



CARTWRIGHTS CORNER

**THE BODY CORPORATE OF
CARTWRIGHTS CORNER
SS 531/2005**

NOTICE OF THE 19th ANNUAL GENERAL MEETING

We kindly invite you to attend the upcoming Annual General Meeting, as important matters related to the financial affairs of your scheme, which impact all owners, will be discussed. We kindly request that you prioritise attendance of this meeting. If you are unable to attend, please consider nominating a proxy using the enclosed form and sending it to jaco@lime.capetown. This will help ensure that the meeting proceeds as planned without any delays or unnecessary costs due to a lack of quorum.

If you wish to nominate someone for the position of Trustee of the Body Corporate, please complete the enclosed nomination form and return it to our office no later than 48 hours before the meeting.

If you have any financial queries, please ensure they are submitted to our office at least 48 hours before the scheduled meeting time.

Due notice is hereby given in terms of the Sectional Titles Schemes Management Act Prescribed, rule 15 for ordinary business.

(1) Subject to sub-rule (7), at least 14 days' written notice of a General Meeting specifying the place, date and hour of the meeting must be given to—

- (a) all members;
- (b) all registered bondholders;
- (c) all holders of future development rights; and
- (d) the managing agent.

**NOTICE IS HEREBY GIVEN THAT THE ANNUAL GENERAL MEETING OF
CARTWRIGHTS CORNER BODY CORPORATE WILL BE HELD ON 9 APRIL 2025 AT
17:30 AS A HYBRID MEETING, BOTH IN PERSON AT THE GYM AT
CARTWRIGHTS CORNER AND ONLINE VIA MEETINGPAL.**

AGENDA

Order of business

STSM PMR 17 (6)

1. **ATTENDANCE**
Confirm Proxies, Nominees and other persons representing members;
2. **QUORUM**
Determine that there is a quorum;
3. **ELECT CHAIRPERSON FOR MEETING**
Elect a person to chair the meeting, if necessary;
4. **NOTICE**
Present to the meeting proof of notice of the meeting or waivers of notice;
5. **APPROVAL OF THE AGENDA**
Approve the agenda;
6. **APPROVAL OF PREVIOUS MINUTES**
Approve the minutes from the 2024 AGM AND SGM;
7. **MATTERS ARISING FROM PREVIOUS MINUTES**
Deal with unfinished business,
8. —
 - 8.1. Receive reports of the activities and decisions of trustees since the previous general meeting, including reports of committees;
 - 8.2. Approve the schedules of insurance replacement values referred to in rule 23(3)¹, with or without amendment;
 - 8.3. Determine the extent of the insurance cover by the body corporate in terms of rules 23(6)², (7)³ and (8)⁴;
 - 8.4. Approve the budgets for the administrative and reserve funds for the next financial year;
 - 8.5. Consider the annual financial statements;
 - 8.6. Appoint an auditor to audit the annual financial statements,

8.7. If the body corporate has more than four members who are owners of primary sections and is not managed by an executive managing agent in terms of rule 28⁵, determine the number of trustees to be elected to serve during the next financial year; and

8.8. Elect the Trustees;

9. SCHEME RULES

Report on the lodgement of any amendments to the scheme's rules adopted by the body corporate under section 10⁶ of the Act and, if applicable, table a consolidated set of scheme rules;

10. Deal with any new or further business;

11. Determination of the domicilium citandi et executandi of the body corporate;

12. Give directions or impose restrictions referred to in section 7(1)⁷ of the Act; and

13. Dissolve the meeting.

1. PMR 23(3) A body corporate must obtain a replacement valuation of all buildings and improvements that it must ensure at least every three years and present such replacement valuation to the annual general meeting.
2. PMR 23(6) A body corporate must take out public liability insurance to cover the risk of any liability it may incur to pay compensation in respect of —
 - a. any bodily injury to or death or illness of a person on or in connection with the common property; and
 - b. any damage to or loss of property that is sustained as a result of an occurrence or happening in connection with the common property, for an amount determined by members in general meeting, but not less than 10 million Rand or any such higher amount as may be prescribed by the Minister in any one claim and in total for any one period of insurance.
3. PMR 23(7) A body corporate must take out insurance for an amount determined by members in general meetings to cover the risk of loss of funds belonging to the body corporate or for which it is responsible, sustained because of any act of fraud or dishonesty committed by a trustee, managing agent, employee or other agent of the body corporate.
4. PMR 23(8) A body corporate, authorised by a special resolution of members, may insure any additional insurable interest the body corporate has —
 - a. in the land and buildings included in the scheme; and
 - b. relating to the performance of its functions, for an amount determined in that resolution.
5. PMR 28(1) The body corporate may, by special resolution, appoint an executive managing agent to perform the functions and exercise the powers that would otherwise be performed and exercised by the trustees.
6. STSM 10(1) A scheme must as from the date of the establishment of the body corporate be regulated and managed, subject to the provisions of this Act, by means of rules.
7. STSM 7(1) The functions and powers of the body corporate must, subject to the provisions of this Act, the rules and any restriction imposed, or direction given at a general meeting of the owners of sections, be performed and exercised by the trustees of the body corporate holding office in terms of the rules.

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 a 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:	CARTWRIGHTS CORNER BODY CORPORATE
SS Number / year:	SS 531/2005

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) on the terms set out below.

Member Name(s):	
Unit Numbers:	
Proxy Name:	

This appointment applies to: (tick one of the following)

☐	The general meeting to be held on:	<table border="1"> <tr> <td>Y</td><td>Y</td><td>Y</td><td>Y</td> <td>/</td> <td>M</td><td>M</td> <td>/</td> <td>D</td><td>D</td> </tr> </table>	Y	Y	Y	Y	/	M	M	/	D	D
Y	Y	Y	Y	/	M	M	/	D	D			
☐	All general meetings held before:	<table border="1"> <tr> <td>Y</td><td>Y</td><td>Y</td><td>Y</td> <td>/</td> <td>M</td><td>M</td> <td>/</td> <td>D</td><td>D</td> </tr> </table>	Y	Y	Y	Y	/	M	M	/	D	D
Y	Y	Y	Y	/	M	M	/	D	D			
☐	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)*

1. My proxy has the power to substitute a third party instead of themselves as my agent if they are not able to exercise this proxy appointment due to the restrictions contained in the provision to section 6(5) of the Sectional Title Schemes Management Act, 8 of 2011.

Delete if not applicable

Signature(s) of members giving mandate:

	Y	Y	Y	Y	/	M	M	/	D	D

Signature of person accepting mandate:

	Y	Y	Y	Y	/	M	M	/	D	D

1. This form of proxy should be completed and returned to the Managing Agent by email to jaco@lime.capetown.
2. Companies and other corporate bodies are advised to appoint a representative in terms of section 57(2) and (3) read in conjunction with section 66(1) of the Companies Act of 2008, for which purpose a duly certified copy of a resolution appointing such a representative should be lodged with the Body Corporate, as set out in (1) above.
3. This proxy will be valid for the Annual General Meeting to be held on the 9th of April 2025, and at any adjournment thereof.

CARTWRIGHTS CORNER BODY CORPORATE

SS 531/2005

NOMINATION FOR TRUSTEE

Annual General Meeting to be held on 9 April 2025

I/We _____ owner/s of section _____

hereby nominate _____
to hold office as a Trustees of the Body Corporate.

Signed on _____ at _____

Owner/s Signature

For the nominee completion:

I, _____ hereby , consent to the above nomination
and confirm that:

1. I am prepared to act as a Trustee of the Body Corporate.
2. As a Trustee I shall be in a fiduciary relationship to the members of the Body Corporate and shall at all times act honestly and in good faith.
3. I shall exercise my powers and functions as a Trustee in the interest of the members and shall not exceed my assigned powers and functions.
4. I am not disqualified from being appointed or acting as a Trustee in terms of the provisions of the STSMA or Management Rules.
5. I undertake to acquaint myself with the statutory duties of a Trustee and to the applicable legislation applicable to the scheme.

Signed on _____ at _____

Signature

CARTWRIGHTS CORNER BODY CORPORATE

SS 531/2005

MINUTES OF THE ANNUAL GENERAL MEETING OF CARTWRIGHTS CORNER BODY CORPORATE HELD ON THURSDAY 7 MARCH 2024 AT 17h30. A HYBRID MEETING TOOK PLACE WHEREBY OWNERS WERE GIVEN THE OPTION TO ATTEND IN PERSON OR ELECTRONICALLY VIA A ZOOM CALL. THE VENUE WAS THE 4TH FLOOR GYM FACILITY AT CARTWRIGHTS CORNER

1. ATTENDANCE REGISTER

Meeting Pal were contracted by the Trustees to co-ordinate and facilitate the attendance register as well as the voting polls for the respective resolutions to be voted on.

2. NOTICE

The notice convening the meeting was taken as read.

3. PROXIES & APOLOGIES

The following proxies were noted:

Unit 505 appointing C. Goott
Unit 508 appointing A. Hollander
Unit 707 appointing M. Jordaan
Unit 1303 appointing M. Middelhoven
Unit 1601 appointing J. Sandstrom
Unit 2202 appointing C. van Zyl

Unit 507 appointing G. Spreeth
Unit 705 appointing C. Roper
Unit 1205 appointing A. Hollander
Unit 1506 appointing G. Spreeth
Unit 1604 appointing C. Goott

4. QUORUM

An adequate quorum of 41.97% of members present in person and proxy by value (P.Q) was attained. As the quorum was attained, the meeting proceeded.

5. MINUTES OF PREVIOUS GENERAL MEETINGS

- a. There were no queries to the previous AGM minutes.
- b. A poll was launched by Meeting Pal for members to vote to conclude the approval of the previous AGM minutes.
- c. The minutes of the 17th Annual General Meeting held on 26th January 2023 were approved as 100% of the members present voted in favour. **(Resolution No. 1)**

6. TRUSTEES REPORT

Chairman's Report

Dear owners,

PREAMBLE: I am delighted at having been Nominated as Chair for the past year and have enjoyed working together with a proactive and positive board of Trustees. We have faced many challenges this last year, especially around that of finances and the costs of our levies. Professional and constructive input from our trustees on these challenges has resulted in what we believe will be financially viable proposals as discussed below under Finances.

At the last AGM held on the 26th of January, a new board of trustees were elected-namely:

1. Andre Hollander (Chairman)
2. Mark Middelhoven.
3. Lizo Ngqobongwana
4. Gill Spreeth
5. George Tullis

Cartwrights Corner requires that we invest in our building to ensure it remains appealing and to improve the returns in capital values, rents, and quality of living for all our owners, tenants, and guests. We are in a

fortunate position of having an iconic building, architecturally noteworthy, conveniently located, with great views and not subject to load shedding. All this makes it a great place to own, live and stay provided it is kept in good condition.

10 YEAR MAINTENANCE PLAN: As you are aware, the 10-year maintenance plan is a requirement for which we plan well in advance. This last year has seen us identifying several cost centres which have to be added to the maintenance plan. In addition to this, some Capex expenses are to be proposed in the AGM requiring a special levy as the sums are too large to include in the 10-year maintenance plan.

FINANCES: For the fiscal year of 2023 (Jan-Dec) our Total income exceeded our Total expensed by R829 803.00. However, whilst much of this is due to good cost control our current 10 year maintenance reserve fund falls short of the anticipated funds required. Considerable debate ensued in rationalising the increase to the proposed reserve fund based on the following items that need to be added to the 10 year-maintenance plan:

1. Carpet replacement
2. Adding back required security.
3. Upgrading Gym
4. 23rd floor window repairs
5. Ongoing unplanned expenses and breakdowns

The Reserve fund is proposed to be increased by 45%.

SPECIAL LEVIES:

1. **HVAC:** Our HVAC system which will be obsolete by 2035, is needing replacement and we are proposing a special levy in order to timeously collect funds so that works can commence in 2030. Further details will be discussed under the agenda in the AGM. Scope of works amounts to R9million.
2. **SPALLING:** The upkeep of the exterior of our building is in serious need of a maintenance. As this is an expensive exercise, we are will also proposing a special levy. Substantial research was undertaken and the full scope of works is R6 6million. Further details will be discussed under the agenda in the AGM.

23RD FLOOR WINDOW'S: Various experts were consulted and it is the trustees accepted view that the windows on the top floor apartments were not correctly installed in 2005. The scope of works amounts to R960 000. The request for final written submissions on the 50/50 payment issue was sent and received in November 2023 by the Ombudsman and the matter is now with the adjudicator awaiting an adjudication order. The matter concerns the allocation of costs for the repairs. Owners will be able to decide whether they wish to commence this project. It is anticipated that not all owners would need this repair work to be done. Immediate repairs are needed to some of the more adversely effected apartments and these repairs are planned for the first quarter of 2024.

BUILDING MANAGEMENT: Cartwright corner has benefited greatly from the expertise and practical know how or our building manager JD Eats and his assistant Brent Filander. Many of the tasks that would previously have been contacted externally have been done internally by JD and his team and have resulted in significant savings. We estimate the savings to the capital budgets of Cartwright to be in the region of R110 000. As a large portion of Cartwrights Corner is let through booking.com and other Letting agents, we are pleased to report that the participation and communication between our Building Manager, Trustees and our agents have been constructive and have resulted in a good symbiotic working relationship.

SECURITY: This has been a major concern during 2023 and several initiatives and decisions were taken to improve our security arrangements. An additional guard was reinstated towards the end of 2023 and the board recently decided that this would be a permanent addition. The additional guard has returned our security compliment to 7 people on a 24/7 basis. This has had an immediate impact on reducing undesirable behaviour in and around our building. Access to Armagaurd's area supervisor in Cape Town to

deal with problems as well as access to their armed response as needed was also put into place. The bottle store on the corner of Darling and Adderley as well as the bike repair shop on Longmarket are undesirable and efforts to address this with the applicable bodies will receive further attention in 2024.

CONDUCT RULES: *Extensive work was carried out by the Trustees regarding the revision of the conduct rules. DVDm Sectional title attorneys were employed to assist in drafting acceptable amendments to the existing conduct rules. The trustees have reviewed these changes and a final TVDM approved version will be circulated to all owners for a special resolution to be passed at this AGM. Upon finalisation of all input and resolution, the amended rules will be submitted to CSOS (Community Schemes Ombud Service Act no 9 of 2011) for final approval.*

CARPETS: *The current carpeting installed in 2005 has worn well, but some floors are looking decidedly shabby. The carpet is still available and the Board has decided on a rolling program over 5 years starting with the five worst floors. Initial estimates are around R95k/floor.*

LIFTS/KONE: *This account was resolved in June 2023 with the following of note. Penalty was retained to the value of R903 393.20.*

GENERAL: *A detailed maintenance activity list concluded in the last year has been complied by our Building Manager and will be include in the AGM board pack.*

CLOSING: *The preserving of our building requires dedicated and special care. We are most grateful for the combined effort of our trustees and our resident Building management team in coping with the many challenges in the past year. A special word of thanks also to the Owners and Agents in the building that have greatly contributed to the effective management thereof.*

It has been a pleasure to represent you as your appointed trustees. We look forward to you joining us at the AGM.

*Yours Sincerely,
Chairman and board of Trustees.*

7. FINANCIAL STATEMENTS

- a. A query was raised with regards to tax and why the Body Corporate is required to pay tax.
- b. B. Walters responded and noted that tax is not actually paid, a provision needs to be made for accounting practice and this is why there is a figure represented on the financial statements. There were no further queries.
- d. A poll was launched by Meeting Pal for members to vote to conclude the approval of the Audited Financial Statements for the year ended September 2023.
- e. The Audited Financial statements were approved as 100% of the members present voted in favour. **(Resolution No. 2)**

8. APPROVAL OF BUDGET

- a. Two budget proposals were presented to the members for consideration:
 - i. Option 1 - 10% increase on admin levy as implemented effective from 1 October 2023 (as approved by the Trustees).
 - ii. Option 2 - 10% increase on admin levy as implemented effective from 1 October 2023 as well as a 45% increase to the reserve fund levy.
- b. Several queries were raised regarding the motivation for the 45% increase to the reserve fund levy. A Hollander responded noting that there are a few issues that require urgent attention such as replacement of carpets to all lift lobby common areas on each floor, which essentially can be done based on the condition of the respective floor. The equipment in the gym is outdated and some machines need replacement. There is also the matter of the replacement of the windows to the 23rd floor that is one of the most critical replacement items that needs to happen in this quarter of the year.

- c. A poll was created by Meeting Pal for members to vote to conclude the approval of the budget for the period 1 October 2023 – 30 September 2024.
- d. The results were noted as follows:
 - i. Keep 10% increase to admin levy effective from 1 October 2023 – **93.26%** of members by P.Q voted in favour.
 - ii. Increase reserve fund levy by 45% effective from 1 September 2023 – **82.06%** of members by P.Q voted in favour.
- e. It was resolved to keep the 10% increase on the admin levy and to increase the reserve fund levy by 45% effective from 1 October 2023.

9. SCHEDULE OF INSURED REPLACEMENT VALUES

- a. It was confirmed that the Body Corporate is currently covered for R100 000 000 in terms of public liability.
- b. There were no queries to the sum insured schedule of replacement values.
- c. A poll was launched by Meeting Pal for members to vote to conclude the approval of the sum insured schedule of replacement values.
- d. The sum insured schedule of replacement values were approved as 100% of the members present voted in favour.
(Resolution No. 3)

10. AUDITOR

- a. Cecil Kilpin & Co compiled the audit for the September 2023 year end.
- b. A poll was launched by Meeting Pal for members to vote to conclude the appointment of an auditor.
- c. It was resolved that the incoming Trustees are authorized to appoint an auditor for the 2024 year-end.
(Resolution No. 5)

11. DETERMINATION OF NUMBER OF TRUSTEES FOR THE ENSUING YEAR

- a. T. Bapoo noted that there were seven nominees received. The members debated on whether to set the maximum number at five or seven. It was resolved to put the two notions to a vote.
- b. A poll was launched by Meeting Pal for members to vote to appoint a maximum of five or a maximum of seven Trustees.
- c. The majority of members voted in favour of appointing a maximum of five Trustees for the ensuing year (70.27%).

12. ELECTION OF TRUSTEES

- a. The following members were nominated prior to the meeting:

G. Spreeth	L. Ngqobongwana
G. Tullis	A. Hollander
H. Mahomed	G. Coetzee
R. Mashile	

- b. The maximum number of Trustees was set at five. A poll vote was created and launched by Meeting Pal for members to select five of the seven nominees only and the voting was concluded as follows:

G. Spreeth	- 92.42% of PQ weight voted for G. Spreeth
L. Ngqobongwana	- 79.72% of PQ weight voted for L. Ngqobongwana
G. Tullis	- 79.58% of PQ weight voted for G. Tullis
A. Hollander	- 64.92% of PQ weight voted for A. Hollander
R. Mashile	- 56.20% of PQ weight voted for R. Mashile
G. Coetzee	- 52.74% of PQ weight voted for G. Coetzee
H. Mahomed	- 47.83% of PQ weight voted for H. Mahomed

- d. The following members were elected as Trustees until the next AGM:

A. Hollander	R. Mashile
G. Spreeth	G. Tullis
L. Ngqobongwana	

13. TEN YEAR MAINTENANCE PLAN

- a. The following expenses were funded from the reserve fund for the 2023 financial year:

Access Control	208 302,48
Aerials / Satellite Dishes	52 039,23
Building	690 862,52
Carpets	171 487,82
Electrics	269 369,10
Fire Control Systems	612 622,75
General	34 281,50
HVAC & Extraction	72 673,39
Painting and Waterproofing	71 693,00
Roller Door	23 197,96
Transformers Oil Service	109 825,00
Roofing	97 268,00
Water Storage & Booster Pumps	84 220,00
City of Cape Town - Deposit Payable	68 750,00
Balance of Payment - Lift Replacement Project	237 823,32
Pumps	26 162,50
Basement Lift Replacement Drive	79 454,44

- b. A poll was launched by Meeting Pal for members to vote on concluding the approval of the 10-year maintenance plan.
- c. It was resolved that the 10-year maintenance plan is approved as 97.17% of members voted in favour. **(Resolution No. 6)**

14. ANY DIRECTIONS AND / OR RESTRICTIONS TO THE INCOMING TRUSTEES IN TERMS OF SECTION 39(1) OF THE ACT.

The following directives were given to the incoming Trustees:

- Directive to investigate the Tops license and trading hours as this was raised during the meeting by one of the members.
- The members resolved to request the incoming Trustees to prepare a short biography/summary of themselves with respect to their motivation behind wanting to be a Trustees and what their vision is for the building going forward.
- The members resolved for the Trustees to investigate the legality of making Cartwrights Corner a smoke-free building.

15. DETERMINATION OF THE DOMICILIUM CITANDI ET EXECUTANDI OF THE BODY CORPORATE.

There were no objections to keeping the domicilium at the offices of Land & Sea:

Cartwrights Corner Body Corporate c/o Land & Sea
15 Grotto Mews
3 Grotto Road
Rondebosch
7700

16. CONFIRMATION BY THE AUDITORS THAT ANY AMENDMENT, SUBSTITUTION, ADDITION OR REPEAL OF THE RULES HAS BEEN SUBMITTED TO THE REGISTRAR OF DEEDS FOR FILING.

There have been no amendments, substitutions, additions, or repeals to the rules of the body corporate since the last AGM.

