERS OF THE BODY CORPORATE

We have pleasure in advising of the Annual General Meeting of the members as indicated below, and attach the relevant documents for your perusal and reference:

NAME OF SCHEME: HET ATELIER BODY CORPORATE
SS NUMBER/YEAR: SS 54/2003
DATE: THURSDAY, 11TH AUGUST 2022
TIME: 18H00
PLACE: ONLINE VIA MICROSOFT TEAMS – LINK TO FOLLOW

Please find attached herewith -

- Agenda for the Annual General Meeting
- Prescribed Proxy Appointment Form
- Trustee Nomination Form
- Reports of the activities and decisions of trustees since the previous general meeting, including reports of committees, to be presented at the meeting
- Insurance policy and PQ schedule of sum insured
- Audited annual financial statements
- Budgets for the administrative fund and the reserve fund
- Consolidated set of Scheme's rules

In terms of the STSM Act, each individual may represent no more than 2 (two) proxies per meeting. The completed Proxy Form and Trustee Nomination Form(s) are to be completed and signed by both the owner of the section and the person accepting the proxy and delivered to the body corporate service address at least 48 hours before the Annual General Meeting is due to start. For expediency, documents can be emailed to sectitlepm3@steer.co.za

If you have particular queries such as financial matters not covered in these notes, kindly advise our office by no later than 48 hours prior to the time of the AGM, so we can obtain clarification if needed from the auditors.

We urge all members to make every effort to attend the meeting in person, alternatively to provide a proxy to speak/vote on your behalf as items such as financial matters and election of the trustees are handled and have an impact on the management of your investment. There is also an opportunity to meet your fellow owners and the trustees always appreciate interest shown in the management of the complex.

If a quorum, as prescribed in STSM Act, is not present within 30 minutes of the start time of the meeting, the meeting will be adjourned to the following week at the same time (and place). At the adjourned meeting, if the quorum as described is not present within 30 minutes of the time appointed, those members entitled to vote and present in person or by proxy constitute a quorum.

Kind regards


Angela Woolridge
Portfolio Manager | Community Schemes division

AGENDA FOR ANNUAL GENERAL MEETING BY THE MEMBERS OF THE BODY CORPORATE
(as prescribed by section 17(6) of the Prescribed Management Rules)

NAME OF SCHEME:	HET ATELIER BODY CORPORATE
SS NUMBER/YEAR:	SS 54/2003
DATE:	THURSDAY, 11TH AUGUST 2022
TIME:	18H00
PLACE:	ONLINE VIA MICROSOFT TEAMS – LINK TO FOLLOW

AGENDA

1. Welcome
2. Confirmation of proxies, nominees and other persons representing members and issuing of voting cards if necessary
3. To determine whether a quorum is present
4. Election of person to chair the meeting, if necessary
5. Presentation of proof of notice of the meeting or waivers of notice
6. Approval of the agenda
7. Approval of minutes from the previous general meeting
8. Presentation of reports of the activities and decisions of trustees since the previous general meeting, including reports of committees
9. Presentation of replacement valuation of all buildings
10. Approval of schedule of insurance replacement values in terms of Management Rule 23(4), with or without amendment
11. Determine the extent of insurance cover required by the body corporate in terms of –
 - 11.1. Management Rule 23(6) - public liability insurance (minimum of R 10 million);

- 11.2. Management Rule 23(7) - risk of loss of funds due to fraud or dishonesty by a trustee, managing agent, employee or other agent of the body corporate;
- 11.3. Management Rule 23(8) - any additional insurable interest that the body corporate has in the land and buildings of the scheme or relating to the performance of its functions (to be approved by special resolution, once such additional insurable interests have been identified)
12. Approval of the budget for the administrative fund and reserve fund for the financial year ended **28 February 2023**;
13. Consideration of the annual financial statements for the year ended **28 February 2022**
14. Appointment of an auditor to audit the annual financial statements
15. Determination of the number of trustees to be elected to serve during the next financial year
16. Election of the trustees
17. Report on the lodgment of any amendments to the scheme's rules adopted by the body corporate AND/OR table a consolidated set of scheme rules;
18. Deal with any new or further business:
 - 18.1. General business:
 - 18.1.1. Approval of maintenance, repair and replacement plan in terms of Management Rule 22 and receipt of report by the trustees on the implementation of this plan to date or to report on the status thereof;
 - 18.1.2. Arrears and interest on arrear accounts;
 - 18.1.3. Confirmation of *domicilium citandi et executandi*;
 - 18.1.4. Proposed changes to Conduct Rules:-
 - 18.1.4..1. regarding short-term letting;
 - 18.1.4..2. updating of contact information;
19. Give directions or impose restrictions on the trustees (in terms of section 7 (1) of the Act)
20. Dissolve the meeting

END

- ▣ Commercial, Industrial & Retail Brokers
- ▣ Property Investment Consultants
- ▣ Body Corporate Administrators
- ▣ Residential, Commercial & Industrial Property Managers

FORM C
NOTIFICATION, APPOINTMENT OF PROXY AND ACCEPTANCE OF MANDATE

Note: In terms of section 6(5) of the Sectional Titles Schemes Management Act 2011 a member must be represented in person or by proxy at meetings of body corporate and a person may not act as a proxy for more than two members of the body corporate.

Scheme Details:	
Name of Scheme:	HET ATELIER BODY CORPORATE
SS Number/year:	SS 54/2003

To: The Body Corporate

I/We, the undersigned owner(s) and member(s) give notice to the body corporate of the above scheme that I/we appoint a proxy to speak and vote at the general meetings (including adjournments) and on the terms set out below.

Member name(s):	
Unit numbers:	
Proxy name (insert one full name)	

This appointment applies to: (tick **one** of the following and complete as necessary)

<input type="checkbox"/>	The general meeting to be held on:	<input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
		D D M M Y Y Y Y
<input type="checkbox"/>	All general meetings held before:	<input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
		D D M M Y Y Y Y
<input type="checkbox"/>	All general meetings until and including the body corporate's next annual general meeting	

Special conditions or instructions to proxy: (if left blank, the appointment is unconditional)

Signature(s) of members giving mandate:

	<input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y
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Signature of person accepting mandate:

	<input type="text"/> / <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> D D M M Y Y Y Y
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PLEASE NOTE: This PROXY FORM is to be completed and signed as indicated and delivered to the body corporate service address (below) at least 48 hours before the Special General Meeting and/or Annual General Meeting is due to start.

SERVICE ADDRESS OF THE BODY CORPORATE: The offices of Steer & Co / sectitlepm3@steer.co.za

TRUSTEE NOMINATION FORM

NAME OF SCHEME:	HET ATELIER BODY CORPORATE
SS NUMBER/YEAR:	SS 54/2003

I/we,

the owner/s of the following section/s:

being a member of the body corporate of the scheme, hereby nominate -

for the office of trustee for the ensuing financial year.

SIGNED AT _____ ON _____ 20____.

(signature of OWNER/S)

ACCEPTANCE

I,

hereby accept the above nomination for the office of trustee.

SIGNED AT _____ ON _____ 20____.

(signature of NOMINEE)

PLEASE NOTE: This TRUSTEE NOMINATION FORM is to be completed and signed as indicated and delivered to the body corporate service address (below) at least 48 hours before the Special General Meeting and/or Annual General Meeting is due to start.

SERVICE ADDRESS OF THE BODY CORPORATE: The offices of Steer & Co / sectitlepm3@steer.co.za

**MINUTES OF RECONVENED ANNUAL GENERAL MEETING OF HET ATELIER BODY CORPORATE
HELD ONLINE VIA MICROSOFT TEAMS ON TUESDAY, 6TH JULY 2021 AT 18H00**

Present

- Ian Peiser (IP)
- Tom Lubbe (TL)
- Sharon Dore (SD)
- Philippa Chesler (PC)
- Iaan Venter (IV)
- Rebecca Johnson (RJ)
- Angela Woolridge (AW) Steer & Co – managing agent

Apologies

Neil

- 1. Confirmation of proxies, nominees and other persons representing members and issuing of voting cards;**
AW welcomed the members present and confirmed apologies. No proxies were received.
- 2. Determination whether there is a quorum;**
AW confirmed that a reconvened AGM required a minimum of two members and 5 persons were currently present. The quorum noted was 32.35%.
- 3. Election of person to chair the meeting, if necessary;**
The members present confirmed that AW could facilitate the meeting and IP would provide input as needed.
- 4. Presentation of proof of notice of the meeting or waivers of notice;**
Notice was provided to the members as required.
- 5. Approval of the agenda;**
Members present approved the agenda as presented.
- 6. Approval of minutes from the previous annual general meeting;**
The minutes of the previous meeting held on 14 January 2021 were taken as read and to be signed off by the trustees.

7. Presentation of reports of the activities and decisions of trustees since the previous general meeting, including reports of committees;

No formal report was given. Due to COVID-19 the majority of maintenance was put on hold and will resume when it safe to do so, unless it is an emergency.

8. INSURANCE:

8.1. *Presentation of replacement valuation of all buildings and improvements;*

A formal valuation is required to be done of the building every 3 years. This is to ensure that the sum insured, if the building in its entirety was to be rebuilt would be sufficient, as well as to monitor that the insurance cover and premium is not just being adjusted by the average 7%-10% year-on-year. Quotations to be obtained and sent to trustees for comment.

8.2. *Approval of schedule of insurance replacement values in terms of Management Rule 23(4), with or without amendment;*

The policy renews in December, so the policy presented at the previous AGM in January 2021 would be the same. The building is insured through CIB and the broker is Goodsure.

The sum insured is R46,985,000, being approximately R31,500 per square meter and the monthly premium is R4,800 per month.

When the BC moved from the previous managing agent, the broker and insurance were changed. If insurance certificates are requested, this amount may change minimally.

Once the valuation is done, this will give a more accurate replacement value and the sum insured can be adjusted accordingly.

8.3. *Determine the extent of insurance cover required by the body corporate in terms of –*

8.3.1. *Management Rule 23(6) - public liability insurance (minimum of R 10 million);*

Public liability R100,000,000 (one hundred million). The difference in premium between the minimum required amount and the current cover amount is minimal. The higher cover remains in place.

8.3.2. *Management Rule 23(7) - risk of loss of funds due to fraud or dishonesty by a trustee, managing agent, employee or other agent of the body corporate;*

Fidelity Guarantee is currently R500,000 and is sufficient for the time being. Should the budget and levies change, this amount may need to be adjusted accordingly.

8.3.3. *Management Rule 23(8) - any additional insurable interest that the body corporate has in the land and buildings of the scheme or relating to the performance of its functions (to be approved by special resolution, once such additional insurable interests have been identified);*

Not applicable at this time.

9. FINANCIAL:

9.1. Approval of the budget for the Administrative Fund and Reserve Fund for the financial year ending 28 February 2022;

No levy increase is proposed at the moment and will be reviewed periodically through the year by trustees. Reserve Fund line item to be implemented effective from 1 March 2021 per last minutes. The projected income is approximately R400,000 with a projected expense of R360,000.

9.2. Consideration of the Annual Financial Statements for the financial year ended 29 February 2021; AFS was not received in time to align with budget and trustees are to review same.

The current cash balances are as follows:

Trust (admin):	R193,827.39
Savings (surplus)	R nil
Reserve Fund:	R nil

Bank accounts previously utilised accessible by trustee/s.

10. Appointment of an auditor to audit the annual financial statements; Robin Stewart was appointed for the ensuring year.

11. TRUSTEES:

11.1. Determination of the number of trustees to be elected to serve during the next financial year; There are currently 3 (three) trustees. It was determined that 4 (four) trustees would serve until the next AGM.

11.2. Election of the trustees;

- Ian Peiser
- Tom Lubbe
- Rebecca Johnson
- Christiaan Venter

11.3. Give directions or impose restrictions on the trustees (in terms of section 7 (1) of the Act); Minimum of 2 (two) trustees to approve expenditure. Limit of R5,000 imposed on non-budgeted items.

12. Report on the lodgment of any amendments to the scheme's rules adopted by the body corporate AND/OR table a consolidated set of scheme rules;

No changes were made to the current scheme's rules during the financial year.

Details of the managing agent/contact person to be updated.

Noise levels still pose a problem, owners to remind tenants of the rules.

13. Deal with any new or further business:

13.1. General business:

13.1.1. Approval of maintenance, repair and replacement plan (MRRP) in terms of Management Rule 22 and receipt of report by the trustees on the implementation of this plan to date- Trustees to review.

13.1.2. Development next door – 6 Wesley Road;
Trustees to review matter.

13.1.3. Arrears, Legal Collections and Interest;
(i) Approval of procedure for arrears – 60 days handover to legal form for collection;
(ii) Interest rate to be charged on arrear accounts;
Trustees to review.

14. Dissolve the meeting.

With no further matters to discuss, the meeting was dissolved.

SIGNED AS A TRUE REFLECTION OF THE DISCUSSIONS OF MEETING HELD ON 06 JULY 2021.

Chairman



CIB Sectional Title Insurance - Commercial

Underwriting Manager : CIB (Pty) Ltd.
Vat No : 4890146725
Broker : Goodsure (Pty) Ltd
Policy No: SB\SC531832

The Insured : Het Atelier Body Corporate,
Postal Address : PO BOX 1879
CAPE TOWN
CAPE TOWN
8001

Situation of premises : All premises as stated in each section owned or occupied or used by the Insured and situated in the area which on 1 January 1976 constituted the Republic of South Africa, Namibia, Botswana, Lesotho, Swaziland, Zimbabwe, Malawi, Mozambique and Zambia.

Business Category : Prop1
Occupation :

Period of Insurance : (a) From: 2022/01/01 to 2022/01/31 (Both dates inclusive) and monthly thereafter
(b) Any subsequent period from which the Company agrees to renew this policy or any section thereof

Original Inception Date : 2019/12/01
Inception Date : 2021/12/01
Renewal Date : 2022/12/01
Endorsement Date : 2022/01/31
Endorsement Reason : INTEREST NOTED IRO SEC 6 AS PER BOND HOLDER
Revision No. : 16
Frequency : Monthly

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

POLICY SECTION	COVER IN FORCE	MONTHLY PREMIUM	TRANSACTION PREMIUM
Body Corporate	Yes	R 2,323.20	
Geyser replacement and repair	Yes	R 1,812.80	
Money	Yes	R 0.00	
Public Liability	Yes	R 64.58	
Employers Liability	Yes	R 0.00	
Trustees Liability	Yes	R 64.58	
Fidelity	Yes	R 104.17	
Machinery Breakdown	Yes	R 0.00	
Personal Accident	Yes	R 0.00	
Sasria Security Costs (during and after loss) MD coupon Commercial	Yes	R 0.00	
	Sub Total	R 4,369.33	
	Sasria	R 539.59	
	Fee payable by Insured	R 174.77	
	TOTAL	R 5,083.69	

VALUE ADDED TAX

All amounts reflected in this schedule are inclusive of VAT at **15%** for effective cover periods commencing on or after 1 April 2018 and at **14%** for effective cover periods commencing prior to 1 April 2018, unless such amounts are not deemed to be VAT inclusive in terms of the VAT Act (RSA) as amended from time to time. Kindly refer to the disclosure notice for information regarding Value Added Tax

This Schedule forms part of the Insurance Company's policy wording and must be read in conjunction with the applicable wording.

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Policy Level Endorsements Applicable

INFECTIOUS AND / OR CONTAGIOUS DISEASE, EPIDEMIC AND / OR PANDEMIC EXCLUSION

Regardless of anything contained to the contrary, this Policy excludes any claim for loss (howsoever arising), damage (inclusive of consequential damages), compensation, liability, costs, expenses, fines, penalties or any other amount ("Claim") directly or indirectly caused by, in connection with, or in any way involving or arising out of any of the following, inclusive of any fear or threat thereof, whether actual or perceived:

1. Any infectious or contagious disease, virus, bacterium or other micro-organisms (whether asymptomatic or not),
2. The Coronavirus (COVID 19) inclusive of any mutation or variation thereof, or
3. Any epidemic and / or pandemic infectious and / or contagious disease as declared as such by the World Health Organisation or any appropriate local, national, governmental, or international body, agency or authority (collectively referred to as "Authority").

For the purpose of this exclusion, a Claim is inclusive of but not limited to:

- 3.1. the imposition of quarantine or the restriction in movement of people, animals, or goods by any Authority,
- 3.2. any travel advisory or warning being issued by any Authority,
- 3.3. any public utilities or telecommunication services being interrupted or suspended (whether temporarily or permanently),
- 3.4. any action / prohibition / restriction issued by any Authority or promulgated by law, inclusive of but not limited to the prevention or restriction of access to, or use of premises / buildings / facilities or the interference with the Business,
- 3.5. any loss due to interruption to or interference with the Business,

PROPERTY CYBER AND ELECTRONIC DATA EXCLUSION

For the purpose of this Exclusion the below definitions apply:

- (a) "Computer System" means any computer, hardware, software, communications system, electronic device (inclusive of but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller inclusive of any similar system or any configuration or the aforementioned and inclusive of any associated input, output, data storage device, networking equipment or back up facility, owned and operated by You or any other party.
 - (b) "Cyber Loss" means any loss, damage, liability, claim, cost or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any "Cyber Act" or "Cyber Incident" including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any "Cyber Act" or "Cyber Incident".
 - (c) "Cyber Act" means an unauthorised, malicious or criminal act or series of related unauthorised, malicious or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
 - (d) "Cyber Incident" means:
 - a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
 - (e) "Damage" is as defined in the Policy.
 - (f) "Data Processing Media" means any "Insured Property" on which "Electronic Data" can be stored but not the "Electronic Data" itself.
 - (g) "Electronic Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a "Computer System."
 - (h) "Insured Property" is as defined in the Policy.
1. Except as otherwise covered by the Policy Section headed Fidelity Guarantee and Computer Fraud, this General Exclusion applies to all Policy Sections and regardless of any other provision in this Policy or any endorsement to the contrary this Policy excludes any:
 - 1.1. "Cyber Loss", unless subject to the provisions of paragraph 2,
 - 1.2. loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "Electronic Data", including any amount pertaining to the value of such "Electronic Data", unless subject to the provisions of paragraph 3,

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers Damage to Insured Property caused by any ensuing fire or explosion which directly results from a "Cyber Incident", unless that "Cyber Incident" is caused by, contributed to by, resulting from, arising out of or in connection with a "Cyber Act" including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any "Cyber Act".

1. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should "Data Processing Media" owned or operated by You suffer Damage insured by this Policy, then this Policy will cover the cost to repair or replace the "Data Processing Media" itself plus the costs of copying the Data from back-up or from originals of a previous

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

generation. These costs will not include research and engineering nor any costs of recreating, gathering or assembling the Electronic Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank "Data Processing Media". However, this Policy excludes any amount pertaining to the value of such "Electronic Data", to You or any other party, even if such "Electronic Data" cannot be recreated, gathered or assembled.

2. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
3. This Exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on "Cyber Incident", "Electronic Data" or "Data Processing Media", replaces that wording.

