

## **DIE WEIDES 2022**

### **RENTAL AND SERVICE AGREEMENT**

#### **1. THE RENTAL AND SERVICE AGREEMENT**

The Landlord rents to the Tenant, who leases the Unit situated on the Premises on the terms and conditions set out herein.

#### **2. PERIOD OF AGREEMENT**

This Agreement shall commence on the Effective Date for a fixed term and end on the last day of the Rental Period being the Termination Date as per the Signature Page.

#### **3. DEPOSIT**

The Tenant pre-paid the Booking and Administrative Fee and the Deposit as per the Application Form.

#### **4. PAYMENT OF RENT BY THE TENANT**

The yearly Rental Amount payable by the Tenant to the Landlord and the payment dates are set out on the Application Form and the Booking Confirmation Letter. The Rental Amount must be paid without deductions as per the Application Form and the Booking Confirmation Letter.

The Tenant will be liable for interest on any late payments calculated from the due date to the date of final payment at a rate of 15.5 % per year with an additional administrative fee of R350 per default event.

#### **5. WATER, ELECTRICITY AND GAS**

The Unit and Communal Areas have prepaid electrical meters and where applicable, gas bottles. It is the Tenant's responsibility to purchase electricity for his own Unit. The tenants of the Building are collectively responsible to purchase electricity and gas for the Communal Areas. Water will be for the joint account of all the tenants of the Building.

#### **6. TENANT'S DUTIES AND OBLIGATIONS**

The Unit is a student-only residence, for occupation by students for educational purposes, whilst registered fulltime at a recognised educational institution. The Unit and Communal Areas must be used with care and with due regard for other tenants and in accordance with the House Rules. The Tenant will return the Unit and the Communal Area on the Termination Date, in the same good order and condition, fair wear and tear excepted, as he received it.

#### **7. UNIT IN GOOD CONDITION**

The Tenant acknowledges that he has inspected the Unit and the Communal Areas and expressly agrees to accept the Unit and the Premises in the condition as it stands. A list of damages, if any, will be submitted by the Tenant per email to the Agent within 7 (seven) days of occupation of the Unit. Should the Tenant fail to do so, the Unit and the Premises will be deemed free of defects.

#### **8. HOUSE RULES**

The Tenant acknowledges that he has read, understands and is bound by the House Rules and that the House Rules are an essential part of this Agreement. A breach of the House Rules

constitutes a breach of this Agreement. The Landlord expressly reserves the right to amend any House Rule at any time and will publish such amended House Rules on its website.

#### **9. SUB LEASING AND OCCUPATION**

No sub leasing is allowed and only one person may occupy the Unit at any time.

#### **10. LANDLORD'S RIGHTS AND OBLIGATIONS**

The Landlord shall maintain the exterior of the Building and keep it in good order and condition and be entitled to enter and inspect the Premises at all reasonable times plus erect building equipment and carry out repairs provided that the Landlord does not unreasonably or unnecessarily interfere with the Tenant's rights and provided further that the Landlord carries out the work as quickly as possible in the circumstances. The Landlord is entitled to show the Premises to prospective new tenants on one day's notice to the Student.

#### **11. DESTRUCTION OF/OR DAMAGE TO PREMISES**

11.1 If the Unit is destroyed or damaged to an extent which prevents the Tenant from having substantial beneficial occupation of the Unit, the Landlord shall reinstate the Unit (and if necessary, the Building) at its cost as quickly as possible in the circumstances. If it is not possible for the Landlord to reinstate the Unit within 2 (two) months of such damage or destruction, the Tenant shall be entitled to cancel this Agreement by giving written notice to the Landlord to that effect.

11.2 The Tenant shall not be liable for any Rental Amount for so long as he is deprived of beneficial occupation of the Unit but shall make payment of the rental due on a *pro rata* basis from time to time should he be given beneficial occupation of any part.

