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PUBLIC TRANSPORT INFORMAL TRADERS MARKET HOUSE RULES

Introduction

These Rules apply to all tenants (off and on the streets and Public Transport Operators) of the Joburg Property Company (Pty) Ltd “JPC” (hereafter referred to as The Company) who occupy facilities managed by The Company, both informal trading public transport facilities.

The House Rules provide the terms and conditions on which The Company agrees to allow any person to occupy and carry on business at the facilities. Anyone who does so agrees to abide by these House Rules.

These House Rules also set out the basis for maintaining good relations between The Company and its tenants and between the tenants themselves. By observing the Rules, misunderstandings will be reduced, good business practices established and a vibrant and successful high quality facility created.

These House Rules have been developed on the basis of information provided by facility users and will be reviewed from time to time.



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1 Aims and objectives

The Company aims to make its facilities as a business and development success. It aims to provide cost effective service to its tenants, the traders and public transport operators so that they may grow and develop their businesses in a safe, clean and secure environment.

The Company aims to manage the facilities on the basis of sound business principles. In so far as the smooth running of the facilities is concerned, the Company will act in a participative manner, ensuring that the views, wishes and aspirations of its tenants are listened to and where possible and reasonable acted upon. It aims to provide an environment in which tenants, Facility Management and the Company share in the responsibility for making the facilities successful and together share the rewards which a high quality, exciting and attractive facility will bring.

By becoming tenants in the facilities, traders and public transport operators indicate their identification with, and support for, these aims and objectives and, in particular, the desire to grow and develop their businesses by creating a vibrant, financially viable facility where all users will take collective responsibility for the condition and sustainable use of the facility.

2 Setting up trading

- 2.1 A prospective trader must have entered into a three (3) year signed lease agreement with the Company and must have paid the rental for the period of the lease before the trader may set up for trading. Alternatively, appropriate arrangements must be made with the company to ensure that the debt owing to the Company is settled.
- 2.2 The trader may only trade in the trading site or sites allocated to him or her by the Company and for which he or she has paid in advance.

- 2.3 If a trader trades at a site for which he or she has not paid in advance, immediate payment will be required. The trader concerned may also be asked to leave the facility immediately and may not be allowed to trade at the facility again, unless alternative arrangements are made to settle the debt.
- 2.4 No trader may sub-let a trading site to any other person, and only the Company may allocate trading sites. Should a trader be found to have sublet a site, their lease and occupation of the site (together with the sub-tenant) will be terminated immediately.
- 2.5 Tenants may not share trading sites.
- 2.6 The Company will try to allocate a tenant the site/s requested by him or her, but the decision regarding the allocation of trading sites rests with The Company.
- 2.7 The trader will be allowed to trade in the product for which the site was approved. Should they wish to change their product, a formal written motivation with needs to be submitted to the JPC for consideration and approval. Any unilateral change of product by the trader may lead to automatic cancellation of the lease.
- 2.8 Where the tenants are cooking traders (both off-and- on street), cardboard boxes to cover their stoves will not under any circumstances, be allowed as not only does it pose a fire and health hazard, but it also violates the City's Environmental Health and Fire Prevention by-laws.

3. Rentals

- 3.1 All rentals are payable in advance for the period that the trader wishes to secure a site or sites. Rentals will be as determined in the lease agreements and include Value Added Tax (VAT).



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- 3.2 All traders will receive a receipt in respect of all payments made and must keep current receipts on them at their site/s and present the receipt when requested to do so to employees of The Company.
- 3.3 Payment will be made in a method and form determined by The Company from time to time. Payment of rental must only be made to The Company in the prescribed form and The Company cannot be liable for any payments made to any person other than its direct employees.
- 3.4 In return for the payment of the prescribed rental the trader shall receive the right to trade at the allocated site/s the following:
- Depending on availability, additional storage space shall be rented from the person who runs the storage facility.
- 3.5 The rental amounts (including user fees by PTO's) will be determined, after consultation with tenants from time to time by The Company. The Company must protect its (and its shareholders) legitimate business interests and therefore the final determination of rental rests with The Company. However, this will also take into account the emerging nature of the business of informal traders in the facilities.

