

M.C. MONTHLY

THE NEWSLETTER WITH A DIFFERENCE



*Spread Kindness & Hope because
all people matter
from the MC-Team*



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OUR MESSAGE TO YOU

It is the end of the year. Our office has been fortunate to be invited to several of our clients end year functions. Many of these are in the format of a prize giving. Congratulations to all of you who excelled in the industry.

I however often notice that modern and popular secular philosophy dictates "The winner takes it all" even "Go big or go home" or "Second place is first loser". Our children are taught this in school. Be first in the class, be head boy or head girl, win the athletics. "If you, my child, are not the best, you are nothing"....hence possibly the dramatic rise in youth suicide.

Please understand that by no means am I trying to advocate mediocrity as a new philosophy. We should try our best. To be the best we can be, not necessarily to be better than the proverbial Joneses.

The inherent problem with gauging yourself against other people is simply that you are not comparing apples with apples. The playing field is not level at all. I often wonder about the personal circumstances of the winners (and more often the non-winners). Didn't the so called loser with his or her limited opportunities in comparison perform better than the winner? The race (which I don't think it is) is not run by equal competitors.

Not endeavouring to win the rat race at all costs every day may even bring a whole lot of contentedness and peace.

To the winners, once again congratulations. To the non-winners I say hang in there ... you are by no means a loser neither do you need to go home and the winners didn't take it all.

Written by/Geskryf deur: Tiaan (M.C. van der Berg)



ONS BOODSKAP AAN JOU

So kom ons aan die einde van nog 'n jaar! Ons by MC van der Berg het die jaar groot dinge aangepak, soos ons eie opleidingsfasiliteit wat in Januarie 2015 geopen het en waar ons Mcademy aanbied.

Vir volgende jaar is daar die doemprefete wat 'n resessie en 'n groot ekonomiese afdraande pad voorspel, maar ons bly positief.

Aan die ekonomie en politiese omwentelinge kan ons niks doen nie. Wat ons wel kan doen is om onself positief in te stel, om onself te bemagtig met kennis en vaardighede en om elke dag ons beste te gee.

In die komende jaar kan ons kliënte uitsien na nog eersteklas opleiding by MCAcademy.

Op die wetgewing front is daar veranderinge aan die kom ten aansien van deeltitels.

Regulasies behoort gefinaliseer te word vir die Gemeenskaps Skemas Ombuds Dienste Wet en die Deeltitel Skema Bestuurs Wet. Ons verwag ook dat die wetgewing in verband met die Indringer Spesies prakties in werking gestel sal word.

Ons onderneem om u op hoogte te hou daarvan.

My seënbede vir elkeen van ons kliënte is dat julle 'n feesseisoen van vreugde, vrede en welbehag sal beleef en dat julle met hernude lewenslus en positiwiteit sal terug keer na die ruskans.

Mag 2016 net die beste inhoud op elke vlak hetsy persoonlik of besigheid.

Written by/Geskryf deur: Sonja du Toit



M.C. VAN DER BERG^{INC}
ATTORNEYS, CONVEYANCERS & NOTARIES

Your Property Attorneys

THE NATIONAL CREDIT ACT

The National Credit Act (NCA) applies to all credit agreements between parties dealing at arm's length (where there is no personal interest between the parties). The NCA distinguishes between natural and juristic persons:

Natural persons

- Personal customers
- Sole proprietors
- Trusts with two or less natural person trustees

Juristic persons

- Partnerships
- Close corporations
- Companies
- Trusts with three or more trustees

The NCA defines a juristic person as including a partnership, association or other body of persons, incorporated or unincorporated, or a trust if;

- There are three or more individual trustees; or
- The trustee itself is a juristic person.