PROPERTY CYBER AND ELECTRONIC DATA EXCLUSION

For the purpose of this Exclusion the below definitions apply:

- (a) "Computer System" means any computer, hardware, software, communications system, electronic device (inclusive of but not limited to, smart phone, laptop, tablet, wearable device), server, cloud or microcontroller inclusive of any similar system or any configuration or the aforementioned and inclusive of any associated input, output, data storage device, networking equipment or back up facility, owned and operated by You or any other party.
- (b) "Cyber Loss" means any loss, damage, liability, claim, cost, or expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any "Cyber Act" or "Cyber Incident" including, but not limited to, any action taken in controlling, preventing, suppressing, or remediating any "Cyber Act" or "Cyber Incident".
- (c) "Cyber Act" means an unauthorised, malicious, or criminal act or series of related unauthorised, malicious, or criminal acts, regardless of time and place, or the threat or hoax thereof involving access to, processing of, use of or operation of any Computer System.
- (d) "Cyber Incident" means:
 - a. any error or omission or series of related errors or omissions involving access to, processing of, use of or operation of any Computer System; or
 - b. any partial or total unavailability or failure or series of related partial or total unavailability or failures to access, process, use or operate any Computer System.
- (e) "Damage" is as defined in the Policy
- (f) "Data Processing Media" means any "Insured Property" on which "Electronic Data" can be stored but not the "Electronic Data" itself.
- (g) "Electronic Data" means information, facts, concepts, code or any other information of any kind that is recorded or transmitted in a form to be used, accessed, processed, transmitted or stored by a "Computer System".
- (h) "Insured Property" is as defined in the Policy

1. Except as otherwise covered by the Policy Section headed Fidelity Guarantee and Computer Fraud, this General Exclusion applies to all Policy Sections and regardless of any other provision in this Policy or any endorsement to the contrary this Policy excludes any:
 - 1.1 "Cyber Loss", unless subject to the provisions of paragraph 2;
 - 1.2 loss, damage, liability, claim, cost, expense of whatsoever nature directly or indirectly caused by, contributed to by, resulting from, arising out of or in connection with any loss of use, reduction in functionality, repair, replacement, restoration or reproduction of any "Electronic Data", including any amount pertaining to the value of such "Electronic Data", unless subject to the provisions of paragraph 3;

regardless of any other cause or event contributing concurrently or in any other sequence thereto.

2. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, this Policy covers Damage to Insured Property caused by any ensuing fire or explosion which directly results from a "Cyber Incident", unless that "Cyber Incident" is caused by, contributed to by, resulting from, arising out of or in connection with a "Cyber Act" including, but not limited to, any action taken in controlling, preventing, suppressing or remediating any "Cyber Act".
3. Subject to all the terms, conditions, limitations and exclusions of this Policy or any endorsement thereto, should "Data Processing Media" owned or operated by You suffer Damage insured by this Policy, then this Policy will cover the cost to repair or replace the "Data Processing Media" itself plus the costs of copying the Data from back-up or from originals of a previous generation. These costs will not include research and engineering nor any costs of recreating, gathering, or assembling the Electronic Data. If such media is not repaired, replaced or restored the basis of valuation shall be the cost of the blank "Data Processing Media". However, this Policy excludes any amount pertaining to the value of such "Electronic Data", to You or any other party, even if such "Electronic Data" cannot be recreated, gathered, or assembled.
4. In the event any portion of this Exclusion is found to be invalid or unenforceable, the remainder shall remain in full force and effect.
5. This Exclusion supersedes and, if in conflict with any other wording in the Policy or any endorsement thereto having a bearing on "Cyber Incident", "Electronic Data" or "Data Processing Media", replaces that wording.

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Buildings and Common Property Contents

Situation of Premises	5 Roodehek Street, Gardens, Cape Town, 8001
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	Sum Insured	Premium
DETAILS		
Insured Property	R 15 059 194.70	R 671.74
Type :		
Wall Construction : Standard		
Roof Construction : Tile		
General extensions of cover		
Automatic reinstatement of sum insured : Yes		
Building on another site : Yes		
Floor space ratio : Yes		
Subsidence and Landslip : Yes		
Tsunami : Yes		
Extensions included in the Sum Insured		
Cost of submitting plans and building approvals : Yes		
Demolition cost (up to 15% of the sum insured) : Yes		
Failure of service - 30 days rent : Yes		
Fire extinguishing costs : Yes		
Professional fees (up to 15% of the sum insured) : Yes		
Public authority requirements : Yes		
Extensions payable in addition to the sum insured but with specific limits		
Additions and Alterations : Yes	R 500 000.00	
Damage to gardens and landscaping : Yes	R 25 000.00	
Emergency costs to minimize damage : Yes	R 10 000.00	
Fallen trees : Yes	R 5 000.00	
Hail Damage to Skylights, glass awnings and structures : Yes	R 20 000.00	
Mortgage discharge fees : Yes	R 10 000.00	
Power Surge : Yes	R 250 000.00	
Reinstatement of documents : Yes	R 10 000.00	
Replacement of locks and keys : Yes	R 5 000.00	
Retaining Walls : Yes	R 1 000 000.00	
Reward for information : Yes	R 10 000.00	
Temporary protection costs and security guards : Yes	R 10 000.00	
Water loss : Yes	R 5 000.00	
TOTAL		R 671.74

WARRANTIES & ENDORSEMENTS

- FIRE PREVENTION WARRANTIES
- UNPROTECTED EXTERNALLY MOUNTED AIR-CONDITIONERS (WARRANTY)

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

	Sum Insured	Premium
DETAILS		
Insured Property (Domestic)	R 36 904 068.30	R 1 651.46
Type :		
Wall Construction : Standard		
Roof Construction : Tile		
General extensions of cover		
Automatic reinstatement of sum insured :	Yes	
Building on another site :	Yes	
Floor space ratio :	Yes	
Subsidence and Landslip :	Yes	
Tsunami :	Yes	
Extensions included in the Sum Insured		
Cost of submitting plans and building approvals :	Yes	
Demolition cost (up to 15% of the sum insured) :	Yes	
Failure of service - 30 days rent :	Yes	
Fire extinguishing costs :	Yes	
Professional fees (up to 15% of the sum insured) :	Yes	
Public authority requirements :	Yes	
Extensions payable in addition to the sum insured but with specific limits		
Additions and Alterations :	Yes	R 500 000.00
Damage to gardens and landscaping :	Yes	R 25 000.00
Emergency costs to minimize damage :	Yes	R 10 000.00
Fallen trees :	Yes	R 5 000.00
Hail Damage to Skylights, glass awnings and structures :	Yes	R 20 000.00
Mortgage discharge fees :	Yes	R 10 000.00
Power Surge :	Yes	R 250 000.00
Reinstatement of documents :	Yes	R 10 000.00
Replacement of locks and keys :	Yes	R 5 000.00
Retaining Walls :	Yes	R 1 000 000.00
Reward for information :	Yes	R 10 000.00
Temporary protection costs and security guards :	Yes	R 10 000.00
Water loss :	Yes	R 5 000.00
TOTAL		R 1 651.46
ITEM MEMORANDUM		
NOTING OF INTEREST		
The interest of FirstRand Mortgage Company (RF) Proprietary Limited is noted iro section 6 & P2 iro RG Johnson		
The interest of THE STANDARD BANK OF SOUTH AFRICA LIMITED is noted iro section 9 & P10 iro JOHN JOSEPH JOCHEMUS HAMMAN and ETIENNE GERARD TERBLANCHE section 6 iro YASHAD SINGH		

SECTIONAL TITLE - COMMERCIAL

Client Name: **Het Atelier Body Corporate,**

Policy No: **SB\SC531832**

		Sum Insured	Premium
DETAILS			
Inflation (Domestic)			
Type	:	R 7 380 813.66	
Wall Construction	:		
Roof Construction	:		
TOTAL			

		Sum Insured	Premium
DETAILS			
Inflation			
Type	:	R 3 011 838.50	
Wall Construction	:		
Roof Construction	:		
TOTAL			

		Sum Insured	Premium
DETAILS			
Loss of Rent			
Type	:	R 3 764 798.40	
Wall Construction	:		
Roof Construction	:		
TOTAL			

		Sum Insured	Premium
DETAILS			
Loss of Rent (Domestic)			
Type	:	R 9 226 017.08	
Wall Construction	:		
Roof Construction	:		
TOTAL			

		Sum Insured	Premium
DETAILS			
Theft of common property contents in the open			
Type	:	R 10 000.00	
Wall Construction	:		
Roof Construction	:		
TOTAL			

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

DETAILS

Theft of exterior fixtures and fittings

Type :
Wall Construction :
Roof Construction :

	Sum Insured	Premium
	R 20 000.00	
TOTAL		

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Buildings and Common Property Contents

IMPORTANT INFORMATION - PLEASE READ

Insurance Cover Details

SECTION ENDORSEMENTS

Fire Prevention Warranties

COMMERCIAL OCCUPANCY WARRANTIES

It is a condition precedent to Our liability that, where applicable, You will comply with the following Warranties. These warranties apply whether You are the owner, occupier, or Landlord of the premises and it is Your duty in terms of the policy to ensure compliance with all the conditions and Warranties included in the Policy Wording or added by endorsement to the Schedule.

Your failure to comply or ensure compliance with the below Warranties may prejudice You in the event of a claim.

COMMERCIAL KITCHEN WARRANTY

It is a condition precedent to Our liability that You must:

- install a fire blanket adjacent to each cooking range; and
- clean all extraction equipment hoods at least twice a week; and
- have all ducting cleaned professionally at least twice a year
- keep a maintenance log book of all the above processes stated in (1), (2) and (3) above.

ELECTRICAL COMPLIANCE WARRANTY

It is warranted and agreed that You must be in possession of a current electrical compliance certificate.

Further warranted that you obtain an Electrical Compliance Certificate for any alteration to the electrical installation / reticulation at the insured premises. No tenant is permitted to interfere with or change the electrical installation / reticulation without Your prior written agreement and such change must only be carried out by a fully qualified electrical contractor approved by You.

FIRE EQUIPMENT AND HOUSEKEEPING REQUIREMENTS

The installation and maintenance of all fire extinguishing equipment inclusive of signage and general related housekeeping, must be compliant with all National Building Regulations and / or Local Authority Requirements.

Further noted that:

- fire extinguishing equipment as required by law must be installed and maintained at all premises stated in the Schedule; and
- all fire extinguishing equipment must be installed and contractually serviced annually by a suitable / reputable qualified and registered Fire Equipment Contractor; and
- all fire equipment must be kept free of obstruction at all times; and
- fire hose reels may not be used for any purpose other than fire safety.

FLAMMABLE LIQUID WARRANTY

It is warranted and agreed that no more than the below indicated amount(s) of flammable liquids shall be kept or stored inside an insured building, unless such flammable liquids are stored or kept in a dedicated flammable liquid store approved by the Local Authority or the Department of Labour whichever is applicable.

- 50 litres of flammable liquid with a closed cup flashpoint measured on the Abel-Merenski scale of less than 38 degrees Celsius;
- 200 litres of flammable liquid with a close cup flashpoint measured on the Abel-Merenski scale exceeding 38 degrees but not exceeding 100 degree Celsius.

Further warranted that outside storage of flammable liquids will be permitted provided that such flammable liquids referred to in (1) and (2) above must be stored at least 15 meters away from any insured building.

LPG INSTALLATION(S) WARRANTY

It is warranted and agreed that You or Your tenant(s) may only store 19kg of LPG at any one time on the premises as stipulated by SANS code SANS087.

Amounts in excess of 19kg must be stored outside the premises in a SANS approved cage or chained together and padlocked.

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

SPRAY BOOTH WARRANTY

No spray painting may be undertaken inside any insured building unless it is carried out in an approved Spray Painting Booth as required by the General Safety Regulations of the Occupational Health and Safety Act No. 85 of 1993 as amended from time to time.

SMOKING WARRANTY

It is a requirement that You must:

- enforce a "No Smoking Policy" at the premises which complies with current legislation; and
- only allow smoking in clearly marked, specifically designated smoking areas, which comply with current legislation;
and
- in all designated smoking areas provide metal receptacles with metal lids for the safe disposal of waste smoking materials; and
- ensure that waste smoking materials, when being removed from the designated smoking areas, are kept apart from other combustible waste material and are stored in metal receptacles with metal lids whilst awaiting final removal from the premises.

UNPROTECTED EXTERNALLY MOUNTED AIR-CONDITIONERS (WARRANTY)

We will not be liable for "Damage" (as defined) to externally mounted air-conditioning units arising directly or indirectly or in any way connected with theft, attempted theft or malicious damage unless such externally mounted air-conditioning units are protected by a cage that is securely bolted to the fabric of the building.

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Geyser replacement and repair

Situation of Premises	5 Roodehek Street, Gardens, Cape Town, 8001
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	Sum Insured	Premium
DETAILS		
Geyser replacement and repair		R 1 572.80
GEYSER REPLACEMENT WITH NIL EXCESS		
Extensions payable in addition to the sum insured but with specific limits		
Cost of Certificate of Compliance per unit at R15 per month		
Additional Installation expenses	R 1 500.00	R 240.00
Geyser Limits		
Up to 150L	R 8 600.00	
200L	R 10 700.00	
250L and over	R 16 000.00	
Geyser repairs	R 2 000.00	
Geyser replacement/repair claims reported to the call centre		
Number of geysers	16	
TOTAL		R 1 812.80

Policy Schedule endorsement – Section (2) Geyser replacement and Repair

It is hereby declared and agreed that

- The limit for Geyser Repairs is amended to R2000.
- The cost of an Electrical Certificate of Compliance not exceeding R200 is included in all claims for Geyser replacement and repair.
- As a consequence of (b) above, the cover for an Electrical Compliance Certificate is deleted from the Geyser Extended Cover.

Limits as above - if Call Centre not utilised

Replacement (less excess if applicable)

Limits - if Call Centre utilised - 0861 225 225 (24 hours)

Replacement (less excess if applicable)

Repair (nil excess)

Up to 150L	Unlimited
200L	Unlimited
250L or over	Unlimited

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Money

Situation of Premises	5 Roodehek Street, Gardens, Cape Town, 8001
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		Sum Insured	Premium
DETAILS			
Money		R 100 000.00	
Extensions included in the Sum Insured			
Skeleton Keys	: Yes		
Extensions payable in addition to the sum insured but with specific limits			
Locks and Keys	: Yes	R 5 000.00	
Personal Accident and Assault	: Yes	R 10 000.00	
Recepticles and clothing	: Yes	R 10 000.00	
TOTAL			

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Public Liability

Situation of Premises

5 Roodehek Street, Gardens, Cape Town, 8001

DETAILS

Public Liability

Basis of Cover : Claims Made

Retroactive Date : 2019/12/01

Extensions included in the Sum Insured

Cross liabilities : Yes

Sum Insured

R 100 000 000.00

Premium

R 64.58

TOTAL

R 64.58

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Employers Liability

		Sum Insured	Premium
DETAILS			
Employers Liability		R 10 000 000.00	
Basis of Cover	: Claims Made		
Retroactive Date	: 2019/12/01		
Extensions payable in addition to the sum insured but with specific limits			
Breach of statute defence cost	: Yes	R 100 000.00	
Employment practices	: Yes	R 100 000.00	
TOTAL			

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Trustees Liability

Situation of Premises

5 Roodehek Street, Gardens, Cape Town, 8001

DETAILS

Trustees Liability

Basis of Cover : Claims Made
Retroactive Date : 2019/12/01

Sum Insured

Premium

R 10 000 000.00

R 64.58

TOTAL

R 64.58

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Fidelity Guarantee

		Sum Insured	Premium
DETAILS			
Fidelity Guarantee		R 500 000	R 104.17
Retroactive Date	: 2019/12/01		
Extensions included in the Sum Insured			
Accountants Clause	: Yes		
Additional Reporting Period (12 months)	: Yes		
Automatic Re-instatement of the Insured Amount	: Yes		
Computer Fraud	: Yes		
Contractual Penalties	: Yes		
Extortion	: Yes		
Fraudulent Transfer Instructions	: Yes		
Prior Knowledge	: Yes		
Unidentifiable Insurable Person Clause	: Yes		
VAT Exclusive	: Yes		
Extensions payable in addition to the sum insured but with specific limits			
Cost of Recovery	: Yes	R 10 000.00	
Re-instatement of Office Records	: Yes	R 10 000.00	
TOTAL			R 104.17

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Machinery Breakdown

Situation of Premises

5 Roodehek Street, Gardens, Cape Town, 8001

DETAILS

Machinery Breakdown

Sum Insured

Premium

R 100 000.00

TOTAL

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Personal Accident Section

Personal Accident

DETAILS

Personal Accident

Sum Insured

Premium

R 20 000,00

TOTAL

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Special Risk

IMPORTANT INFORMATION - PLEASE READ

Insurance Cover Details

SECTION ENDORSEMENTS

Security cost - protection of property during and after a loss

Sasria will compensate You for the reasonable security costs incurred during a loss or damage to property as well as prevention for further losses, as a result of a Sasria covered peril, provided the employment of guards to protect the insured property stated in the Schedule is from an agreed registered security company who is a member of SAIDSA (South African Intruder Detection Systems Association) or who has been approved by SAIA Approved (Pty) Limited

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

EXCESSES

Where an excess is expressed as a percentage of claim it is capped at R10 000 except for subsidence and landslip & Fidelity

BUILDINGS AND COMMON PROPERTY CONTENTS

Damage following geyser replacement or repair - R1 250

Pipes including resultant damage - R2 750

Fire - R1 250

Impact - 20% of claim, minimum R2 750

Power surge - 20% of claim, minimum R2 750

Lightning - R2 750

Subsidence and landslip - 3% of sum insured maximum R250 000

Earthquake - R2 750

Storm, wind and rain - R1 250

Hail and snow - 20% of claim, minimum R2 750

Accidental flood - R2 750

Shade netting, awnings and carports - 20% of claim, minimum R2 750

Wood, laminate or bamboo flooring - 20% of claim, minimum R2 750

Theft, attempted theft and malicious damage- 20% of claim, minimum R2 750

Unoccupancy water damage - 20% of claim, minimum R2 750

All other claims - R1 250

GEYSER SECTION

Geyser replacement - Nil

Geyser repair - Nil

OTHER POLICY SECTIONS

Fidelity Guarantee - with Management Agent - R2 500

Fidelity Guarantee - self managed - 20% / R25,000

All other claims - R2 500

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Premium Calculation

Description	Sum Insured	Rate	Premium	Sasria Premium
Money				
Money 1: 5 Roodehek Street	R 100 000.00	0.0000	R 0.00	R 5.00
Fidelity				
Fidelity Guarantee 1: 5 Roodehek Street	R 500 000.00	0.2500	R 104.17	R 0.00
Public Liability				
Public Liability 1: 5 Roodehek Street	R 100 000 000.00	0.0008	R 64.58	R 0.00
Trustees Liability 1: 5 Roodehek Street	R 10 000 000.00	0.0077	R 64.58	R 0.00
Employers Liability				
Employers Liability 1: 5 Roodehek Street	R 10 000 000.00	0.0000	R 0.00	R 0.00
Personal Accident				
Personal Accident Het Atelier Body Corporate	R 20 000.00	0.0000	R 0.00	R 0.00
Building				
Insured Property 5 Roodehek Street	R 15 059 194.70	0.0535	R 671.74	R 262.03
Loss of Rent (Domestic) 5 Roodehek Street	R 9 226 017.08	0.0000	R 0.00	R 33.49
Theft of common property contents in the open 5 Roodehek Street	R 10 000.00	0.0000	R 0.00	R 0.00
Theft of exterior fixtures and fittings 5 Roodehek Street	R 20 000.00	0.0000	R 0.00	R 0.00
Inflation (Domestic) 5 Roodehek Street	R 7 380 813.66	0.0000	R 0.00	R 13.40
Loss of Rent 5 Roodehek Street	R 3 764 798.40	0.0000	R 0.00	R 65.51
Insured Property (Domestic) 5 Roodehek Street	R 36 904 068.30	0.0537	R 1 651.46	R 133.96
Inflation 5 Roodehek Street	R 3 011 838.50	0.0000	R 0.00	R 26.20
Machinery Breakdown				
Machinery Breakdown 1: 5 Roodehek Street	R 100 000.00	0.0000	R 0.00	R 0.00
Special Risks				
Sasria Security Costs (during and after loss) MD coupon Commercial Sasria	R 0.00	0.0000	R 0.00	R 0.00
Security Costs (during and after loss) MD coupon Comm				
Geyser replacement and repair Geyser replacement and repair - - GEYSER REPLACEMENT WITH N	R 0.00	0.0000	R 1 812.80	R 0.00

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Disclosure Notice to Short Term Insurance Policyholders

As a short-term insurance policyholder, or prospective policyholder, you have the right to the following information:

DISCLOSING OF INFORMATION

Accurate Information:

Although every effort is made to ensure the accuracy of all the covers pertaining to Your specific needs, We remind You of Your duty to verify that the insurance Schedule accurately reflects:

1. Your current contact as well as address information;
2. the correct nature of Your business activities; as well as
3. items insured

Please contact Your broker immediately should there be any amendments You wish to make to:

1. the cover; or
2. changes to the nature of Your business activities; or
3. situation (however, not limited to these examples) as this could affect the terms and conditions of the cover provided to You.