T. Bapoo noted as per the Chairmans report, there is an amended set of conduct rules that have been prepared by the Trustees with the assistance of a Sectional Title attorney, TVDM in accordance with being compliant with CSOS. These proposed amended rules will be sent out to all owners for revision and comments will be welcome. The rules will essentially be proposed to be accepted by passing a Special Resolution of the members by round robin.

17. DISCUSSION RE SPECIAL LEVY FOR HVAC REPLACEMENT (R 9 000 000)

18. DISCUSSION RE SPECIAL LEVY FOR SPALLING REPAIRS (R 6 600 000)

A long discussion took place regarding the necessity to raise sufficient funds to cover the costs of both HVAC systems as well as carry out the required external building spalling repairs. The Trustees noted that several opinions were obtained particularly for the HVAC system upgrade/replacement. The reality is that the system can be maintained at least until the year 2030 where thereafter the gas required will no longer be readily available. The Trustees were also advised that replacing and upgrading the HVAC system will immensely reduce the electricity load required to operate the system.

The members proposed to vote on authorising the Trustees to impose the necessary Special Levies however, due to a lack of quorum as the meeting progressed, a vote was not able to take place.

18. GENERAL/ANY OTHER BUSINESS

None.

There being no further business to discuss, the meeting was closed at 21h55

Chairman/Trustee

CARTWRIGHTS CORNER BODY CORPORATE

SS 531/2005

MINUTES OF THE SPECIAL GENERAL MEETING OF CARTWRIGHTS CORNER BODY CORPORATE HELD ON THURSDAY 1 AUGUST 2024 AT 17h00 VIA AN ONLINE ZOOM CONFERENCE CALL

1. ATTENDANCE REGISTER

All members present confirmed their attendance by noting their name and unit number in the online chat box.

2. PROXIES AND APOLOGIES

Owner of units 705, 908 and 1901 appointed proxy to A. Hollander

Owner of unit 707 appointed proxy to M. Jordaan

Owner of unit 1403 appointed proxy to the Chairman

Owner of unit 1506 appointed proxy to G. Spreeth

3. QUORUM

There were 44 members present online in person and by proxy representing 35,48% by number and 41,9% in value (PQ), therefore an adequate quorum was attained.

4. NOTICE

To present proof of notice of the meeting.

5. SPECIAL LEVY DISCUSSION - HVAC REPLACEMENT (R 9 000 000) & SPALLING REPAIRS (R 6 600 000)

The Trustees have by means of a resolution, agreed to raise two special levies for:

- Replacement and upgrade to the HVAC system (R 9 000 000)
- Spalling repairs to the building (R 6 600 000)

- Several questions were raised for discussion by members pertaining to the two special levies.
- With regards to the spalling repairs, there was consensus from the members that these works are urgent and cannot be delayed for too long. Due to the large sum of funds involved to carry out both projects, it was suggested to enquire whether a 'Project Loan' or 'Project Funding' can be obtained. The purpose of having the funds upfront would allow the Body Corporate to carry out the projects sooner. By raising the funds via a special levy, there is the risk of delays and inflationary increases to the quotations that have been procured.
- The poll vote was amended to include an option to 'Investigate a finance option'.
- A poll was launched for members to vote on the terms pertaining to the collection of the special levies. Several options were provided for the members to vote on, the results are tabled as follows:

HVAC Special Levy (R 9 000 000)

Approve, to be collected over a period of 3 years	31,25% of members voted for
Approve, to be collected over a period of 5 years	68,75% of members voted for
Investigate a finance option	64,29% of members voted for
Run both projects simultaneously	66,67% of members voted for
Run projects one after the other	33,33% of members voted for

Spalling repairs Special Levy (R 6 600 000)

Approve, to be collected over a period of 3 years	66,67% of members voted for
Approve, to be collected over a period of 5 years	33,33% of members voted for
Investigate a finance option	68,97% of members voted for
Run both projects simultaneously	61,11% of members voted for
Run projects one after the other	38,89% of members voted for

As the resolutions above are classified as ordinary resolutions, a majority vote is required to pass the resolution. Based on the voting results above, the following was resolved:

- The Special levy for the HVAC is to be collected over a period of 5 years.
- The Special levy for the spalling repairs is to be collected over a period of 3 years.
- The members resolved to investigate a finance option.
- The members resolved that both projects should run simultaneously.

6. SPECIAL RESOLUTION

- i. The Trustees have proposed to amend the conduct rules as the existing rules are outdated and do not comply with the dynamics of the day-to-day operation of the scheme. The proposed changes have also been reviewed to be compliant with CSOS and its regulations. It is hereby proposed to pass a Special Resolution to amend the schemes rules as follows:
- ii. In terms of section 10(2)(b) of the Sectional Titles Schemes Management Act 8 of 2011 ("the STSMA") it is resolved that the amendments to the Conduct Rules of the Body Corporate, more fully explained on the draft proposed amended Conduct Rules, annexed hereto, be approved and that the amended Conduct Rules, once approved by Special Resolution, be lodged with the required notification ("Form B"), in terms of section 10(5)(a) of the STSMA, with the Chief Ombud of the Community Schemes Ombud Service, for examination and approval for filing, in terms of section 10(5)(b) of the STSMA, whereafter the Chief Ombud will issue a certificate of approval in terms of section 10(5)(c) of the STSMA, the approved amended Conduct Rules coming into operation on the date of the issuing of the certificate in terms of section 10(5)(d) of the STSMA.
- iii. There were no questions or comments from the members present with regards to the proposed amended rules.
- iv. A poll was launched for members to vote on passing a Special Resolution to accept the proposed amended rules.
 - 96,43% of members represented by number and 98,17% by value voted in favour of approving the proposed amended conduct rules.
 - 3,57% of members represented by number and 1,83% by value voted against approving the proposed amended conduct rules.
- v. A Special Resolution requires a quorum to vote, and 75% of that quorum must agree to the proposed special resolution to pass the special resolution. There was an adequate quorum and more than 75% of members voted in favour of passing the special resolution.



CHAIRPERSON'S REPORT

March 2025

Dear Owners.

2024/25 has been a period of much activity with our team. I would like to extend my gratitude to our professional board of trustees and our building management team in the combined effort in attending to the multitude of matters tackled during this past year. It has been a pleasure being tasked to look after our building and this was made more enjoyable due to their combined work ethic and positive approach.

We will highlight some of the significant matters within this report for your attention.

AGM: We do apologise for the late date of this year's AGM. 2 factors influenced this decision:

- Lime was appointed as our managing agent from the 1st of December 2025. This required the necessary time for a comprehensive handover to take place between Lime and the previous managing agent Land and Sea.
- The audited financial statements for the year ending September 2024 required close scrutiny under the guidance of Lizo Mgqobongwana and the auditors and this was finally put to bed on the 20th February 2025.
- We are required to provide a 30-day notice for a SGM which will run concurrently with the AGM.

Special Levy: Following the SGM held on the 1st August 2024, the purpose of this SGM, as mentioned above, is to approve the STS loan to commence the Spalling and HVAC project. This requires a 75% approval of the quorum, and we urgently request owners to attend to this vote directly after the AGM.

Meetings: Owners you may be interested to know that apart from the 7 trustee meetings held since the last AGM in 2024, our building manager hosted 16 action meetings with trustees during the year. This enabled us to address matters timeously and record resolutions taken via poll.

Managing Agent: We are pleased to announce that since the inception of LIME Property Management Cape Town as our managing agent, we have made significant progress in on-the-spot financial acumen, advise and operational procedures. It is also noteworthy that for the first time we now receive minutes of our meetings within 48-hours after the meeting! Our thanks to Jaco Janse van Vuuren for his professional contribution to the management of Cartwrights.

Rules: We are pleased to confirm that we received CSOS Certification confirming approval of our new rules on the 12th November 2024.

Security: This matter came under increased focus, and we have taken the following steps to improve our buildings security and access control.

- Brent our maintenance manager's work schedule was increased to 2-3 weekends per month to provide additional assistance and supervision over weekends. This commenced on the 1st of January 2025.
- Security and access are undergoing an extensive upgrade and includes the following:
 - **Enhanced Security:** 36 new cameras and 12 facial recognition cameras.
 - **Automated Access:** Owners and agents gain entry without physical cards or remotes.
 - **Lift Control:** Facial recognition cameras regulate lift access for authorized individuals.
 - **Guest Pre-Registration:** Visitors receive sign-in links before arrival, streamlining access.
 - **Better Building Control:** Improved monitoring and reduced unauthorized access risks.
 - **Incident Tracking:** Facial cameras enhance security visibility and response capabilities.
 - **A security guard house** has been placed inside the parking entrance as a control centre.
 - **Increased Convenience.**
- Owners will receive adequate notification well in advance of the new system operating procedures.

Carpets: The replacement process noted in last year's AGM, was put on hold to ensure that we had the necessary budget in place. We have made provision for carpet replacement this year commencing in the next few months with the worst floors and will continue this in a staged rolling replacement process over the next months. JD Yeats will be managing this process and will advise floors being addressed with owners/agents in advance.

Savings: Through the resident skills of our building management team, I am pleased to announce that JD and Brent have saved our scheme upwards of R418 000.00 through onsite building maintenance, onsite fault tracing and upkeep. Well done! It is evident that Cartwrights is being well looked after and look forward to the continued positive contribution from our Building Team.

Lift Inspection: Owners will also have noted that WAC the independent lift consultants that we used in the lift project have been awarded the contract to commence with the first legal inspection on the 27th February and every 2nd year thereafter.

Cartwrights Website: We are in the process of developing a Cartwright's website which will provide access to relevant information online to all owners, agents and residents. In addition, the website will also have a comments link providing owners the opportunity to raise matters with the management team. We are aiming to launch the beta version in this year.

Matters Raised At The Previous AGM:

- **Tops:** Further investigation into the trading license of TOPS was conducted and objection was made to the extended trading hours by an owner. To date we have not received the status of this from CTCC. The trading license will not be contested by the trustees.
- **Trustee qualifications:** We request that interested new parties that wish to be nominated as a trustee provide a summary of their experiences and how they would apply their skill set in playing an active part of the management of Cartwrights.
- **Smoke free:** Following discussion with TVDM we can report that making Cartwrights a smoke free zone is not possible. We have jurisdiction over common property, not apartments. We have however repaired the central extraction system and this has massively reduced smell complaints on all floors.

On behalf of the trustees, I would like to extend my appreciation to all owners for their trust and support. It has been a privilege to serve as Chair over the past year, and I look forward to continued collaboration in the best interests of our building.

With best regards,

Andre Hollander
Chairperson

BODY CORPORATE:

CARTWRIGHTS CORNER BODY CORPORATE

INSURER:

BRYTE

POLICY NO:

GC34166230021

TOTAL SUM INSURED:

R 596 176 425.00

PROPERTY TYPE:

RESIDENTIAL

BASE SUM INSURED:

R 576 405 990.00

WITH EFFECT FROM:

06 December 2024

UNIT NO:	SECTION NO:	FLOOR AREA:	PQ %	BASE SUM INSURED:	IMPROVEMENTS SUM INSURED	BOND HOLDER SUM INSURED	TOTAL SUM INSURED:	BOND HOLDER:	UNIT OWNER:	PREMIUM - SECTION / UNIT:	IMPROVEMENTS/ BOND HOLDER PREMIUM:	CURRENT PERIOD OF INSURANCE PREMIUM:	FURTHER REINSTATEMENT PERIOD PREMIUM:	TOTAL PREMIUM:
	501	71	0.7081	R 4 081 462.58			R 4 081 462.58			R 234.68	R -	R 9.39	R 9.50	R 253.58
	502	59	0.5884	R 3 391 637.92			R 3 391 637.92			R 195.02	R -	R 7.80	R 7.90	R 210.72
	503	70	0.6981	R 4 023 977.19			R 4 023 977.19			R 231.38	R -	R 9.26	R 9.37	R 250.00
	504	56	0.5585	R 3 219 181.75			R 3 219 181.75			R 185.10	R -	R 7.40	R 7.50	R 200.00
	505	77	0.7679	R 4 426 374.91			R 4 426 374.91			R 254.52	R -	R 10.18	R 10.31	R 275.01
	506	59	0.5884	R 3 391 637.92			R 3 391 637.92			R 195.02	R -	R 7.80	R 7.90	R 210.72
	507	70	0.6981	R 4 023 977.19			R 4 023 977.19	FIRSTRAND BANK LTD	LN VAN RYSWYK	R 231.38	R -	R 9.26	R 9.37	R 250.00
	508	45	0.4488	R 2 586 842.48			R 2 586 842.48	FIRSTRAND BANK LTD	RKL MASHILE	R 148.74	R -	R 5.95	R 6.02	R 160.72
	601	71	0.7081	R 4 081 462.58			R 4 081 462.58			R 234.68	R -	R 9.39	R 9.50	R 253.58
	602	59	0.5884	R 3 391 637.92		R 249 692.00	R 3 641 329.92			R 195.02	R 14.36	R 8.38	R 8.48	R 226.23
	603	70	0.6981	R 4 023 977.19			R 4 023 977.19			R 231.38	R -	R 9.26	R 9.37	R 250.00
	604	56	0.5585	R 3 219 181.75			R 3 219 181.75			R 185.10	R -	R 7.40	R 7.50	R 200.00
	605	77	0.7679	R 4 426 374.91			R 4 426 374.91			R 254.52	R -	R 10.18	R 10.31	R 275.01
	606	59	0.5884	R 3 391 637.92			R 3 391 637.92	NEDBANK LTD	ML GELDENHUYS	R 195.02	R -	R 7.80	R 7.90	R 210.72
	607	70	0.6981	R 4 023 977.19			R 4 023 977.19			R 231.38	R -	R 9.26	R 9.37	R 250.00
	608	45	0.4488	R 2 586 842.48			R 2 586 842.48			R 148.74	R -	R 5.95	R 6.02	R 160.72
	701	71	0.7081	R 4 081 462.58			R 4 081 462.58			R 234.68	R -	R 9.39	R 9.50	R 253.58
	702	59	0.5884	R 3 391 637.92			R 3 391 637.92			R 195.02	R -	R 7.80	R 7.90	R 210.72
	703	70	0.6981	R 4 023 977.19			R 4 023 977.19			R 231.38	R -	R 9.26	R 9.37	R 250.00
	704	56	0.5585	R 3 219 181.75			R 3 219 181.75			R 185.10	R -	R 7.40	R 7.50	R 200.00
	705	77	0.7679	R 4 426 374.91			R 4 426 374.91			R 254.52	R -	R 10.18	R 10.31	R 275.01
	706	59	0.5884	R 3 391 637.92			R 3 391 637.92			R 195.02	R -	R 7.80	R 7.90	R 210.72
	707	70	0.6981	R 4 023 977.19			R 4 023 977.19			R 231.38	R -	R 9.26	R 9.37	R 250.00
	708	45	0.4488	R 2 586 842.48			R 2 586 842.48			R 148.74	R -	R 5.95	R 6.02	R 160.72
	801	71	0.7081	R 4 081 462.58			R 4 081 462.58			R 234.68	R -	R 9.39	R 9.50	R 253.58
	802	59	0.5884	R 3 391 637.92			R 3 391 637.92			R 195.02	R -	R 7.80	R 7.90	R 210.72
	803	70	0.6981	R 4 023 977.19			R 4 023 977.19			R 231.38	R -	R 9.26	R 9.37	R 250.00
	804	56	0.5585	R 3 219 181.75			R 3 219 181.75			R 185.10	R -	R 7.40	R 7.50	R 200.00
	805	77	0.7679	R 4 426 374.91			R 4 426 374.91			R 254.52	R -	R 10.18	R 10.31	R 275.01
	806	59	0.5884	R 3 391 637.92			R 3 391 637.92			R 195.02	R -	R 7.80	R 7.90	R 210.72
	807	70	0.6981	R 4 023 977.19			R 4 023 977.19			R 231.38	R -	R 9.26	R 9.37	R 250.00
	808	45	0.4488	R 2 586 842.48			R 2 586 842.48			R 148.74	R -	R 5.95	R 6.02	R 160.72
	901	71	0.7081	R 4 081 462.58			R 4 081 462.58			R 234.68	R -	R 9.39	R 9.50	R 253.58

	902	59	0.5884	R	3 391 637.92			R	3 391 637.92			R	195.02	R	-	R	7.80	R	7.90	R	210.72	
	903	70	0.6981	R	4 023 977.19			R	4 023 977.19			R	231.38	R	-	R	9.26	R	9.37	R	250.00	
	904	56	0.5585	R	3 219 181.75			R	3 219 181.75			R	185.10	R	-	R	7.40	R	7.50	R	200.00	
	905	77	0.7679	R	4 426 374.91		R	41 101.00	R	4 467 475.91			R	254.52	R	2.36	R	10.28	R	10.40	R	277.56
	906	59	0.5884	R	3 391 637.92			R	3 391 637.92			R	195.02	R	-	R	7.80	R	7.90	R	210.72	
	907	70	0.6981	R	4 023 977.19			R	4 023 977.19			R	231.38	R	-	R	9.26	R	9.37	R	250.00	
	908	45	0.4488	R	2 586 842.48			R	2 586 842.48			R	148.74	R	-	R	5.95	R	6.02	R	160.72	
	1001	71	0.7081	R	4 081 462.58			R	4 081 462.58			R	234.68	R	-	R	9.39	R	9.50	R	253.58	
	1002	59	0.5884	R	3 391 637.92			R	3 391 637.92			R	195.02	R	-	R	7.80	R	7.90	R	210.72	
	1003	70	0.6981	R	4 023 977.19			R	4 023 977.19			R	231.38	R	-	R	9.26	R	9.37	R	250.00	
	1004	56	0.5585	R	3 219 181.75			R	3 219 181.75			R	185.10	R	-	R	7.40	R	7.50	R	200.00	
	1005	77	0.7679	R	4 426 374.91			R	4 426 374.91			R	254.52	R	-	R	10.18	R	10.31	R	275.01	
	1006	59	0.5884	R	3 391 637.92			R	3 391 637.92			R	195.02	R	-	R	7.80	R	7.90	R	210.72	
	1007	70	0.6981	R	4 023 977.19			R	4 023 977.19	STANDARD BANK LTD	JA BAGG & ML FIORONI	R	231.38	R	-	R	9.26	R	9.37	R	250.00	
	1008	45	0.4488	R	2 586 842.48			R	2 586 842.48			R	148.74	R	-	R	5.95	R	6.02	R	160.72	
	1101	83	0.8278	R	4 771 287.24			R	4 771 287.24			R	274.35	R	-	R	10.97	R	11.11	R	296.43	
	1102	65	0.6482	R	3 736 550.25		R	344 912.00	R	4 081 462.25	INVESTEC BANK LTD	L BORNMAN	R	214.85	R	19.83	R	9.39	R	9.50	R	253.58
	1103	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	
	1104	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	
	1105	65	0.6482	R	3 736 550.25			R	3 736 550.25			R	214.85	R	-	R	8.59	R	8.70	R	232.15	
	1106	83	0.8278	R	4 771 287.24			R	4 771 287.24			R	274.35	R	-	R	10.97	R	11.11	R	296.43	
	1201	83	0.8278	R	4 771 287.24			R	4 771 287.24			R	274.35	R	-	R	10.97	R	11.11	R	296.43	
	1202	65	0.6482	R	3 736 550.25			R	3 736 550.25			R	214.85	R	-	R	8.59	R	8.70	R	232.15	
	1203	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	
	1204	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	
	1205	65	0.6482	R	3 736 550.25			R	3 736 550.25			R	214.85	R	-	R	8.59	R	8.70	R	232.15	
	1206	85	0.8477	R	4 886 258.02			R	4 886 258.02			R	280.96	R	-	R	11.24	R	11.38	R	303.58	
	1301	83	0.8278	R	4 771 287.24			R	4 771 287.24			R	274.35	R	-	R	10.97	R	11.11	R	296.43	
	1302	65	0.6482	R	3 736 550.25			R	3 736 550.25			R	214.85	R	-	R	8.59	R	8.70	R	232.15	
	1303	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	
	1304	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	
	1305	65	0.6482	R	3 736 550.25			R	3 736 550.25			R	214.85	R	-	R	8.59	R	8.70	R	232.15	
	1306	83	0.8278	R	4 771 287.24			R	4 771 287.24			R	274.35	R	-	R	10.97	R	11.11	R	296.43	
	1401	83	0.8278	R	4 771 287.24			R	4 771 287.24			R	274.35	R	-	R	10.97	R	11.11	R	296.43	
	1402	63	0.6283	R	3 621 579.47			R	3 621 579.47			R	208.24	R	-	R	8.33	R	8.43	R	225.00	
	1403	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	
	1404	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	
	1405	65	0.6482	R	3 736 550.25			R	3 736 550.25			R	214.85	R	-	R	8.59	R	8.70	R	232.15	
	1406	85	0.8477	R	4 886 258.02			R	4 886 258.02			R	280.96	R	-	R	11.24	R	11.38	R	303.58	
	1501	83	0.8278	R	4 771 287.24			R	4 771 287.24			R	274.35	R	-	R	10.97	R	11.11	R	296.43	
	1502	85	0.8477	R	4 886 258.02			R	4 886 258.02			R	280.96	R	-	R	11.24	R	11.38	R	303.58	
	1503	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	
	1504	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	
	1505	65	0.6482	R	3 736 550.25			R	3 736 550.25			R	214.85	R	-	R	8.59	R	8.70	R	232.15	
	1506	83	0.8278	R	4 771 287.24			R	4 771 287.24			R	274.35	R	-	R	10.97	R	11.11	R	296.43	
	1601	83	0.8278	R	4 771 287.24			R	4 771 287.24			R	274.35	R	-	R	10.97	R	11.11	R	296.43	
	1602	65	0.6482	R	3 736 550.25			R	3 736 550.25			R	214.85	R	-	R	8.59	R	8.70	R	232.15	
	1603	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	
	1604	104	1.0372	R	5 978 480.40			R	5 978 480.40			R	343.76	R	-	R	13.75	R	13.92	R	371.44	