4 Trader Identification

- 4.1 To ensure that the authentic traders use their stalls and there is no sub-letting that happens in facilities, the smart cards will be used as an effective form of identification for all traders in JPC facilities.
- 4.2 From time to time, either the JMPD or designated JPC officials will verify the traders occupying the stalls by checking their smart cards through electronic hand-held devices, which will be able to detect if a smart card is authentic or it is fraudulent, since these cards will have information that is in the computer system of the company.



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- 4.3 Traders are therefore required to carry their smart cards at all times when they are doing their business
- 4.4 Should a trader be found not to be carrying their smart card, while at their stall, they may be removed from the stall for the day and the stall locked.
- 4.5 If, for any reason someone else needs to look after the trading site of the original registered trader, this should be brought to the attention of the Facility Manager in advance.
- 4.6 Should a card get stolen, it must be reported to JPC within 24 hours so that the card can be cancelled and replaced with a new one.
- 4.7 The cost of the replacement of a lost or stolen card will be borne fully by the trader, and will be determined by JPC from time to time.

5 Public Transport Operations

- 5.1 Public Transport Operators, as facility users, and by virtue of being affiliated to different associations that operate in the facilities, will be expected limit their operations to the loading and holding bays and zones which have been allocated to them, to ensure equitable use of the facility by all associations allocated space in that facility.
- 5.2 Public Transport Operators (PTO's) commit in principle, to limit and avoid where possible, unnecessary and chaotic hooting in the facility.
- 5.3 Particularly during peak period, operations in public transport facilities tend chaotic, but this does not have to be the case if the rules are observed and respected, i.e everybody wanting to move all at once. To this end all PTO's will be expected to give one another a chance when entering or exiting the facility, as if this is an operation on a four way stop.
- 5.4 All facilities have clearly defined and marked entrances and exit points, which are basic traffic rules. It is therefore counter productive and delays traffic if drivers use exits as entrances and vice versa. It is therefore required of drivers to obey these basic rules and queue marshals to ensure that these rules are

indeed observed.

- 5.5 The ad hoc washing of P.T vehicles both inside and outside the facility is strictly prohibited, especially if water from the fire hydrants is consistently used by the illegal car washers. Car washing should happen only in specifically designated areas, because if it happens anywhere in the facility, water with soap penetrates the concrete pillars that hold the structure of the facility and as a result the facility develops structural cracks. The facility security officers will severely intervene where car washing continues to be undertaken where it should not.
- 5.6 It is generally illegal to park vehicles in P.T facilities overnight. However, it has become common practice the P.T.O's would park their vehicles anyway. It is therefore expected that where P.T vehicles park overnight an agreement should be reached on amounts they should pay for parking in the facility overnight.
- 5.7 Where vehicles are parked in the facilities during the day, whether they belong to facility users (i.e traders and P.T.O), or to private individuals, the usual market-related parking fees must be payable to the Company in advance. Where there is no payment made, the parking places will be blocked with bollards or similar equipment.

6. Municipal services and by-laws

- 6.1 The Company pays the responsible City entities for services provided such as water and electricity. To ensure a cost effective operation of the facility, tenants are urged to extremely cautious in the use of water, gas and electricity. Electricity for trading purposes (other than general lighting, e.t.c) is payable separately and must be arranged with the Facility Manager. As far as possible, the Company will provide prepaid systems for the provision of gas and electricity to make it easy for traders to purchase and load their power supplies.
- 6.2 Tenants will be required to comply with all CoJ Informal Trading by-laws and all other regulations relating to tenants and the occupiers of business premises.

7. Environmental Maintenance

The cleanliness of the facility and the safety and security of the facility tenants, staff and customers is essential to the financial success of traders and public transport operators' business. The company provides general cleaning and security services at the facilities, but tenants agree to assist in keeping the facilities clean and safe by:

- o making use of the rubbish disposal and/or recycling units installed by The Company and the City of Johannesburg
- o maintaining their trading sites and surrounds clean and neat at all times
- o reporting tenants and customers who refuse to assist in keeping the facility clean to The Company
- o reporting all illegal and criminal activities to the Company and/or the South African Police Services, ensuring that no criminal can operate in the facility at all times protecting customers and fellow traders from harm
- o co-operating at all times with security and staff and employees of the Company and obeying their instructions and requests.
- o making use of the rubbish bags provided to separate waste at the source in order to contribute to the City's waste recycling initiatives.