Your broker will in turn advise Us of any amendments and / or corrections that need to be made.

The supply of accurate information would include facts about Your financial situation i.e. Debt Review and Insolvency inclusive of information regarding any of Your criminal offences inclusive of Your members, directors and partners (however not limited to these examples).

You must advise Your broker immediately of any change in the risk. Should there have been any material change in the risk, then We may amend the cover and premium from the date of the change. If You omit to inform Your broker of any material change in the risk; then We will be entitled to void the policy or reject any claim that occurred after the change in the risk.

Note that any proposal and declaration made by or on behalf of You will form part of the basis of this policy.

Material Facts:

A material fact is any information or fact, irrespective whether specifically asked for or not, which could influence Our acceptance of the risk (s), the likelihood of a loss or the amount or premium to be charged for the risk (s), subject to Our receipt and acceptance of Your premium on or before the premium due date.

A material change is one that could affect Your risk profile - for example, moving to a new address, a change in Your financial situation, the acquisition of additional sub-subsidiaries or the fact that Your premises will be left vacant or unoccupied (however not limited to these examples).

You must notify Your broker of any such changes, which may affect premiums, and / or other terms and conditions of the insurance cover.

COMPLAINTS PROCEDURE:

Our complaints resolution policy is based on provisions as set out in the General Code of Conduct for Authorised Financial Service Providers and Representatives which forms part of the Financial Advisory and Intermediary Services Act 37 of 2002, the Rules on Proceedings of the Office of the Ombud for Financial Service Providers, of 2003, Treating Customers Fairly as well as the SAIA Code of Conduct.

Any complaint (s) should be submitted to the Underwriting Manager or Your insurance broker in writing. The service provider(s) have established a complaint(s) procedure for the handling of complaint(s). Any complaint(s) directed to the Underwriting Manager must be referred to the Underwriting Manager Complaints Department at complaints@cib.co.za .

The CIB Complaints Resolution Policy is available on request and may be obtained from Us by emailing Your request to: complaints@cib.co.za .

CIB aims to consistently deliver a professional service, and therefore We invite any feedback or suggestions as to how We can improve Our complaints resolution process. Please send your suggestions to complaints@cib.co.za.

THE COLLECTION AGENT

Company Name:	Fulcrum Collections (Pty) Ltd
Company Registration No:	1997/015535/07
FSP License Number:	17795
Physical Address:	1st Floor, Lacey Oaks House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, 2191
Postal Address:	PO Box 849, Riverclub, Gauteng, South Africa, 2149
Telephone: 010 001 2860	Fax: 011 388 9565
E-mail:	escape@thefulcrumgroup.co.za

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Collection Agencies Statutory Service:

Compliance Department: Moonstone Compliance (Pty) Ltd
Company Registration: 2002/020736/07
Compliance Officer: Francois Meintjies
Practise Number: 188
Physical Address: Suite 105, 1st Floor, Valerida Centre, Piet Retief Street, Stellenbosch, South Africa
Postal Address: PO Box 12662, Die Boord, 7613, Stellenbosch
Telephone: 021 883 8000 **Fax:** 021 883 8005
E-mail: fmeintjies@moonstonecompliance.co.za

Collection Agency Complaints Department:

Physical Address: 1st Floor, Lacey Oaks House, Ballyoaks Office Park, 35 Ballyclare Drive, Bryanston, 2191
Postal Address: Fulcrum Complaints Department, PO Box 849, Riverclub, Gauteng, South Africa, 2149
Telephone: 010 001 2860 **Fax:** 011 388 9565
E-mail: escape@thefulcrumgroup.co.za

Complaints Procedure:

Kindly submit any complaint relating to the collection of premiums in writing at the same address and contact details as above.

Premiums and Monetary Obligations:

You agree to pay the premium(s) inclusive of any pro rata amounts due. The amount of premium(s) due, the frequency and date on which payment is due as reflected in the Schedule.

If the premium is not paid within 15 (Fifteen) days of the due date, cover will be cancelled from midnight on the day before the due date.

Where premium is payable monthly by bank debit order or by transmission account this 15 (Fifteen) day extension, only applies from the second month after your policy is issued.

Monthly debit payments:

Monthly premiums payable by You must be via debit order. We present Your debit order to Your paying agent on the date reflected in the Schedule.

1. The premium is payable in advance and must be paid on the due date which is the first working day of every month or as otherwise agreed.
2. The policy automatically renews for a further month following payment of premium by You on the due date.
3. Non-payment of the premium in the month of inception (in the first month), for whatever reason, will result in the policy being voided from the date of inception.
4. If We do not receive the premium by the due date, as shown in the Schedule, You will be entitled to a grace period of 15 (fifteen) working days after the due date (except in the first month) in which to pay the premium.
5. If the premium is unpaid, it will remain payable and at the next request for payment two debit orders will be submitted, in respect of the unpaid debit order as well as the normal one for the new month;
 - 5.1 We will not pay the claim if the claim occurs after 15 days of the due date and the outstanding premium has not been paid within that 15 day period" or;
 - 5.2 should any claim arise during the period where the premium has been unpaid and outside of the time period referred to in 4 above, we will not be required to pay / entertain any claim.

Example Your policy premium was not met for the month of April A double debit will therefore be presented in respect of the unmet premium for April as well as for May.

Should a claim arise on the 16th April (for instance), the claim will not be processed until the full premium has been paid.

If the premium returns for the double debit, We will not be required to entertain the loss nor be required to accept any premium tendered to Us for the purpose of entertaining such claim.

6. The policy will be automatically cancelled when premiums for two consecutive periods of insurance are not paid and We will make no further request for premiums from You.
7. Any bank charges incurred for the above mentioned transactions will be for Your own account.

Yearly payments:

If the policy is an annual contract the cover is valid for a year and does not automatically renew. The Schedule will reflect the payment frequency.

1. The policy may be renewed for a further year provided You pay the premium due on or before the annual renewal date. This renewal date will be the due date for payment of the premium.

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

2. If We do not receive the premium on the due date, or within 15 (fifteen) days thereafter, for whatever reason, the policy will automatically lapse and there will be no cover from the date of renewal.
3. If We did not receive the premium in the month of inception (in the first month), for whatever reason, the policy will void from the first inception date.
4. If there is a total loss during the period of insurance, the premium remains due to Us and is therefore not refundable.

The Collection Agency draws against the bank account, as noted in the Schedule, the payment of the monthly debit due.

Kindly be advised that any ad-hoc premium in excess of R100.00 (One Hundred Rand) will be collected by way of an ad-hoc collection within 7 (Seven) days from the date of Inception and/or the Amendment of the policy.

THE INSURANCE BROKER

Company Name:	Goodsure (Pty) Ltd
Company Registration Number:	2015/446405/07
FSP License Number:	14571
Physical Address:	Sutie 9, 10 Pepper Street, Cape Town, 8001
Postal Address:	PO Box 15999, Vlaeberg, 8018
Contact Person:	Francesca Phillips
Telephone: 021 488 6000	Fax: 021 488 6000
E-mail:	francesca@goodsure.co.za
Products Approved:	Short-Term Insurance: Personal & Commercial Lines

Your Insurance Broker is licensed in terms of the Financial Advisory and Intermediary Services Act, 2002.

The Insurance Broker discloses full details of the Rand amounts of commission applicable on each of its quotes, renewal and Schedule documents. Any fees due by You to the Insurance Broker will be pointed out to You when You are provided with a quote or renewal terms, and will also be shown on Your Schedule.

Insurance Broker holds the following indemnity Cover:

· Professional Indemnity Insurance : Yes

How to Institute a Claim:

1. You must notify Your claim to Your Insurance Broker as soon as possible after becoming aware of it within the period as prescribed by the policy;
2. You may submit Your claim to any of the addresses outlined under the information of The Insurance Broker. Claim forms will be sent to You, and these should be completed in full and returned for the attention of the claims officer to any of the addresses outlined under the information of The Insurance Broker.
3. Please ensure that You have all the relevant information as this will assist in the speedy settlement of Your claim in accordance with Our terms and conditions;

General:

1. The Insurance Broker is a private company duly incorporated according to the company laws of the Republic of South Africa and has no financial interest in the Insurer listed below.
2. The Insurance Broker is in possession of Professional Indemnity Insurance.
3. The Insurance Broker is authorised to carry on business in respect of financial advisory services as a registered Financial Service Provider in

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

THE UNDERWRITING MANAGER

Company Name: CIB (Pty) Ltd
Company Registration Number: 2001/022554/07
Vat Registration Number: 4890146725
FSP License Number: 8425
Physical Address: 15E Riley Road, Riley Road Office Park, Bedfordview, 2008
Postal Address: Private Bag X1600, Bedfordview, 2008
Tel: 011 455 5101 **Fax:** 011 455 5202
E-mail: admin@cib.co.za
Website: www.cib.co.za

Underwriting Managers Interest in the Insurer:

- Holds more than 10% shares in the Insurer : No
- Receives more than 30% of total Commission/Revenue from Insurer : Yes
- Associated company of Insurer : No

The Underwriting Managers holds the following Indemnity Cover:

- Professional Indemnity Insurance : Yes
- Fidelity Guarantee Insurance : Yes

Mandated to act on behalf of the Insurer:

This certifies that the Insurer has granted a mandate to the Underwriting Manager to represent the Insurer and to accept business and issue policies on behalf of the Insurer. The Underwriting Manager is authorised to provide financial products and intermediary services in respect of short term insurance business.

Underwriting Managers Statutory Service:

Compliance Department: CIB (Pty) Ltd
Compliance Officer: Juan Erasmus
Physical Address: CIB (Pty) Ltd, Riley Road Office Park, 15E Riley Road, Bedfordview 2007
Postal Address: Private Bag X1600, Bedfordview, 2008
Tel: 011 455 5101 **Fax:** 011 455 5202
E-mail: Juan@cib.co.za

Underwriting Managers Complaints Service:

Complaints Department: CIB (Pty) Ltd
Physical Address: Riley Road Office Park, 15E Riley Road, Bedfordview 2007
Postal Address: CIB Complaints Department / Private Bag X1600, Bedfordview, 2008
Telephone: 011 455 5101 **Fax:** (011) 455 5202
E-mail: complaints@cib.co.za

Complaints Procedure:

Any complaint(s) should be submitted to the Underwriting Manager or Your insurance broker in writing. The service provider(s) have established a complaint(s) procedure for the handling of complaint(s). Any unresolved complaint(s) must be referred to the Underwriting Manager Complaints Department at the same address and contact details as above.

The CIB Complaints Resolution Policy is available on Request. Alternatively, You may obtain a copy from Us by emailing your request to: info@cib.co.za

General:

- All claims are dealt with in terms of the procedure outlined under the information of The Insurance Broker. Should You be dissatisfied with the manner in which Your claim is being dealt with by The Insurance Broker, please contact the complaints officer listed above;
- Fees and commission payable are contained in the Schedule;
- The policies written constitute Short-term policies of insurance.
- The extent of the premium obligation which You assume as the policyholder is reflected in the Schedule which is issued to You once Your application for insurance has been accepted.

Conflict of Interest Management Policy

CIB maintains a management policy which regulates conflicts of interest when rendering financial services. Please visit Our webpage for details - www.cib.co.za.

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

Good Governance Practise

CIB is an advocate of good governing practices and is committed to high ethical business standards that are governed by legislation and general codes of conduct i.e. the Financial Advisory and Intermediary Services Act 37 of 2002 (as amended); Short Term Insurance Act (as amended), King III, Treating Customers Fairly as well as the SAIA Code of Conduct (as amended) (however not limited to these examples).

THE INSURANCE COMPANY

Company Name: Guardrisk Insurance Company Limited
Registration Number: 1992/001639/06
FSP License Number: 75
Physical Address: The MARC, Tower 2, 129 Rivonia Rd, Sandton, 2196
Postal Address: PO Box 786015, Sandton, 2146
Tel: (011) 669 1000
E-mail: info@guardrisk.co.za

Insurance Companies Statutory Services:

Compliance Department: Guardrisk Insurance Company Limited
Compliance Officer: Ms. N. Swarts
Postal Address: PO Box 786015, Sandton, 2146
E-mail: compliance@guardrisk.co.za

Insurance Companies Complaints Service:

Complaints Department: Guardrisk Insurance Company Limited
Postal Address: PO Box 786015, Sandton, 2146
E-mail: complaints@guardrisk.co.za

General:

All claims are dealt with in terms of the procedure outlined under the information of The Insurance Broker. Should You be dissatisfied with the manner in which Your claim is being dealt with by The Insurance Broker, please contact the Complaints Officer listed above.

REGULATORY BODIES

Should You not be totally satisfied with the Service provided to You by the Insurance Broker, Underwriting Manager and / or the Insurance Company You may contact the following bodies for assistance:

a) SHORT TERM INSURANCE OMBUD

Postal Address: P O Box 32334, Braamfontein, 2017
Tel: (011) 726 8900 **Fax:** (011) 726 5501
Website: www.osti.co.za

The Ombudsman's task is to act as a "mediator" or informal arbitrator and they do not represent either of the parties to the dispute. Important points to remember:

1. You must complain to Your insurance company first and only if You are unable to resolve the dispute with Your insurer, then You can refer the matter to the Ombudsman's Office
2. The Ombudsman's decisions are binding on the insurance company but not on You. The Ombudsman's Office is an independent office
3. The Ombudsman's decisions can be based on law and equity
4. The Ombudsman's Office does not give legal advice
5. The service is free to insured consumers
6. The Short Term Insurance Ombud offers consumers a "no risk" mechanism to resolve disputes with insurers. The Office can assist consumers with certain personal lines short-term insurance as well as with limited commercial insurance matters.

Refer to the website as noted above for more details.

b) FAIS Ombud

Postal Address: P O Box 74571, Lynwood Ridge, 0040
Telephone: (012) 470 9080 **Fax:** (012) 348 3447
Website: www.faisombud.co.za

The FAIS Ombud deals with complaints submitted to the Office by a specific client against a financial services provider. "Complaint" means a specific complaint relating to a financial service rendered by a Financial Services Provider or a Representative of such provider to the complainant. The complaint will be considered if it is alleged that the Financial Services Provider or Representative:

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

- suffer financial prejudice or damage;
2. Has wilfully or negligently rendered a financial service to the complainant and has caused prejudice or damage to the complainant or which is likely to result in such prejudice or damage; or
 3. Has treated the complainant unfairly;
 4. The act of omission complained about must have occurred on or after 30 September 2004.
 5. Before submitting a complaint to the Office, the complainant must endeavour to resolve the complaint with the responding party. The responding party has six weeks in which to resolve the complaint with the complainant. After receipt of the final response of the responding party, the complainant has six months within which to submit a complaint to the FAIS Ombud.

Refer to the website as noted above for more details.

c) REGISTRAR OF SHORT TERM INSURANCE

Postal Address: P O Box 35655, Menlo Park, 0102
Tel: (012) 428 8000 **Fax:** (012) 422 2979
Website: www.fsca.co.za

The Registrars duties are wide ranging and must ensure that Insurers comply with the following, however not limited to:

- submission of statements and accounts;
- statement of liabilities;
- statement of assets;
- solvency margin regulations;
- separation of assets;
- commission rates for intermediaries.

Refer to the website as noted above for more details.

THE EXTENT OF PREMIUM OBLIGATIONS YOU ASSUME AS POLICYHOLDER

Total Risk Premium	: R 4 369.33
SASRIA Premium	: R 539.59
Fee payable by Insured	: R 174.77
Total Amount Due	: R 5 083.69

Important Information:

1) Broker Commission

- 1.1 Included in the 'Total Risk Premium' noted above is a broker commission of **873.87**
- 1.2 The Broker receives commission at the legislated rate of 20% on non-motor classes of business.

2) Sasria (SOC) Limited Broker Commission

- 2.1 Included in the 'SASRIA Premium' noted above is a Sasria broker fee of **R 80.94**
- 2.2 The broker receives a fee, in respect of Sasria, and will be calculated at a rate of 15% on all non-motor classes
- 2.3 The Insurer (Sasria Agent) will receive a fee, in respect of Sasria, and will be calculated at a rate of 12.5%

3) Fee payable by Insured

- 3.1 means any fee payable by the Insured to the Intermediary for services other than services as an intermediary.

SASRIA SOC LIMITED INSURANCE

Should You have requested cover, provided by sasria SOC Limited, then their details are as follows:

Company Name: Sasria SOC Limited
Tel: 011 214 0800 **Fax:** 011 447 8630
Physical Address: 36 Fricker Road, Illovo, 2196

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

OTHER IMPORTANT POINTS TO REMEMBER

1. You must be informed of any material changes to the information provided above;
2. Do not sign any blank or partially completed application forms;
3. Complete all forms in ink;
4. Keep all documents handed to You safe;
5. Make note of verbal communications relating to Your policy, renewal and \ or Schedule;
6. Do not be pressurised into buying the product;
7. Incorrect or non-disclosure of relevant facts given by You may influence an insurer on any claims arising from Your contract of Insurance;
8. If the information above was given to You verbally, it must be confirmed to You in writing within 30 days;
9. Your broker must inform You whether they hold Guarantees or Professional Indemnity or Fidelity Insurance Cover or not;
10. If any complaint to the broker or insurer is not resolved to your satisfaction, you may submit a complaint to the Short term Insurance Ombudsman;
11. A polygraph or any lie detector test is not obligatory in the event of a claim and failure thereof may not be the sole reason for repudiating the claim;
12. We must give reasons for repudiating Your claim;
13. We may not cancel Your insurance merely by informing Your Broker. There is an obligation to ensure the notice has been sent to You;
14. You are entitled to a copy of the policy free of charge;
15. If premium is paid by debit order it may only be in favour of one person and may not be transferred without Your approval;
16. We must inform You of Our intention to cancel Your insurance policy by giving 30 (thirty) days' notice in writing. For additional information kindly refer to the General Conditions of Your policy wording.
17. Loss or damage as a result of Your building not complying with the National Building Regulations or any other similar Laws and / or Regulations that apply to building standards or maintenance will not be covered.

AVOIDANCE OF POLICY OR COVER / CHANGE IN RISK

In the event of fraud, misdescription, misrepresentation or non-disclosure of material facts, We reserve the right to void Our quotation or cancel the policy or any section thereof with immediate effect or declare it null and void from inception date.

You must advise Us immediately of any change in the risk. Should there have been any material change in the risk, then We may amend the cover and premium from the date of the change. If You do not inform Us of any material change in the risk, We will be entitled to void the policy or reject any claim that occurred after the change in the risk.