PROPERTY TYPE:		COMMERCIAL												
BASE SUM INSURED:		R 16 753 028.00												
UNIT NO:	SECTION NO:	FLOOR AREA:	PQ %	BASE SUM INSURED:	IMPROVEMENTS SUM INSURED	BOND HOLDER SUM INSURED	TOTAL SUM INSURED:	BOND HOLDER:	UNIT OWNER:	PREMIUM - SECTION / UNIT:	IMPROVEMENTS/BOND HOLDER PREMIUM:	CURRENT PERIOD OF INSURANCE PREMIUM:	FURTHER REINSTATEMENT PERIOD PREMIUM:	TOTAL PREMIUM:
	101	669	49.5923	R 8 308 210.33			R 8 308 210.33			R 477.72	R -	R 19.11	R 19.35	R 516.18
	102	195	14.4552	R 2 421 675.66			R 2 421 675.66			R 139.25	R -	R 5.57	R 5.64	R 150.46
	103	171	12.6761	R 2 123 623.27			R 2 123 623.27			R 122.11	R -	R 4.88	R 4.95	R 131.94
	401	314	23.2765	R 3 899 518.75			R 3 899 518.75			R 224.22	R -	R 8.97	R 9.08	R 242.27
SUB-TOTALS		1349	100.00	R 16 753 028.00	R -	R -	R 16 753 028.00			R 963.30	R -	R 38.53	R 39.01	R 1 040.84
TOTALS		11376		R 593 159 018.00	R -	R 3 017 407.00	R 596 176 425.00			R 34 106.64	R 173.50	R 1 371.21	R 1 388.35	R 37 039.70

THE BODY CORPORATE OF CARTWRIGHT'S CORNER			Prop Code:	CC	Budget Compiled by: Leigh-Ann Cullen	
TRUSTEE APPROVED BUDGET FOR YEAR ENDING 30 September 2025			Version:	1	Date Compiled: 15 January 2025	
TRUSTEE APPROVED ADMINISTRATIVE LEVY INCREASE OF 8% W.E.F 01 March 2025						
TRUSTEE APPROVED MAINTENANCE RESERVE LEVY INCREASE OF 10% W.E.F 01 March 2025						
TRUSTEE APPROVED PARKING BAY EUA CONTRIBUTION INCREASE OF 8% W.E.F 01 March 2025						
TRUSTEE APPROVED STOREROOM EUA CONTRIBUTION INCREASE OF 8% W.E.F 01 March 2025						
TRUSTEE APPROVED AIR-CONDITIONING RECOVERY INCREASE OF 4.8% W.E.F 01 March 2025						
PROPOSED SPECIAL LEVY OF R 13,195,000 W.E.F 01 April 2025 - Payable over 5 years						
TRUSTEE APPROVED OVERALL LEVY INCREASE OF 8% W.E.F. 01 March 2025						
INCOME						
	2025	2024	NOTES FOR INCREASES		INCREASE	2024
	BUDGET	PER AFS	DATE	%	Y on Y %	BUDGET
CONTRIBTION - CSOS	59 457	60 480	01.03.2025	0,39%	-1,69%	-
CONTRIBUTION - PARKING BAY EUA'S	1 202 390	1 148 780	01.03.2025	8%	4,67%	1 148 780
CONTRIBUTION - STOREROOM EUA'S	533 516	509 252	01.03.2025	8%	4,76%	517 846
INTEREST ON ARREARS	10 000	14 232	EST		-29,73%	15 000
INTEREST RECEIVED	180 000	117 722	EST		52,90%	80 000
LEVY - ADMINISTRATIVE FUND	6 498 841	6 209 084	01.03.2025	8%	4,67%	6 209 084
RECOVERY - ACCESS TAGS & REMOTES	15 000	14 344	EST		4,57%	15 000
RECOVERY - AIR-CONDITIONING	192 084	186 852	01.03.2025	5%	2,80%	174 107
UTILITY RECOVERY - ELECTRICITY	3 215 171	2 856 088	01.07.2025	10%	12,57%	2 220 950
UTILITY RECOVERY - SANITATION	277 069	218 172	01.07.2025	7%	27,00%	195 726
UTILITY RECOVERY - WATER	326 715	255 022	01.07.2025	7%	28,11%	228 596
TOTAL INCOME	12 510 243	11 590 028			7,94%	10 805 089
EXPENSES						
	2025	2024	NOTES FOR INCREASES		INCREASE	2024
	BUDGET	PER AFS	DATE	%	Y on Y %	BUDGET
MUNICIPAL CHARGES						
ASSESSMENT RATES & CCID LEVY	96 536	81 887	01.07.2025	7%	17,89%	112 148
ELECTRICITY	4 482 000	4 319 093	01.07.2025	15%	3,77%	4 674 000
REFUSE REMOVAL	287 148	283 707	01.07.2025	7%	1,21%	271 679
SANITATION	399 222	268 111	01.07.2025	7%	48,90%	146 520
WATER	488 315	333 166	01.07.2025	7%	46,57%	201 465
WATER & SANITATION - PRIOR YEAR	-	(1 937 661)			0,00%	-
	5 753 221	3 348 301			71,83%	5 405 812
MAINTENANCE						
BUILDING	100 000	20 065	EST		398,37%	50 000
CHILLER PLANT	5 000	-	EST		0,00%	5 000
CLEANING MATERIALS	30 000	27 081	EST		10,78%	10 000
DOORS	10 000	-	EST		0,00%	-
ELECTRICAL	18 000	6 601	EST		172,68%	18 000
EQUIPMENT	15 000	1 490	EST		906,79%	5 000
FIRE EQUIPMENT	40 000	78 340	EST		-48,94%	75 000
FIRE SERVICES	40 000	-	EST		0,00%	-
FLOORING	10 000	9 320	EST		7,30%	10 000
FULL BORES	60 000	82 093	EST		-26,91%	20 000
GENERAL	20 000	16 779	EST		19,19%	20 000
GENERATOR	20 000	9 711	EST		105,96%	20 000
GLASS/WINDOW REPAIRS	50 000	55 694	EST		-10,22%	50 000
GLOBES	50 000	27 519	EST		81,69%	50 000
HVAC SYSTEM	100 000	135 429	EST		-26,16%	50 000
LIFT	25 000	489 705	EST		-94,89%	10 000
PAINTING	50 000	32 076	EST		55,88%	50 000
PEST CONTROL	24 000	-	EST		0,00%	-
PLUMBING	60 000	55 645	EST		7,83%	50 000
POOL	15 000	13 562	EST		10,61%	5 000
PUMPS	64 000	52 993	EST		20,77%	34 000
ROLLER SHUTTER DOORS	55 000	66 677	EST		-17,51%	50 000
SECURITY EQUIPMENT	5 000	-	EST		0,00%	-
SIGNAGE	5 000	4 879	EST		2,48%	5 000
TRANSFORMER SERVICE	50 000	20 332	EST		145,92%	63 744
	921 000	1 205 990			-23,63%	650 744
INSURANCE						
FIDELITY COVER	2 904	15 388	01.10.2024	0%	-81,13%	-
INSURANCE PREMIUM	546 662	438 754	01.08.2025	10%	24,59%	435 729
VALUATION	9 600	-	EST		0,00%	-
	559 165	454 142			23,13%	435 729
CONTRACTS						
AIRCONDITIONING SERVICE	194 743	227 893	01.11.2024	7%	-14,55%	214 210
BUILDING MANAGER CONTRIBUTION	499 950	494 500	01.10.2024	0%	1,10%	502 669
CLEANING SERVICE	577 794	561 059	01.03.2025	7%	2,98%	574 139
GENERATOR SERVICE	19 200	9 612	01.10.2024	0%	99,75%	18 000
HVAC SYSTEM SERVICE	48 223	-	01.02.2025	6%	0,00%	48 223
LIFT MAINTENANCE	523 090	186 781	01.06.2025	7%	180,06%	246 806
MANAGEMENT FEES	246 004	284 585	01.02.2025	-22%	-13,56%	285 267
PEST CONTROL	26 000	49 813	01.03.2025	0%	-47,80%	50 000
RECYCLING	13 000	12 876	01.10.2024	0%	0,97%	-
UTILITIES MANAGEMENT FEE	199 745	188 439	01.10.2024	6%	6,00%	199 745
WINDOW CLEANING	65 000	44 015	01.10.2024	0%	47,68%	42 630
	2 412 748	2 059 573			17,15%	2 181 689
SECURITY						
ACCESS CONTROL	35 000	35 974	EST		-2,71%	20 000
CAMERAS	20 000	18 743	EST		6,71%	15 000
INTERCOM	15 000	-	EST		0,00%	15 000
SECURITY GUARDS	1 854 406	1 675 373	EST		10,69%	1 414 039
	1 924 406	1 730 090			11,23%	1 464 039
SALARIES AND WAGES						
BONUSES	58 800	-	01.10.2024	0%	0,00%	-
PROFESSIONAL / CONSULTING FEES	10 000	-	EST		0,00%	10 000
SEVERANCE PACKAGE PROVISION	8 000	-	EST		0,00%	8 000
SALARY - HANDYMAN	233 623	191 787	01.01.2025	13%	21,81%	204 755
STAFF WELFARE	-	-	N/A		0,00%	-
UIF	4 219	-	01.10.2024	0%	0,00%	-
WORKMENS COMPENSATION	11 500	5 739	EST		100,39%	11 500
	326 143	197 526			65,11%	234 255
ADMINISTRATIVE EXPENSES						
ADDITIONAL MANAGEMENT FEES	3 000	-	EST		0,00%	5 000
ADMIN FEE - CSOS / STSMA	-	-	N/A		0,00%	2 000
ADMIN FEE - PAYROLL	5 990	-	01.10.2024	0%	0,00%	-
ACCOUNTING FEES	3 000	2 835	EST		5,83%	1 500
AUDIT FEES	21 964	20 528	01.10.2024	7%	7,00%	22 186
BANK CHARGES	10 320	7 852	01.10.2024	0%	31,43%	4 701
CSOS CONTRIBUTIONS	59 457	60 480	01.03.2025	0%	-1,69%	-
LEGAL FEES	10 000	-	EST		0,00%	10 000
LEVIES PAID	323 761	262 260	01.03.2025	40%	23,45%	208 817
MEETING COSTS	10 000	13 156	EST		-23,99%	3 000
PROFESSIONAL FEES	57 450	4 750	EST		1109,47%	100 000
RENT PAID	-	-	N/A		0,00%	10 800
STATIONERY & PRINTING	2 000	1 511	01.10.2024	0%	32,35%	2 000
TELEPHONE / INTERNET	25 000	21 108	01.10.2024	0%	18,44%	25 000
	531 943	394 480			34,85%	395 004
OPERATING COSTS						
ACCESS TAGS / REMOTES	15 000	13 461	EST		11,44%	15 000
FIBRE / DATA FEES	15 000	11 258	01.10.2024	0%	33,24%	18 000
ICT FEES	1 300	2 470	01.10.2024	0%	-47,37%	1 300
	31 300	27 189			15,12%	34 300
TOTAL EXPENSES	12 459 925	9 417 291			32,31%	10 801 572
SURPLUS / (DEFICIT) BEFORE TAX						
	50 318	2 172 737				3 517
TAXATION						
	44 550	104 982				-
NETT SURPLUS / (DEFICIT)						
	5 768	2 067 755				3 517
RESERVES						
ADMINISTRATIVE FUND	3 332 880	3 327 112				-
NON-DISTRIBUTABLE RESERVE	7 080 000	7 080 000				-
TRANSFER TO RESERVE FUND	(2 200 000)	-				-
TOTAL RESERVES	8 212 880	10 407 112				-





THE BODY CORPORATE OF CARTWRIGHT'S CORNER		Prop Code: CC - RES	Budget Compiled by: Leigh-Ann Cullen
TRUSTEE APPROVED BUDGET FOR YEAR ENDING	30 September 2025	Version: 1	Date Compiled: 15 January 2025
TRUSTEE APPROVED MAINTENANCE RESERVE LEVY INCREASE OF		10% W.E.F 01 March 2025	

INCOME	2025 BUDGET	2024 PER AFS	NOTES FOR INCREASES DATE %	INCREASE Y on Y %	2024 BUDGET
INTEREST RECEIVED	84 000	307 735	EST	-72,70%	289 024
LEVY - MAINTENANCE RESERVE FUND	1 635 859	1 533 056	01.03.2025 10%	6,71%	1 545 700
SPECIAL LEVY - TOTAL	13 195 000	-	EST	0,00%	-
TOTAL INCOME	14 914 859	1 840 791		710,24%	1 834 724

EXPENSES	2025 BUDGET	2024 PER AFS	NOTES FOR INCREASES DATE %	INCREASE Y on Y %	2024 BUDGET
MAINTENANCE					
BUILDING	-	60 415	N/A	0,00%	43 000
CARPETING & FURNISHINGS	16 200	-	PER 10 YR PLAN	0,00%	-
ELECTRICAL	199 379	419 483	PER 10 YR PLAN	-52,47%	442 250
FIRE EQUIPMENT	341 000	15 600	PER 10 YR PLAN	2085,90%	121 000
HVAC SYSTEM	200 000	-	PER 10 YR PLAN	0,00%	104 000
INTERIOR & EXTERIOR PAINTING / WATERPROOFING	44 000	37 480	PER 10 YR PLAN	17,40%	40 000
LIFTS	92 760	79 454	PER 10 YR PLAN	16,75%	72 000
PLUMBING	36 380	-	PER 10 YR PLAN	0,00%	34 000
PROJECTS	17 758 411	-	PER 10 YR PLAN	0,00%	-
PUMPS	27 500	26 163	PER 10 YR PLAN	5,11%	115 000
RECREATIONAL FACILITIES	58 999	-	PER 10 YR PLAN	0,00%	-
ROOF	86 400	97 268	PER 10 YR PLAN	-11,17%	100 005
SECURITY EQUIPMENT	100 000	12 374	PER 10 YR PLAN	708,15%	19 700
SECURITY SYSTEMS & FACILITIES	293 359	-	PER 10 YR PLAN	0,00%	21 860
	19 254 388	748 237		2473,30%	1 112 815
ADMINISTRATIVE EXPENSES					
ADMIN FEE - SPECIAL LEVY MANAGEMENT	19 500	-	EST	0,00%	-
BANK CHARGES	2 400	-	EST	0,00%	42 300
LEVIES PAID	-	51 782	N/A	0,00%	-
	21 900	51 782		-57,71%	42 300
TOTAL EXPENSES	19 276 288	800 019		2309,48%	1 155 115

SURPLUS / (DEFICIT) BEFORE TAX	(4 361 429)	1 040 772	679 609
TAXATION	15 930	-	-
NETT SURPLUS / (DEFICIT)	(4 377 359)	1 040 772	679 609

RESERVES			
MAINTENANCE RESERVE FUND	(1 865 914)	2 511 445	-
TRANSFER FROM ADMINISTRATIVE FUND	2 200 000	-	-
TOTAL RESERVES	334 086	2 511 445	-



THE BODY CORPORATE OF CARTWRIGHT'S CORNER										30 September 2025									
TRUSTEE APPROVED BUDGET FOR YEAR ENC										8% W.E.F 01 March 2025									
TRUSTEE APPROVED ADMINISTRATIVE LEVY INCREASE OF										10% W.E.F 01 March 2025									
TRUSTEE APPROVED MAINTENANCE RESERVE LEVY INCREASE OF										8% W.E.F 01 March 2025									
TRUSTEE APPROVED PARKING BAY EUA CONTRIBUTION INCREASE OF										8% W.E.F 01 March 2025									
TRUSTEE APPROVED STOREROOM EUA CONTRIBUTION INCREASE OF										4.8% W.E.F 01 March 2025									
TRUSTEE APPROVED AIR-CONDITIONING RECOVERY INCREASE OF										R 13,195,000 W.E.F 01 April 2025 - Payable over 5 years									
PROPOSED SPECIAL LEVY OF										8% W.E.F. 01 March 2025									
TRUSTEE APPROVED OVERALL LEVY INCREASE OF																			