8 Undertakings and prohibitions

8.1 By using the Trading Stalls and taking up space on the City pavements, each tenant warrants that:

- he or she has the right to trade and conduct business in South Africa
- he or she will not trade in any illegal or counterfeit goods or substances

8.2 Alcohol may not be sold in/ from the facilities.

8.3 Any tenant who contravenes any of the above provisions, or who acts contrary to the best interests of the Company or fellow tenants, will be removed immediately from the facility and, at the discretion of the Company, may be suspended temporarily or permanently from trading from the facility or any other such facility developed or managed by the Company in the future.

9 Alterations to trading sites

9.1 Tenants are expected to make their trading sites as attractive as possible. However, they may not place their goods on any pavements or in any of the walkways and must ensure that their displays do not cause obstruction to pedestrians and customers. Tenants may with the permission of the facility manager, display their goods outside their site.

9.2 No alterations to the buildings and/or grounds around the facility may be made, including partitioning of sites or Stalls, without prior approval of the Company. Such alterations will be for the cost of the trader, and where a contractor is appointed to do the work; such appointment must be approved by the Company.

9.3 The Company may take suggestions to traders regarding the layout of their trading sites and the display of goods, and traders undertake to ensure that their sites will be maintained at all times to the highest standards and in keeping with the overall aims of the Company.

9.4 Traders may with the permission of the facility manager, erect signage to identify their businesses.

10 Dispute resolution

If any tenant has a dispute or grievance with The Company or with any other tenant or person trading from the facility, he or she will immediately raise the matter with the Facility Manager, Traders Committee and/or Public Transport Operators who shall attempt to resolve the matter amicably. If the matter cannot be resolved by agreement between the parties, The Company shall determine a process to resolve the matter, but the final decision of The Company relating to any dispute shall be final. This shall not in any way limit the right of any party to appeal institute legal action for alternative appropriate relief.

11 Liability

No tenant will have any claim of any nature against the Company for any loss, damage or injury, which the tenant may directly or indirectly suffer (whether or not the Company or company's staff or employees cause such loss, damage or injury through negligence.)

12 Cancellation

12.1 Should the tenant be in breach of the terms and conditions of occupation as set out in these House Rules or in the lease agreement as determined from time to time by the Company, without limiting any other rights it might have, The Company shall be entitled to cancel any lease existing at the time with immediate effect and resume possession of the trading site or sites and remove any goods and/or vehicles situated therein.

12.2 Where a lease is cancelled or terminated for any reason whatsoever prior to the end of the lease period, The Company shall not refund to the trader any amounts paid in advance.



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13 Role of the Facility Manager & Communications Protocol

The Facility Manager is responsible, on behalf of The Company, for the effective and efficient management and functioning of the facility. If a tenant has any problems related to the facility or their businesses, they are expected to raise it with the Facility Manager or the employee of The Company identified by the Facility Manager from time to time to deal with specific issues or areas of the facility.

14. Traders' & Public Transport Operators' Committee

14.1 A Traders and/or a Public Transport Operators Committee is to be established at the facility to ensure that communication between The Company and tenants is at all times effective and that operations at the facility runs smoothly. The Traders Committee will also provide the forum through which ideas, solution to problems, and issues of concern can be raised with the Company by its tenants. The Traders Committee will have its own terms of reference to guide its activities which will include:

- providing a fast and effective means of communications;
- providing advice and suggestions on the promotion of the facility;
- supporting business development programmes;
- providing a forum for amicable resolution of problems that may arise from time to time;
- generally promoting an atmosphere of shared responsibility for the success of the facility.

14.2 All tenants will be eligible to participate in the Traders Committee and/or Public Transport Operators committee through representatives nominated to the Committees through an agreed process.

15. Remedies where house rules are violated

15.1 Should any trader (on-or-off-street) or any P.T.O violate any of the rules contained herein, they will receive the following communication:

- I. Two verbal warnings to stop the violation;
- II. Two written warnings to stop the violation;
- III. Suspension of their business for (3) three months.
- IV. Permanent termination of the lease/user agreement.

SIGNED at Johannesburg on _____

Name of the trader in print

Signature of the trader

Name of the witness

Signature of the witness

For: "JPC" Joburg Property Company (Pty) Ltd. (The Company)

Signature

(Name of the duly authorized person in print)



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