Should the changes be acceptable to the Mortgagee / Financier / Us, it will be effective from the date agreed upon, subject to Our conditions being complied with and receipt of the premium on the due date. We will confirm these changes by sending You an updated Schedule.

Should We receive no communication from You, whether written or verbal, within 14 days after we have sent You the updated Schedule, We will accept that You are in full agreement with the accuracy of the specific change and that the instruction, as carried out, meets with Your approval.

FRAUDULENT, WILFUL, DELIBERATE OR RECKLESS ACTS

All rights of indemnity under the policy will be forfeited if:

1. a claim is fraudulent or if You or anyone acting on Your behalf uses any fraudulent means to obtain any benefit under this policy; or
2. a claim occurs due to a deliberate, or wilful, or intentional act committed by You or with Your involvement or anyone acting on Your behalf; or
3. information or documents in support of a claim, whether created by You or on Your behalf, is not true, is not complete or is fraudulent; or
4. the quantum of a claim is deliberately exaggerated by You or anyone acting on Your behalf.

PROTECTION OF PERSONAL INFORMATION ("POPI")

It is recorded that information relating to the parties to this agreement or to persons whose interests are protected by this agreement may be processed for the conclusion or performance of this contract, or to protect those interests, or to comply with legal obligations, or for pursuing our legitimate interests or those of any third party to whom the information is supplied.

SHARING OF INFORMATION

The South African Insurance Association created a shared database for storing insurance information. This shared information assist in limiting insurance fraud, and to underwrite every risk fairly and to also assessing every risk.

In terms of South African law, Your Insurer / Underwriter may reveal or share information in order to prevent fraud and to underwrite Your policy fairly.

Your information may also be stored in the shared database, and may also be verified against legally recognised databases. You consent that such information can be disclosed.

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832

VALUE-ADDED TAX ("VAT")

Value-Added Tax is commonly known as VAT. VAT is an indirect tax on the consumption of goods and services in the economy. Revenue is raised for government by requiring certain businesses to register and to charge VAT on the taxable supplies of goods and services. These businesses become vendors that act as the agents for government in collecting VAT.

Please note:

- VAT will be dealt with in accordance with the Value-Added Tax Act No.89 of 1991 " the VAT act" with particular reference to VAT treatment of specific suppliers in the Short-Term Insurance Industry;
- For policy valuation purposes all amounts stated in the policy are expressed inclusive of VAT, unless such amounts are not deemed to be VAT inclusive on terms of the VAT Act (RSA) as amended from time to time.
- In terms of a ruling issued by the Commissioner (SARS), this document together with proof of payment constitutes an alternative to a tax invoice, debit note or credit note as contemplated in section 20(7) and 21(5) of the VAT Act respectively and supersedes any policy document or renewal notice issued by Insurers for this purpose. Therefore, kindly ensure that, for the purpose of deducting VAT ("input tax") from SARS in relation to Your premium payment that You are in possession of the policy document, together with proof that the premium(s) have been paid e.g. bank statements.

SECTIONAL TITLE - COMMERCIAL

Client Name: Het Atelier Body Corporate,

Policy No: SB\SC531832



Sasria SOC Limited
P.O. Box 653367, BENMORE, 2010
36 Fricker Road, Illovo, Sandton, 2196
Tel: +2711 214 0800 or 086 172 7742 (Switchboard)
Fax: +27 11 447 8630
Reg. No. 1979/000287/06
VAT Reg. 4140119340
FSP Licence No.: 39117

The Sasria Policy Wordings can be found on the below link

<https://www.sasria.co.za/offerings-and-products/insurer-broker/#policy-wordings>

Sasria is striving for excellence, should we fail to deliver on our service promises, please contact Thokozile Ntshiqqa on thokon@sasria.co.za for any complaints or alternatively, you can send an email to: complaints@sasria.co.za



SCHEDULE OF INSURED VALUES

BODY CORPORATE OF HET ATELIER

w.e.f. : 31/01/2022

SECTION NO.	UNIT/FLAT NO.	FLOOR AREA	PARTICIP. QUOTA	SUMS INSURED			TOTAL	BANK
				BASIC	BANK REQUIREMENTS	ADDITIONAL		
1	3	93	6.2291	3 222 415			3 222 415	INVESTEC
2	18	66	4.4206	2 286 875			2 286 875	
3	8	63	4.2197	2 182 926			2 182 926	
4	7	65	4.3537	2 252 225			2 252 225	
6	5	61	4.0857	2 113 627			2 113 627	
7	4	70	4.6885	2 425 473			2 425 473	
8	2	60	4.0188	2 078 977			2 078 977	
9	1	54	3.6169	1 871 079	279 421		2 150 500	STANDARD
11	10	89	5.9612	3 083 816			3 083 816	
14	13	101	6.7649	3 499 612			3 499 612	
15	14	78	5.2244	2 702 670			2 702 670	STANDARD
17	17	141	9.4441	4 885 596			4 885 596	
18	15	116	7.7696	4 019 356			4 019 356	
5	6	65	4.3537	2 245 063			2 245 063	STANDARD
10	9	88	5.8942	3 039 470			3 039 470	
12	11	90	6.0281	3 108 549			3 108 549	
13	12	83	5.5593	2 866 773			2 866 773	
16	16	110	7.3677	3 799 338			3 799 338	
		1 493	100	51 683 842	279 421	0	51 963 263	
TOTALS				51 683 842	279 421	0	51 963 263	

HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Annual Financial Statements

for the year ended 28 February 2022

Draft

HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Annual Financial Statements for the year ended 28 February 2022

INDEX

The reports and statements set out below comprise the annual financial statements presented by the Trustees to the section owners:

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The supplementary information presented does not form part of the annual financial statements and is unaudited:	
Detailed Income Statement	13

HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Annual Financial Statements for the year ended 28 February 2022

GENERAL INFORMATION

COUNTRY OF INCORPORATION AND DOMICILE	South Africa
NATURE OF BUSINESS AND PRINCIPAL ACTIVITIES	Management of the building and common areas in terms of the Sectional Titles Act.
TRUSTEES	Mr Ian Peiser Mr Tom Lubbe Ms Rebecca Johnson
REGISTERED OFFICE	5 Roodehek Road Gardens Cape Town
BANKERS	Standard Bank and Managing Agent Pooled Account
REGISTERED AUDITORS	Robin Stewart and Associates Unit 6 Peterville 6 Milton Road Sea Point 8005
MANAGING AGENTS	Steer and Co Bank Chambers 144 Longmarket Street Cnr Long Street Cape Town 8001
SECTIONAL SCHEME NUMBER	SS 54/2003

Draft

Independent Auditor's Report

To the Owners of Het Atelier Body Corporate

Opinion

We have audited the financial statements of Het Atelier Body Corporate set out on pages 6 to 12, which comprise the statement of financial position as at 28 February 2022, and the statement of comprehensive income, the statement of changes in equity and the statement of cash flows for the year then ended, and notes to the financial statements, including a summary of significant accounting policies.

In our opinion, the financial statements of Het Atelier Body Corporate for the year ended 28 February 2022 are prepared, in all material respects, in accordance with the basis of accounting as described in note 2 to the financial statements and the requirements of the Sectional Titles Schemes Management Act of South Africa.

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing (ISAs). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are independent of the body corporate in accordance with the Independent Regulatory Board for Auditors' Code of Professional Conduct for Registered Auditors (IRBA Code) and other independence requirements applicable to performing audits of financial statements in South Africa. We have fulfilled our other ethical responsibilities in accordance with the IRBA Code and in accordance with other ethical requirements applicable to performing audits in South Africa. The IRBA Code is consistent with the corresponding sections of the International Ethics Standards Board for Accountants' International Code of Ethics for Professional Accountants (including International Independence Standards). We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

Emphasis of Matter – Basis of Accounting

We draw attention to note 2 to the financial statements, which describes the basis of accounting. The financial statements are prepared in accordance with the body corporate's own accounting policies to satisfy the financial information needs of the body corporate's owners. As a result, the financial statements may not be suitable for another purpose. Our opinion is not modified in respect of this matter.

Emphasis of Matter – Other

Without qualifying our opinion we draw attention to the fact that the managing agents use a pooled bank account to hold body corporate funds. We have had to rely on the certification of the managing agents to confirm the existence and amount and of these funds totalling R277,258.36 at financial year end. This decreases the reliability of our audit evidence as it is not direct confirmation by the bank.

We further draw attention to the fact that the body corporate has not opened and funded a specially designated maintenance reserve bank as required by the Sectional Titles Schemes Management Act and is accordingly in contravention of the Act.

Responsibilities of the Trustees for the Financial Statements

The trustees are responsible for the preparation of the financial statements in accordance with the basis of accounting as described in note 2 to the financial statements and the requirements of the Sectional Titles Schemes Management Act of South Africa, and for such internal control as the trustees determine is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, the trustees are responsible for assessing the body corporate's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the trustees either intend to liquidate the body corporate or to cease operations, or have no realistic alternative but to do so.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with ISAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with ISAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the body corporate's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the trustees.
- Conclude on the appropriateness of the trustees' use of the going concern basis of accounting and based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the body corporate's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the body corporate to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

Robin Stewart and Associates

14 June 2022

Per:

R Stewart

Registered Auditor

Unit 6 Peterville

6 Milton Road

Sea Point

8005

Het Atelier Body Corporate

(Sectional Scheme Number SS 54/2003)

Annual Financial Statements for the year ended 28 February 2022

Trustees' Responsibilities and Approval

The trustees are required to maintain adequate accounting records and are responsible for the content and integrity of the annual financial statements and related financial information included in this report. It is their responsibility to ensure that the annual financial statements satisfy the financial reporting standards as to form and content in the presentation of the statement of financial position, results of operations of the body corporate, and explain the transactions and financial position of the business of the body corporate at the end of the financial year. The annual financial statements are based upon appropriate accounting policies consistently applied throughout the body corporate and supported by reasonable and prudent judgements and estimates.

The trustees acknowledge that they are ultimately responsible for the system of internal financial control established by the body corporate and place considerable importance on maintaining a strong control environment. To enable the trustees to meet these responsibilities, the board sets standards for internal control aimed at reducing the risk of error or loss in a cost effective manner. The standards include the proper delegation of responsibilities within a clearly defined framework, effective accounting procedures and adequate segregation of duties to ensure an acceptable level of risk. These controls are monitored throughout the body corporate and all employees are required to maintain the highest ethical standards in ensuring the body corporates business is conducted in a manner that in all reasonable circumstances is above reproach.

The focus of risk management in the body corporate is on identifying, assessing, managing and monitoring all known forms of risk across the body corporate. While operating risk cannot be fully eliminated, the body corporate endeavours to minimise it by ensuring that appropriate infrastructure, controls, systems and ethical behaviour are applied and managed within predetermined procedures and constraints.

The trustees are of the opinion, based on the information and explanations given by management, that the system of internal control provides reasonable assurance that the financial records may be relied on for the preparation of the annual financial statements. However, any system of internal financial control can provide only reasonable, and not absolute, assurance against material misstatement or loss. The going-concern basis has been adopted in preparing the financial statements. Based on forecasts and available cash resources the trustees have no reason to believe that the body corporate will not be a going concern in the foreseeable future. The financial statements support the viability of the body corporate.

The financial statements have been audited by the independent auditing firm, Robin Stewart and Associates, who have been given unrestricted access to all financial records and related data. The trustees believe that all representations made to the independent auditor during the audit were valid and appropriate. The external auditors' unqualified audit report is presented on page 2 to 3.

The annual financial statements as set out on pages 6 to 12 were approved by the board on 14 June 2022 and were signed on its behalf by:

Trustee

Trustee

HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Annual Financial Statements for the year ended 28 February 2022

Trustees' Report

The Trustees present their report for the year ended 28 February 2022.

1. Review of activities

Main business and operations

The principal activity of the body corporate is management of the building and common areas in terms of the Sectional Titles Act. and there were no major changes herein during the year.

The operating results and statement of financial position of the body corporate are fully set out in the attached financial statements and do not in our opinion require any further comment.

2. Going concern

The annual financial statements have been prepared on the basis of accounting policies applicable to a going concern. This basis presumes that funds will be available to finance future operations and that the realisation of assets and settlement of liabilities, contingent obligations and commitments will occur in the ordinary course of business.

3. Events after reporting date

The trustees are not aware of any matter or circumstance arising since the end of the financial year to the date of this report that could have a material effect on the financial position of the body corporate.

4. Trustees' interest in contracts

To our knowledge none of the trustees had any interest in contracts entered into during the year under review.

5. Trustees

The trustees of the body corporate during the year and to the date of this report are as follows:

Mr Ian Peiser
Mr Tom Lubbe
Ms Rebecca Johnson

6. Managing Agents

The body corporate's designated managing agent is Steer and Co.

7. Independent Auditors

Robin Stewart and Associates were the independent auditors for the year under review and their re-appointment depends on a resolution taken to that effect by section owners at the forthcoming annual general meeting.

HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Financial Statements for the year ended 28 February 2022

Statement of Financial Position

Figures in R	Note(s)	2022	2021
Assets			
Current Assets			
Levies in arrears	3	88,914	60,911
Cash and cash equivalents	5	279,080	135,187
		367,994	196,098
Total Assets		367,994	196,098
Reserves and Liabilities			
Reserves and Funds			
Contingency fund		280,798	138,144
Current Liabilities			
Trade and other payables	6	28,425	19,736
Insurance control account		-	4,249
Levies in advance	4	58,771	33,969
		87,196	57,954
Total Funds and Liabilities		367,994	196,098

Draft

HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Financial Statements for the year ended 28 February 2022

Statement of Comprehensive Income

Figures in R	Note(s)	2022	2021
Levy income		480,937	403,804
Other income		9,975	7,967
Operating costs		(348,151)	(360,044)
Operating deficit		142,761	51,727
Finance income		-	1,412
Finance costs		(107)	(46)
Surplus before taxation		142,654	53,093
Taxation expense	7	-	-
Surplus for the year		142,654	53,093

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HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Financial Statements for the year ended 28 February 2022

Statement of Changes in Funds and Reserves

Figures in R	Contingency fund	Total
Balance at 1 March 2020	85,051	85,051
Surplus for the year	53,093	53,093
Balance at 28 February 2021	138,144	138,144
Balance at 1 March 2021	138,144	138,144
Surplus for the year	142,654	142,654
Balance at 28 February 2022	280,798	280,798

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HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Financial Statements for the year ended 28 February 2022

Statement of Cash Flows

Figures in R	Note(s)	2022	2021
Cash flows from operating activities			
Surplus for the year		142,654	53,093
<i>Adjustments for:</i>			
Finance costs		107	46
Investment income		-	(1,412)
Other		-	(20)
Operating cash flow before working capital changes		<u>142,761</u>	<u>51,707</u>
<i>Working capital changes</i>			
Increase in levies		(3,201)	(3,963)
Increase in trade and other receivables		-	-
Increase/(decrease) in trade and other payables		4,440	(12,645)
Cash generated by operating activities		<u>144,000</u>	<u>35,099</u>
Investment income		-	1,412
Finance costs		(107)	(46)
Net cash from operating activities		<u>143,893</u>	<u>36,465</u>
Increase in cash and cash equivalents		143,893	36,465
Cash and cash equivalents at beginning of the year		135,187	98,722
Cash and cash equivalents at end of the year		<u>279,080</u>	<u>135,187</u>

Draft⁵

HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Financial Statements for the year ended 28 February 2022

Accounting Policies

1. General information

Het Atelier Body Corporate is a body corporate sectional scheme in South Africa. The principal activities are management of the building and common areas in terms of the sectional titles act..

Summary of significant accounting policies

These annual financial statements have been prepared in accordance with the accounting policies as set out below. These policies have been consistently applied to all the years presented, unless otherwise stated.

These financial statements have been prepared under the historical cost convention and are presented in South African Rands.

2.1 Revenue recognition

The ordinary levies receivable are accounted for on a straight-line basis over the financial year and decided amongst the trustees on a participation quota basis. The annual ordinary levies are agreed and approved by the trustees at the body corporate's annual general meeting. Interest is recognised, in surplus or deficit, using the effective interest rate method. Interest on arrear levy contributions is recognised in terms of prescribed management rule 21(3)(c).

2.2 Income taxes

Provisions for taxation are made at the corporation rate on net investment income earned by the body corporate, less allowable expenses applicable to bodies corporate. The body corporate is taxed in terms of Section 10(1)(e) of the Income Tax Act and SARS' Practice Note 8.

2.3 Trade and other receivables

Trade receivables are recognised initially at the transaction price. They are subsequently measured at amortised cost using the effective interest rate method, less provision for impairment. A provision for impairment of trade receivables is established when there is objective evidence that the body corporate will not be able to collect all amounts due according to the original terms of the receivables.

2.4 Cash and cash equivalents

Cash and cash equivalents includes cash on hand, demand deposits and other short-term highly liquid investments with original maturities of three months or less. Bank overdrafts are shown in current liabilities on the statement of financial position.

2.5 Trade payables

Trade payables are recognised initially at the transaction price and subsequently measured at amortised cost using the effective interest method.

HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Financial Statements for the year ended 28 February 2022

Notes to the Annual Financial Statements

Figures in R 2022 2021

3. Levies in arrears

120 +	90 Days	60 Days	30 Days	Current	Total	
66,312	2,348	2,385	7,188	10,681	88,914	60,911

4. Levies in advance

120 +	90 Days	60 Days	30 Days	Current	Total	
-	-	-	-	58,771	58,771	33,969

5. Cash and cash equivalents

Favourable cash balances

Standard Bank - current account	821	636
Standard Bank - call account	1,001	18,330
Standard Bank - trust account	277,258	116,221
	<u>279,080</u>	<u>135,187</u>

6. Trade and other payables

Accrued liabilities	25,772	19,736
Unallocated receipts	2,653	-
	<u>28,425</u>	<u>19,736</u>

Ageing

City of Cape Town	current	2,971
Uif	current	101
Audit fees - 2022	current	8,000
Audit fees - 2021	120+days	7,650
Audit fees - 2020	120+days	7,050
		<u>25,772</u>

7. Income taxation expense

No provision has been made for 2022 taxation as the body corporate has no taxable income.

8. Insurance

Premiums for year	<u>54,308</u>	<u>45,748</u>
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Building sections residential and commercial are insured for a combined total of R51,963,263. Premiums are payable monthly and the policy is renewable in December annually. The underwriter is Guardrisk Insurance Company Limited , policy number SB\SC531832.

HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Financial Statements for the year ended 28 February 2022

Notes to the Annual Financial Statements

Figures in R

2022

2021

9. Repairs and maintenance

Access control	-	18,663
Cleaning	4,701	4,675
Doors, locks, keys	2,370	8,214
Electric fence	-	3,899
Electrical	178	-
Fire equipment	1,409	1,110
Garden	11,390	-
General	7,019	3,533
Pest control	6,180	2,743
Plumbing	18,450	4,709
CCTV	9,551	-
Roofing	11,650	-
Tree maintenance	195	-
Waterproofing	-	39,572
	<u>73,093</u>	<u>87,118</u>

Draft

HET ATELIER BODY CORPORATE

(Sectional Scheme Number SS 54/2003)

Financial Statements for the year ended 28 February 2022

Detailed Income Statement

Figures in R	2022	2021
Levy Income		
Ordinary levies	299,588	298,172
Levy - Capital expenditure	75,000	-
Levy - Deck	30,445	29,984
Levy - Parking	75,904	75,648
	<u>480,937</u>	<u>403,804</u>
Other Income		
CSOS levy	3,333	3,231
Discount received	-	25
Interest from members	6,642	4,711
Investment income	-	1,412
	<u>9,975</u>	<u>9,379</u>
	<u>490,912</u>	<u>413,183</u>
Municipal charges		
Electricity	21,939	24,359
Water	14,875	16,346
Sewerage and Domestic Effluent	9,933	11,332
Refuse removal	23,372	22,918
Total Net municipal charges	<u>70,119</u>	<u>74,955</u>
Expenditure		
Auditors' remuneration	8,000	7,650
Bank charges	4,341	5,514
Telephone	3,372	500
Professional fees	-	7,475
Interest paid	107	46
Insurance	8	54,308
Management fees	62,760	62,760
Meeting costs	1,898	1,150
CSOS levy expense	3,333	3,231
CSOS other	-	122
Repairs and maintenance	9	73,093
Salaries	66,927	61,321
Security	-	2,500
	<u>348,258</u>	<u>360,090</u>
Operating Surplus	<u>142,654</u>	<u>53,093</u>
Taxation	-	-
Surplus After Taxation	<u>142,654</u>	<u>53,093</u>

Draft

HET ATELIER BODY CORPORATE (SS 54/2003)
LEVY SCHEDULE FOR FINANCIAL YEAR ENDING 28 FEBRUARY 2022

Proposed increase: 3%

Rate per SQM: R16,93 R23,56 R23,55 (CSOS = section levy less R500 +2%) R75 000

Owner	Unit No.	SECTION LEVY				EXCLUSIVE USE AREA - TERRACES				EXCLUSIVE USE AREA - PARKING				CSOS LEVY	RESERVE FUND	Total Charges
		Section No.	M2	PQ	Current Levy	EUA Area	M2	PQ	Current EUA Terrace Levy	EUA Area	M2	PQ	Current EUA Parking Levy	Current CSOS Levy	Current	Current
Hemman JJ & Terblanche	1	9	54	3,6169%	R 914,24			-	R -	P10	13	4,7970%	R 306,12	R 8,28	R 226,05	R 1 454,70
M.R & K.M. Lange	2	8	60	4,0188%	R 1 015,82			-	R -	P11	15	5,5351%	R 353,22	R 10,32	R 251,17	R 1 630,53
J.D Le Roux	3	1	93	6,2291%	R 1 574,52			-	R -	P5	13	4,7970%	R 306,12	R 21,49	R 389,32	R 2 291,45
I.Peiser	4	7	70	4,6885%	R 1 185,12			-	R -	P1	14	5,1661%	R 329,67	R 13,70	R 293,03	R 1 821,53
Johnson Rebecca Gillian Ms	5	6	61	4,0857%	R 1 032,75			-	R -	P2	13	4,7970%	R 306,12	R 10,66	R 255,36	R 1 604,88
Heierli D	6	5	65	4,3537%	R 1 100,47			-	R -	P8	13	4,7970%	R 306,12	R 12,01	R 272,10	R 1 690,70
K. Sinclair	7	4	65	4,3537%	R 1 100,47			-	R -	P7	13	4,7970%	R 306,12	R 12,01	R 272,10	R 1 690,70
G. Read	8	3	63	4,2197%	R 1 066,62			-	R -	P3	13	4,7970%	R 306,12	R 11,33	R 263,73	R 1 647,80
S.W Marshall	9	10	88	5,8942%	R 1 489,87			-	R -	P9	13	4,7970%	R 306,12	R 19,80	R 368,39	R 2 184,17
T. Perkins	10	11	89	5,9612%	R 1 506,80			-	R -	P4	13	4,7970%	R 306,12	R 20,14	R 372,57	R 2 205,63
Henke H.J	11	12	90	6,0281%	R 1 523,73			-	R -	P6	13	4,7970%	R 306,12	R 20,47	R 376,76	R 2 227,08
A Graaf	12	13	83	5,5593%	R 1 405,22	T2	17	15,1786%	R 400,49	P18	15	5,5351%	R 353,22	R 18,10	R 347,45	R 2 524,49
The Bonic Trust	13	14	101	6,7649%	R 1 709,96	T1	33	29,4643%	R 777,42	P19	14	5,1661%	R 329,67	R 24,20	R 422,81	R 3 264,06
Chelser P	14	15	78	5,2244%	R 1 320,56	T4	29	25,8929%	R 683,19	P12	13	4,7970%	R 306,12	R 16,41	R 326,52	R 2 652,80
Henke C	15	18	116	7,7696%	R 1 963,92			-	R -	P16 + P17	27	9,9631%	R 635,79	R 29,28	R 485,60	R 3 114,59
HNI Partnership	16	16	110	7,3677%	R 1 862,33			-	R -	P13	13	4,7970%	R 306,12	R 27,25	R 460,48	R 2 656,18
Dore C.G	17	17	141	9,4441%	R 2 387,18	T3	33	29,4643%	R 777,42	P14 + P15	25	9,2251%	R 588,70	R 37,74	R 590,25	R 4 381,30
C Kriel & W.H Loubser	18	2	66	4,4206%	R 1 117,40			-	R -	P20	18	6,6421%	R 423,86	R 12,35	R 276,29	R 1 829,90
			1493	100,0%			112	100,0%			271	100,0%				

Total: monthly	R 25 276,98	R 2 638,52	R 6 381,45	R 325,54	R 6 250,00	R 40 872,49
Total: annual	R 303 323,76	R 31 662,24	R 76 577,40	R 3 906,48	R 75 000,00	R 490 469,88

HET ATELIER BODY CORPORATE (SS 54/2003)
PROPOSED LEVY SCHEDULE FOR FINANCIAL YEAR ENDING 28 FEBRUARY 2023

Proposed increase: 3%
 Overall increase with Reserve Fund 7,65%

Rate per SQM: R17,44 R24,26 R24,25 (CSOS = section levy less R500 *2%) R100 000

Owner	Unit No.	SECTION LEVY				EXCLUSIVE USE AREA - TERRACES				EXCLUSIVE USE AREA - PARKING				CSOS LEVY	RESERVE FUND	Total Charges	
		Section No.	M2	PQ	Proposed Levy	EUA Area	M2	PQ	Proposed EUA Terrace Levy	EUA Area	M2	PQ	Proposed EUA Parking Levy	Proposed CSOS Levy	Proposed	Proposed	
Hemman JJ & Terblanche	1	9	54	3,6169%	R 941,66			-	R -	P10	13	4,7970%	R 315,30	R 8,83	R 301,41	R 1 567,21	R 112,51
M.R & K.M. Lange	2	8	60	4,0188%	R 1 046,29			-	R -	P11	15	5,5351%	R 363,81	R 10,93	R 334,90	R 1 755,93	R 125,40
J.D Le Roux	3	1	93	6,2291%	R 1 621,76			-	R -	P5	13	4,7970%	R 315,30	R 22,44	R 519,09	R 2 478,59	R 187,14
I.Peiser	4	7	70	4,6885%	R 1 220,68			-	R -	P1	14	5,1661%	R 339,56	R 14,41	R 390,71	R 1 965,36	R 143,83
Johnson Rebecca Gillian Ms	5	6	61	4,0857%	R 1 063,73			-	R -	P2	13	4,7970%	R 315,30	R 11,27	R 340,48	R 1 730,79	R 125,91
Heierll D	6	5	65	4,3537%	R 1 133,49			-	R -	P8	13	4,7970%	R 315,30	R 12,67	R 362,80	R 1 824,26	R 133,56
K. Sinclair	7	4	65	4,3537%	R 1 133,49			-	R -	P7	13	4,7970%	R 315,30	R 12,67	R 362,80	R 1 824,26	R 133,56
G. Read	8	3	63	4,2197%	R 1 098,61			-	R -	P3	13	4,7970%	R 315,30	R 11,97	R 351,64	R 1 777,53	R 129,72
S.W Marshall	9	10	88	5,8942%	R 1 534,56			-	R -	P9	13	4,7970%	R 315,30	R 20,69	R 491,18	R 2 361,74	R 177,57
T. Perkins	10	11	89	5,9612%	R 1 552,00			-	R -	P4	13	4,7970%	R 315,30	R 21,04	R 496,76	R 2 385,11	R 179,48
Henke H.J	11	12	90	6,0281%	R 1 569,44			-	R -	P6	13	4,7970%	R 315,30	R 21,39	R 502,34	R 2 408,48	R 181,40
A Graaf	12	13	83	5,5593%	R 1 447,37	T2	17	15,1786%	R 412,50	P18	15	5,5351%	R 363,81	R 18,95	R 463,27	R 2 705,91	R 181,42
The Bonic Trust	13	14	101	6,7649%	R 1 761,26	T1	33	29,4643%	R 800,74	P19	14	5,1661%	R 339,56	R 25,23	R 563,74	R 3 490,53	R 226,48
Chelser P	14	15	78	5,2244%	R 1 360,18	T4	29	25,8929%	R 703,68	P12	13	4,7970%	R 315,30	R 17,20	R 435,37	R 2 831,74	R 178,93
Henke C	15	18	116	7,7696%	R 2 022,84			-	R -	P16 + P17	27	9,9631%	R 654,86	R 30,46	R 647,47	R 3 355,62	R 241,03
HNI Partnership	16	16	110	7,3677%	R 1 918,21			-	R -	P13	13	4,7970%	R 315,30	R 28,36	R 613,98	R 2 875,85	R 219,67
Dore C.G	17	17	141	9,4441%	R 2 458,79	T3	33	29,4643%	R 800,74	P14 + P15	25	9,2251%	R 606,36	R 39,18	R 787,01	R 4 692,07	R 310,77
C Kriel & W.H Loubser	18	2	66	4,4206%	R 1 150,92			-	R -	P20	18	6,6421%	R 436,58	R 13,02	R 368,39	R 1 968,90	R 139,01
			1493	100,0%			112	100,0%			271	100,0%					
Total: monthly					R 26 035,29				R 2 717,68				R 6 572,89	R 340,71	R 8 333,33	R 43 999,90	R 3 127,41
Total: annual					R 312 423,47				R 32 612,11				R 78 874,72	R 4 088,47	R 100 000,00	R 527 998,77	R 37 528,90

Report for Het Atelier



08 March 2018

Het Atelier Body Corporate

C/O Inge Rauch
Roodehek Street
Cape Town

Attention: Trustees

CONDITION SURVEY ON ALL COMMON AREAS OF HET ATELIER, ROODEHEK ROAD, GARDENS.

Dear Trustees,

We visited the above-mentioned Building, to undertake an inspection of all common areas in accordance with the new legislation to document the current condition of the site.

We elaborate hereunder on any concerns noted during our onsite inspection of these areas.

Should you have any queries please do not hesitate to contact us.

Yours sincerely,

Tim Hartle

OVERVIEW OF HET ATELIER, ROODEHEK ROAD, GARDENS.



CONDITION SURVEY - HET ATELIER, ROODEHEK ROAD, GARDENS.

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CONDITION SURVEY - HET ATELIER, ROODEHEK ROAD, GARDENS.

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CONDITION SURVEY - HET ATELIER, ROODEHEK ROAD, GARDENS.

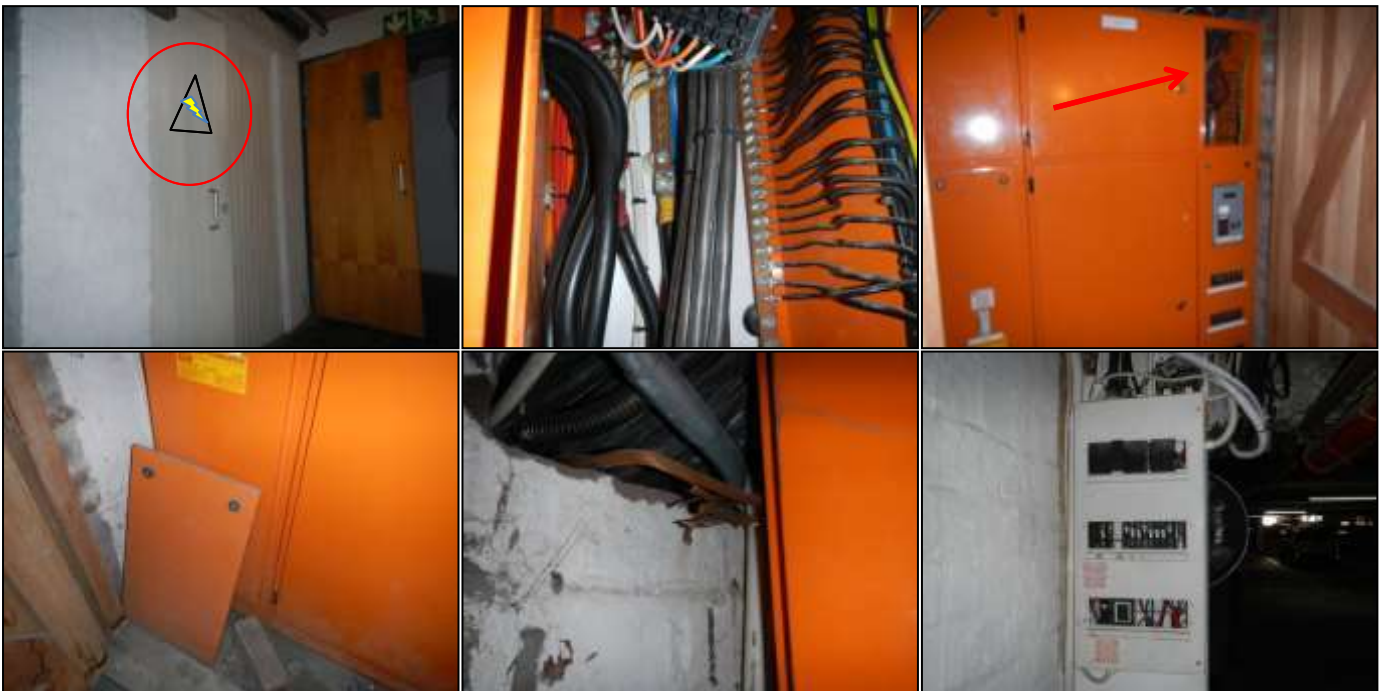
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CONDITION SURVEY- HET ATELIER, ROODEHEK ROAD, GARDENS.

1. Electrical Systems, Wires and Lighting

1.1. Electrical Systems and General Electric's

Pictures are numbered 1-6 from left to right.



In **picture 1** we note that the electric hazard sign has not been fitted to the access door. This must be implemented to ensure compliancy.

In **pictures 2-5** we see an overview of the general electrical systems which appear to be in a fair and functional condition.

We have however noted some areas which require urgent remedial action, these include:

1. Replacement of panel cover (**pictures 3-4**).
3. Potential sign/indication of earth cable being removed (**picture 5**).
3. Open spaces on sub distribution board should be caulked (**picture 6**).

1.2. Electrical Lighting

Pictures are numbered 1-9 from left to right.



In pictures 1-9 we see examples of the existing light fittings/fixtures servicing the various common areas of the complex.

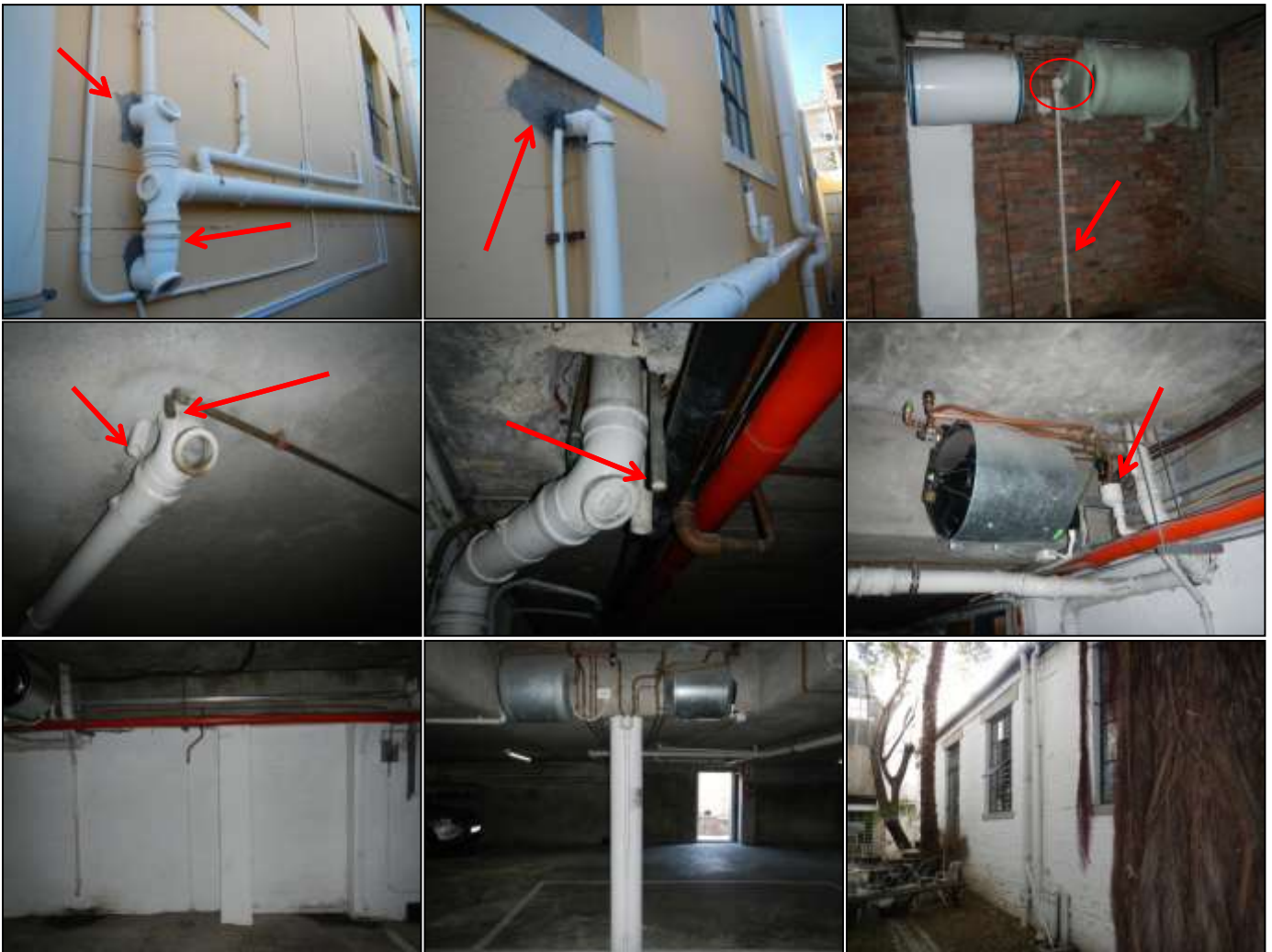
The greater percentage of these light fittings, appear intact and in a good working order, however note that some fittings are defective and require replacement/reinstatement (**pictures 8-9 are examples**).

We do note however that lighting upgrades are typically phased and this replacement likely to be ongoing and would recommend an annual savings contribution to ensure funding is available as and when necessary.

2. External Plumbing Areas

2.1. General Plumbing

Pictures are numbered 1-9 from left to right.



