

MEMBERSHIP AGREEMENT

Made and entered into by and between:

Waterkloof Heights Security Village NPC, Number 2002/005207/08 (hereinafter referred to as the “**Association**”)

and

I/We _____ with ID Number _____ and

_____ with ID Number _____ the undersigned, and

resident and/or the registered owner(s), or duly authorized representative of the _____ trust/CC/

Pty (Ltd) and owner(s) of Erf/Unit number _____ zoned as _____ street, and postal address

(hereinafter referred to as the “**Member**”, and jointly referred to as the “**Parties**”)

WHEREAS the **Member** intends to enter into and participate in the voluntary access control measures project (“the project”) of the **Association** and consent to the management of an agreed portion of Waterkloof Heights x 3 by means of access control measures permitted in terms of the Rationalization of Local Government Affairs Act of 1998 or any other relevant legislation, where necessary;

WHEREAS the **Member** consents to become a member of the **Association** (a Non-Profit Company) required to implement the access and security scheme proposals and to participate therein as proposed during a general meeting of the **Association** and undertake to pay the deposits and subscriptions as stipulated hereunder to give effect to the plan mentioned herein;

THEREFORE, the **Parties** agree as follows:

1. Subject to the conditions set out below, the **Member** agrees to pay the **Association** the following deposits and the monthly subscription fees as determined for the project at the following dates:

Purpose	Amount	Date Due
Capital Contribution – Instalment 1	R2,222.00	First month
Capital Contribution – Instalment 2	R2,222.00	Second month
Capital Contribution – Instalment 3	R2,222.00	Third month
Monthly Contribution (see below)	R945.00	Monthly by the 3rd

- 1.1. The **Capital Contributions** will be invoiced by the **Association** and becomes payable no later than the indicated dates.
- 1.2. The **Monthly Contribution** will also be invoiced by the **Association** and becomes payable upon joining. The **Monthly Contribution** is an estimate with the final amount derived from the monthly costs to operate the improved system of access control and security measures as consulted with the members of the **Association**, and the number of **Members** initially subscribing.

- 1.3. The **Monthly Contribution** as reflected in the table above is calculated as a pro rata contribution to the monthly expenses as provided in the costing schedule - this amount can change from time to time as the memberships grow or decrease, and the correct amount payable will be reflected on invoices to be sent by the **Association** to the **Member** from time-to-time. The **Association** in regular consultation with its **Members** will aim to keep this amount as affordable as possible.
2. Subject to the above, should the **Member** fail to pay his/her/its monthly subscription fees, or part thereof, the **Member** acknowledges that he/she/it will be held liable for any and all costs and disbursement that may arise by virtue of the enforcement of this agreement including but not limited to managing agent costs, legal fees on an attorney and client basis, counsel fees, tracing costs and collection commission and further indemnify the **Association** against said costs incurred.
3. The **Member** agrees to be bound by and uphold any reasonable rules and regulations as set out by the **Association**.
4. The **Member** agrees to cooperate with the **Association** and other **Members** of the project.
5. Should additional expenditure arise in the establishment of the project and a special contribution needs to be levied to cover this, a meeting of **Members** will be held to discuss the matter and a special **Members'** contribution agreed upon.
6. In the event of not reaching the 67% support as per the municipal requirement for the project, within 6 months or alternatively a reasonable extended period as may be deemed necessary in **the Association's** sole discretion, the **Member** agrees that the **Association** will be entitled to a R200.00 per capital contribution deposit received for the reimbursement of project administrative costs. All deposits and pro-rata interest received, less pro-rata bank charges and the said reimbursement for project administrative costs will then be refunded to the **Member**.

7. NOTICES

The **Parties** choose as their *domicilia citandi et executandi* for all purposes under this agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature as follows:

The **Association** nominates the address to be its registered address; and

The **Member** nominates the address of the property as stated on page 1 of this agreement.