11.3 The Tenant shall have no claim against the Landlord as a result of the destruction or damage.

#### **12. BREACH AND CANCELLATION**

##### **12.1 Landlord's right to cancel**

If the Tenant fails to pay any amount due by it in terms of this Agreement on the due date thereof or commits any other material breach of this Agreement, and fails to make such payment or to remedy such breach within a period of 10 (ten) Business Days after receipt of written notice to that effect, the Landlord shall be entitled to, without further notice to the Tenant, cancel this Agreement without prejudice to any claim of any nature whatsoever which it may have against the Tenant as a result thereof.

##### **12.2 Tenant's right to cancel**

If the Tenant wishes to cancel this Agreement prior to the Termination Date, in terms of his right to do so as granted by the Consumer Protection Act, **the Tenant shall give the Landlord at least 20 (twenty) Business Days written notice of**

**its intention to do so.** In the event of such a requested cancellation, the Tenant will remain liable for the Rental Amount together with any other amounts due to the Landlord up to the cancellation date, plus a reasonable cancellation penalty based on, amongst other factors, the Rental Amount payable, the remaining duration of the Agreement and the prospect for re-letting. The Parties agree that if a suitable replacement tenant is not procured to replace the tenant prior to the cancellation date, the Landlord shall be entitled to charge a minimum cancellation penalty equal to 3 (three) months' rent plus an administration fee of R1,000.

Should any dispute arise as a result of this Agreement the Parties agree to the jurisdiction of the Stellenbosch Magistrate's Court.

### **13. INSURANCE**

The Tenant shall be responsible for his own short term insurance during the term of this Agreement for all items brought onto and kept on the Premises.

### **14. MOVING IN TO THE UNIT**

The Tenant will be entitled to occupation of the Unit on the Effective Date as per the Signature Page.

### **15. VACATING THE UNIT**

The Tenant shall on the Termination Date of this Agreement (for whatever reason) immediately vacate the Unit and at his cost, restore possession of the Unit and all keys, remotes, tags for the Premises to the Landlord in the same good order and condition as he received it, fair wear and tear excepted. Upon termination of this Agreement, the Tenant will arrange a joint inspection of the Unit with the Landlord at a mutually convenient time to determine if any damage was caused to the Unit during the Tenant's occupation thereof. If the Tenant fails to arrange such an inspection or fails to attend such mutually arranged inspection, the Landlord will inspect the Unit without the Tenant being present and its inspection sheet shall be final and binding on the Parties as to the condition of the Unit and the Communal Areas on the Termination Date.

### **16. CHOSEN ADDRESS FOR RECEIVING NOTICES**

The Parties choose as their service address for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses as per the Signature Page. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if reduced to writing notice per email will be acceptable.

### **17. INITIAL BOOKING & ADMINISTRATIVE FEE**

The Tenant pre-paid a Booking and Administrative Fee as set out in the Application Form.

### **18. GOOD FAITH**

The Parties shall in their dealings with each other display good faith.

### **19. INDEMNITIES**

The Landlord and its Agent shall not be liable for any loss, damages or injury suffered directly or indirectly by the Tenant or its visitors, arising from any cause whatsoever and the Tenant herewith expressly indemnifies the Landlord and its Agents against any loss, damage or injury which may arise from the use of the Premises as a whole / any part thereof.

### **20. WHOLE AGREEMENT, NO AMENDMENT**

This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof. No amendment or consensual cancellation of this Agreement or any provision or term hereof and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of/or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement shall be binding unless recorded in writing and signed by both parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party (save as to any extension, waiver or relaxation actually given) thereafter from exercising its rights strictly in accordance with this Agreement. To the extent permissible by law no party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