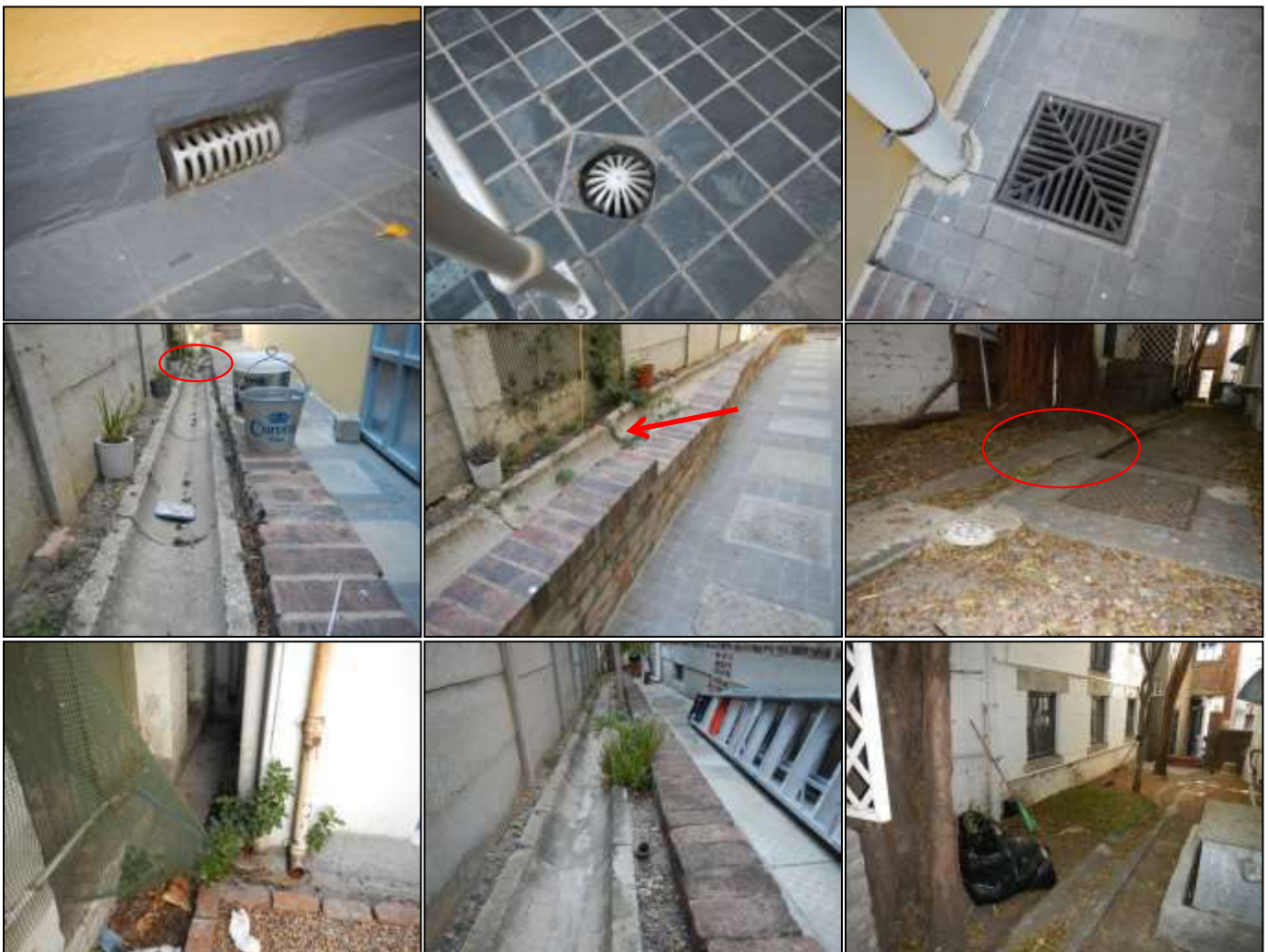
In pictures 1-9 we see examples of various plumbing pipework and geyser units. We note that repairs/new work has been undertaken and sections of the wall areas have been left "bare or uncoated" these areas require painting to prevent failure of the surrounding areas (pictures 1-2).

Additionally, noted is the discharge of geyser expansion valves onto the floor slab of the garage area. It is our opinion that Building Regulations require that these be safely discharged to 'the exterior' (pictures 3-8). Regular discharge of water in these areas will have a detrimental effect on common area walls and the slab.

Of importance is the discharge of rain water directly into the sewer system which is in direct conflict with City Council Bylaws. If not corrected could lead to a fine or legal action against the Body Corporate **(picture 9)**. We recommend this be diverted.

2.2. Storm and Waste Water Drains and Full Bores

Pictures are numbered 1-9 from left to right.



As seen in pictures 1-3 examples of various drainage full-bores. All full bores appear to have been dressed and are draining sufficiently.

In pictures 4-9 examples of the existing storm water drainage channels. We note that channels are clogged with debris in isolated areas and require cleaning **(picture 7)**.

We further note that there is movement/lifting of storm water channels in areas, these areas should be lifted and re-laid to correct the fall and ensure free flow of storm water (pictures 4-6).

We furthermore recommend regular inspections and cleaning of such drains is recommended to prevent possible flooding.

3. Heating and Cooling Systems

3.1. Air Conditioning Units

Pictures are numbered 1-6 from left to right.



In pictures 1-4 we see the existing air-conditioning units appear to be in a moderate working order and note rust creep/corrosion of the casing was observed during our visual inspection and requires maintenance. (We assume this is of the owners account to maintain)

In pictures 5-6 we noted an obsolete/redundant air conditioning unit which should be removed to prevent the unit from coming adrift from the mounting points.

3.2. Ventilation Shaft Units

Pictures are numbered 1-5 from left to right.



In pictures 1-4 we see that the forced ventilation servicing the caretaker's bathroom (toilet, hand basin and shower) has been removed, this area must be mechanically ventilated, and the in-line fan and grille must be reinstated.

The room furthermore should also be redecorated to some small extent (strip damaged ceiling panel and make good area), paint as required.

In picture 5 we note that a 'store' (+/- 3m x 1.5m) has been converted into the caretakers dwelling. The room is fitted with cupboard, bed and kitchenette which is obviously used for sleeping and cooking. The small space should not be utilised for this purpose as it is inside a garage (vehicle fumes) and not ventilated with a supply of fresh air, we are of the opinion that this practice is a contravention of standards for a dwelling place and strongly recommend either the discontinued use of the room as a dwelling unit or, at very least, ventilate the room correctly.

4. Lifts

4.1. Not Applicable to the Complex

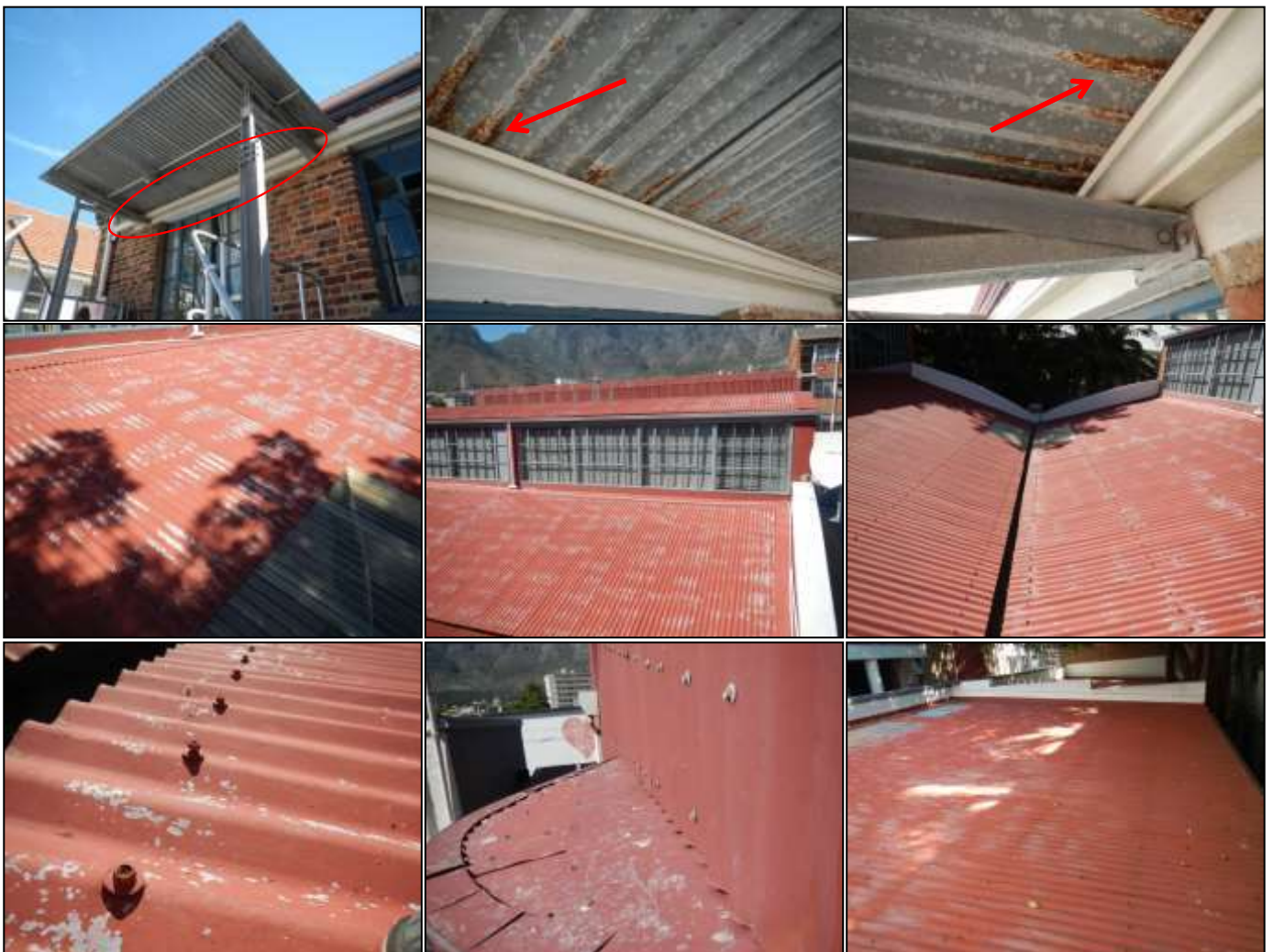
5. Carpeting and Furnishing

5.1. Not Applicable to the Complex

6. External Roof Areas

6.1. Metal Roofing

Pictures are numbered 1-9 from left to right.



Pictures 1-9 are an overview of the existing metal roof covering fitted to various roof sections of the complex. These roof areas comprise of a corrugated roofing profile system.

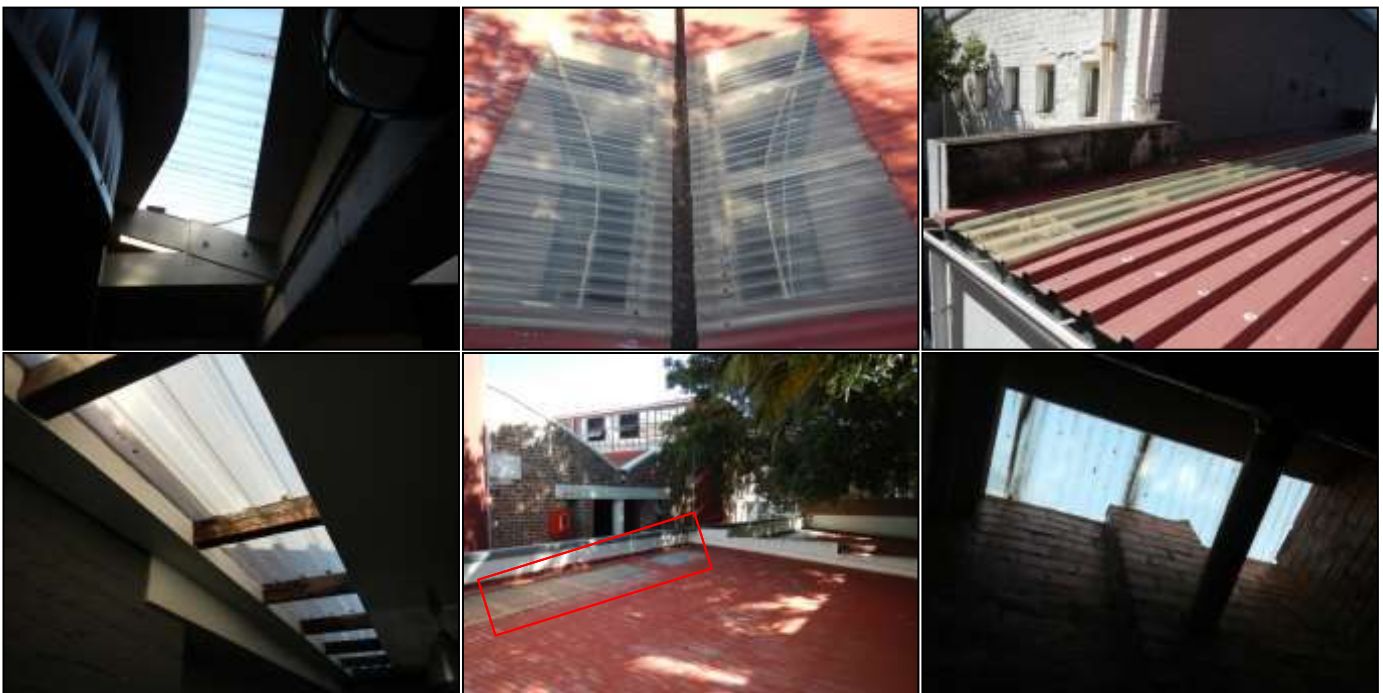
The majority of his roof sheeting appears to be in a moderate to poor condition, with obvious inherent rust creep evident to isolated sections of the roof (**pictures 1-3**, three door awnings). Replacement of several of these roof sheet sections will be required to provide a long-term solution. The onset of coating failure is also noted.

Consideration should furthermore be given to painting the balance of the roof areas to prevent the onset of inherent rust creep and preserve sheeting against UV and various weather elements.

In addition, we note that numerous roof screws/bolts are loose/defective and will need to be patched and tensioned when necessary, as a preventive measure. Some may require replacement.

6.2. Polycarbonate Roofing

Pictures are numbered 1-6 from left to right.



In pictures 1-6 the existing polycarbonate roof sheeting generally appears to be in a fair condition with standard weathering of these sheets evident in areas as a result of prolonged UV exposure.

These areas should be monitored regularly for further degradation or leaks. Replacement of these sheets will likely be required over varying stages and next 3-5 years.

6.3. Roof Flashings, Capping's and Counter Flashings

Pictures are numbered 1-9 from left to right.



Pictures 1-9 are examples of existing capping's and flashings which generally appear to be intact however do note some obvious defects in areas.

Some of the existing counter flashing or flashing material appears to have been insufficiently secured. Maintenance/reinstatement is required in areas, as a preventive solution.

In pictures 3-4 we further note that roof screws holding the flashing in place have been fixed through the gulley, this has resulted in leaks into the unit below. Urgent remedial action is required to this area.

6.4. Gutters

Pictures are numbered 1-6 from left to right.



In pictures 1-6 we see examples of the existing storm water gutters servicing the roof areas of the complex. These gutters generally, appear to be in a good condition, with no major leaks or defects noted during our visual inspection. We do however note that several gutter sections and hopper boxes are blocked with leaf matter and likely to restrict the flow of water. Immediate cleaning is recommended.

We note that these gutters should be cleaned regularly, to prevent obstructions and avoid possible flooding/leaks.

6.5. Downpipes

Pictures are numbered 1-9 from left to right.



In pictures 1-9 we see examples of the storm water downpipes servicing the roof areas of the building complex.

The greater percentage of the downpipes, appear to be intact and in good working order.

We have however observed a downpipe which discharges directly into the sewer system (noted previously) and an isolated broken downpipe fitting. These downpipes require immediate remedial works and reinstatement to prevent further issues developing.

7. Waterproofing Areas

7.1. Heat Fused Membrane (Parapets)

Pictures are numbered 1-3 from left to right.

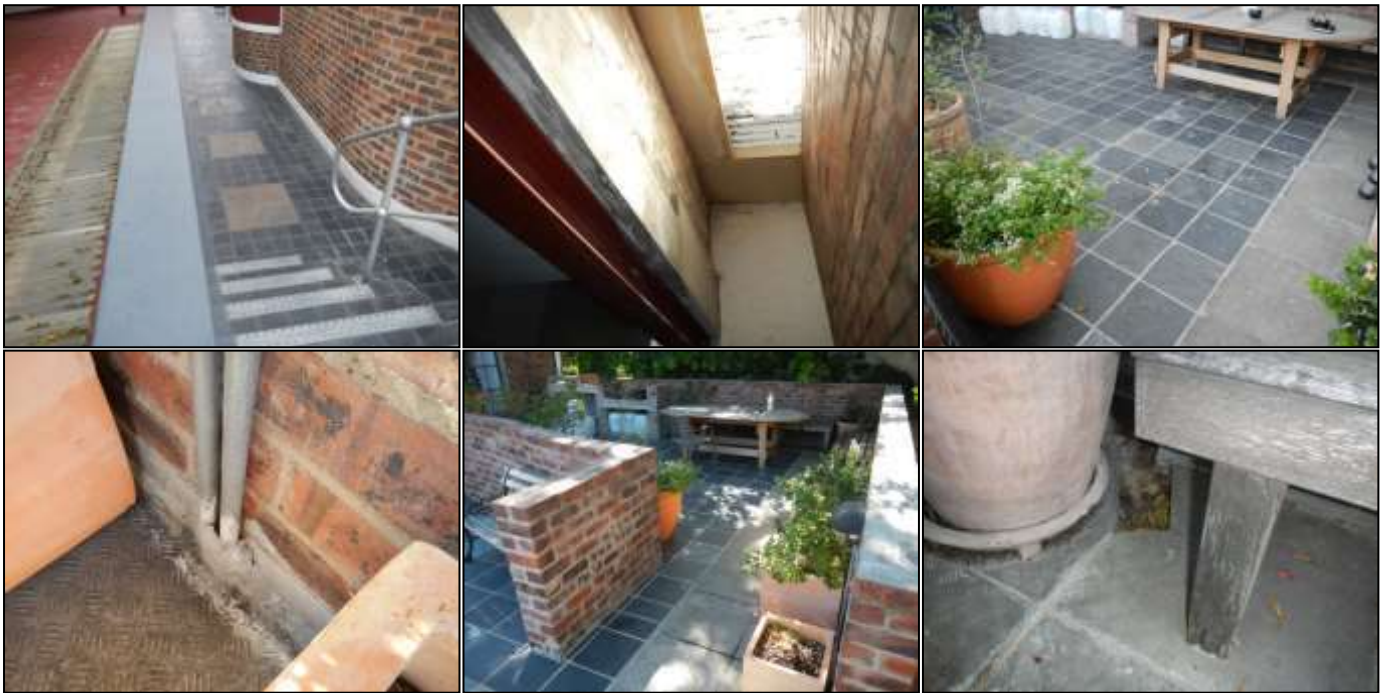


In pictures 1-3 we see an overview of the exposed waterproofing to the parapet wall areas. These roof areas comprise of a Talc heat fused membrane system (also known as torch on). All sections inspected, appear to be in a moderate to poor condition, with obvious failure of the protective coating evident.

These roof areas are typically maintained every 3 years (to ensure the protective coating is kept intact, as bitumen breaks down when exposed to UV). Immediate reinstatement is required to these areas to prevent widespread failure of the waterproofing membrane.

7.2. Stone/Concrete Flat Roof Areas

Pictures are numbered 1-6 from left to right.



In pictures 1-7 we see examples of the existing (tile surface finish) flat roof areas. Defects and leaks into unit 18 and common walkway underneath these areas were brought to our attention on the date of our inspection.

Pictures 4-6 (patio of unit 13) we note unsuccessful attempts to remedy the leak into unit 18 and would therefore recommend stripping sections of the protective tiling along the external parapet wall +/- 1m x 10m to expose the original waterproofing membrane/system. Thereafter inspect to determine origin of leak and either repair and reinstate waterproofing correctly with a bituminous/cementitious product correctly applied and raised above the tile line. Alternately and dependant on what one discovers once the area is exposed, lift the entire area and reinstate the waterproofing on the full balcony (this is recommended and likely to be the only long-term solution).