SECTION NUMBER	DOOR NUMBER	AREA M²	PQ	CURRENT ADMINISTRATIVE LEVY	TRUSTEE APPROVED ADMINISTRATIVE LEVY FROM 1 MARCH 2025	CURRENT MAINTENANCE LEVY	TRUSTEE APPROVED MAINTENANCE LEVY FROM 1 MARCH 2025	CURRENT AIR-CONDITIONING RECOVERY	TRUSTEE APPROVED AIR-CONDITIONING RECOVERY FROM 1 MARCH 2025	PARKING BAY NO. PER PLAN	PARKING BAY REF	PARKING BAY AREA M²	CURRENT PARKING BAY EUA CONTRIBUTION	TRUSTEE APPROVED PARKING BAY EUA CONTRIBUTION FROM 1 MARCH 2025	STORE ROOM NO.	STORE ROOM AREA M²	CURRENT STOREROOM EUA CONTRIBUTION	TRUSTEE APPROVED STOREROOM EUA CONTRIBUTION FROM 1 MARCH 2025	PROPOSED SPECIAL LEVY ADMIN FEE RECOVERY	PROPOSED MONTHLY SPECIAL LEVY (EXCLUDING INTEREST)	TOTAL PROPOSED SPECIAL LEVY INCLUDING ADMIN FEE (EXCLUDING INTEREST)	CURRENT CSOS CONTRIBUTION	TRUSTEE APPROVED CSOS CONTRIBUTION FROM 1 MARCH 2025	TOTAL CURRENT LEVY	TRUSTEE APPROVED LEVY FROM MARCH 2025	TOTAL PROPOSED LEVY FROM APRIL 2025 - SPECIAL LEVY INCLUDED	TOTAL PROPOSED SPECIAL LEVY IF PAID AS ONCE OFF LUMP SUM	
				517 424,29	558 817,56	128 807,79	141 688,57	15 571,00	16 318,41				95 731,70	103 390,20			42 477,39	45 875,58	3 250,00	216 666,67	219 916,67	4 943,52	4 963,00	804 955,69	871 053,31	1 090 969,98	13 003 250,00	
102	102	195	1,6995	8 793,60	9 497,07	2 189,08	2 407,99	-	-				-	-			-	-	55,23	3 682,24	3 737,47	40,00	40,00	11 022,68	11 945,06	15 682,53	220 989,52	
103	103	171	1,4903	7 711,31	8 328,20	1 919,66	2 111,62	-	-				-	-			-	-	48,44	3 229,04	3 277,48	40,00	40,00	9 670,96	10 479,82	13 757,30	193 790,81	
104	104	264	2,3009	11 905,18	12 857,58	2 963,68	3 260,05	-	-				-	-			-	-	74,78	4 985,18	5 059,96	40,00	40,00	14 908,86	16 157,62	21 217,59	299 185,81	
105	105	405	3,5297	18 263,63	19 724,69	4 546,55	5 001,21	-	-				-	-			-	-	114,72	7 647,73	7 762,44	40,00	40,00	22 850,18	24 765,90	32 528,34	458 978,23	
401	401	314	2,7366	14 159,95	15 292,72	3 524,98	3 877,48	928,58	973,15				-	-	?	TBC	3 201,59	3 457,72	88,94	5 929,35	6 018,29	40,00	40,00	21 855,10	23 641,07	29 659,36	355 849,79	
501	501	71	0,6188	3 201,77	3 457,91	797,05	876,76	134,99	141,47		PB135	D12	541,11	577,33			-	-	20,11	1 340,71	1 360,82	40,00	40,00	4 714,92	5 093,46	6 454,29	80 462,85	
502	502	59	0,5142	2 660,63	2 873,47	662,34	728,57	99,81	104,60		PB121	C18	541,11	577,33			-	-	16,71	1 114,11	1 130,82	40,00	40,00	4 003,88	4 323,98	5 454,80	66 863,50	
503	503	70	0,6101	3 156,68	3 409,21	785,82	864,41	119,34	125,07		PB69	B26	541,11	577,33			-	-	19,83	1 321,83	1 341,66	40,00	40,00	5 184,06	5 016,01	6 935,00	79 329,57	
		0	-	-	-	-	-	-	-		PB70	B25	541,11	577,33			-	-	-	-	-	-	-	-	-	577,33	-	-
504	504	56	0,4881	2 525,34	2 727,36	628,66	691,53	76,36	80,03		PB132	D16	541,11	577,33			-	-	15,86	1 057,46	1 073,33	40,00	40,00	3 811,47	4 116,25	5 189,57	63 463,66	
505	505	77	0,6711	3 472,34	3 750,13	864,41	950,85	134,99	141,47		PB74	C25	586,21	625,44	S17	4	180,37	194,80	21,81	1 454,01	1 475,82	40,00	40,00	5 278,32	5 702,68	7 178,51	87 262,53	
506	506	59	0,5142	2 660,63	2 873,47	662,34	728,57	91,99	96,41		PB133	D15	586,21	625,44			-	-	16,71	1 114,11	1 130,82	40,00	40,00	4 041,16	4 363,89	5 494,72	66 863,50	
507	507	70	0,6101	3 156,68	3 409,21	785,82	864,41	127,16	133,26		PB142	D5	541,11	577,33	S38	13	586,21	633,11	19,83	1 321,83	1 341,66	40,00	40,00	5 236,98	5 657,31	6 998,97	79 329,57	
508	508	45	0,3922	2 029,29	2 191,63	505,17	555,69	-	-		PB49	B17	586,21	625,44			-	-	12,75	849,75	862,49	30,59	33,83	3 151,26	3 406,60	4 269,09	50 997,58	
601	601	71	0,6188	3 201,77	3 457,91	797,05	876,76	134,99	141,47		PB123	D25	586,21	625,44			-	-	20,11	1 340,71	1 360,82	40,00	40,00	4 760,02	5 141,57	6 502,40	80 462,85	
602	602	59	0,5142	2 660,63	2 873,47	662,34	728,57	99,81	104,60		PB108	C37	586,21	625,44			-	-	16,71	1 114,11	1 130,82	40,00	40,00	4 048,98	4 372,09	5 502,91	66 863,50	
603	603	70	0,6101	3 156,68	3 409,21	785,82	864,41	146,75	153,79		PB158	D37	541,11	577,33			-	-	19,83	1 321,83	1 341,66	40,00	40,00	4 670,36	5 044,74	6 386,39	79 329,57	
604	604	56	0,4881	2 525,34	2 727,36	628,66	691,53	-	-		PB124	D24	541,11	577,33			-	-	15,86	1 057,46	1 073,33	40,00	40,00	3 735,11	4 036,22	5 109,55	63 463,66	
605	605	77	0,6711	3 472,34	3 750,13	864,41	950,85	-	-		PB112	C33	541,11	577,33			-	-	21,81	1 454,01	1 475,82	40,00	40,00	4 872,77	5 270,19	6 746,02	87 262,53	
606	606	59	0,5142	2 660,63	2 873,47	662,34	728,57	91,99	96,41		PB134	D14	541,11	577,33			-	-	16,71	1 114,11	1 130,82	40,00	40,00	3 996,06	4 315,78	5 446,61	66 863,50	
607	607	70	0,6101	3 156,68	3 409,21	785,82	864,41	127,16	133,26		PB138	D9	541,11	577,33			-	-	19,83	1 321,83	1 341,66	40,00	40,00	5 191,88	5 024,21	6 943,19	79 329,57	
		0	-	-	-	-	-	-	-		PB139	D8	541,11	577,33			-	-	-	-	-	-	-	-	-	577,33	-	-
608	608	45	0,3922	2 029,29	2 191,63	505,17	555,69	99,81	104,60		PB141	D6	541,11	577,33			-	-	12,75	849,75	862,49	30,59	33,83	3 205,97	3 463,09	4 325,58	50 997,58	
701	701	71	0,6188	3 201,77	3 457,91	797,05	876,76	-	-		PB72	B23	541,11	577,33			-	-	20,11	1 340,71	1 360,82	40,00	40,00	4 579,93	4 951,99	6 312,82	80 462,85	
702	702	59	0,5142	2 660,63	2 873,47	662,34	728,57	72,47	75,95		PB57	B9	541,11	577,33			-	-	16,71	1 114,11	1 130,82	40,00	40,00	4 562,75	4 295,32	6 051,59	66 863,50	
		0	-	-	-	-	-	-	-		PB58	B8	586,21	625,44			-	-	-	-	-	-	-	-	-	625,44	-	-
703	703	70	0,6101	3 156,68	3 409,21	785,82	864,41	146,75	153,79		PB174	D53	541,11	577,33			-	-	19,83	1 321,83	1 341,66	40,00	40,00	4 670,36	5 044,74	6 386,39	79 329,57	
704	704	56	0,4881	2 525,34	2 727,36	628,66	691,53	76,36	80,03		PB85	C14	541,11	577,33			-	-	15,86	1 057,46	1 073,33	40,00	40,00	3 811,47	4 116,25	5 189,57	63 463,66	
705	705	77	0,6711	3 472,34	3 750,13	864,41	950,85	134,99	141,47		PB98	C43	586,21	625,44	S18	5	225,46	243,50	21,81	1 454,01	1 475,82	40,00	40,00	5 909,62	5 751,38	7 852,64	87 262,53	
		0	-	-	-	-	-	-	-		PB99	C44	586,21	625,44			-	-	-	-	-	-	-	-	-	625,44	-	-
706	706	59	0,5142	2 660,63	2 873,47	662,34	728,57	123,28	129,20				-	-			-	-	16,71	1 114,11	1 130,82	40,00	40,00	3 486,24	3 771,24	4 902,07	66 863,50	
707	707	70	0,6101	3 156,68	3 409,21	785,82	864,41	127,16	133,26		PB101	C46	541,11	577,33	S47	5	225,46	243,50	19,83	1 321,83	1 341,66	40,00	40,00	5 417,34	5 267,70	7 186,69	79 329,57	
		0	-	-	-	-	-	-	-		PB102	C47	541,11	577,33			-	-	-	-	-	-	-	-	-	577,33	-	-
708	708	45	0,3922	2 029,29	2 191,63	505,17	555,69	99,81	104,60		PB90	C8	541,11	577,33	S14	10	450,93	487,00	12,75	849,75	862,49	30,59	33,83	3 656,90	3 950,09	4 8 8		

SECTION NUMBER	DOOR NUMBER	AREA M²	PQ	CURRENT ADMINISTRATIVE LEVY	TRUSTEE APPROVED ADMINISTRATIVE LEVY FROM 1 MARCH 2025	CURRENT MAINTENANCE LEVY	TRUSTEE APPROVED MAINTENANCE LEVY FROM 1 MARCH 2025	CURRENT AIR- CONDITIONING RECOVERY	TRUSTEE APPROVED AIR- CONDITIONING RECOVERY FROM 1 MARCH 2025	PARKING BAY NO. PER PLAN	PARKING BAY REF	PARKING BAY AREA M²	CURRENT PARKING BAY EUA CONTRIBUTION	TRUSTEE APPROVED PARKING BAY EUA CONTRIBUTION FROM 1 MARCH 2025	STORE ROOM NO.	STORE ROOM AREA M²	CURRENT STOREROOM EUA CONTRIBUTION	TRUSTEE APPROVED STOREROOM EUA CONTRIBUTION FROM 1 MARCH 2025	PROPOSED SPECIAL LEVY ADMIN FEE RECOVERY	PROPOSED MONTHLY SPECIAL LEVY (EXCLUDING INTEREST)	TOTAL PROPOSED SPECIAL LEVY INCLUDING ADMIN FEE (EXCLUDING INTEREST)	CURRENT CSOS CONTRIBUTION	TRUSTEE APPROVED CSOS CONTRIBUTION FROM 1 MARCH 2025	TOTAL CURRENT LEVY	TRUSTEE APPROVED LEVY FROM MARCH 2025	TOTAL PROPOSED LEVY FROM APRIL 2025 - SPECIAL LEVY INCLUDED	TOTAL PROPOSED SPECIAL LEVY IF PAID AS ONCE OFF LUMP SUM
		0	-	-	-	-	-	-	-				-	-	S25	5	225,46	243,50	-	-	-	-	-	-	243,50	-	-
		0	-	-	-	-	-	-	-				-	-	S33	19	856,76	925,30	-	-	-	-	-	-	925,30	-	-
		0	-	-	-	-	-	-	-				-	-	S34	11	496,02	535,70	-	-	-	-	-	-	535,70	-	-
		0	-	-	-	-	-	-	-				-	-	S36	12	541,11	584,40	-	-	-	-	-	-	584,40	-	-
		0	-	-	-	-	-	-	-				-	-	S39	5	225,46	243,50	-	-	-	-	-	-	243,50	-	-
		0	-	-	-	-	-	-	-				-	-	S40	17	766,58	827,91	-	-	-	-	-	-	827,91	-	-
		0	-	-	-	-	-	-	-				-	-	S41	5	225,46	243,50	-	-	-	-	-	-	243,50	-	-
		0	-	-	-	-	-	-	-				-	-	S42	15	676,39	730,50	-	-	-	-	-	-	730,50	-	-
		0	-	-	-	-	-	-	-				-	-	S44	15	676,39	730,50	-	-	-	-	-	-	730,50	-	-
		0	-	-	-	-	-	-	-				-	-	S45	5	225,46	243,50	-	-	-	-	-	-	243,50	-	-
		0	-	-	-	-	-	-	-				-	-	S46	15	-	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-				-	-	S66	16	721,49	779,21	-	-	-	-	-	-	779,21	-	-
1201	1201	83	0,7234	3 742,92	4 042,34	931,76	1 024,94	-	-	PB17	A1	12	541,11	577,33	S26	18	811,67	876,60	23,51	1 567,31	1 590,82	40,00	40,00	7 104,59	6 561,22	9 265,07	94 062,21
		0	-	-	-	-	-	-	-	PB130	D18	12	541,11	577,33	S27	11	496,02	535,70	-	-	-	-	-	-	1 113,03	-	-
1202	1202	65	0,5665	2 931,20	3 165,69	729,69	802,66	80,29	84,14	PB10	A37	12	541,11	577,33	-	-	-	-	18,41	1 227,41	1 245,82	40,00	40,00	4 322,29	4 669,83	5 915,65	73 663,17
1203	1203	104	0,9064	4 689,92	5 065,11	1 167,51	1 284,26	162,37	170,16	PB50	B16	12	541,11	577,33	S56	16	721,49	779,21	29,46	1 963,86	1 993,32	40,00	40,00	7 863,51	7 916,07	10 486,72	117 861,08
		0	-	-	-	-	-	-	-	PB60	B5	12	541,11	577,33	-	-	-	-	-	-	-	-	-	-	577,33	-	-
1204	1204	104	0,9064	4 689,92	5 065,11	1 167,51	1 284,26	142,80	149,65	PB152	D42	13	586,21	625,44	-	-	-	-	29,46	1 963,86	1 993,32	40,00	40,00	7 212,65	7 164,46	9 783,22	117 861,08
		0	-	-	-	-	-	-	-	PB153	D41	13	586,21	625,44	-	-	-	-	-	-	-	-	-	-	625,44	-	-
1205	1205	65	0,5665	2 931,20	3 165,69	729,69	802,66	91,99	96,41	PB172	D51	12	541,11	577,33	S58	16	721,49	779,21	18,41	1 227,41	1 245,82	40,00	40,00	5 055,48	5 461,30	6 707,12	73 663,17
1206	1206	83	0,7234	3 742,92	4 042,34	931,76	1 024,94	-	-	PB140	D7	12	541,11	577,33	-	-	-	-	23,51	1 567,31	1 590,82	40,00	40,00	5 255,79	5 684,61	7 275,43	94 062,21
1301	1301	83	0,7234	3 742,92	4 042,34	931,76	1 024,94	-	-	PB146	D1	14	631,30	673,55	S60	16	721,49	779,21	23,51	1 567,31	1 590,82	40,00	40,00	6 067,47	6 560,04	8 150,87	94 062,21
1302	1302	65	0,5665	2 931,20	3 165,69	729,69	802,66	-	-	PB42	A11	12	541,11	577,33	-	-	-	-	18,41	1 227,41	1 245,82	40,00	40,00	4 242,00	4 585,68	5 831,51	73 663,17
1303	1303	104	0,9064	4 689,92	5 065,11	1 167,51	1 284,26	-	-	PB6	A33	12	541,11	577,33	S54	15	676,39	730,50	29,46	1 963,86	1 993,32	40,00	40,00	7 656,04	7 697,20	9 690,52	117 861,08
		0	-	-	-	-	-	-	-	-	A22	-	541,11	-	-	-	-	-	-	-	-	-	-	-	-	-	-
1304	1304	104	0,9064	4 689,92	5 065,11	1 167,51	1 284,26	142,80	149,65	PB170	D48	12	541,11	577,33	-	-	-	-	29,46	1 963,86	1 993,32	40,00	40,00	6 581,34	7 116,35	9 109,67	117 861,08
1305	1305	65	0,5665	2 931,20	3 165,69	729,69	802,66	-	-	PB12	A39	12	541,11	577,33	-	-	-	-	18,41	1 227,41	1 245,82	40,00	40,00	4 242,00	4 585,68	5 831,51	73 663,17
1306	1306	83	0,7234	3 742,92	4 042,34	931,76	1 024,94	170,19	178,36	PB33	A21	12	541,11	577,33	S59	5	225,46	243,50	23,51	1 567,31	1 590,82	40,00	40,00	5 651,44	6 106,47	7 697,29	94 062,21
1401	1401	83	0,7234	3 742,92	4 042,34	931,76	1 024,94	162,37	170,16	PB147	D43	13	586,21	625,44	S31	6	270,56	292,20	23,51	1 567,31	1 590,82	40,00	40,00	7 266,98	6 195,09	9 434,06	94 062,21
		0	-	-	-	-	-	-	-	PB148	D44	13	586,21	625,44	S32	5	225,46	243,50	-	-	-	-	-	-	868,94	-	-
		0	-	-	-	-	-	-	-	-	-	-	-	-	S62	16	721,49	779,21	-	-	-	-	-	-	779,21	-	-
1402	1402	65	0,5665	2 931,20	3 165,69	729,69	802,66	107,64	112,81	PB41	A12	12	541,11	577,33	S5	17	766,58	827,91	18,41	1 227,41	1 245,82	40,00	40,00	5 116,22	5 526,40	6 772,22	73 663,17
1403	1403	104	0,9064	4 689,92	5 065,11	1 167,51	1 284,26	-	-	PB94	C4	12	541,11	577,33	-	-	-	-	29,46	1 963,86	1 993,32	40,00	40,00	6 979,65	6 966,70	9 537,35	117 861,08
		0	-	-	-	-	-	-	-	PB95	C3	12	541,11	577,33	-	-	-	-	-	-	-	-	-	-	577,33	-	-
1404	1404	104	0,9064	4 689,92	5 065,11	1 167,51	1 284,26	170,19	178,36	PB167	D28	12	541,11	577,33	S61	5	225,46	243,50	29,46	1 963,86	1 993,32	40,00	40,00	7 375,30	7 388,55	9 959,20	117 861,08
		0	-	-	-	-	-	-	-	PB168	D27	12	541,11	577,33	-	-	-	-	-	-	-	-	-	-	577,33	-	-
1405	1405	65	0,5665	2 931,20	3 165,69	729,69	802,66	119,34	125,07	PB26	A14	13	586,21	625,44	S64	16	-	-	18,41	1 227,41	1 245,82	40,00	40,00	4 406,44	4 758,86	6 004,69	73 663,17
1406	1406	83	0,7234	3 742,92	4 042,34	931,76	1 024,94	138,93	145,60	PB151	D47	12	541,11	577,33	S48	15	676,39	730,50	23,51	1 567,31	1 590,82	40,00	40,00	6 612,22	6 560,71	8 728,86	94 062,21
		0	-	-	-	-	-	-	-	PB171	D50	12	541,11	577,33	-	-	-	-	-	-	-	-	-	-	577,33	-	-
1501	1501	83	0,7234	3 742,92	4 042,34	931,76	1 024,94	162,37	170,16	PB115	C30	12	541,11	577,33	-	-	-	-	23,51	1 567,31	1 590,82	40,00	40,00	5 959,27	5 854,78	8 022,93	94 062,21
		0	-	-	-	-	-	-	-	PB116	C29	12	541,11	577,33	-	-	-	-	-	-	-	-	-	-	577,33	-	-
1502	1502	65	0,5665	2 931,20	3 165,69	729,69	802,66	-	-	PB15	D45	12	541,11	577,33	S29	13	586,21	633,11	18,41	1 227,41	1 245,82	40,00	40,00	5 369,32	5 218,79	7 049,01	73 663,17
		0	-	-	-	-	-	-	-	-	-	-	-	-	S30	12	541,11	584,40	-	-	-	-	-	-	584,40	-	-
1503	1503	104	0,9064	4 689,92	5 065,11	1 167,51	1 284,26	185,82	194,74	PB75	C24	12	541,11	577,33	-	-	-	-	29,46	1 963,86	1 993,32	40,00	40,00	6 624,36	7 161,44	9 154,75	117 861,08
1504	1504	104	0,9064	4 689,92	5 065,11	1 167,51	1 284,26	142,80	149,65	PB93	C5	12	541,11	577,33	S65	5	225,46	243,50	29,46	1 963,86	1 993,32	40,00	40,00	6 806,80	7 359,85	9 353,17	117 861,08
1505	1505	65	0,5665	2 931,20	3 165,69	729,69	802,66	119,34	125,07	PB80	C19	12	541,11	577,33	-	-	-	-	18,41	1 227,41	1 245,82	40,00	40,00	4 361,34	4 710,75	5 956,58	73 663,17
1506	1506	83	0,7234	3 742,92	4 042,34	931,76	1 024,94	170,19	178,36	PB106	C39	13	586,21	625,44	S20	8	360,74	389,60	23,51	1 567,31	1 590,82	40,00	40,00	6 418,03	6 300,68	8 516,94	94 062,21
		0	-	-	-	-	-	-	-	PB107	C38	13	586,21	625,44	-	-	-	-	-	-	-	-	-	-	625,44	-	-
1601	1601	83	0,7234	3 742,92	4 042,34	931,76	1 024,94	131,09	137,38	PB127	D21	12	541,11	577,33	-	-	-	-	23,51	1 567,31	1 590,82	40,00	40,00	5 927,99	5 822,00	7 990,15	94 062,21
		0	-	-	-	-	-	-	-	PB128	D20	12	541,11	577,33	-	-	-	-	-	-	-	-	-	-	577,33	-	-
1602	1602	65	0,5665	2 931,20	3 165,69	729,69	802,66	80,29	84,14	PB38	A26	12	541,11	577,33	-	-	-	-	18,41	1 227,41	1 245,82	40,00	40,00	4 322,29	4 669,83	5 915,65	73 663,17
1603	1603	104	0,9064	4 689,92	5 065,11	1 167,5																					