## 21. DEFINITIONS TO THIS AGREEMENT

- 21.1. **"Agent"** means the agent for the Landlord, Propnet South Africa (Pty) Ltd, a company duly registered with registration number 2014/074523/07;
- 21.2. **"Agreement"** means this Agreement between and any Annexures thereto which the Parties, by signing the Signature Page confirms and acknowledges that they have read, agree to and understand the contents of;
- 21.3. **"Annexure(s)"** means documents forming part of this Agreement, namely the completed Application Form, the Booking Confirmation Letter, the Signature Page, the House Rules and the Scope of application of POPIA;
- 21.4. **"Application Form"** means the online Application Form completed by the Tenant and submitted to the Agent on the Booking Date;
- 21.5. **"Booking and Administrative Fee"** means the non-refundable administrative fee levied by the Landlord per the Application Form and any other administrative fees levies from time to time;
- 21.6. **"Booking Confirmation Letter"** means the Booking Confirmation Letter confirming the booking, allocated Premises and Unit with final account details;
- 21.7. **"Booking Date"** means the date of submission of the Application Form with payment of the Administrative Fee and the Deposit by the Tenant;
- 21.8. **"Building"** means the building in which the Unit is situated as identified in the Booking Confirmation Letter;
- 21.9. **"Business Day"** means any day of the week, excluding Saturday, Sundays and public holidays;
- 21.10. **"Communal Area/s"** means the communal area(s) on the Premises and including the heat pumps and the electrical fencing;
- 21.11. **"Consumer Protection Act"** means Act 68 of 2008 as amended from time to time;
- 21.12. **"Deposit"** means the deposit paid by the Tenant on the Booking Date. The Landlord will pay the Deposit to a bank account of its choice, to be refunded to the Tenant with interest (less administrative fees levied by the Landlord's Agent on interest earned), into the bank account of the Tenant (indicated on the completed Application Form), within 21 days of the termination of the Agreement, subject to deduction of any amounts owed by the Tenant to the Landlord such as, but not limited to damages caused inclusive of broken, damaged, stained and/or missing Fixtures and Fittings, painting of the Unit and the Communal Area; replacement of lost keys/ cards, any unpaid Rental Amounts, fines and/or any other costs due to the Landlord;
- 21.13. **"Effective Date"** means the date when the Tenant is entitled to occupy the Unit as per the Signature Page;
- 21.14. **"Fixtures and Fittings"** means all fixtures, fittings, appliances and furniture supplied by the Landlord in the Unit and in the Building as fully described in the check-in sheet received by the Student on the Effective Date;
- 21.15. **"House Rules"** means the house rules applicable to all tenants and their visitors as amended from time to time and thereafter published on the Landlord's website;
- 21.16. **"Landlord"** means the Landlord as per the Signature Page, herein and in all matters pertaining to the rental of the Unit, duly represented by its Agent;
- 21.17. **"Month"** means a calendar month;
- 21.18. **"Parties"** means the signatories to this Agreement as per the Signature Page;
- 21.19. **"POPIA" (The Protection of Personal Information Act 4 of 2013)** means the Act that ensures that the processing of an individual's personal information does not infringe his/her right to privacy;
- 21.20. **"Premises"** means the entire erf with the Building and the units situated thereon;
- 21.21. **"Rental Amount"** means the amount as set out in the Booking Confirmation Letter, being the yearly rent payable by the Tenant in order for the Student to occupy the Unit and includes the services as per the Signature Page;
- 21.22. **"Rental Period"** means the fixed period of this Agreement as per the Booking Confirmation Letter, starting on the Effective Date and ending on the Termination Date;
- 21.23. **"Signature Date"** means the date on which this Agreement is signed by the last party to do so;
- 21.24. **"Signature Page"** means the Signature Page of this Agreement, signed by the Parties;
- 21.25. **"Student"** means the registered student with details per the completed Application Form, who will be occupying the Unit for the Rental Period and for whose right to occupancy the Tenant has entered into this Agreement. Any obligation, right and/or duty conferred in this Agreement on the Tenant is also an obligation, right and/or duty of the Student and therefore any reference in this Agreement to the Tenant will include the Student, and vice versa;

- 21.26. "**Tenant**" means the person as identified as such in the Application Form;
- 21.27. "**Termination Date**" means the date when the Unit must be vacated as per the Signature Page, or such earlier termination date in terms of this Agreement.
- 21.28. "**Unit**" means the individual unit to be occupied by the Student as identified in the Booking Confirmation Letter.