In addition, one should cap the brick wall with a modified plaster finish and treat the brickwork with a silicone based waterproofing product (siloxane).

8. External Areas (Building)

8.1. External Walls (Previously Coated)

Pictures are numbered 1-9 from left to right.

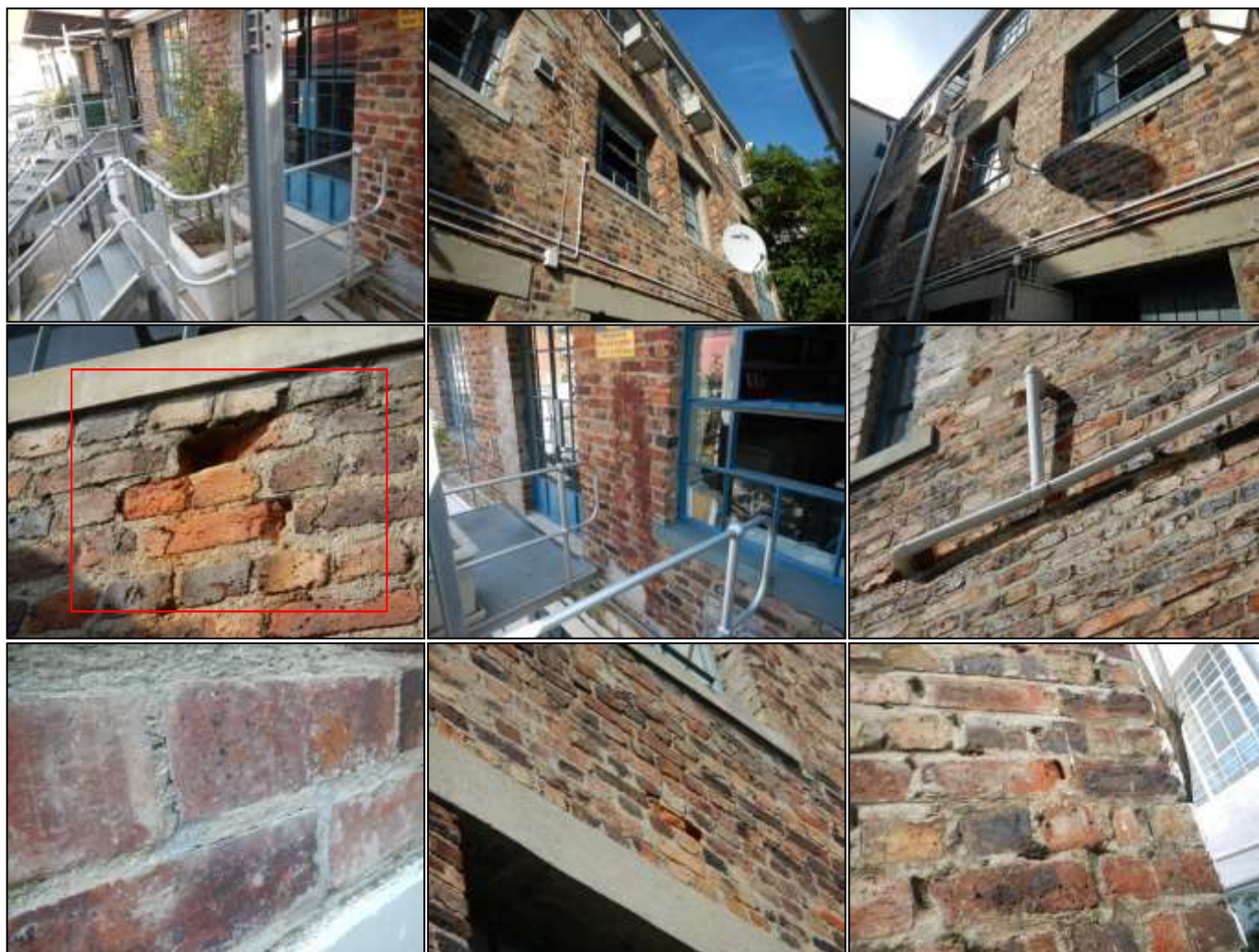


In pictures 1-9 we see examples of the existing walls, which generally appear to be in a moderate condition, with degradation such as cracking of the plaster and failure of the coating evident in several areas.

We note that these areas are typically maintained every 6-7 years and large-scale maintenance is likely to be required to this complex within the next 12-18 months to prevent further or widespread degradation of these areas.

8.2. Face Brick Walls

Pictures are numbered 1-9 from left to right.



In pictures 1-9 we see examples of the existing face brick wall areas, which condition varies from fair to poor condition, with obvious concerns such as crumbling/spalled clay bricks, cement laitance, defective pointing and uncaulked pipe penetrations evident in areas.

Large-scale maintenance is likely to be required to this complex within the next 12 months to prevent further degradation of these areas

We note that major maintenance is typically undertaken to these areas every 6-7 years, as a preventative measure in conjunction with each major redecoration cycle.

8.3. Plaster Delamination and Cracking

Pictures are numbered 1-9 from left to right.



As seen in pictures 1-9 we see examples of cracking and plaster delamination evident to various areas of the exterior of the building complex.

The majority of the raw/uncoated cement plaster bands found on the East façade of the complex (**pictures 1-2**) have delaminated, this is of particular concern and was indicated to us during our site visit

This is likely to have occurred because of water ingress and or building movement/settlement or different material characteristics of the adjoining materials resulting in the ingress of water. These areas require urgent reinstatement as a preventative measure.

8.4. Wall to Frame Sealant

Pictures are numbered 1-9 from left to right.



In pictures 1-9 no evidence of wall to frame seals has been noted in between the wall and window frame.

We note that it is imperative that these junctions be sealed to ensure water/moisture cannot penetrate between the frame and wall, allowing water/moisture ingress.

These areas should be monitored, and seals implemented, as necessary (recommended and could be implemented in conjunction with the redecoration).

8.5. Putty Repairs

Pictures are numbered 1-9 from left to right.



In pictures 1-9 we see examples of defective putty to the various metal windows within the complex. The window putty was found to be defective to many of the mild steel window units inspected.

We strongly recommend the window putty be reinstated as soon as possible, to prevent moisture/water ingress, which is likely to contribute to rust creep on metal window frames. Defective putty may also lead to window panes dislodging and risks injury in extreme cases.

8.6. External Hardboard Soffits/Eaves

Pictures are numbered 1-3 from left to right.



As seen in pictures 1-3 the soffits/eaves on the building are generally in a fair condition, with no major areas of concern.

We note that such areas would typically be maintained/coated in conjunction with each major redecoration of the complex every 6-7 years.

8.7. Painted Woodwork

Pictures are numbered 1-9 from left to right.



In pictures 1-9 we see examples of paint woodwork that is generally in a moderate to poor condition, with severe weathering and possible wood rot evident in areas.

Exposed woodwork, is typically maintained every 3 years to prevent the onset of possible wood rot. We strongly recommend maintenance of these areas to limit damage/replacement.

8.8. Painted Steelwork

Pictures are numbered 1-5 from left to right.



In pictures 1-5 failure of and mechanical damage to the existing metalwork coating was evident in areas.

The existing coating is generally in a moderate to poor condition and does require reinstatement. We note that exposed steelwork, as a guideline is maintained every 3 years, to prevent the onset of possible issues such as rust creep.

8.9. Galvanise Steelwork

Pictures are numbered 1-9 from left to right.



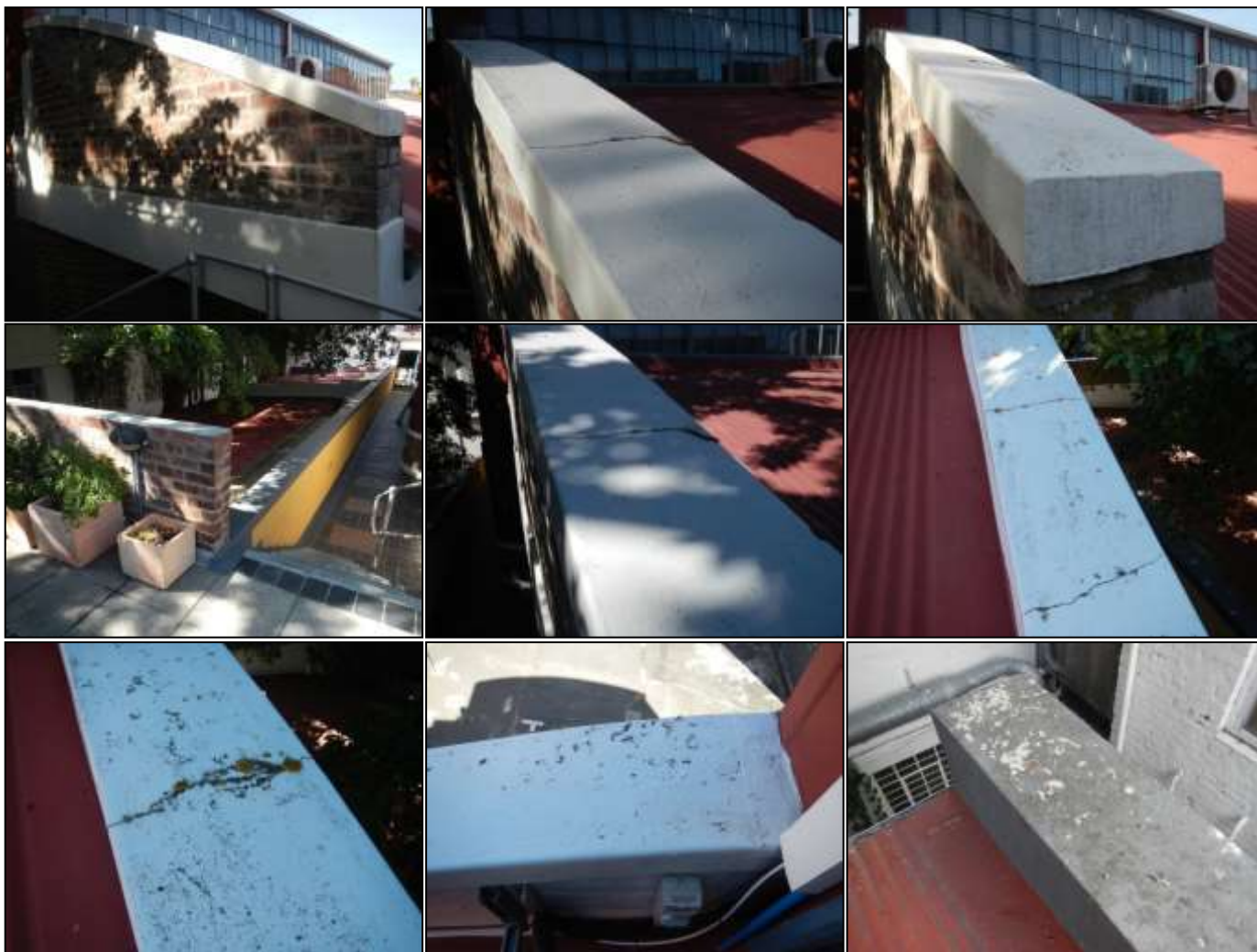
In pictures 1-9 failure of the existing metalwork coating was evident in areas. As is the obvious rusting of structural fixing bolts

The existing coating is generally in a moderate condition with obvious degradation and corrosion evident, especially to the mild steel bolts, of which some may require replacement. We recommend replacing with appropriately treated bolts and nuts within the next 12-18 months

Exposed steelwork, as a guideline, is typically maintained every 3 years to prevent inherent corrosion and the onset of resultant rust creep.

8.10. Exposed Masonry Tops/ Parapets

Pictures are numbered 1-9 from left to right.



In pictures 1-9 the masonry tops/parapet wall sections are generally in a moderate to poor condition, with obvious coating/paint failure and cracking evident in areas.

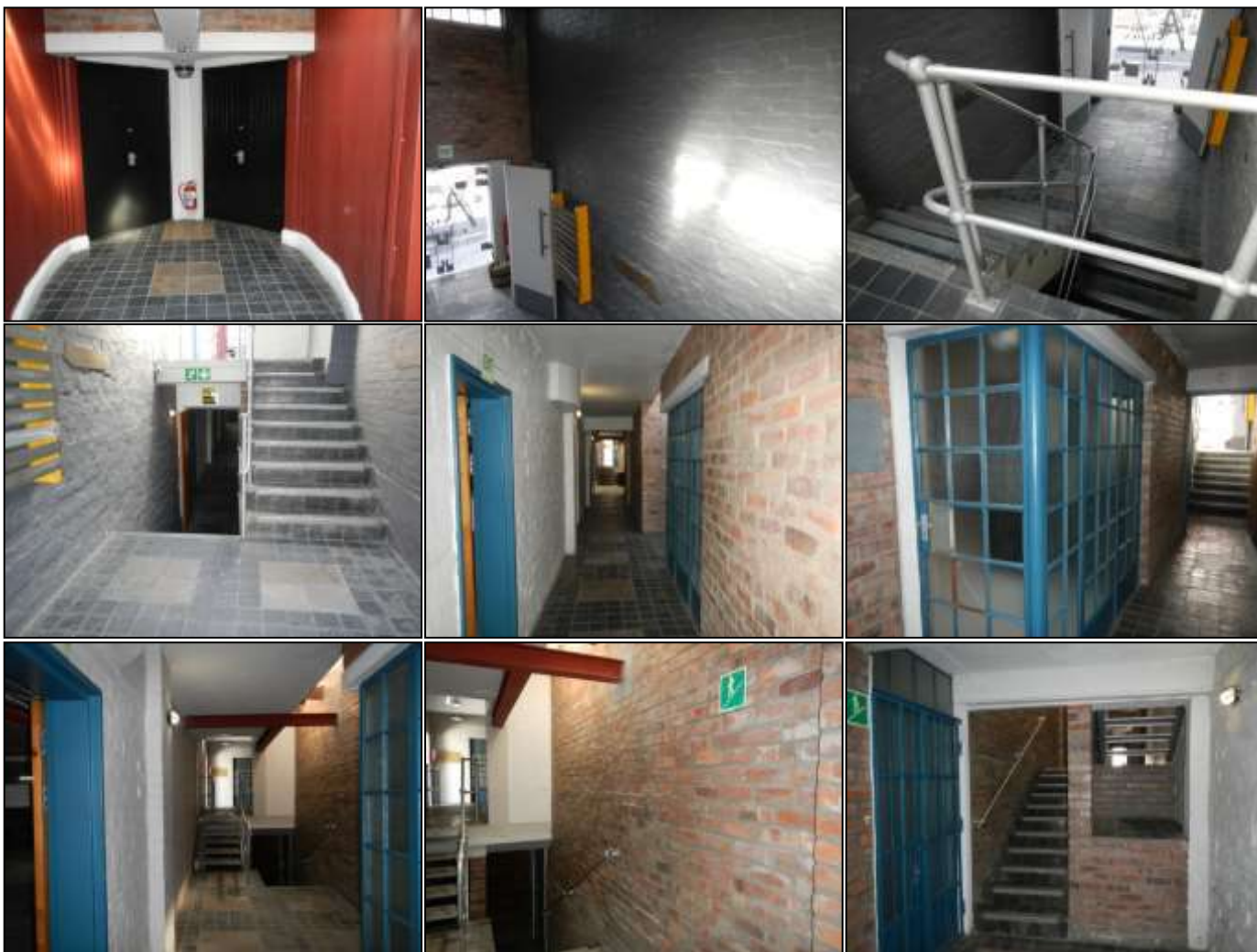
These areas require reinstatement to prevent further degradation and further water/moisture ingress.

Exposed masonry tops are typically maintained every 3 years to prevent degradation of the protective coating (this will vary though, depending on the coating used).

9. Internal Common Areas

9.1. Internal Walls and Soffits

Pictures are numbered 1-9 from left to right.



In pictures 1-9 we see the internal common areas of the building are generally in a good condition, with minor degradation or mechanical damage evident in isolated areas. No major widespread concerns have been noted.

9.2. Wooden Doors

Pictures are numbered 1-6 from left to right.



In pictures 1-6 we see examples of previously painted woodwork. These areas appear to be in a fair condition, with no immediate or major concerns noted during our inspection.

We do however note that doors meant to be fire/smoke barriers are permanently held in the open position. We strongly recommend that the retaining hooks be removed and on-site personnel should ensure that these doors are normally in the closed position as is required.

10. Basement Areas

10.1. Internal Wall and Soffit Areas

Pictures are numbered 1-9 from left to right.



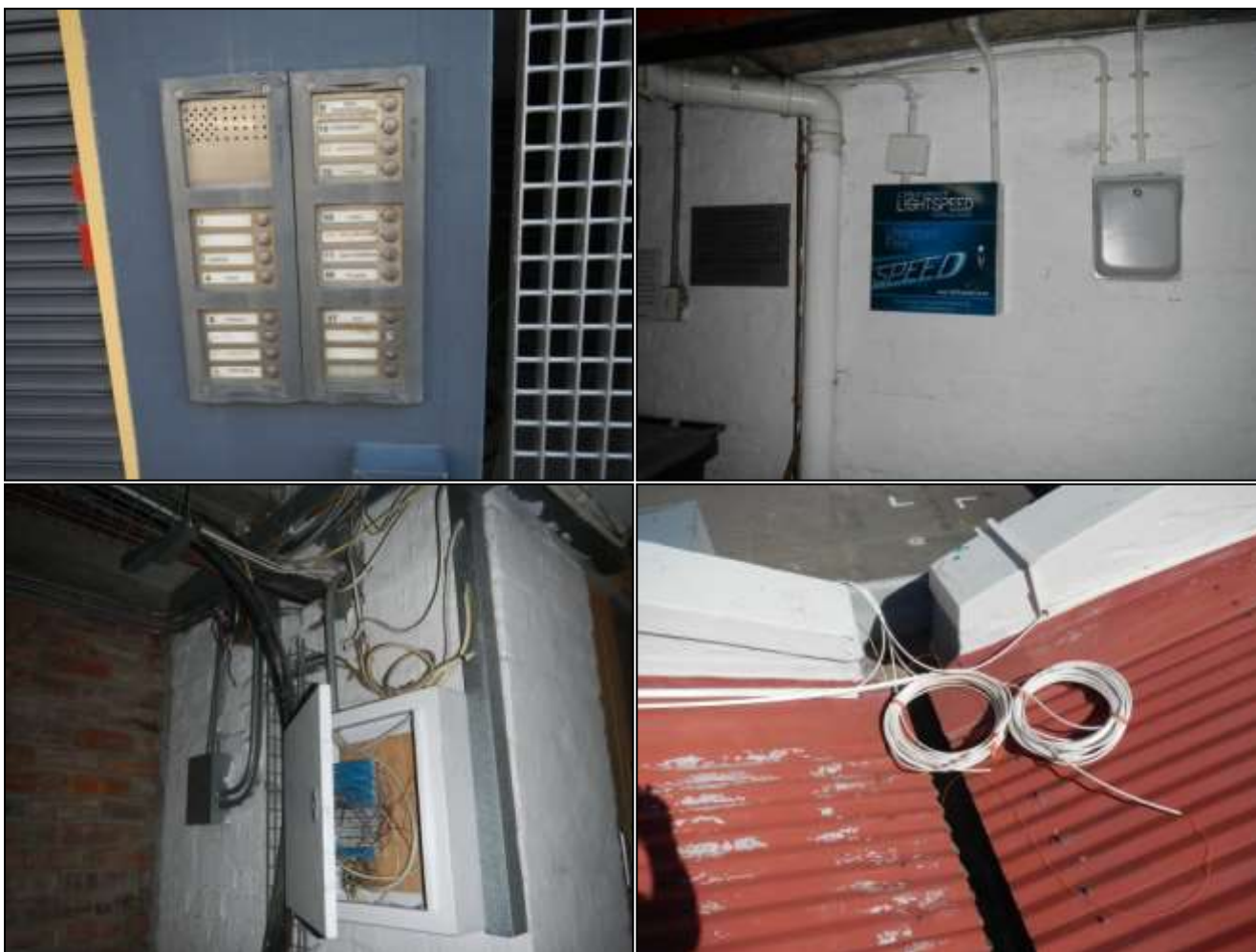
In pictures 1-6 we see an overview of the undercover parking area. The parking walls and soffits areas are generally in a moderate to poor condition with obvious coating failure as a result of general wear and tear as well as water damage.