8. PROTECTION OF PERSONAL INFORMATION ACT, NO. 4 OF 2013

By virtue of entering into this agreement, the **Member** hereby agrees to electronic communication with the **Association** and / or its authorized **Managing Agent** (as may be appointed from time to time and notified to the **Members**). The **Association** binds itself, and the **Member** agrees, to the use of the personal information of the **Member** solely for administrative purposes under this agreement, including invoicing and recovery of funds, and access control and security arrangements under the initiative. The **Member** will also ensure that his/her/its personal information for purposes of administration of the agreement are kept updated with the **Association** and / or its authorized **Managing Agent**, using the channels for such purpose as notified from time to time by the **Association** to the **Members**.

9. CANCELLATION / TERMINATION

Should either **Party** wishes to cancel this agreement, one (1) full calendar months' notice of the intention to cancel must be furnished to the other **Party** in writing, at their *domicilium citandi et executandi* address, by hand, e-mail or registered

mail.

10. No amendments hereto will be of force or effect unless reduced to writing and signed by the **Parties**.

11. The **Parties** acknowledge that this agreement was entered into voluntarily and bind themselves hereto.

SIGNED AT _____ THIS _____ DAY OF _____ 20____

AS WITNESSES:

MEMBER

SIGNED AT _____ THIS _____ DAY OF _____ 20____

AS WITNESSES:

For: Waterkloof Heights Security Village NPC
Number 2002/005207/08

Waterkloof Heights Security Estate						
Access control and security improvement plan - "Menu of options"						
What do we want to achieve	Inputs required	# of paying households	PER HOUSEHOLD		TOTAL BUDGET	
		46	Capital Contribution	Monthly Contribution	Capital Contribution	Monthly Contribution
Option B: Legalize and improve only what we currently have			6,668	945	306,747	43,118
	Tshwane application - preparation and submission costs		2,598		119,500	
	Improve current infrastructure		2,774		127,625	
	Project implementation / contribution admin / comms		1,165		53,599	
	Retain Security Company			717		33,000
	Provide for re-application every 2nd year			80		3,669
	Maintenance			33		1,500
	Insurances			30		1,400
	Levy administration and auditing			65		2,974
	Provision for unforeseen (50%)		131	21	6,024	575



Waterkloof Heights
Security Village NPC
Reg nr: 2002/005207/08

064 697 0814
admin@whse.org.za
www.whse.org.za
<https://www.facebook.com/groups/935122880367544/>
<https://www.instagram.com/waterkloofheights/>

Nondela Road
Waterkloof
Heights x 3
Pretoria
Gauteng

CONSENT AND POWER OF ATTORNEY

I/We _____ with ID Number _____ and

_____ with ID Number _____ the undersigned, and

resident and/or the registered owner(s), or duly authorized representative of the _____ trust/CC/

Pty (Ltd) and owner(s) of Erf/Unit number _____ zoned as _____ street, and postal address

_____ hereby:

Consent to the re-application for the closure of the agreed portion of Waterkloof Heights x3 by means of access control measures permitted in terms of the Rationalization of Local Government Affairs Act of 1998 or any other relevant legislation, where necessary;

Consent that, in terms of the Protection of Personal Information Act no. 4 of 2013, the personal information contained herein may be used by Streetsafe (Pty) Ltd, Number 1998/022753/07 and Waterkloof Heights Security Village NPC, Number 2002/005207/08 only to obtain the necessary approval from City of Tshwane for the said closure;

I/We hereby give Power of Attorney to Streetsafe (Pty) Ltd, Number 1998/022753/07 and Waterkloof Heights Security Village NPC, Number 2002/005207/08 to act on my/our behalf and to (in conjunction with the Steering Committee) implement the approval for road closure as received by the Local Municipality in and generally for effecting the purposes aforesaid, to do and to cause to be done whatsoever shall be required, as fully and effectually, for all intents and purposes as I might or could do if personally present and acting herein, hereby ratifying, allowing and confirming and promising and agreeing to ratify, allow and confirm all and whatsoever Streetsafe (Pty) Ltd and Waterkloof Heights Security Village NPC shall jointly lawfully do, or cause to be done by virtue of these presents.

Signed at _____ on this _____ day of _____ year _____ in the presence of the undersigned witnesses:

OWNER

OWNER

WITNESS

WITNESS

Telephone No: (Work) _____ (Home) _____

Cell: _____ e-mail address: _____