## **Annexure A: Scope of Application of the Protection of Personal Information Act 4 of 2013 (“POPIA”)**

### **For attention of Client – Scope of application of the Protection of Personal Information Act (POPIA) 4 of 2013**

Section 14 of the Constitution of the Republic of South Africa, 1996 provides that everyone has the right to privacy. POPIA protects individuals against the unlawful collection, retention, transfer and use of their personal information and aims to ensure that the processing of personal information does not infringe the right to privacy of the data subject.

**Personal information** is a broad term and relates to an identifiable, natural person or legal entity and includes, but is not limited to:

- Contact information – telephone number, email address, residential address, place of employment, etc;
- Private correspondence;
- Biometric information – like fingerprints;
- Demographic information – age, gender, race, date of birth, ethnicity etc;
- Credit checks,
- History – employment, financial information, medical history, criminal history as well as educational history.

The **data subject (you)** is the person or entity to whom the data (personal information) belongs.

#### **Rights of the data subject:**

Under POPIA, personal information may only be processed if you expressly consent to the processing of the personal information.

Your consent is not required where the processing of personal information:

- I. is necessary to carry out actions for the conclusion or performance of a contract to which you are party. For example, in our context, this would allow the agency to collect and use the personal information of a seller or buyer in a property sale transaction and share it with the conveyancing attorney. Such use (processing) must however be limited to the purpose of the transaction and only the information reasonably required may be obtained and shared under this exclusion. The collection, sharing and use of the information must furthermore be processed responsibly. For example, where an identity document is copied for the agent’s records, or sent to a conveyancer, responsible actions must be adopted to ensure that such records do not fall into the hands of third parties.
- II. complies with an obligation imposed by law on the responsible party (**Propnet South Africa (Pty) Ltd**). For example, where the agent collects proof of residence in order to comply with the Financial Intelligence Centre Act 38 of 2001, or asks a non-resident applicant tenant for a copy of a residence permit;
- III. protects your legitimate interest;
- IV. is necessary for the proper performance of a public law duty by a public body; and
- V. is necessary for pursuing the legitimate interests of us or of a third party to whom the information is supplied.

The personal information must ideally be collected directly from you, except in some instances, for example, where the information is already contained in, or derived from, a public record, or has deliberately been made public by you, or where collection of the information from another source would not prejudice your legitimate interest. For example, information in the deeds office database may be collected without consent and without the need to collect it directly from the client, because it is available on the (public) deeds office database. (Nonetheless, despite it

being derived from a public record, an agent must act responsibly when using and sharing the information so obtained).

**NOTE THAT YOU (DATA SUBJECT) MAY:**

- withdraw his/her/its consent at any time;
- request that we correct or delete personal information that is inaccurate, irrelevant and excessive (not necessary for the purposes, for example where the estate agent collected names and birth date details of a client's children without apparent need therefore), or which we are no longer authorised to retain.

**THE "RESPONSIBLE PARTY" IS US (Propnet South Africa (Pty) Ltd)**

We are the "responsible party," as we determine what information we will ask for from our clients, employees and service providers.

**Rights and responsibilities of Propnet South Africa (Pty) Ltd:**

We must ensure that:

- the information protection conditions are met;
- the processing is performed in a reasonable manner that does not infringe your privacy and is for a specific, explicitly defined and lawful purpose related to a function or activity of us;
- That you have been made aware of, inter alia, the nature of the information being collected, our identity and the purpose of the collection of the information; in relation to processing, such processing is adequate, relevant, and not excessive;
- That you have consented thereto, or the processing is necessary for the conclusion of a contract, complies with an obligation imposed by law, protects your legitimate interest, or is necessary for pursuing our legitimate interests or a third party to whom the information is supplied;
- the personal information is collected directly from you - unless the other exceptions apply, ie that you made the information public, that you consented to collection from another source, your interests would not be prejudiced by the collection, the collection is necessary per the grounds contemplated in POPIA, and the lawful purpose of the collection would be prejudiced or compliance is not reasonably practicable;
- you will continue to have access to the personal information (subject to certain exemptions); and
- We have taken appropriate technical and organisational measures to safeguard the security of the information.