SECTION NUMBER	DOOR NUMBER	AREA M²	PQ	CURRENT ADMINISTRATIVE LEVY	TRUSTEE APPROVED ADMINISTRATIVE LEVY FROM 1 MARCH 2025	CURRENT MAINTENANCE LEVY	TRUSTEE APPROVED MAINTENANCE LEVY FROM 1 MARCH 2025	CURRENT AIR-CONDITIONING RECOVERY	TRUSTEE APPROVED AIR-CONDITIONING RECOVERY FROM 1 MARCH 2025	PARKING BAY NO. PER PLAN	PARKING BAY REF	PARKING BAY AREA M²	CURRENT PARKING BAY EUA CONTRIBUTION	TRUSTEE APPROVED PARKING BAY EUA CONTRIBUTION FROM 1 MARCH 2025	STORE ROOM NO.	STORE ROOM AREA M²	CURRENT STOREROOM EUA CONTRIBUTION	TRUSTEE APPROVED STOREROOM EUA CONTRIBUTION FROM 1 MARCH 2025	PROPOSED SPECIAL LEVY ADMIN FEE RECOVERY	PROPOSED MONTHLY SPECIAL LEVY (EXCLUDING INTEREST)	TOTAL PROPOSED SPECIAL LEVY INCLUDING ADMIN FEE (EXCLUDING INTEREST)	CURRENT CSOS CONTRIBUTION	TRUSTEE APPROVED CSOS CONTRIBUTION FROM 1 MARCH 2025	TOTAL CURRENT LEVY	TRUSTEE APPROVED LEVY FROM MARCH 2025	TOTAL PROPOSED LEVY FROM APRIL 2025 - SPECIAL LEVY INCLUDED	TOTAL PROPOSED SPECIAL LEVY IF PAID AS ONCE OFF LUMP SUM
2103	2103	130	1,1330	5 862,40	6 331,38	1 459,39	1 605,33	201,45	211,12	PB125	D23	12	541,11	577,33			-	-	36,82	2 454,83	2 491,65	40,00	40,00	8 645,46	8 765,16	11 834,14	147 326,35
		0	-	-	-	-	-	-	-	PB126	D22	12	541,11	577,33			-	-	-	-	-	-	-	-	577,33	-	-
2104	2104	120	1,0458	5 411,44	5 844,35	1 347,13	1 481,84	244,44	256,17	PB51	B28	12	541,11	577,33			-	-	33,99	2 265,99	2 299,98	40,00	40,00	7 584,12	8 199,70	10 499,68	135 993,55
2201	2201	119	1,0371	5 366,35	5 795,65	1 335,90	1 469,49	232,73	243,90	PB63	B33	12	541,11	577,33	S68	16	721,49	779,21	33,71	2 247,11	2 280,82	40,00	40,00	9 500,18	8 905,58	12 542,94	134 860,27
		0	-	-	-	-	-	-	-	PB64	B32	12	541,11	577,33	S70	16	721,49	779,21	-	-	-	-	-	-	1 356,54	-	-
2202	2202	130	1,1330	5 862,40	6 331,38	1 459,39	1 605,33	217,10	227,52	PB27	A15	16	721,49	769,77	?	8	360,74	389,60	36,82	2 454,83	2 491,65	40,00	40,00	9 382,61	9 363,60	12 625,02	147 326,35
		0	-	-	-	-	-	-	-	PB27	A16	16	721,49	769,77			-	-	-	-	-	-	-	-	769,77	-	-
2203	2203	130	1,1330	5 862,40	6 331,38	1 459,39	1 605,33	228,81	239,79	PB119	C17	12	541,11	577,33	S77	5	225,46	243,50	36,82	2 454,83	2 491,65	40,00	40,00	8 898,28	9 037,33	12 106,31	147 326,35
		0	-	-	-	-	-	-	-	PB120	C16	12	541,11	577,33			-	-	-	-	-	-	-	-	577,33	-	-
2204	2204	119	1,0371	5 366,35	5 795,65	1 335,90	1 469,49	170,19	178,36	PB22	A5	13	586,21	625,44	S75	5	225,46	243,50	33,71	2 247,11	2 280,82	40,00	40,00	8 265,22	8 352,44	11 210,58	134 860,27
		0	-	-	-	-	-	-	-	PB91	C7	12	541,11	577,33			-	-	-	-	-	-	-	-	577,33	-	-
2301	2301	138	1,2027	6 223,16	6 721,01	1 549,20	1 704,12	161,57	169,33	PB81	C49	12	541,11	577,33			-	-	39,09	2 605,89	2 644,98	40,00	40,00	9 056,15	9 211,78	12 434,09	156 392,58
		0	-	-	-	-	-	-	-	PB82	C48	12	541,11	577,33			-	-	-	-	-	-	-	-	577,33	-	-
2302	2302	120	1,0458	5 411,44	5 844,35	1 347,13	1 481,84	114,27	119,75	PB39	A42	12	541,11	577,33			-	-	33,99	2 265,99	2 299,98	40,00	40,00	7 995,06	8 063,28	10 940,59	135 993,55
		0	-	-	-	-	-	-	-	PB40	A41	12	541,11	577,33			-	-	-	-	-	-	-	-	577,33	-	-
2303	2303	141	1,2289	6 358,45	6 867,11	1 582,87	1 741,16	158,47	166,08	PB13	A45	12	541,11	577,33	S76	16	721,49	779,21	39,94	2 662,54	2 702,48	40,00	40,00	10 710,09	10 170,89	14 278,02	159 792,42
		0	-	-	-	-	-	-	-	PB14	A44	13	586,21	625,44	S78	16	721,49	779,21	-	-	-	-	-	-	1 404,65	-	-
2304	2304	137	1,1940	6 178,07	6 672,30	1 537,97	1 691,77	144,78	151,73	PB113	C32	12	541,11	577,33			-	-	38,81	2 587,01	2 625,81	40,00	40,00	9 028,14	9 133,13	12 384,38	155 259,30
		0	-	-	-	-	-	-	-	PB114	C31	13	586,21	625,44			-	-	-	-	-	-	-	-	625,44	-	-
2305	2305	138	1,2027	6 223,16	6 721,01	1 549,20	1 704,12	182,69	191,46	PB156	D39	15	676,39	721,66			-	-	39,09	2 605,89	2 644,98	40,00	40,00	9 347,83	9 378,24	12 744,89	156 392,58
		0	-	-	-	-	-	-	-	PB157	D38	15	676,39	721,66			-	-	-	-	-	-	-	-	721,66	-	-
2306	2306	120	1,0458	5 411,44	5 844,35	1 347,13	1 481,84	138,11	144,74	PB68	B29	27	1 217,51	1 298,99			-	-	33,99	2 265,99	2 299,98	40,00	40,00	8 785,49	8 809,92	11 783,46	135 993,55
		0	-	-	-	-	-	-	-	PB97	C1	14	631,30	673,55			-	-	-	-	-	-	-	-	673,55	-	-
2307	2307	137	1,1940	6 178,07	6 672,30	1 537,97	1 691,77	185,82	194,74	PB136	D11	12	541,11	577,33			-	-	38,81	2 587,01	2 625,81	40,00	40,00	9 024,08	9 176,14	12 379,28	155 259,30
		0	-	-	-	-	-	-	-	PB137	D10	12	541,11	577,33			-	-	-	-	-	-	-	-	577,33	-	-
2308	2308	122	1,0633	5 501,64	5 941,76	1 369,58	1 506,54	117,81	123,46	PB23	A8	13	586,21	625,44	S43	5	225,46	243,50	34,56	2 303,76	2 338,32	40,00	40,00	8 426,90	8 480,70	12 021,79	138 260,11
		0	-	-	-	-	-	-	-	PB24	A9	13	586,21	625,44			-	-	-	-	-	-	-	-	625,44	-	-
		0	-	-	-	-	-	-	-	PB43	A10	12	-	577,33			-	-	-	-	-	-	-	-	577,33	-	-
Unallocated EUA's		0	-	-	-	-	-	-	-				-	-	S12	17	-	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-				-	-	S15	8	-	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-				-	-	S19	14	-	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-				-	-	S24	9	-	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-				-	-	S57	5	-	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-				-	-	S67	5	-	-	-	-	-	-	-	-	-	-	-
		0	-	-	-	-	-	-	-				-	-	S79	5	-	-	-	-	-	-	-	-	-	-	-
127	126	11 474	100,0000	R 517 424,29	R 558 817,56	R 128 807,79	R 141 688,57	R 15 570,99	R 16 318,40			2 149	R 95 731,70	R 103 390,20		965	R 42 477,39	R 45 875,58	R 3 250,00	R 216 666,67	R 219 916,67	R 4 943,52	R 4 963,00	R 804 955,68	R 871 053,30	R 1 090 969,97	R 13 003 250,00

**THE BODY CORPORATE OF CARTWRIGHT'S CORNER
(Scheme number 531/2005)
Annual Financial Statements
for the year ended 30 September 2024**

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Index

The reports and statements set out below comprise the annual financial statements presented to the members:

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The following supplementary information does not form part of the annual financial statements and is unaudited:

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Independent Auditor's Report

To the Members of The Body Corporate of Cartwright's Corner

Report on the Audit of the Annual Financial Statements

Opinion

We have audited the annual financial statements of The Body Corporate of Cartwright's Corner (the body corporate) set out on pages 8 to 19, which comprise the statement of financial position as at 30 September 2024, statement of comprehensive income, statement of changes in reserves and statement of cash flows for the year then ended, and the notes to the annual financial statements, including a summary of significant accounting policies.

In our opinion, the annual financial statements present fairly, in all material respects, the financial position of The Body Corporate of Cartwright's Corner as at 30 September 2024, and its financial performance and cash flows for the year then ended in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Sectional Titles Schemes Management Act.

Basis for Opinion

We conducted our audit in accordance with International Standards on Auditing. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Annual 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 annual 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.

Other Information

The trustees are responsible for the other information. The other information comprises the information included in the document titled "The Body Corporate of Cartwright's Corner annual financial statements for the year ended 30 September 2024", which includes the Trustees' Report as required by the Sectional Titles Schemes Management Act and the supplementary information as set out on pages 20 to 21. The other information does not include the annual financial statements and our auditor's report thereon.

Our opinion on the annual financial statements does not cover the other information and we do not express an audit opinion or any form of assurance conclusion thereon.

In connection with our audit of the annual financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the annual financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated. If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

Independent Auditor's Report

Responsibilities of the Trustees for the Annual Financial Statements

The trustees are responsible for the preparation and fair presentation of the annual financial statements in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and the requirements of the Sectional Titles Schemes Management Act, and for such internal control as the trustees determine is necessary to enable the preparation of annual financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the annual 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 Annual Financial Statements

Our objectives are to obtain reasonable assurance about whether the annual 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 International Standards on Auditing 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 annual financial statements.

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

- Identify and assess the risks of material misstatement of the annual 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 annual 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 annual financial statements, including the disclosures, and whether the annual financial statements represent the underlying transactions and events in a manner that achieves fair presentation.

We communicate with the trustees regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

Independent Auditor's Report

Report on Other Legal and Regulatory Requirements

In accordance with the Management Rules of the body corporate and in terms of Regulation 6 of the Sectional Titles Schemes Management Regulations 2016, Rules 26(5)(c)(ii), (iii) and (iv), we report as follows:

Compliance findings with accounting requirements (Rule 26(5)(c)(ii))

The trustees are responsible to ensure that the body corporate complies with management rules 21, 24 and 26 adopted in terms of the Sectional Title Schemes Management Regulations 2016, which includes the implementation of systems, processes and internal controls such internal control as the trustees determine is necessary.

If during the course of our audit of the annual financial statements of the body corporate we become aware of any instances of non-compliance with the accounting requirements set out in management rules 21, 24 and 26 (the Rules), we are required to report our findings. We identified the following instances of non-compliance with the Rules:

- Rule 26(1)(d) by not complying with Rule 22(1)(b) and (e);
- Rule 26(4) as the prior year annual financial statements were not presented at the AGM within 4 months after the financial year end.

Management of the body corporate's financial affairs and funds (Rules 26(5)(c)(iii) and (iv))

The assurance engagements, or part of an assurance engagement, as contemplated in Management Rule 26(5)(c)(iii) and (iv) do not meet the preconditions for an assurance engagement as determined by the relevant International Standards applicable to audit, review and other assurance engagements. The subject matters are not appropriate and there are no suitable criteria for their engagement relating to whether the books of account of the body corporate have been kept and its funds have been managed so as to provide a reasonable level of protection against theft or fraud, and whether the financial affairs of the body corporate appear to be effectively managed, as required by Management Rules 26(5)(c)(iii) and (iv). We have not performed any audit, review or other assurance engagement in relation to these matters and accordingly we do not express any assurance opinion or conclusion thereon.



Cecil Kilpin & Co
Chartered Accountants (SA)
Registered Auditors
Per Partner: Melanie Spencer

Century City
Date: 21 February 2025

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

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 fairly present the state of affairs of the body corporate as at the end of the financial year and the results of its operations and cash flows for the period then ended, in conformity with the International Financial Reporting Standard for Small and Medium-sized Entities.

The annual financial statements are prepared in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities and are based upon appropriate accounting policies consistently applied and supported by reasonable and prudent judgments 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 trustees 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 corporate's 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 trustees have reviewed the body corporate's cash flow forecast for the year to 30 September 2025 and, in the light of this review and the current financial position, they are satisfied that the body corporate has or has access to adequate resources to continue in operational existence for the foreseeable future.

The trustees are aware of the legislation that was introduced by the Sectional Titles Schemes Management Act on 7 October 2016. This legislation requires that the body corporate maintain a reserve fund of not less than 25% of the previous year's operational levies. In order to achieve this, the trustees will include an adjustment in the budgets for 2025 and 2026 to comply with Regulation 2(a) and 2(c).

The external auditors are responsible for independently auditing and reporting on the body corporate's annual financial statements. The annual financial statements have been examined by the body corporate's external auditors and their report is presented on pages 2 to 4.

The annual financial statements set out on pages 6 to 19, which have been prepared on the going concern basis, were approved by the board of trustees and were signed on its behalf by:



Trustee



Trustee

Date: 20th Feb 2025

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Trustees' Report

The trustees submit their report for the year ended 30 September 2024.

1. Review of activities

Main business and operations

The body corporate is engaged in governing the property and operates principally in South Africa.

The controlling body was established to administer the common property of the Sectional Scheme known as Cartwright's Corner, situated at 19 Adderley Street, Cape Town, being Erf number 9387, for which a Sectional Title Register was opened.

All expenses applicable to the common property and administration are recovered from the various section owners by means of a monthly levy in terms of the rules of the body corporate and are in accordance with the participation quota applicable to each section.

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

2. Events after the reporting period

The trustees are not aware of any matter or circumstance arising since the end of the financial year that has a material impact on the annual financial statements.

3. Contributions

Contributions paid by sections owners and interest earned during the year were sufficient to meet expenditure, resulting in a levy surplus of R 3,108,527 (2023: R (417,423)).

4. Trustees

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

Name

Andre Hollander (Chairperson)
Lizo Ngqobongwana
Gill Spreeth
George Tullis
Rob Mashile

5. Managing Agent

The managing agent of the body corporate is Land & Sea Development Services (Pty) Ltd of:

Business address

15 Grotto Mews
3 Grotto Road
Rondebosch
7700

Postal address

Postnet Suite No.35
Private Bag X18
Rondebosch
7701

6. Management and conduct rules

There were no amendments or additions to the management and conduct rules.

7. Estimates of income and expenditure for the 2025 financial year

A budget for the next financial year will be presented for approval at the forthcoming annual general meeting.

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Trustees' Report

8. Insured replacement values

A schedule of the replacement values of all the units will be tabled for approval at the forthcoming annual general meeting.

9. Auditors

Cecil Kilpin & Co was the auditor for the year under review and their re-appointment is dependent on a resolution taken to that effect by the section owners at the forthcoming annual general meeting.

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Statement of Financial Position as at 30 September 2024

	Note(s)	2024 R	2023 R
Assets			
Non-Current Assets			
Property, plant and equipment	2	7,080,000	7,080,000
Current Assets			
Loans receivable	3	-	15,000
Trade and other receivables	4	814,772	677,365
Cash and cash equivalents	5	6,583,417	4,972,671
		7,398,189	5,665,036
Total Assets		14,478,189	12,745,036
Equity and Liabilities			
Owners' funds and reserves			
Non-distributable reserve		7,080,000	7,080,000
Reserve fund		2,511,445	1,470,673
Accumulated surplus		3,327,112	1,259,357
		12,918,557	9,810,030
Liabilities			
Current Liabilities			
Trade and other payables	6	1,454,650	2,853,480
Current tax payable		104,982	81,526
		1,559,632	2,935,006
Total Equity and Liabilities		14,478,189	12,745,036

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Statement of Comprehensive Income

	Note(s)	2024 R	2023 R
Revenue	7	9,460,652	8,178,937
Other income		3,530,478	3,247,736
Operating expenses		(10,217,315)	(12,115,264)
Operating surplus (deficit)		2,773,815	(688,591)
Investment revenue	13	439,689	352,699
Surplus (deficit) before taxation		3,213,504	(335,892)
Taxation	14	(104,977)	(81,531)
Surplus (deficit)		3,108,527	(417,423)

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Statement of Changes in Reserves

	Non-distributable reserve R	Reserve fund R	Accumulated surplus R	Total owners' funds and reserves R
Balance at 01 October 2022	7,080,000	1,800,505	1,346,947	10,227,452
Surplus (deficit)	-	-	(417,423)	(417,423)
Transfer between reserves	-	(329,833)	329,833	-
Total changes	-	(329,833)	329,833	-
Balance at 01 October 2023	7,080,000	1,470,673	1,259,357	9,810,030
Surplus (deficit)	-	-	3,108,527	3,108,527
Transfer between reserves	-	1,040,772	(1,040,772)	-
Total changes	-	1,040,772	(1,040,772)	-
Balance at 30 September 2024	7,080,000	2,511,445	3,327,112	12,918,557

Note(s)

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Statement of Cash Flows

	Note(s)	2024 R	2023 R
Cash flows from operating activities			
Cash generated from (used in) operations	16	1,237,578	(946,171)
Interest income		439,689	352,699
Tax paid	17	(81,521)	(48,608)
Net cash from operating activities		1,595,746	(642,080)
Cash flows from financing activities			
Loans receivable		15,000	(13,000)
Net cash from financing activities		15,000	(13,000)
Total cash movement for the year		1,610,746	(655,080)
Cash at the beginning of the year		4,972,671	5,627,751
Total cash at end of the year	5	6,583,417	4,972,671

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Accounting Policies

1. Basis of preparation and summary of significant accounting policies

The annual financial statements have been prepared on a going concern basis in accordance with the International Financial Reporting Standard for Small and Medium-sized Entities, and the Sectional Titles Schemes Management Act. The annual financial statements have been prepared on the historical cost basis, and incorporate the principal accounting policies set out below. They are presented in South African Rands.

These accounting policies are consistent with the previous period.

1.1 Property, plant and equipment

Property, plant and equipment are tangible assets which the body corporate holds for its own use or for rental to others and which are expected to be used for more than one period.

Property, plant and equipment is initially measured at cost.

Cost includes costs incurred initially to acquire or construct an item of property, plant and equipment and costs incurred subsequently to add to, replace part of, or service it. If a replacement cost is recognised in the carrying amount of an item of property, plant and equipment, the carrying amount of the replaced part is derecognised.

Expenditure incurred subsequently for major services, additions to or replacements of parts of property, plant and equipment are capitalised if it is probable that future economic benefits associated with the expenditure will flow to the body corporate and the cost can be measured reliably. Day to day servicing costs are included in surplus or deficit in the period in which they are incurred.

Property, plant and equipment is subsequently stated at cost less accumulated depreciation and any accumulated impairment losses, except for land which is stated at cost less any accumulated impairment losses.

Depreciation of an asset commences when the asset is available for use as intended by management. Depreciation is charged to write off the asset's carrying amount over its estimated useful life to its estimated residual value, using a method that best reflects the pattern in which the asset's economic benefits are consumed by the body corporate.

The useful lives of items of property, plant and equipment have been assessed as follows:

Item	Depreciation method	Average useful life
Buildings	Straight line	Indefinite

When indicators are present that the useful lives and residual values of items of property, plant and equipment have changed since the most recent annual reporting date, they are reassessed. Any changes are accounted for prospectively as a change in accounting estimate.

Impairment tests are performed on property, plant and equipment when there is an indicator that they may be impaired. When the carrying amount of an item of property, plant and equipment is assessed to be higher than the estimated recoverable amount, an impairment loss is recognised immediately in surplus or deficit to bring the carrying amount in line with the recoverable amount.

An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected from its continued use or disposal. Any gain or loss arising from the derecognition of an item of property, plant and equipment, determined as the difference between the net disposal proceeds, if any, and the carrying amount of the item, is included in surplus or deficit when the item is derecognised.

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Accounting Policies

1.2 Financial instruments

Trade and other receivables, loans and trade and other payables

Trade and other receivables, loans and trade and other payables are measured at cost less any impairment. At the end of each reporting date, the carrying amounts of assets held in this category are reviewed to determine whether there is any objective evidence of impairment. If so, an impairment loss is recognised.

Cash and cash equivalents

Cash and cash equivalents comprise cash on hand and demand deposits, and other short-term highly liquid investments that are readily convertible to a known amount of cash and are subject to an insignificant risk of changes in value. These are initially and subsequently recorded at fair value.

In terms of the Sectional Titles Schemes Management Act a reserve fund is maintained for the purposes of future maintenance and repairs to common property.

1.3 Tax

Current tax assets and liabilities

Current tax for current and prior periods is, to the extent unpaid, recognised as a liability. If the amount already paid in respect of current and prior periods exceeds the amount due for those periods, the excess is recognised as an asset.

Tax expenses

The body corporate is taxed in terms of section 10(1)(e) of the Income Tax Act, 1962. In terms of this section, levy income and recoveries are fully exempt. All other income is exempt up to a maximum of R50,000 per annum. Therefore, taxation is calculated and provided for on investment income and other income greater than R50,000 per annum less a portion of deductible administrative expenses.

1.4 Impairment of assets

The body corporate assesses at each reporting date whether there is any indication that an asset may be impaired. If any such indication exists, the body corporate estimates the recoverable amount of the asset.

1.5 Provisions and contingencies

Provisions are recognised when the body corporate has an obligation at the reporting date as a result of a past event; it is probable that the body corporate will be required to transfer economic benefits in settlement; and the amount of the obligation can be estimated reliably.

Provisions are not recognised for future operating losses.

1.6 Revenue

The ordinary levies are accounted for on a straight-line basis over the financial year and divided amongst the section owners on a participation quota basis. The annual ordinary levies are agreed and approved by the members at the body corporate's annual general meeting.

Levies have been accounted for on the accrual basis and therefore includes outstanding amounts owing by the owners.

Interest is recognised, in surplus or deficit, using the effective interest rate method.

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Notes to the Annual Financial Statements

	2024 R	2023 R
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2. Property, plant and equipment

	2024			2023		
	Cost or revaluation	Accumulated depreciation	Carrying value	Cost or revaluation	Accumulated depreciation	Carrying value
Buildings	7,080,000	-	7,080,000	7,080,000	-	7,080,000

Details of properties

This relates to unit 401(gym facility), the size of the unit is 314 square meters, it is situated at 19 Adderley Street, Cape Town.

The unit was donated by Old Mutual on 13 June 2012 to the Body Corporate.

The trustees resolved that the value of the gym facility should be the valuation as per the municipal account as at 30 September 2020.

3. Loans receivable

YD Yeats	-	15,000
The loan was secured, interest free and repayable in monthly installments of R 2,500 over 6 months		

4. Trade and other receivables

Levies in arrears	224,455	159,013
Recoveries receivable - Electricity	427,090	370,993
Recoveries receivable - Sewerage	38,972	36,276
Recoveries receivable - Water	45,643	42,333
Deposit - City of Cape Town	68,750	68,750
Sundry debtor - Shine The Way	9,862	-
	814,772	677,365

Ageing of levies in arrears

	2024				2023	
	Current	30 days	60 days	90 days +	Total	Total
Levies in arrears	73,486	47,442	24,871	78,656	224,455	159,013

The detailed age analysis of levies in arrears is available for inspection at the registered office of the body corporate.