Of major concern however is the extensive delamination of the plaster from the soffit, this is a safety hazard and all loose plaster should be removed as a matter of urgency. **We would not recommend reinstating the plaster, instead paint the cleaned soffit white, which will furthermore 'lighten' the area considerably.**

11. Communication and Service Supply Systems

11.1. Intercom, Data and Telecommunication System

Pictures are numbered 1-4 from left to right.



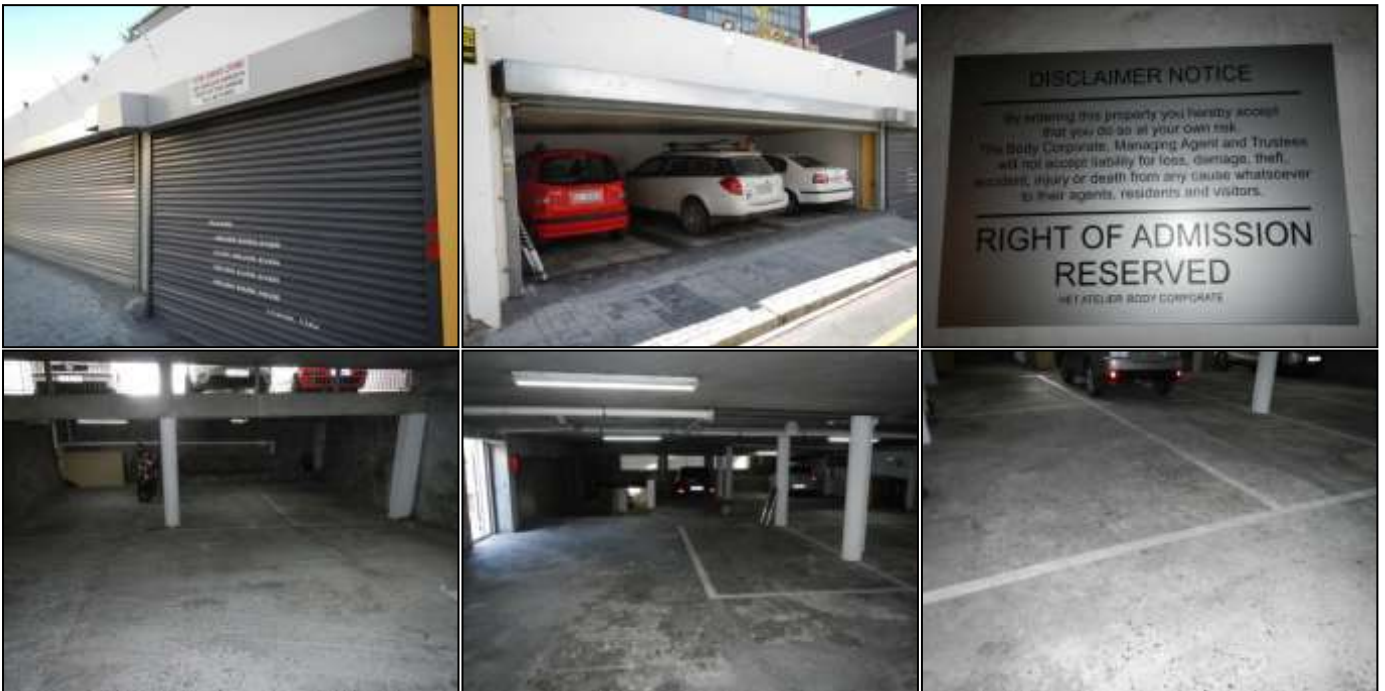
As seen in pictures 1-4 we see an overview of the intercom, data and telecom supply systems servicing the building complex.

All systems currently, appear to be in a working condition, with no concerns noted or reported to THC on the date of our visual inspection.

12. Parking Facilities

12.1. Demarcation Lines/Signage and Parking Areas

Pictures are numbered 1-6 from left to right.



In pictures 1-6 the existing parking facilities and road markings, appear to currently be in a moderate condition.

Regular and ongoing maintenance is usually required to these areas every 3-4 years due to high traffic and or weathering.

13. Roadways, Walkways and Paved Areas

13.1. Concrete Surface Areas

Pictures are numbered 1-9 from left to right.



As seen in pictures 1-9 the concrete walkway/service areas are generally in a poor condition, with obvious cracking and defects of the concrete surface visible in many areas.

The cracks and defects noted require reinstatement to avoid the possibility of a liability claim in some cases.

13.2. Paved Surface Areas

Pictures are numbered 1-4 from left to right.



In pictures 1-4 the paved sections/areas generally appear to be in a fair and functional condition and note no widespread degradation or sagging of these surfaces has been noted.

13.3. Tile Surface Areas

Pictures are numbered 1-9 from left to right.



In pictures 1-9 we see examples of existing tiled sections. These areas generally appear to be in a fair condition, we do however note concerns evident in areas.

Loose/delaminated tiles and defect grouting was noted to isolated areas. These defects pose possible tripping hazards and should be reinstated to prevent possible injury.

14. Security Systems and Facilities

14.1. Security Cameras, Electrical Fencing and Access Control

Pictures are numbered 1-9 from left to right.



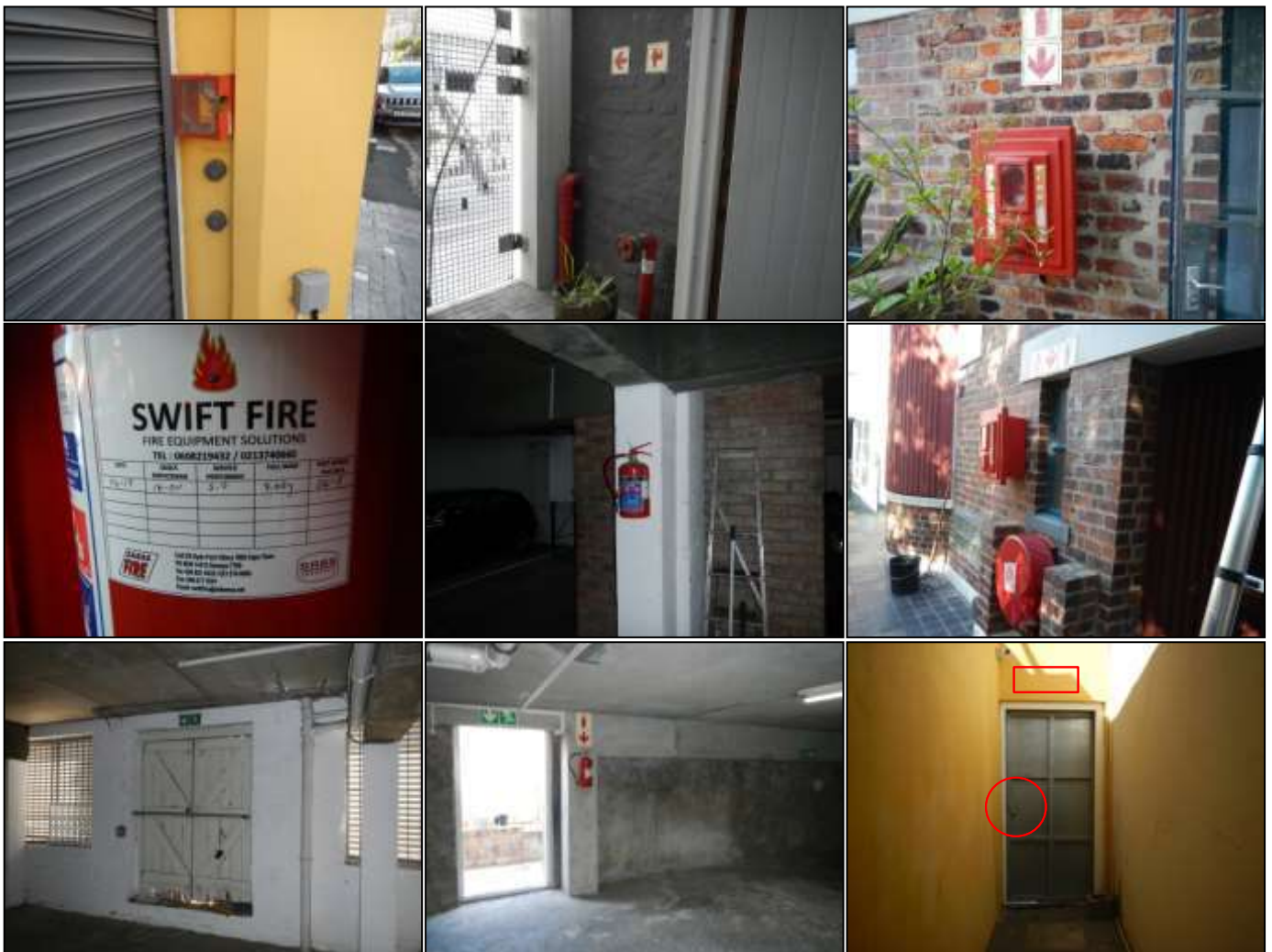
In pictures 1-5 we see examples of the existing surveillance system being utilized at the complex. All equipment appears to be in a good condition with no major concerns noted.

In pictures 6 we see the existing electrical security fencing to the street facing facade of the complex. All equipment appears to be in good working order and to have been maintained regularly. No major concerns have been noted. We note the upgrade of such equipment is costly and would recommend an annual contribution to ensure funding is always available.

15. Other Community and Recreational Facilities

15.1. Emergency Signage & Fire Equipment

Pictures are numbered 1-9 from left to right.



In pictures 1-9 we see examples of the existing fire equipment and emergency signage. All equipment appears to be in a good working condition and to have been maintained regularly.

We do however note with concern that escape route and escape directional signage is incorrectly placed and leads one into dead end alleys and locked doors. Additional signage indicating the location of fire equipment is also required in areas.

We strongly recommend reassessing emergency routes and safety/emergency signage throughout the building as a matter of urgency.

15.2. Communal Areas

Pictures are numbered 1-3 from left to right.



In pictures 1-3 we see an overview of the existing bin/refuse and mailbox areas within the building complex.

All areas inspected, appear to be in fair and functional condition, with no major or immediate concerns noted.

End of Report

REGISTERED CONDUCT RULES

FOR HET ATELIER BODY CORPORATE

Het Atelier is a Sectional Title complex and as such its residents are expected to conduct themselves accordingly. Whether as an owner or a tenant, a resident remains a member of the community and as such has a responsibility towards his/her neighbours, the buildings and the equipment of the complex. All residents are asked to co-operate and promote good neighborliness

1. VEHICLES:

- a. Residents have exclusive use parking bays demarcated throughout the building.
- b. No resident shall carry out or permit to be carried out any vehicle repairs in the parking by or on the common property.
- c. No vehicle may leak oil onto the common property.
- d. Visitors parking is clearly demarcated. No owner/tenants are to park in the visitor's bays at any time.
- e. Vehicles parked illegally will be issued with a R250 fine – if the vehicle in question belongs to an owners tenant the fine will be added to the owner's levy account.

2. WASHING:

- a. No washing lines to be placed on the common property or on balconies.
- b. No laundry to be hung on the common property.
- c. Laundry must not be hung where it is visible from the outside of the unit i.e burglar bars/windows.

3. REFUSE:

- a. All refuse to be placed in black bags, which are properly sealed before placing in the wheelie bin.

- b. No refuse to be left on common property.
- c. Recycling bins are provided for and to be used as per instructions

4. PETS:

- a. The Trustees have the authority to approve or revoke pet requests and may allow subject on conditions where required. In the event that conditions are not complied with the approval may be revoked and the pet will be required to vacate the premises with immediate effect. A pet request consent letter is to be signed on any approval given. To request such consent form you may contact the managing agent (Annexure A herewith attached).
- b. In the event that your pet request is approved by the Trustees (which is at their sole discretion) the following conditions shall need to be adhered to, failing which the pet shall to require to be removed from the premises as per (Annexure b) herewith attached.

5. VISITORS:

- a. Residents are responsible for the behaviour of their visitors and must see that all rules are complied with.

6. CASUAL LABOUR:

- a. No casual labour or domestics are to be given keys to the access gate as it affects the security to all residents.
- b. An owner/resident shall be responsible for the activities and conduct of their casual labour/domestics and shall ensure that they understand the conduct rules and that violation of these rules may result in a penalty fine for the owner of the relevant unit.

7. EXTERIOR FEATURES:

- a. No advertisements or posters may be placed on the inside or outside of the complex.
- b. Prior consent by the Trustees is required in order for the installation or any exterior features to the building i.e. air conditioners, radio or television aerials/dishes.

8. LETTING OF SECTIONS:

- a. **Long-term letting:** Should any owner wish to let their section they shall make it a condition of the Lease agreement with the tenant that the tenant will be bound to comply with all the provisions of the conduct rules. For record and security purposes, the Managing agent must be advised of the names and contact information of all tenants, prior to them moving into Het Atelier.
- b. The owner is required to provide the Trustees/Managing Agent with a copy of the lease agreement and a signed copy of the rules by the tenant.
- c. No tenants are permitted to sub-let their units without prior consent of the owner and before written notification of intent by such owner to Trustees.
- d. **Short-term letting:** Any owner wishing to let their unit on a short-term basis, the following provisions apply:
 - 1.1 The owner or their contracted agent is to meet any new guests personally at the units and expressly inform them of security protocols for the building.
 - 1.2 Signage related to security protocols. Any unit must have signage prominently displayed inside advising of security protocols as per (Annexure A) herewith attached

9. ENTRANCE GATES:

- a. Entrance gate to be kept locked and closed by owners, visitors, tenants and domestic workers at all times.
- b. Do not allow any unknown persons' access to the property under any circumstances

10. COMMON PROPERTY:

- a. The common stairwells must be kept clean and tidy at all times.
- b. No personal items may be stored anywhere on common property.
- c. No owner/tenant may erect any permanent or other structures or add, alter or remove any shrub, tree or plant on common property without the written permission of the Trustees.
- d. No owner/tenant may deposit, throw or permit or allow to be deposited, or thrown anywhere on common property, any rubbish, papers, cigarette butts, food scraps, including dirt or any other litter whatsoever or allow visitors/guests to do so.
- e. No Owner may hold or permit to be held, any auction sale in any portion of the premises (unless express permission is given by the Trustees in writing)

11. RENOVATIONS / ALTERATIONS:

- a. No owner may construct and/or renovate their section without the appropriate signed consent from the Trustees in terms of the Alteration/Renovation application form and the owner must adhere to all conditions therein.
- b. Under no circumstances may the common property passageways be used for the preparation of renovations or storage of materials or rubble
- c. Rubble must be moved off site daily
- d. Any structural alterations require an Engineer's Report and copy of approved plans to the Body Corporate
- e. No building operations (banging or hammering) may be done on the premises on Saturdays, Sundays or Public Holidays and not after 17:00 on any weekday.
- f. A renovation/alteration application form is to be filled out should any owner wish to alter or renovate his/her section and such application shall be submitted to the trustees for approval together with whatever plans may be required for City Council approval (if applicable). A refundable building deposit will be paid on such approval and will be held in an interest bearing account until refunded.

- g. After inspection by the trustees on common property to make sure no damage has been done during the renovation/alteration process, the deposit will be refunded to the relevant owner with accrued interest.
- h. No jack-hammers are allowed to be used during any alteration or renovation without prior consent from the Trustees. Should there be any damaged cause by the use of the jackhammer the owner shall be responsible for all repair or replacement of damaged goods.

12. SECTIONS:

- a. Balconies are to be kept clean and neat.
- b. Windows should be appropriately curtained. No other items such as material, sheets etc should be hung by windows or protruding out of windows.
- c. Any visible broken windows and/or doors should be replaced within 7 days of being broken.

13. NOISE AND/OR NUISANCE:

- a. No loud music or noise of any kind is permitted at the following times: After 22:00 on all weekdays and Sundays and after midnight on Fridays & Saturdays.
- b. In terms of building noise with regards to renovations/alterations, noise may only be made during normal working hours from 08:00 – 17:00 and not on Saturdays, Sundays or Public Holidays.
- c. Neighbours to be advised of any special occasions when permission may not be unduly withheld. Any conflict in this regard can be decided on by the trustees.

14. INSURANCE:

- a. An owner shall not store or harbor in his/her section any goods which may invalidate any fire insurance requirements in terms of the Body Corporate's insurance policy.

15. HAZARDS:

- a. An owner shall take all such precautions as are possible, having regard to the plumbing system of the building, to avoid damage to other sections or any other part of the common property by the penetration of water through the walls and floors of their sections.
- b. Any proposed gas installations (stoves) need to be approved by the Trustees in writing and thereafter the necessary gas installation certificate needs to be provided to the Trustees.

16. CARETAKER:

- a. Under no circumstances is the caretaker allowed to run errands for anyone during work hours Monday-Friday 08H00 – 14H00.
- b. The Caretaker reports to the Trustees and not to all owners regarding his duties.

17. LIABILITY FOR LEGAL COSTS:

- a. In the event of the Body Corporate instituting legal action or proceedings against an owner as a result of any breach of the Management or Conduct rule, or in terms thereof, such owner shall be liable to pay, in addition to party and party costs, all attorney client fees and disbursements on the scale as between Attorney and own client, including collection commission, on a scaled determined by The Law Society from time to time.

18. GENERAL:

- a. Do not do anything to prejudice the harmonious appearance of the building.
- b. Drains need to be kept unblocked by each owner for their unit.
- c. The trustees have the authority to add or amend the Conduct Rules at their discretion provided those rules are notified to all owners once registered at the Deeds Office.
- d. Fire hydrants may not be removed, damaged or tempered with.

19. LIABILITY / INDEMNITY:

- a. Parking is subject to the express condition that such car or vehicle is so parked at the Owner/Residents risk and responsibility and that no liability will attach to the Body Corporate and/or its agents for any loss or damage of whatsoever nature which the Owner or any person claiming through or under him, may suffer in consequences of having parked the vehicle in the aforesaid position.

20. PENALTIES:

- a. Should any owner be in breach of the abovementioned rules, a warning letter will be served on the owner. Should the violation continue, a fine will be charged to the owner's levy account whether in terms of the owner's violation, his tenant or any visitor in relation to him. For the first violation of any of the rules the fine is R500, increasing to R1000 if it occurs again. Thereafter if the same violation is repeated within a 12 month period the amount will double in each instance. If the violation is done by the tenant, the penalty fine will be legally recoverable from the owner.
- b. Fines are to be reviewed by the trustees annually.

21. LATE PAYMENT OF LEVIES

- a. The Trustees will impose interest for late payment of the levy account. The amount of interest will be determined, from time to time, at the discretion of the Trustees.

REPORTING OF DEFECTS AND ENQUIRIE Defects on common property (e.g. Faulty light bulbs) and enquiries may be directed to the managing agent

FOR AND ON BEHALF OF THE TRUSTEES

HET ATELIER BODY CORPORATE / AMENDED JULY 2019

UNIT NO: _____ NAME OF TENANT: _____

DATE _____