**THE INFORMATION OFFICER**

POPIA requires that an Information Protection Officer be appointed. Ilzemarie Knoetze is the Information Protection Officer for **Propnet South Africa (Pty) Ltd**. You can contact her at [ilzemarie@theoffices.co.za](mailto:ilzemarie@theoffices.co.za).

The role of the information officer within an organisation is now governed by the provisions of PAIA (Promotion of Access to Information Act 2 of 2000) and POPIA.

The information officer is responsible for:

- ensuring that the organisation complies with the conditions of lawful processing of personal information;
- working with the Regulator in relation to any investigations conducted in accordance with the relevant provisions of POPIA;
- ensuring a compliance framework is developed, implemented, monitored and maintained;

- attending to a personal information impact assessment to ensure that adequate measures and standards exist within us, in order to comply with the various conditions for lawful processing of personal information as contemplated in POPIA;
- ensuring that a manual as contemplated in PAIA is developed, monitored, maintained and made available; and
- ensuring that internal awareness sessions are conducted regarding the provisions of POPIA, the regulations and any codes of conduct or information obtained from the Regulator.

The information officer is registered with the Regulator.

## **THE OPERATOR**

The operator is the party that performs the actual processing of your personal information on behalf of the us. The operator for **Propnet South Africa (Pty) Ltd** is the individual agent collecting the personal information.

### **If Propnet South Africa (Pty) Ltd appoints an operator then we:**

- retain ultimate accountability for an operator;
- must ensure that an operator must only processes the information furnished to it with the knowledge or authorisation of us, must treat personal information which comes to their knowledge as confidential and must not disclose it to others (unless required by law or in the course of the proper performance of their duties);
- must, in terms of a written contract between us and the operator, ensure that the operator which processes personal information for us, establishes and maintains the security measures as prescribed under POPIA.

### **Duties of the operator**

POPIA prescribes that an operator must notify us immediately where there are reasonable grounds to believe that your personal information has been accessed or acquired by any unauthorised person.

## **THE REGULATOR FOR DATA PROTECTION**

POPIA introduces and provides for the establishment of an independent supervisory authority, the Information Regulator. It is specifically tasked with the duty to monitor and police compliance with the data protection provisions contained in POPIA.

### **SUBMITTING COMPLAINTS TO THE REGULATOR**

Any person (you, as our client) may, either orally or in writing submit a complaint to the Information Regulator in the event of alleged interference with their rights to privacy.

After receipt of a complaint, the Information Regulator is obliged to investigate the complaint, act as a conciliator where appropriate and take further action as contemplated by POPIA. In exercising its investigative powers, the Information Regulator may, amongst other things:

- summon and enforce the appearance of persons;
- compel the provision of written or oral evidence under oath;
- receive evidence irrespective of whether such evidence is admissible in a court of law; and
- enter and search any premises occupied by a us.

Where necessary, the Information Regulator may apply to a judge of the High Court or a magistrate to issue a warrant to enable the Information Regulator to enter and search premises.

## **EFFECT ON CERTAIN MARKETING PROCEDURES**

## DIRECT MARKETING

### Electronic direct marketing and consent

According to POPIA, direct marketing is electronic communication that is directed at an individual or entity and which promotes or offers to supply any goods or services. Examples include emails, SMS messages, messages sent via social media platforms directly to a specific individual and advertising sent to a custom audience via social media platforms (ie, where it is known who the recipients are).

Once categorised as (electronic) direct marketing, we must ascertain whether an opt-in consent must be obtained. There are two scenarios.