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Notes to the Annual Financial Statements

	2024 R	2023 R
5. Cash and cash equivalents		
Cash and cash equivalents consist of:		
Administrative Fund - First National Bank 62915475265	667,152	1,318,750
Administrative Fund - First National Bank 74921102906	3,373,635	2,160,707
Administrative Fund - First National Bank 63085732634	4,333	-
Reserve Fund - First National Bank 74921102435	2,511,445	1,470,673
Netcash 51535438096	26,852	22,541
	6,583,417	4,972,671

Reconciliation of Reserve Fund

Major capital items	Amount in the reserve at year end	Estimated total cost for 10 years	Percentage saved	Surplus (Deficit)
Electrical systems	259,416	1,919,432	13.52 %	(1,660,016)
Plumbing and drainage	289,965	2,145,467	13.52 %	(1,855,502)
Roof maintenance budgets	460,447	3,406,869	13.52 %	(2,946,422)
Painting and waterproofing	95,147	704,000	13.52 %	(608,853)
Access control	166,390	1,231,126	13.52 %	(1,064,736)
Security systems	120,435	891,118	13.52 %	(770,683)
Lifestyle center	67,576	500,000	13.52 %	(432,424)
Fire control systems	316,895	2,344,722	13.52 %	(2,027,827)
Pumps	142,053	1,051,054	13.52 %	(909,001)
Lifts	245,209	1,814,312	13.52 %	(1,569,103)
Fans/ventilation	286,519	2,119,966	13.52 %	(1,833,447)
General	61,393	454,246	13.52 %	(392,853)
	2,511,445	18,582,312		(16,070,867)

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Notes to the Annual Financial Statements

	2024 R	2023 R
6. Trade and other payables		
Accrued expenses	921,409	419,151
Levies received in advance	472,141	433,488
Deposits received	5,000	5,000
Insurance claims control account	42,130	46,280
Provision for water and sewerage	-	1,937,661
Unallocated receipts	13,970	11,900
	1,454,650	2,853,480

Accrued expenses - age analysis by creditor

	2024					2023
	Current	30 days	60 days	90 days +	Total	Total
AMS Fire Plumbing and Project	-	-	-	-	-	15,600
Bryte Insurance Company Limited	9,324	-	-	-	9,324	-
Building Mechanical Solutions	1,300	-	-	-	1,300	-
Cecil Kilpin & Co	21,936	-	-	-	21,936	20,671
City of Cape Town - Assessment rates	7,240	-	-	-	7,240	6,832
City of Cape Town - Electricity	781,324	-	-	-	781,324	299,561
City of Cape Town - Refuse	23,517	-	-	-	23,517	17,909
City of Cape Town - Sewerage	15,448	-	-	-	15,448	19,277
City of Cape Town - Water	20,532	-	-	-	20,532	25,501
Impro Plumbing and Electrical	2,818	-	-	-	2,818	-
Kone Elevators	2,219	-	-	-	2,219	-
Lift audit provision	-	-	-	13,800	13,800	13,800
Mechanical Cooling and Maintenance	17,684	-	-	-	17,684	-
Skysite	4,267	-	-	-	4,267	-
Total	907,609	-	-	13,800	921,409	419,151

7. Revenue

Administrative fund levies	7,867,116	7,018,867
Reserve fund levies	1,533,056	1,100,002
CSOS levies	60,480	60,068
	9,460,652	8,178,937

8. Auditor's remuneration

Fees	20,528	19,366
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9. Capital expenditure

Lifts	466,988	-
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The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Notes to the Annual Financial Statements

	2024 R	2023 R
10. Insurance policy details		
Insurance company	Guardrisk Insurance Company Limited	
Policy Number	SB\FG612281	
Expiry date	31/07/2025	
Payment basis	Annually	
Fidelity cover sum insured	R7,974,494	
Insurance company	Bryte Insurance Company Limited	
Policy Number	GC34166230021	
Expiry date	31/07/2025	
Payment basis	Monthly	
Building sum insured	R596,176,425	
Public liability sum insured	R50,125,000	
Trustees indemnity sum insured	R10,000,000	
11. Repairs and maintenance - Administrative Fund		
Access control	35,974	39,511
Access tags and remotes	13,461	18,200
Building	20,065	49,948
Cameras	18,743	16,528
Carpets	-	1,070
Cleaning	561,059	542,445
Cleaning materials	27,081	17,064
Electrical	6,601	21,518
Fire system and equipment	78,340	101,684
Flooring	9,320	-
Full bores cleaning	82,093	21,586
General	16,779	7,976
Generator	9,711	11,060
Generator - SLA	9,612	9,169
Gym	1,490	2,540
HVAC	135,429	33,081
Lift	22,716	1,501
Lift maintenance	186,781	23,416
Lighting	27,519	34,656
Painting	32,076	69,630
Pest control	49,813	24,668
Plumbing	55,645	79,887
Pool	13,562	7,683
Refuse - recycling	12,876	-
Roller door	66,677	61,226
Security equipment	-	4,025
Signage	4,879	-
Transformers service	20,332	-
Water storage and booster pumps	52,993	13,603
Window cleaning	44,015	40,693
Windows and frames	55,694	35,763
	1,671,336	1,290,131

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Notes to the Annual Financial Statements

	2024 R	2023 R
12. Repairs and maintenance - Reserve Fund		
Access control	12,374	219,126
Basement lift replacement drive	79,454	237,823
Building	36,915	613,198
Electrics	419,483	136,620
Fire control systems	15,600	597,023
General	23,500	205,769
HVAC systems	-	124,713
Lifestyle center	51,782	-
Painting and waterproofing	37,480	-
Pumps	26,163	-
Roofing	97,268	-
Water storage and booster pumps	-	84,220
	800,019	2,218,492
13. Investment revenue		
Interest revenue		
Bank	425,457	335,446
Overdue owners' accounts	14,232	17,253
	439,689	352,699
14. Taxation		
Major components of the tax expense		
Current taxation		
South African normal tax - year	104,982	81,526
South African normal tax - prior period (over) under provision	(5)	5
	104,977	81,531
The body corporate is subject to tax at the company rate of 27% on the net investment income, in excess of R 50,000, in terms of Section 10(1)(e) of the Income Tax Act.		
The body corporate's income tax number is 9247/239/16/14.		
15. Surplus (deficit) for the year		
Administrative Fund surplus (deficit)	2,247,880	701,067
Reserve Fund surplus (deficit)	860,647	(1,118,490)
	3,108,527	(417,423)
16. Cash generated from (used in) operations		
Surplus (deficit) before taxation	3,213,504	(335,892)
Adjustments for:		
Interest received	(439,689)	(352,699)
Changes in working capital:		
Trade and other receivables	(137,407)	7,236
Trade and other payables	(1,398,830)	(264,816)
	1,237,578	(946,171)

The Body Corporate of Cartwright's Corner
 (Scheme number: 531/2005)
 Annual Financial Statements for the year ended 30 September 2024

Notes to the Annual Financial Statements

	2024 R	2023 R
17. Tax paid		
Balance at beginning of the year	(81,526)	(48,603)
Current tax for the year recognised in loss	(104,977)	(81,531)
Balance at end of the year	104,982	81,526
	(81,521)	(48,608)

18. Commitments

As per CSOS ruling the body corporate has been ordered to have the necessary repairs carried out on the common area which caused water ingress to unit 2304 within the next 6 months calculated from 1 August 2024.

The Body Corporate of Cartwright's Corner

(Scheme number: 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Detailed Income Statement

	Note(s)	2024 R	2023 R
Revenue			
Administrative fund levies		7,867,116	7,018,867
Reserve fund levies		1,533,056	1,100,002
CSOS levies		60,480	60,068
	7	9,460,652	8,178,937
Other income			
Debtors accounts written off		-	81,175
Recoveries		3,530,478	3,166,561
		3,530,478	3,247,736
Operating expenses			
Accounting fees		2,835	3,387
Airconditioning		227,893	171,568
Assessment rates		81,887	108,687
Auditors fees	8	20,528	19,366
Bank charges		6,473	6,464
CSOS levies		60,480	60,068
Capital expenditure	9	466,988	-
Debit order charges		1,381	-
Electricity		4,319,093	4,339,968
Email domain		2,385	1,235
Employee costs		692,027	587,891
Fibre service		11,258	10,338
Insurance	10	454,142	467,742
Levies - Unit 401		262,260	226,396
Management fees		284,585	270,922
Meeting costs		13,156	-
Meter reading		188,439	188,439
Printing and stationery		1,511	-
Professional fees		4,750	88,229
Refuse		283,707	257,390
Rental paid		-	28,044
Repairs and maintenance - Administrative Fund	11	1,671,336	1,290,131
Repairs and maintenance - Reserve Fund	12	800,019	2,218,492
Reversal of provision for water and sewerage		(1,937,661)	-
Security guarding		1,675,373	1,318,783
Sewerage treatment		268,111	198,212
Telephone		21,108	22,147
Water		333,166	231,365
Website domain		85	-
		10,217,315	12,115,264
Operating surplus (deficit)		2,773,815	(688,591)
Investment income	13	439,689	352,699
Surplus (deficit) before taxation		3,213,504	(335,892)
Taxation	14	(104,977)	(81,531)
Surplus (deficit)	15	3,108,527	(417,423)

The Body Corporate of Cartwright's Corner

(Scheme number: SS 531/2005)

Annual Financial Statements for the year ended 30 September 2024

Tax Computation

	2024
	R
Income subject to income tax	
Interest received on bank / investments	425,457
Interest received on late payment of levies	14,232
Total income subject to income tax	439,689
Less: Basic exemption	(50,000)
Income subject to income tax	389,689
Allowable expenditure	
Audit fees	20,528
Accounting fees	2,835
Bank charges	6,473
Allowable expenditure	29,836
Allowable deductions	
Income subject to income tax	389,689
Total income	13,430,819
X Allowable expenditure	29,836
= Allowable deductions	866
Tax payable	
Income subject to income tax	389,689
Less: Allowable deductions	(866)
Taxable income (loss)	388,823
Tax payable at 27%	104,982.17

Cartwright's Corner Body Corporate

SS No. 531/2005

Conduct Rules

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TAKE NOTICE THAT:

The following conduct rules impose either a financial or a maintenance obligation on members, namely conduct rules 6, 9, 11, 13, 14, 17, 19, 20, 21, 22 and 26.

1. Preliminary

1. (1) The conduct rules may not be added to, amended or repealed, except in accordance with section 10(2)(b), (3), (4), (5) and (6) of the Sectional Titles Schemes Management Act 8 of 2011 (“the Act”).

2. Binding nature

2. (1) These conduct rules have been made in terms of section 10(2)(b) of the Act, for the regulation, management, administration, use and enjoyment of sections and common property within Cartwright’s Corner Body Corporate (“the body corporate” and/or “the scheme”), and once submitted to, reviewed and approved by the Community Schemes Ombud Service (“the CSOS”), will form the final consolidated conduct rules of the body corporate.

(2) The provisions of these conduct rules bind the body corporate, the owners of sections and any person occupying a section. A member must take all reasonable steps to ensure compliance with the conduct rules in force, by any occupier/s or tenant/s of any section or exclusive use area, including any visitors, employees and/or guests.

(3) Should any damages be caused by, or penalties be imposed on, any of the persons referred to above, the owner of the particular section will be strictly liable to pay for the damages incurred, or to pay the penalties imposed, by the body corporate.

(4) The owners concerned may further be held liable for damages, penalties, expenses and charges incurred by the body corporate in enforcing compliance with the conduct rules.

3. Definitions and interpretation

3. (1) In these conduct rules the following words, unless the context otherwise requires, have the meanings hereinafter assigned to them:

(a) “**Act**” means the Sectional Titles Schemes Management Act 8 of 2011, as amended from time to time, and any Regulations and rules made, and in force, thereunder;

(b) “**alterations**” means any work involving structural alterations or additions to a section, including the removal, creation or modification of a wall or any structural part of the building, and will include any alterations, modifications or decorative work which affects the exterior appearance of a section;

(c) “**body corporate**” means the body corporate of the scheme as defined in the Act;

- (d) “**building**” means a structure of a permanent nature erected or to be erected and which is shown on a sectional plan as part of the scheme;
- (e) “**building manager**” means the duly appointed building manager of Cartwright’s Corner Body Corporate and can be found within the onsite office during office hours;
- (f) “**children**” means children under the age of 16 (sixteen) years;
- (g) “**common property**” means the common property of the scheme as defined in the Act, and as depicted on the sectional plan;
- (h) “**Community Schemes Ombud Service Act**” means the Community Schemes Ombud Service Act 9 of 2011, as amended from time to time, and any Regulations made and in force thereunder;
- (i) “**contractor**” means any artisan, builder, electrician, plumber or other person appointed by an owner, occupier or tenant to perform minor alterations, renovations or structural alterations in terms of these rules, including the workmen, employees, sub-contractors, suppliers and other service providers of the contractor;
- (j) “**exclusive use area**” means a part/s of the common property for the exclusive use by the owner/s, occupier/s or tenant/s of one or more sections;
- (k) “**letting agent**” means the letting agent appointed by an owner, who is undertaking to short-term rentals within their section, to control, administer and manage all short-term tenants staying within that owner’s section;
- (l) “**long-term tenant**” means any person residing within the body corporate as their primary residence for a period longer than 30 (thirty) consecutive days;
- (m) “**managing agent**” means the managing agent duly appointed by the body corporate to act as its agent for the purposes of managing Cartwright’s Corner Body Corporate;
- (n) “**motor vehicle**” includes any vehicle, truck, motorcycle or motorised scooter and/or bicycle;
- (o) “**occupiers**” means any person occupying the unit;
- (p) “**ombud**” means a person contemplated in section 21(2)(a) of the Community Schemes Ombud Service Act 9 of 2011;

(q) “**owner**” means the person/s in whose name the unit is registered at a deeds registry in terms of the Act or in whom ownership is vested by statute, including the trustee in an insolvent estate, the liquidator of a company or close corporation which is an owner, the executor of an owner who is deceased, or the representative of an owner who is a minor, or of unsound mind, recognised by law, and “owned” and “ownership” have a corresponding meaning;

(r) “**pets**” include all species of pets, including but not limited to dogs, cats, birds, and reptiles;

(s) “**renovations**” means any internal redecoration or refurbishment of the interior of a section, including the replacement, removal or creation of internal fittings, such as kitchen and other cupboards, sanitaryware, floor coverings, etc.;

(t) “**rules**” means the conduct rules referred to in section 10(2)(b);

(u) “**scheme**” means Cartwright’s Corner Body Corporate SS. No 531/2005, as depicted on the sectional plan;

(v) “**section**” means a primary and utility section in the scheme, as defined in the Act and as depicted on the sectional plan;

(w) “**sectional plan**” means the sectional plan of the scheme as registered with the surveyor general and deeds registry;

(x) “**short-term tenant**” means any person temporarily residing within the scheme for a period less than 30 (thirty) consecutive days;

(y) “**trustees**” means the trustees of the body corporate, and

(z) “**visitor**” means any person/s visiting a unit, other than those person/s defined under occupier, including guests, employee/s and contractor/s.

(2) In the interpretation of these conduct rules:

(a) words and expressions used will bear the meanings assigned to them in the Act;

(b) the singular number will include the plural and the converse will apply;

(c) the masculine gender will include the feminine and neuter genders, and the converse will apply, and

(d) A reference to natural persons includes legal persons and the converse will apply.

4. Indemnity

4. (1) The owner or occupier of a section, their family, employees, guests and service providers shall indemnify, defend and hold harmless the Trustee Committee of the body corporate from any and all claims, demands, suits, actions, proceedings, loss, cost and damages of every kind and description including any reasonable attorney's fees and or litigation expenses caused by, arising out of or contributed to in whole or in part by reasons of any act, omission, professional error, fault, mistake or negligence of the Trustee Committee, their employees, agents, representatives or sub contractors' employees, agents or representatives in connection with or incidental to the performance of their duties. The duly elected trustees of this body corporate shall under no circumstances be held personally liable whilst performing their duties as trustees unless found to be grossly negligent.

5. Written consent of the trustees

5. (1) Certain conduct rules require the written consent of the trustees. Application for such consent must be made in writing to the building manager, and the applicant owner must furnish the building manager, on behalf of the trustees, with all the information, details and documentation, as required.
- (2) The trustees may attach reasonable conditions to their consent, and may withdraw such consent in the event of non-compliance with any of the said conditions, and when withdrawing their consent, the trustees must notify the owner in writing, and furnish the reasons for their decision.
- (3) Should any unforeseen circumstances and/or matters, currently not catered for in these rules, arise in the future, the trustees may attach further reasonable conditions after consent has been granted in order to deal with any additional shortcomings, including, but not limited to, access control procedures, the regulation of short-term letting etc.

6. Behaviour in sections and exclusive use areas

6. (1) Owners, occupiers and/or tenants must not use their section or exclusive use area, or permit same to be used, in such a manner or for such purpose which may cause a nuisance to any owner, occupier or tenant.
- (2) Owners, occupiers, tenants and/or visitors must not cause a nuisance to any other occupiers with their smoking, and must be cognisant of the fact that the building has a shared Heating, Ventilation and Air Conditioning ("HVAC") system making other owners, occupiers and/or tenants more susceptible to smoke nuisance.
- (3) Owners, occupiers and/or tenants will be subject to the limitations imposed by smoke legislation where applicable and as amended from time to time and must install smoke detectors within their section to monitor any smoke nuisance.
- (4) The slaughtering of animals or poultry for cultural and/or religious reasons, will only be permissible in a section and/or exclusive use area, provided that:

(a) an owner, occupier and/or tenant has obtained the prior written consent of the trustees, which consent will not unreasonably be withheld. The trustees may provide for any reasonable condition in regard to the cultural and/or ritual slaughtering of animals or poultry;

(b) The written application for trustee consideration and approval must specify:

(i) a reasonable date and time for the slaughtering to take place;

(ii) the type of animal to be slaughtered;

(iii) the name and qualifications of the person who will be carrying out the slaughtering ritual;

(iv) that the animal will be brought onto the premises immediately prior to the slaughtering ritual and that the carcass will be removed immediately thereafter;

(v) that the Municipality has granted consent in terms of the applicable By-Laws;

(vi) that the Department of Health has granted consent;

(vii) that the Society for the Prevention of Cruelty to Animals (SPCA) will ensure that an official will attend the ritual to ensure that the animal will not endure unnecessary pain or suffering, and

(viii) that all affected owners, occupiers and tenants within the scheme have received written notification of the slaughtering ritual to take place, which notification must set out the date and time that the slaughtering ritual is scheduled for.

(5) Owners must at all times ensure that the number of persons who permanently, or temporarily, reside in that section does not exceed 2 (two) persons, per bedroom, or habitable room. For purposes of this rule, a habitable room does not include a lounge, kitchen, or any other room for which the use of same was not intended for sleeping purposes.

(6) The above restriction will also apply to the number of visitors each section is permitted to have at any given time, i.e. 2 (two) visitors per bedroom, or habitable room.

(7) The owner must at all times maintain their section in good, clean and habitable order and condition, and will be responsible for all interior painting, maintenance, inclusive of blockage of sewers and sanitary equipment and connections, and repairs of whatever nature including repairs to doors and windows located within the section.

(8) Owners, occupiers and/or tenants must take care to avoid costly damage and possible injury by securing doors and windows in adverse weather conditions.

(9) An owner must 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 or floors of their section.

(10) An owner may install a locking or safety device within their section to protect the section against intruders, or a screen to prevent entry of animals or insects, if the device or screen is soundly built and is consistent with a design, colour, style and materials approved in writing by the trustees and that it is not visible from outside of the section. The owner must keep said device installed in good working order and repair.

(11) An owner is obliged to maintain all alterations, additions or decorations made by them to the exterior of their section in a state of good working order and repair and to take all reasonable steps to keep it in a clean, hygienic and neat condition.

(12) Owners, occupiers and/or tenants must not place or do anything on any part of their section or exclusive use area, which at the discretion of the trustees, is aesthetically displeasing or undesirable when viewed from the outside of the scheme.

(13) Owners, occupiers and/or tenants must not, without the prior written consent of the trustees, make a change to the external appearance of the section or any exclusive use area allocated to it, unless that change is minor and in no way affects the aesthetic appearance of the scheme when viewed from the outside.

(14) Owners, occupiers and/or tenants must ensure that sections are provided with adequate curtaining, lining or blinds at all times. All curtains must be lined in a plain white fabric, as to provide a uniform appearance from outside of the scheme.

(15) Only reflective or tinting foil colours that are currently used in the scheme, such as gold, may be attached to windows, in order to provide a uniform appearance from outside of the scheme.

(16) Should an owner or occupier, i.e. a person permanently residing within the body corporate, wish to host a party or function in their section, they are permitted to do so provided that 24 (twenty-four) hour written notice of said party or function is submitted to the building manager beforehand.

(17) Should a short-term tenant, i.e. a person not permanently residing within the body corporate, wish to host a part or function in their section, they are permitted to do so provided that the prior written consent of the building manager is obtained, at least 12 (twelve) hours in advance. The consent of the building manager may not be unreasonably withheld, but will have regard to the number of people attending the party or function.

(18) For purposes of the above rules, a function shall mean any a gathering of 4 (four) persons or more, including the occupiers of the unit.

(19) Any broken windows within the scheme must be reported to the trustees, through the building manager, within 48 (forty-eight) hours.

7. Alterations and renovations

7. (1) Any owner planning to undertake an alteration/s and/or renovation/s to their section must obtain the prior written consent of the trustees. In doing so, the applicant owner must fully complete, sign and submit to the trustees, an application substantially in the form of the Annexures marked B and C.

(2) In the event that an owner wishes to undertake to an alteration that results in the extension of the boundaries or floor area of their section, they will have to comply with the provisions of section 5(1)(h) of the Act, and section 24(3) of the Sectional Titles Act 95 of 1986.

8. Business activities

8. (1) No owner, occupier and/or tenant may hold or allow to be held any auction, other than those required for the purposes of a sale in execution of a unit.

(2) No owner, occupier and/or tenant may hold or allow to be held exhibition/s or jumble sale/s in their section, exclusive use area or any portion of the common property.

(3) No owner, occupier and/or tenant may run a business from their section or exclusive use area so as to cause a nuisance or be in contravention of the Municipal By-Laws.