- If this is a **first approach** to the person, consent must be obtained for any unsolicited (ie, that person did not ask for it) marketing to that person. In other words, where we as an estate agency want to contact a person for the first time with marketing communication which was not requested (unsolicited), we must obtain consent before sending electronic marketing to individuals. We may approach someone for direct marketing consent once only, and provided that they have not withheld consent previously. There is a form (Form 4) in the Regulations to POPIA that sets out an example of such a consent. We may use it as is, or choose to adapt it and make it more attractive than the legislature's attempt (whilst making sure the necessary information is contained therein so that the person knows at all times what marketing he is consenting to and from whom it will be received).
- **On the other hand**, when it comes to contacting our existing customers, there are three criteria that need to be met before we can start marketing to them directly:
  1. If the client's contact information was obtained in the context of a rendering a service (such as assistance with a sale or lease of immovable property);
  2. If we want to inform that client of similar offerings;
  3. If the client is given opportunities to refuse the direct marketing, both at the time the information is collected and every time marketing is directed to him/her. For example, if an agent has an existing relationship with a property investor in terms of which he or she shall find options in new developments for purposes of leasing, marketing new suitable developments to that client will generally be in order provided an opt-out option appears in each electronic marketing message.

We must further manage our own client databases effectively and keep records of where, how and when the personal information was initially obtained; whether the person is an existing customer and, if so, in respect of what products or services; whether the person has consented to receiving direct marketing; and whether the person has unsubscribed from receiving direct marketing.

#### It is advisable therefore to:

- use bulk email and SMS software that keeps track of opt-in and opt out information and automatically includes an automatic opt out on each message sent to existing clients and others that have opted-in to receive marketing; and to
- ask people directly if they may be added to the agency's database.

### Lead generator service providers

The business of buying and selling of personal information is tricky. In the context of POPIA, "personal information" refers to information relating to an identifiable, living natural person (and, where applicable, a juristic person), including your gender, marital status, age, identity number, email address, telephone number and physical address. There are a host of companies (like **Propnet South Africa (Pty) Ltd**) that have built up huge databases of contact



details (including phone numbers and email addresses of individuals) and these are bought and sold on the open market. Often, we as estate agents make use of these. The provisions in POPIA requires of such lead generation companies to process their databases in compliance with the Act. The generation of the lists must therefore be managed a lot more effectively than was the position in the past so that the records reliably record specific details, amongst other things: where, how and when the personal information was initially obtained; whether the person has 'opted in' or given their consent to be marketed to in this fashion.

### **Cold calling**

As mentioned before, **Propnet South Africa (Pty) Ltd** as estate agents may not without consent send unsolicited SMS's or automated calls, as these fall within the definition of direct marketing in POPIA. We may still do cold calling though, as this is a personal (not electronic) way of direct marketing and therefore not prohibited by the provisions of POPIA. The recipient of the call may ask the **Propnet South Africa (Pty) Ltd** agent to stop contacting him or her, and this must then be adhered to. However, where **Propnet South Africa (Pty) Ltd** uses lists purchased from a lead generation business, the position is trickier, as we will have to obtain confirmation from the lists provider that the records have been obtained and stored in a way that is compliant with POPIA and that consent is in place, as indicated above. That is generally difficult, as this was not the practice in the past to record the additional detail or to obtain consent. When obtaining these records, it will be advisable for **Propnet South Africa (Pty) Ltd** to obtain confirmation from the provider of the records, that the data provided has been obtained and recorded in a way that is POPIA compliant

### **DATA BREACH NOTIFICATION**

Where there are reasonable grounds to believe that your personal information has been accessed or acquired by an unauthorised person, **Propnet South Africa (Pty) Ltd** or any third-party processing personal information on instruction from **Propnet South Africa (Pty) Ltd** (the operator), must notify you and the Information Regulator. (Take note: Notice to the data subject is not required if the identity of the data subject cannot be established as a result of the breach, in the hands of the recipient.)