(4) No owner, occupier and/or tenant may run a business on any part of the common property.

(5) No advertisements or publicity material may be displayed or distributed on the common property without the prior written consent of the trustees.

9. Eradication of pests

9. (1) An owner, occupier and/or tenant must keep the section free of wood-destroying insects, including white ants and borer beetles.

(2) An owner, occupier and/or tenant must allow the trustees, the managing agent, or their duly authorised representatives to enter the section on reasonable notice to inspect it and take any action reasonably necessary to eradicate any such pests and replace damaged woodwork and other materials.

(3) The body corporate must recover the costs of the inspection and replacement from the owner of the section.

(4) No owner, occupier and/or tenant may feed any animal, bird or reptile on any part of the common property or from their section, except in the case of domestic pets for which they have obtained the

prior written consent of the trustees, and must refrain from doing anything, which might encourage the frequenting of pigeons, rodents, cockroaches or stray animals anywhere on the property.

10. Letting

10. (1) The sub-letting of sections is prohibited, unless the prior written consent of the trustees has been provided.

(2) An owner and/or letting agent may not let or part with their section for a period less than 24 (twenty-four) consecutive hours.

(3) An owner and/or letting agent must, prior to occupancy being taken by a tenant:

(a) appropriately screen all tenants to ensure their suitability, and must not lease their section or otherwise grant rights of occupancy to any person if by so doing they contravene the law or any Act or By-Law;

(b) provide the trustees, building manager and/or managing agent with the tenant/s details including, incoming and outgoing dates, tenant/s name, number of guests, mobile number, email address as well as a copy of all their ID's/passports and the lease agreement, noting that access to the scheme will only be permitted once the information have been provided;

(c) provide the building managing with a copy of the lease agreement that sufficiently captures the aforementioned details, or any other document that the building manager can use to capture the relevant details for the scheme's access control system, in the event of a long-term tenant;

(d) provide the building manager with a copy of the signed Annexure D form in the event of a short-term tenant;

(e) furnish them, short-term and long-term tenants, with a copy of these conduct rules, and inform them of their obligation to observe the rules;

(f) must make use of a rental and/or letting agent, in order to have control over the administration and management of the letting process;

(g) insist, that the letting agent has a fine or penalty system in their letting agreement should the tenant/s transgress any rules, and

(h) ensure that either the keys to the section are stored in an appropriate lock box, installed with the prior written consent of the trustees, or that the aforementioned letting agent must, with 12 (twelve) hours of checking in, be present at the scheme upon the tenants, including short-term tenants, arrival to hand over the keys to them.

(4) Should any short-term tenants contravene provisions in these rules 3 (three) times or more in a 1 (one) month period, said owner may be suspended from undertaking any short-term lets for a duration of up to 6 (six) months.

(5) All tenants and other persons granted rights of occupancy by any owner are obliged to comply with the conduct rules, notwithstanding any provision to the contrary contained in, or the absence of provisions in, any lease and/or any grant of rights of occupancy.

(6) No lease agreement will in any way release owners from any of their obligations in terms of the provision of the Act, or the conduct rules.

(7) The conduct rules in relation to the use and occupation of sections and common property are binding on owners, their occupiers and tenants, and it is the duty of an owner to ensure that their occupiers and tenants, including their employees, letting agents, guests and family members comply with the conduct rules.

11. Behaviour on common property

11. (1) No owner, occupier and/or tenant may make use of any part of the common property, to the exclusion of other owners, occupiers and/or tenants, or in such a way that interferes with the use and enjoyment thereof by other persons lawfully on the premises.

(2) An owner, occupier and/or tenant must not obstruct the lawful use of the common property by any other person.

(3) Owners, occupiers and/or tenants must not, without the prior written consent of the trustees:

(a) store or leave, or allow to be stored or left, any article or thing on or in any part of the common property;

(b) place, store, leave any object on any part of the common property, or allow or permit it to be so placed, stored, or left;

(c) erect any tent or similar structure of a temporary nature on the common property;

(d) maintain, add to or remove from the common property gardens;

(e) mark, paint, drive nails, screws or other objects into, or otherwise damage or deface a structure that forms part of the common property, and

(f) go onto the roof of any building within the scheme.

(4) No person/s may smoke any tobacco product, including electronic or similar smoking devices, including legalised marijuana, as it is strictly prohibited on the common property.

- (5) The owner or occupier of a section must ensure that no alcohol is consumed on the common property, and must further not bring on to, or use, or allow to be used, any illegal substance on the common property.
- (6) An owner, occupier and/or tenant may not slaughter any animal or poultry on the common property.
- (7) No owner, occupier and/or tenant may cure or hang up to dry any meat, fish, skin, or the like on any part of the common property.
- (8) Owners, occupiers and/or tenants may not cause any damage to the common property during transporting their luggage and/or furniture. Such person must ensure the proper use of the lift blanket which includes hanging, followed by removal and storage.
- (9) The building manager must be informed, at least 72 (seventy-two) hours in advance, in the event that an owner, occupier and/or tenant has planned for the moving of furniture and/or appliances.
- (10) No owner, occupier and/or tenant may load the lift in excess of the designated maximum carrying capacity.
- (11) Owners, occupiers and/or tenants must not track excessive sand or dirt into the foyer, lift or stairs, or leave any objects or mess in these areas.
- (12) Children are not permitted to play on any portion of the common property, unless under adult supervision.
- (13) Owners, occupiers and/or tenants must not cause or permit the striking, throwing or bouncing of balls or other objects against any of the walls and/or windows of the common property.
- (14) No person/s may jump or climb over walls, perimeter walls, security gates or fencing.
- (15) The use of bicycles, tricycles, roller skates, skateboards and other similar objects is not permitted on the common property.
- (16) No obstacles or objects, which may interfere with the normal operation of the electronic gates, may be inserted therein or placed in such a manner so as to avoid the automatic closure of the gate.
- (17) No person/s may tamper with or attempt repairs to the electronic gates or its components. Any faults are to be reported to the trustees or managing agent.

(18) In the event of damage of whatsoever nature being caused to the common property, by an owner, occupier, tenant or any of their visitors, contractors or employees, the owner will be responsible for the costs of such repair.

(19) Owners, occupiers and/or tenants must not keep any object or do anything to and/or on the common property, in contravention of these rules, after receipt of a notice to desist has been received from the trustees.

(20) Access to the common areas may be reasonably regulated, as determined in the discretion of the trustees.

12. Laundry

12. (1) An owner, occupier and/or tenant must not, without the prior written consent of the trustees:

(a) erect washing lines or similar on the common property;

(b) hang laundry or other items in a section or any exclusive use area allocated to it, if the articles are visible from another section or the common property, or from outside the scheme, and

(c) carpets, mats, brooms, mops or any other cleaning apparatus may not be shaken, dusted or beaten over balconies or through windows.

(2) An owner, occupier and/or tenant must not erect their own washing lines or tie washing lines to balcony railings.

13. Installations

13. (1) No owner, occupier and/or tenant may, without the prior written consent of the trustees, erect a satellite dish, or similar device for the reception or transmission of television or other signals, which is visible from outside their section.

(2) Extractor fans for kitchen cookers and barbeques, as well as washing machine and/or tumble dryer extractors, may only be vented out of the section, in a position approved in terms of the prior written consent of the trustees, and will further not be permitted to impinge on the air quality or temperature of other sections.

(3) Air conditioning units, sky lights, generators, exterior blinds, awnings and water tanks will only be permitted with the prior written consent of the trustees, which consent may be subject to conditions in regard to the location, method of installation and use.

(4) The installation of individual solar panels for an owner, occupier or tenant's use is not permitted within the scheme.

(5) The prior written consent of the trustees for any installation may be withdrawn at any time in the event of non-compliance with any imposed condition/s. In the event of such withdrawal of consent,

the owner will be warned that they are responsible for the immediate removal of the said installation, at their own cost, and in the event that they fail to remove same, they will be liable for penalties.

(6) The owner will be responsible for the maintenance and repair and replacement of the installation, including but not limited to all pipes, wires, cables and ducts that service the installation, notwithstanding the fact that such pipes, wires, cables or ducts may be located on common property, including all associated costs.

14. Behaviour within the scheme

14. (1) An owner, occupier and/or tenant must not cause or permit any disorderly conduct of whatsoever nature upon the section or any part of the common property or do or permit any act, matter or thing in or about the same which may constitute or cause a nuisance or disturbance or any inconvenience to any other owner, occupier and/or tenant, in the quiet enjoyment of their own premises or which is likely to or in any way may tend to affect detrimentally the benefit, enjoyment, rights of occupation or the interests of any other owner, occupier and/or tenant.

(2) An owner, occupier and/or tenant must not use the property or permit it to be used for any purpose which is injurious to the reputation of the scheme.

(3) An owner, occupier and/or tenant must take reasonable steps to ensure that their visitors do not behave in a way likely to interfere with the peaceful enjoyment of the scheme.

(4) An owner, occupier and/or tenant must give the trustees and/or the managing agent, at least 24 (twenty-four) hours' notice, except in the case of an emergency, should their plumber or electrician require the water or electricity to be shut-off within the scheme.

(5) Owners, occupiers and/or tenants must familiarize themselves with the location of the water and electricity shut-off points within the scheme.

(6) No explosives, crackers, fireworks or items of similar nature may at any time be lit and/or set off within the scheme.

(7) No firearms may be discharged within the scheme, except under such circumstances, which would reasonably justify the use of a firearm for private defence.

(8) No drones may be operated within the scheme without the written consent of the trustees and provided that the operator must be appropriately licensed.

(9) An owner, occupier and/or tenant must not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property, or of a section, so as to be visible from outside the scheme, without the prior written consent of the trustees.

(10) Braaing, of whatsoever nature, is prohibited within the scheme, unless the prior written consent of the trustees has been provided.

(11) Vandalism and/or graffiti of any nature whatsoever will not be tolerated on the common property.

15. Employees

15. (1) An owner, occupier, tenant and/or letting agent may not request the employee/s of the body corporate to perform personal tasks for them during their working hours.

(2) Owners, occupiers and/or tenants may not interfere with the employee/s of the body corporate in the performance of their duties or instruct them in regard to the common property.

16. Keeping of pets

16. (1) An owner, occupier and/or tenant may not, without the written consent of the trustees, whose approval may not be unreasonably withheld, keep any pet in a section and exclusive use area.

(2) The trustees may provide for any reasonable condition in regard to the keeping of a pet in a section and exclusive use area, which conditions are set out in Annexure A below.

(3) An owner, occupier and/or tenant suffering from a disability, and who reasonably requires a guide, hearing or assistance dog, will be considered to have the trustees' consent to keep such dog in a section and exclusive use area, and to accompany such person on the common property, they will need to complete Annexure A for the schemes records.

(4) Visitors are not permitted to bring their pets into the scheme, unless the prior written consent of the trustees has been obtained.

17. Littering, refuse and waste disposal

17. (1) An owner, occupier and/or tenant must not leave refuse or other materials including any rubbish, dirt, cigarette butts, food scraps, chewing gum, bottles, junk mail or any litter whatsoever on the common property.

(2) An owner, occupier and/or tenant must ensure that all refuse bags are securely tied to prevent leakage, that all open tins and bottles are properly drained, and that all broken glass or objects with sharp edges are properly wrapped.

(3) Unless the trustees provide an alternate method to dispose of refuse, the owner, occupier and/or tenant must keep a receptacle for refuse, in a clean and dry condition, and adequately covered in the section, or on a part of the common property designated by the trustees for this purpose.

(4) Except as set out herein, no receptacles, refuse or refuse bags, builders' rubble or any other kind of waste, may be left in the corridors, walkways or any other part of the common property.

(5) An owner, occupier and/or tenant must ensure that when carrying their refuse to the designated refuse area, the refuse bags, containers or other receptacles do not leak or cause a mess to the common areas, and should the said mess occur, they are responsible to clean same.

(6) The owner, occupier and/or tenant must:

(a) move the refuse receptacle to the place and at the time/s so designated by the trustees, for collection purposes, and promptly retrieve it from these places following refuse collection, and

(b) ensure that they do not, in disposing of their refuse, adversely affect the health, hygiene or comfort of the other owners, occupiers and/or tenants.

(7) An owner, occupier and/or tenant is responsible for the removal of all other types of refuse, including builder's rubble, from their own section, and such types of refuse must be kept inside the section until it is removed from the scheme.

(8) By prior arrangement with the managing agent, building supervisor or security builder's rubble, packing cases and similar refuse may be deposited in a designated area, for municipal or other collection services.

(9) Owners, occupiers and/or tenants must ensure compliance with recycling initiatives.

18. Noise

18. (1) An owner, occupier and/or tenant must be cognisant of the close proximity of the sections to one another and must not allow any persistent and unreasonable noise levels to disturb other owners, occupiers and/or tenants.

(2) An owner, occupier and/or tenant must not create noise likely to interfere with the peaceful enjoyment of another section or another person's peaceful enjoyment of the common property.

(3) Excessive noise that can be heard from adjoining sections or the common property must reasonably be avoided from 22:00 to 07:00 daily.

(4) Owners, occupiers and/or tenants must take every effort that they and/or their visitors arriving or departing to do so with little disturbance to other owners, occupiers and/or tenants.

(5) Radios, musical instruments and devices, Bluetooth speakers, television sets, etc., must be used in such a manner so as not to be heard in adjoining units or on the common property.

(6) Power tools and other noise-producing equipment if operated outside the times stipulated, in Annexure C, must cause minimum nuisance to other owners, occupiers and/or tenants.

19. Vehicles

19. (1) Any person/s entering the scheme must obey all signs and road markings containing directions for the use and parking of vehicles on the common property.
- (2) No unlicensed person may drive any vehicle on the common property.
- (3) No hooters may be sounded within the scheme or outside the security gate, other than in an emergency.
- (4) No slamming of vehicle door/s.
- (5) No revving of engines excessively.
- (6) No vehicle radio and/or sound system may be set at a volume audible outside the vehicle.
- (7) No vehicle may be driven on the common property with the headlights set on bright.
- (8) When on common property, vehicles must not be driven recklessly or in such a manner as could adversely affect the safety of the occupiers in the scheme, or to create a nuisance.
- (9) No person may exceed the speed limit of 20km (twenty kilometers) per hour when driving their vehicle on the common property.
- (10) No person may drive any vehicle on the common property except on the roads and driveways constructed for such purpose.
- (11) Tailgating in and out through the main gates is prohibited.
- (12) Quad bikes and similar vehicles may not be used on the common property other than for entering and exiting the scheme, nor may they be left, parked and/or stored on any part of the common property where they may cause an obstruction, nuisance and/or danger to any other owner, occupier and/or tenant.
- (13) Motorcycles are only permitted to be parked in parking bays so designated for the purpose of parking motorcycles.
- (14) Only light delivery and/or removal vehicles will be permitted on the common property, and all large delivery and/or removal vehicles must remain outside the scheme.
- (15) All vehicles must not drip oil, petrol or brake fluid onto the common property, or in any way deface the common property.
- (16) Should any vehicle cause a mess or damage to the common property, the owner of the respective unit will be solely responsible for the immediate cleaning of the mess and/or repair of the damage caused to the common property, failing which the trustees will be entitled to arrange

that the relevant area of common property be cleaned and/or repaired, and all costs incurred will be for the owner's account.

(17) No vehicles may be washed on common property.

20. Parking

20. (1) Without the prior written consent of the trustees, which consent must state any reasonable conditions, including the duration for which it is given, except in the case of an emergency, no owner, occupier and/or tenant may:

(a) park any vehicle on the common property, or permit or allow any of their visitors' vehicles to be parked on common property;

(b) park a vehicle, which is not in regular use, unlicensed or unroadworthy, on the common property;

(c) dismantle or effect major repairs to any vehicle on any portion of the common property, an exclusive use area or within a section, and

(d) abandon any vehicle on the common property.

(2) The trustees may cause any vehicle to be wheel-clamped at the risk and expense of the owner of the vehicle.

(3) A release fee must be paid before the wheel-clamp will be removed. Until otherwise determined by the owners in a general meeting, a release fee of R500.00 (Five Hundred Rand) will be payable.

(4) In the event that an owner of a vehicle wishes to remove a wheel-clamp during hours in which no one is available to do so, the trustees, through the building manager and/or security staff, will place a notice on the vehicle, which provides the contact details of the person responsible for releasing the wheel-clamp.

(5) No vehicle may be parked, so as to obstruct the movement of pedestrians or other vehicles on the common property, or as to impede the use of any parking bay, as well as fire hydrants.

(6) Vehicles are not permitted to be parked in a parking bay in such a manner as to encroach over another parking bay.

(7) The right to park vehicles upon the common property is subject to the express condition that every vehicle is parked at the owner of the vehicles risk and responsibility, and that no liability will attach to the body corporate, or its agents, or any of their employees, for any loss or damage of whatever nature, which the owner or any person claiming through or under them, may suffer in consequence of their vehicle having been parked on the common property.

(8) An owner, occupier and/or tenant may only use the common property parking bays for short periods, including for the purpose of loading and unloading items from their vehicles as well as the collection and drop off of persons.

(9) An owner, occupier and/or tenant must:

(a) keep their parking bay in a neat and presentable condition;

(b) not use a parking bay for any purpose other than the parking of a vehicle or motorcycle, and

(c) ensure that should a parking bay be used for storage, it must still be capable of being used for the parking of a vehicle or motorcycle.

(10) No person/s may sleep or overnight in a parking bay.

21. Safety and Security

21. (1) Owners, occupiers and/or tenants must ensure that the security and safety of all owners, occupiers and/or tenants as well as their properties are preserved and protected, and in particular must:

(a) ensure that upon entering or leaving, all security doors and gates are properly closed;

(b) that such doors and gates are never opened for persons other than those visiting the owner, occupier and/or tenant, known to occupy a section, and

(c) comply with the relevant access control procedures in place, such access control procedure will be regulated by the trustees from time to time.

(2) Unauthorised traders and hawkers are not permitted within the scheme and must be reported to the security, trustees and/or managing agent.

(3) Any contractor must be supervised by the owner, occupier and/or tenant, and when entering the scheme, must report to the building manager such that their personal details, i.e. contact number, ID number etc., may be captured in the body corporate system.

(4) Due to the frequency of access to the scheme required by any private domestic worker of an owner, occupier and/or tenant, said domestic worker will need to be registered with the building manager, such that they may receive the relevant access card to access the relevant part of the building where their employer's unit is located, as well as to enter and exit the scheme.

(5) The owner will be liable to replace and/or recode any faulty and/or lost access device at their cost. A faulty device must be returned to security, the trustees and/or managing agent, before a new device will be issued.

(6) All visitors need to be escorted to their vehicles until exiting the property, ensuring that all gates are securely shut.

(7) The body corporate may not be liable or responsible for the receipt or non-receipt and delivery or non-delivery of goods, postal matter or any other property. All delivery persons need to be escorted and observed by the relevant owner to their vehicles until exiting the property ensuring that all gates are securely shut.

(8) The body corporate, through its security services, will be permitted to accept keys, cards, packages, bags, or items of similar nature, on behalf of any person, under the proviso that it will only be for a specified time period, to be agreed upon between the person whose property is being held and the body corporate's security service, and that the body corporate will not be held liable or responsible for the loss, damage or theft of any items whilst they are in the possession of the body corporate security services.

(9) No taxis, uber cars or the like are permitted within the scheme.

(10) Pedestrians may only enter and exit the building through the relevant pedestrian entrances, and are not permitted to make use of the motor gate for entry and exit into the scheme.

(11) Should an owner wish to sell their unit and in the event of a show house being required the following procedure must be strictly adhered to:

(a) the owner must advise the managing agents 7 (seven) days prior to the date, in writing, of the date and time of the intended showing, as well as the relevant details of the estate agent employed to do such showing;

(b) show days will be restricted to appointment only;

(c) no on show or for sale signs will be permitted on any part of a section, exclusive use area or the common property;

(d) all estate agents and prospective purchasers will be required to adhere to the access control procedures, and

(e) apart from the unit on show, prospective purchaser/s will be entitled to view the common property, provided they do so with the estate agent.

(12) In the event that of a death of a registered owner of a unit, the deceased owner's next-of-kin must inform the managing agent, as soon as reasonably possible, that the section will now be forming part of an estate late and be subject to the relevant requirements that will now follow.

(13) No person shall engage in any criminal activity, including but not limited to, organized crime, prostitution, domestic violence, public indecency and drug-related activity, on or near the premises. For the purpose of the interpretation of these rules, "drug-related activity" means the illegal manufacture, sale, distribution, use, or possession, with the intent to manufacture, sell, distribute, or use, a controlled substance.

(14) Any person witnessing any such illegal activity within the scheme is encouraged to report such activity to the local authorities and/or security.

22. Storage of flammable materials

22. (1) An owner, occupier and/or tenant must not, without the prior written consent of the trustees, store a flammable substance in a section, exclusive use area or on the common property, unless the substance is used or intended for the use of domestic purposes. This rule does not apply to the storage of fuel or gas in:

(a) the fuel tank of a vehicle, boat, generator or engine, and

(b) a fuel tank or gas cylinder kept for domestic purposes.

(2) No owner, occupier, tenant or their visitors are permitted to tamper with any firefighting equipment or use the said fire equipment other than for the purpose of extinguishing a fire.

(3) Reference must be made to the Pressure Equipment Regulations, in terms of the Occupational Health and Safety Act 85 of 1993. In terms of these Regulations, all gas installations must have a Certificate of Compliance, which states that the installation has been properly inspected and is determined to be safe and leak free. As of 1 May 2023, all gas installation Certificates of Compliance must be in the prescribed form, as per SAQCC Gas Regulations, and gas compliance agencies are not permitted to make use of any other form. The certificate must be issued by an authorised person, who is registered with the Liquefied Petroleum Gas Safety Association of Southern Africa.

(4) An owner, occupier and/or tenant must not store any material, or do or permit or allow to be done, any other dangerous act in the building or on the common property which will or may increase the rate of the premium payable by the body corporate on any insurance policy.

(5) Should fire sprinklers and/or any other fire prevention and/or protection methods or equipment be required by the scheme's current insurers, potential future insurers or local authorities, in any part of the scheme due to the use to which a section is put, the owner of such section will be held responsible for any cost of ensuring compliance with any such requirements.

(6) The owner must ensure that the applicable fire regulations have been complied with, with regard to any occupancy and floor size of a section.

(7) The owner must submit a certificate confirming the inspection and servicing of all fire equipment located within a section to the trustees when so requested.

23. Swimming pool and gym area

23. (1) Owners, occupiers and/or tenants may use the swimming pool, subject to the following conditions:

(a) no alcohol is permitted;

- (b) no glass bottles or containers are permitted;
- (c) no loud music is permitted;
- (d) no swimming is permitted after 21:00 or before 06:00 daily;
- (e) children using the swimming pool, must be under the supervision of an adult, who will be responsible for their safety and conduct;
- (f) only the employees and contractors of the body corporate will be permitted access to the swimming pool pump, equipment enclosures, chemicals and cleaning equipment;
- (g) only bathing apparel may be worn in the swimming pool;
- (h) games are not permitted;
- (i) no animals permitted;
- (j) visitors utilising the swimming pool must be accompanied by the relevant owner, occupier and/or tenant;
- (k) owners, occupiers and/or tenants must ensure that the pool gate is kept closed and secured at all times, and
- (l) no owner occupier and/or tenant may use the swimming pool to the exclusion of others.

(2) Owners, occupiers and/or tenants may use the gym area, subject to the following conditions:

- (a) no alcohol is permitted;
- (b) no glass bottles or containers are permitted;
- (c) no loud music is permitted;
- (d) children using the gym, must be under the supervision of an adult;
- (e) the correct attire must be worn;
- (f) no animals are permitted;
- (g) no visitors are permitted, and
- (h) ensure that the area and equipment is left in a neat and tidy condition.

24. Complaints

24. (1) All complaints, in regard to the administration and management of the scheme, are to be submitted in writing to the trustees through the building manager.

(2) The trustees or the managing agent must investigate the matter and notify the alleged contravening owner, occupier and/or tenant in writing of the complaint.

(3) Should a complaint arise in regard to the conduct of an owner, occupier and/or tenant, such complaint must be dealt with first directly between the complainant and the defending party (the offending owner, occupier and/or tenant), with the goal to resolve the dispute in good faith, and if necessary, local law enforcement and/or the CSOS may be approached.

(4) The trustees, when notified of such a complaint, which cannot be resolved between the parties, may issue instructions to the managing agent on the action to be taken against the person/s, who are allegedly in contravention, including the instruction to issue a warning and/or penalty.

25. Dispute resolution

25. (1) In the event of any internal dispute arising between an owner, occupier, tenant and the body corporate, the parties to the dispute must engage each other in good faith, with a view to resolving the dispute within a reasonable timeframe.

(2) In order to notify the body corporate, as well as any person against whom a complaint is made, of the dispute, and for the purpose of holding an internal dispute resolution meeting, the complainant must lodge a signed and motivated complaint with the trustees as per the prescribed complaint form. The trustees must record their decision and the outcome of any internal dispute resolution meeting.

(3) In the event of the dispute not being resolved internally, a party to the dispute may make an application for relief to the CSOS.

26. Contravention of conduct rules and imposition of penalties

26. (1) If the conduct of an owner, occupier, tenant or their visitors, in the opinion of the trustees constitutes a:

(a) nuisance;

(b) contravention of any duty of the owner under the Act;

(c) contravention of any of the duties of owners contained in the management rules, and

(d) contravention of any of the conduct rules

the trustees may furnish the owner with a written notice, which may in the discretion of the trustees, be delivered by hand, email or by registered post.

(2) In the notice, the particular conduct which constitutes a nuisance must be described or the provision that has allegedly been contravened must be clearly indicated, and the recipient must be warned that if the conduct or contravention persists, a penalty will be imposed on the owner of the section.

(3) If the owner, occupier and/or tenant nevertheless persists in that particular conduct, or in the contravention of that particular rule, the trustees may, by majority decision, impose on the offender a penalty, taking into consideration the nature and effect of the offence, in the amount of up to 50% of the monthly levy contribution for the first offence, and up to 75% of the monthly levy contribution for the second and further offence/s, provided that the amount/s is/are not equal to, or exceeds that, of the monthly contribution levied to the relevant owner.

(4) Should the contravening owner request a meeting with the trustees to discuss the penalty, the said meeting will be held remotely and with a person duly authorised by the trustees to attend to the matter.

(5) At the meeting, the owner must be given the opportunity to present their case, but except insofar as they will be permitted by the chairperson, they may not participate in the conduct of the meeting.

(6) Should a meeting take place, the trustees must record the outcome of the meeting, and may resolve to:

(a) uphold the penalty, or

(b) withdraw, increase or reduce the penalty.

(7) A trustee will not be entitled to participate at the meeting in the capacity as trustee, if they, or any occupier and/or tenant occupies the section which they own and/or represent, is the alleged offender.

Undertaking

I/we the owner/s, occupier/s and/or tenant/s, do hereby confirm and validate that by signing this page, that I/we have read and understand each rule and sub-rule.

Signature

Certificate

These conduct rules have been adopted by special resolution of the body corporate at the Annual or Special General Meeting held on _____.

These conduct rules have been signed by two trustees in terms of Prescribed Management Rule 10(1) contained in Annexure 1 to the Regulations made under the Sectional Titles Schemes Management Act 8 of 2011.

Trustee

Trustee

Annexure A | Pet application

1. All pets must be registered with the body corporate, using one pet registry form for every pet. The body corporate must be notified immediately of any change e.g. the loss, departure or death of any pet. The managing agent will maintain a register of all the pets kept within the property.
2. Owners, occupiers and/or tenants will not be permitted to keep pets without the prior written consent of the trustees. The trustees may withdraw such consent in the event of any contravention of any condition prescribed.
3. Pets will be restricted to 2 (two) pets per unit.
4. Dogs and cats must wear a tag, stating its name and the address and contact number of its owner.
5. Dogs and cats must be vaccinated, as required, and a veterinary certificate to this effect must be available for scrutiny at any time by the trustees.
6. Dogs and cats are to be spayed/neutered, and a veterinary certificate to this effect must be attached to this form.
7. Dogs may roam freely inside the section and/or exclusive use area, otherwise they must be kept under control on a leash and accompanied by a responsible person.
8. An owner, occupier and/or tenant will be responsible for the correct removal of any of their pets excrements from their section, exclusive use areas, other sections, other exclusive use areas as well as the common property.
9. No pets may unreasonably disturb other owners, occupiers and/or tenants.
10. The owner of any pet, permitted into the scheme, will be solely liable for the conduct of the pet and the body corporate will not be held responsible for same.

Details

Full name: _____

Telephone number: (H): _____ (W): _____ (C): _____

Email address: _____

Street address: _____

Pet's name: _____

Type: _____ Gender: _____ Age: _____

If dog, height in cm from floor to highest point on back (shoulder): _____

Description (incl. colouring, specific markings, etc.): _____

I agree to the terms and conditions herein, as well as the rules under Pets in Cartwright's Corner Body Corporate.

Signature

Date

Annexure B | Alterations and renovations application

The below application must be completed and signed by the owner of the section concerned and returned to the trustees along with any other required documentation.

Application to carry out alterations and/or renovations

I/We the undersigned hereby make application to the trustees of the body corporate to carry out alterations/renovations as described by me/us below and I/we undertake to comply with the conditions set out hereinafter.

Owner name:	_____	Co-owner name:	_____
Section number:	_____	Contact number:	_____
Contractors name:	_____	Contact number:	_____
Vehicle registration:	_____	Vehicle type:	_____

Description of alterations/renovations and diagram/plan (Attach a separate sheet if space below is inadequate)

_____.

Visual impact (If any change proposed will be visible from the exterior of the section give details here; if not state "none". Attach a separate sheet if space below is inadequate)

_____.

Date of commencement

_____.

Date of completion

_____.

I/We hereby accept the conditions and make the application accordingly.

Date

Owner

Commencement certificate

We, the trustees of Cartwright's Corner Body Corporate, hereby authorise you to commence with the alterations/renovations as detailed in the foregoing application and attached diagrams/plan.

Ref no. _____ and signed at _____ on this ____ day of _____ 2023.

Trustee

Trustee

Conditions

Please note: Read these conditions carefully and retain for your own reference.

The conditions set out herein, are made in the interests of all who have invested and/or live in the scheme. Applicants must appreciate that their proposed activities may affect others in the building, and it is most important, firstly that any detrimental impact is kept to an absolute minimum, and secondly that once started the work is completed expeditiously within the work period applied for.

It is the function of the trustees to ensure that all applicant owners act with reasonable, diligent care and with due and proper consideration for the remaining owners, occupiers and/or tenants of the building. Where appropriate, the trustees will obtain professional advice from suitably qualified professional experts at the expense of the applicant owner.

These conditions have been framed accordingly and it is the duty of the trustees to see that they are adhered to. In this regard, your compliance is earnestly requested.

1. The following broad definitions apply:

(a) **Alterations** will mean any work involving structural alterations or additions to a section, including the removal, creation or modification of a wall or any structural part of the building, and will include any alterations, modifications or decorative work which affects the exterior appearance of a section.

(b) **Renovations** will mean any internal redecoration or refurbishment of the interior of a section, including the replacement, removal or creation of internal fittings, such as kitchen and other cupboards, sanitaryware, floor coverings, etc.

2. Redecoration of the interior of a section by painting, wallpapering and carpeting will not constitute a renovation or alteration requiring compliance with the terms and conditions as set out herein.

3. The decision of the trustees will be final as to whether the work proposed constitutes an “alteration/s” or “renovation/s” as referred to herein.
4. The procedure for obtaining approval is as follows: -
 - (a) **ALTERATIONS:** Where alterations as defined above are involved:
 - (i) Submit this application with a sketch plan of the proposed alterations to the trustees to obtain their agreement in principle.
 - (ii) After approval in principle by the trustees has been obtained, it is the responsibility of the applicant owner to see that, if necessary, professionally prepared plans (which may not deviate from the sketch plan) are duly approved by the Municipality.
 - (iii) A copy of the plans as approved by the Municipality must be submitted to the trustees, alternatively the trustees must be supplied with evidence satisfactory to them, that Municipal approval is not required.
 - (iv) If the trustees consider it necessary, they may be entitled, at the cost of the applicant owner to seek the advice of an architect, engineer or other professionals as to the acceptability of the proposals.
 - (b) **RENOVATIONS:** Where only renovations as defined above are proposed this application need only be submitted to the trustees.
5. Written confirmation that the work may proceed will be conveyed to the applicant owner by the trustees, with whom dates for the commencement and completion of the work will be arranged. The trustees will also provide the applicant owner with information concerning access and the maintenance of security at the building.
6. Under no circumstances, may work start without the prior written consent of the trustees, and the deposit having been paid to the body corporate.
7. Care must be taken not to disrupt or break any bulk service lines, and the trustees must be informed immediately if such disruption or breaks occur. Particular care must be taken with the intercom wiring and telephones, as any damage caused in the section can break the circuit and disrupt the services to other sections. The applicant owner accepts responsibility for any damage caused by them or their contractors to common property or to other sections in the building and indemnifies other owners against such damage.
8. Work carried out by owners must comply with the National Building Regulations and Building Standards Act 103 of 1977.

9. Contractors appointed to carry out alterations and/or renovations to a section, must have contractors all risks insurance in place, incorporating the following cover and minimum limits of indemnity:
 - (a) Contract works to the value of the contract;
 - (b) Third party liability, and
 - (c) Damage to surrounding property.
10. When planning any changes, it is the applicant owner's responsibility to determine whether or not consent from the Municipality is required. In most cases any approval by the body corporate or trustees will be conditional on such approval being obtained before work can commence.
11. All approved work is permitted Monday to Friday between the hours of 08:00 to 17:00. No work is permitted on weekends and public holidays.
12. Cement or similar products may not be mixed on the tarmac or any portion of the common property.
13. Building material must be stored on site in the section premises at all times, and may not be stored on the common property.
14. All refuse to be kept within the section unless alternative arrangements have been made with the prior written consent of the trustees.
15. Contractors must be supervised, at all times, and at no stage may access devices to the scheme be given to them.
16. Contractors must ensure that the common property is kept clean at all times.
17. The common property's electricity supply may not be used without the prior written consent of the trustees, in which case a charge may be assessed for the electricity consumed, which will be for the applicant owner's account.
18. Should lift access be required, a written application is required in advance, stating the requested date and approximate duration. Should consent be granted, a daily fee to be determined by the trustees will be charged, and the weight permitted to be carried in the lift must not exceed 500kg (Five Hundred Kilograms). The protective lift blanket and floor covering must be used at all times.
19. A refundable deposit between 5% (five percent) and 10% (ten percent) of the total building works contract must be paid to the body corporate or the managing agents prior to the commencement of any building works. The trustees will determine, in their discretion, the amount payable by taking the scope of the building works into account. The deposit will not be paid into an interest-bearing account.

20. Any and all charges, expenses and costs accruing against the applicant owner, arising from matters contained anywhere in the foregoing conditions, will be payable on demand and will be deducted from the deposit. However, should the amount of the deposit prove insufficient to meet the whole of such costs, then any deficit must be paid on demand.
21. Any balance of the deposit remaining will be repaid to the applicant owner after completion of the alterations and/or renovations to which these conditions apply, and after all charges have been deducted from the initial deposit.

Annexure C | Indemnity Form

AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT
85 OF 1993

Name of scheme or name of registered owner: _____

Hereinafter referred to as "the employer" represented by: _____

and

Name of contractor: _____

Street address: _____

Hereinafter referred to as "the mandatory" represented by: _____

Preamble

(a) WHEREAS the employer and mandatory have entered into an agreement in terms of which the mandatory will perform certain work and/or services on behalf of the employer;

(b) AND WHEREAS the Occupational Health and Safety Act defines a "mandatory" as an agent, a contractor or a subcontractor for work, but without derogating from their status in their own right as an employer or user of plant and/or machinery;

(c) Section 37 of Occupational Health and Safety Act potentially punishes an employer for the unlawful acts or omissions of its contractors, sub-contractors and agents, (hereinafter referred to as the mandatory) save where a written agreement is concluded between the employer and the mandatory, which sets out, and contains arrangements and procedures, which are to be implemented and adopted by the mandatory itself to ensure compliance with the provisions of the Occupational Health and Safety Act and its Regulations, and

(d) The parties hereto wish to enter into such an agreement which is set out below.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

Definitions

"**employer**" means _____, the principal to this agreement;

"**mandatory**" means the contractor described under this agreement; sub-contractor means the contractors, agents and/or subcontractors employed by the mandatory;

“The Act” means the Occupational Health and Safety Act;

“The COID Act” will mean the Compensation for Occupational Injuries and Diseases Act, and

“The Agreement” means this agreement and all documents attached or referred to therein, which form an integral part of the Agreement.

1. Scope of this agreement

This agreement will be binding for all work that the mandatory undertakes for the employer and will apply to the mandatory, its employees, agents, contractors and subcontractors.

2. COID Act insurance

The mandatory warrants that all its employees, agents, contractors and/or its subcontractor's and or their employees (if any) are registered and covered in terms of section 80 to 87 of the COID Act which cover will remain in force whilst any such employees are present on the employer's premises and that all such assessment fees are correct and paid up.

3. Compliance with the Occupational Health and Safety Act

(3.1) The mandatory undertakes to ensure that it and its subcontractors and their respective employees at all times comply with regulations, processes and requirements as laid down under the Act, which without detracting from the generality thereof includes the following: -

(3.1.1) all work performed by the mandatory on the employer's premises and will be performed by persons employed or contracted by the mandatory who are trained to understand the hazards associated with any such work performed;

(3.1.2) the mandatory warrants that it is aware of the provisions of the Act and its responsibilities thereunder and that it will ensure that all and any of its employees, agents or contractors who are to carry out the work at the employers premises in terms of this agreement, are equally made aware of the requirements of the Occupational Health and Safety Act and that all comply with the such requirements in all respects;

(3.1.3) the mandatory must appoint competent persons who must be trained on any occupational health and safety aspect pertaining to them or to work that is to be performed by them;

(3.1.4) the mandatory must ensure that discipline regarding all aspects of health and safety will be strictly enforced;

(3.1.5) where applicable, any personal protective equipment required must be tested and issued by the mandatory to its employees and subcontractors, and the mandatory will ensure that such clothing and equipment is worn at all times;

(3.1.6) no unsafe equipment and/or machinery and/or articles will be used by the mandatory, its employees or subcontractors on the employer's premises;

(3.1.7) the mandatory must make available to its employees and subcontractors, written safe working practices, procedures and precautionary measures, and must ensure that all its employees and subcontractors are made conversant with the content of these practices and that they are enforced at all times;

(3.1.8) all incidents and/or accidents which may occur whilst on the employer's premises or whilst the work under this agreement is being carried out and will be reported by the mandatory to the department of labour as well as to the employer;

(3.1.9) no use may be made by the mandatory and/or by its employees and/or their subcontractors of any of the employer's machinery, articles, substance, plant, personal protective equipment without the employer's prior written approval and any such use will be at the mandatory's own risk;

(3.1.10) the mandatory must ensure that work for which the issuing of a permit is required may not be performed prior to the obtaining of a duly completed and approved permit;

(3.1.11) the mandatory must ensure that no alcohol or any intoxicating substances will be permitted on the employer's premises. Anyone suspected to be under influence of alcohol or any intoxicating substances is not permitted onto the employer's premises and anyone found on the premises suspected of being under the Influence of alcohol or any other intoxicating substances will be escorted off the premises immediately;

(3.1.12) the mandatory will report in writing anything it deems to be unhealthy and/or unsafe to the employer's management, including, but not limited to, any serious injury/ies and/or death/s that may have occurred;

(3.1.13) the mandatory warrants that it will not endanger the health and safety of the employer's employees or visitors or other contractors in any way whilst performing work on the employer's premises;

(3.1.14) the mandatory understands that no work may commence on the employer's premises until this agreement has been duly completed signed and received by the employer;

(3.1.15) no dumping of any hazardous chemical substances is permitted into any drains and/or waste bins. Same must be disposed of in terms of the Hazardous Chemical Substance Regulations of the Occupational Health and Safety Act;

(3.1.16) when any activity during build-up and/ or breakdown periods, is of such nature that it could cause injury to anyone, or damage to the environment, all reasonable practicable preventative measures must be implemented to ensure the health, safety and/or impact upon the environment, and

(3.1.17) all certificates of compliance will be provided in original format to the body corporate or its safety representative.

WITHOUT RECEIPT OF THIS AGREEMENT, CARTWRIGHT'S CORNER BODY CORPORATE RESERVES THE RIGHT TO WITHHOLD ACCESS TO THE WORK AREA

SIGNED ON THIS _____ DAY OF _____ 2023 AT _____.

Signature of the employer

Date

Signature of the mandatory

Date

Annexure D | Short-term tenant registration form

Unit number: _____ Owner name: _____

Duration of stay: _____ Start date: _____ End date: _____

Lease holder name: _____ Number of occupiers: _____

Email: _____ Cell number: _____

Occupier 1 Email address: _____ Vehicle type: _____

Vehicle colour: _____ Vehicle registration: _____

Name: _____ Cell number: _____

Occupier 2 Email address: _____ Vehicle type: _____

Vehicle colour: _____ Vehicle registration: _____

Name: _____ Cell number: _____

Occupier 3 Email address: _____ Cell number: _____

Name: _____

Occupier 4 Email address: _____ Cell number: _____

Name: _____

Carwright's Corner Body Corporate Conduct Rules:

I confirm that I have received a copy of Cartwright's Corner Body Corporate Conduct Rules and that I have read and understood the rules.

Signature of short-term

tenant

Date

Signature of owner



CERTIFICATE

SECTIONAL TITLE SCHEMES MANAGEMENT ACT, 2011 (ACT 8 OF 2011)
CERTIFICATE IN TERMS OF SECTION 10 (5) (c)

Scheme Registration Number: CSOS/REG/16/WC/004653

1. I, the undersigned, Kedibone Phetla, in my capacity as the Acting Chief Ombud, acting in terms of section 10(5)(c) of the Sectional Titles Schemes Management Act, 2011 (Act No 8 of 2011), hereby certify that: -
2. At a meeting held on the 01st day of August 2024, the scheme adopted a special resolution approving the amendments of the Conduct Rules.
3. The amendments to the Conduct Rules in terms of section 10(5)(a), of the Sectional Titles Schemes Management Act, 2011 (Act No. 8 of 2011) have been approved.
4. The Conduct Rules are for the regulation and management of the following Community Scheme:

CARTWRIGHT'S CORNER

DS



Approved and dated at
Centurion on the 12th day of
November 2024

Ms. Kedibone Phetla
Acting Chief Ombud