#### Notification to you (data subject) must be:

- made as soon as reasonably possible after the discovery of the breach;
- sufficiently detailed;
- in writing; and
- communicated to you by mail to your last known physical or postal address; or by email to your last known email address; or by placement in a prominent position on the website of us; or by publication in the news media; or as may be directed by the Information Regulator.

### **SANCTIONS**

It has been noted above that the Information Regulator is responsible for the investigation and enforcement of POPIA. A person contravenes the provisions of POPIA if he/she:

- hinders, obstructs or unlawfully influences the Information Regulator;
- fails to comply with an information or enforcement notice;
- gives false evidence before the Information Regulator on any matter after having been sworn in or having made an affirmation;
- contravenes the conditions;
- knowingly or recklessly, without the consent of us obtains, discloses, or procures the disclosure, sell, or offers to sell your details to another person; and will be guilty of an offence.

Contravention of POPIA could result in far-reaching sanctions, these include the imposition of fines up to R10 million, imprisonment for a period of 12 months to 10 years and/or a damage claim by you.

## **DATA RETENTION**

In terms of POPIA, records of personal information must not be retained any longer than is necessary for achieving the purpose for which the information was collected or subsequently processed. Refer to Data Retention in the full POPIA Policy on our website ([www.sapropnet.co.za](http://www.sapropnet.co.za))

Personal information may however be retained for longer periods if:

- retention of the record is required or authorised by law;
- **Propnet South Africa (Pty) Ltd** reasonably requires the record for lawful purposes related to its functions or activities;
- retention of the record is required by a contract between the parties thereto; or
- the data subject or a competent person, where the data subject is a child, has consented to the retention of the record.

Notwithstanding these exceptions, records of personal information may be retained for periods in excess of these mentioned for historical, statistical, or research purposes if **Propnet South Africa (Pty) Ltd** has established appropriate safeguards against the records being used for any other purposes.

## **DATA TRANSFERS AND OUTSOURCING**

POPIA provides that **Propnet South Africa (Pty) Ltd** may not transfer personal information about you to a third party in a foreign jurisdiction unless:

- the recipient is subject to a law or contract which: upholds principles of reasonable processing of the information that are substantially similar to the principles contained in POPIA;
- includes provisions that are substantially similar to those contained in POPIA relating to the further transfer of personal information from the recipient to third parties;
- you consent to the transfer;
- the transfer is necessary for the performance of a contract between you and us, or for the implementation of pre-contractual measures taken in response to your request;
- the transfer is necessary for the conclusion or performance of a contract concluded in your interest between us and a third party; or
- the transfer is for your benefit and it is not reasonably practicable to obtain your consent to that transfer; and if it were reasonably practicable to obtain such consent, you would be likely to give it.

## **THE PROCESS TO REQUEST FOR ACCESS AND CHANGES TO PERSONAL INFORMATION UNDER POPIA**

You have to follow the following process when you want **Propnet South Africa Pty (Ltd)** to confirm that we are holding personal information about you; want a description of the information or want to correct such personal information held.

**The full extent of the process is set out in the POPIA Policy for Propnet South Africa (Pty) Ltd**

- **Section 23** of the POPIA states that a data subject may request a responsible party to confirm that they are holding personal information about the data subject and may obtain a description of that information and details about who has had access to it. Where such a request is received, the matter must be referred to the Information Protection Officer who will ensure that the correct procedures are adopted.

- **Section 24** of the POPIA, provides for a right to request correction of personal information held by a responsible party if it is inaccurate, incomplete, misleading, out of date, and obtained unlawfully, irrelevant or excessive. Where such a request is received, the matter must be referred to the Information Protection Officer who will ensure that the correct procedures are adopted.

## **CONCLUSION**

The POPIA Policy for **Propnet South Africa Pty (Ltd)** has to be implemented and followed by both **Propnet South Africa Pty (Ltd)** and their Data subjects (you).

The full POPIA Policy can be found on our website ([www.sapropnet.co.za](http://www.sapropnet.co.za)).