Juristic persons are excluded in terms of sections 4(1)(a)(i) and 4(1)(b) of the Act. These sections provide that a credit agreement is excluded from the Act if the consumer is;

- ◆ A juristic person (which includes companies, close corporations, partnerships, associations of persons and certain trusts) whose asset value or annual turnover and those of its related juristic persons equals or exceeds R1 million at the time the agreement is entered into; or
- ◆ A juristic person whose asset value or annual turnover and those of its related juristic persons is below R1 million and the credit agreement is defined as a large agreement i.e. an agreement that is a mortgage bond or relates to a principal debt equal to or exceeding R250 000.00

The Act aims to prevent reckless lending and over-indebtedness, regulates lending practices and establishes improved rights for credit consumers and dealing with unlawful agreements relating to negative option marketing.

The Act also aims to promote responsible credit granting and use. To achieve this, when a customer applies for credit, a credit provider would need to check whether the consumer can afford the credit because if no check is done or if it can be shown that the consumer clearly could not afford to repay debt, it could be alleged that the credit provider has granted the credit recklessly, with severe consequences for that credit provider. During this affordability assessment, the onus is on the consumer to fully and truthfully answer any request by the credit provider for information.

Where a credit agreement does not fall within the provisions of the NCA, the financial institution does not have to adhere to all these additional requirements and obligations of the NCA.



Written by/Geskryf deur: Nicole Alberts

DIE NASIONALE KREDIETWET

Die Nasionale Kredietwet (NKW) is van toepassing op alle arm lengte kredietooreenkomste tussen partye (waar daar geen persoonlike verhouding tussen die partye bestaan nie). Die NKW onderskei tussen natuurlike en regspersone:

Natuurlike persone

- Persoonlike kliënte
- Alleeneienaars
- Trusts met twee of minder natuurlike persone as trustees

Regspersone

- Vennootskappe
- Beslote koöperasies
- Maatskappye
- Trusts met drie of meer trustees

Die NKW definieer 'n regspersoon as 'n vennootskap, vereniging of ander liggaam van persone, geïnkorporeerd of ongeïnkorporeerd, of 'n trust as:

- Daar drie of meer individuele trustees is; of
- Die trust self 'n regspersoon is.

Regspersone is uitgesluit ingevolge artikels 4(1)(a)(i) en 4(1)(b) van die Wet. Hierdie artikels bepaal dat 'n kredietooreenkoms uitgesluit is van die Wet indien die verbruiker;

- ◆ 'n Regspersoon is wie se batewaarde of jaarlikse omset en dié van sy verwante regspersone gelyk is aan of meer as R1 miljoen ten tyde van aangaan van die ooreenkoms (wat maatskappye, beslote koöperasies, vennootskappe, verenigings van persone en sekere trusts insluit); of
- ◆ 'n Regspersoon is wie se batewaarde of jaarlikse omset en dié van sy verwante regspersone onder R1 miljoen val en die krediet ooreenkoms word gedefinieer as 'n groot ooreenkoms, dit wil sê daar is 'n verband aangegaan of die verband hou met hoofskuld gelyk aan of meer as R250 000.00.

Die Wet het ten doel om roekelose uitleen van geld te voorkom, om uitleenpraktyke te reguleer, en stel verbeterde regte vir krediet verbruikers daar om die hantering van onwettige ooreenkomste met betrekking tot negatiewe bemaking te voorkom.

Die Wet het ook ten doel om verantwoordelike kredietlening te bevorder. Wanneer 'n kliënt aansoek doen vir krediet, is daar 'n verpligting op die kredietverskaffer om seker te maak die verbruiker kan dit bekostig en ook terug betaal. As daar nie deeglik ondersoek ingestel word nie, en daar word beweer dat die verbruiker nie instaat is om dit terug te betaal nie, sal die kredietverskaffer verantwoordelik gehou word omrede die krediet roekeloos toegestaan is en ernstige gevolge sal volg vir die kredietverskaffer. Gedurende hierdie assessering, rus die onus op die verbruiker om enige versoeke deur die kredietverskaffer volledig en eerlik te beantwoord.

Waar 'n kredietooreenkoms nie binne die bepalinge van die NKW val nie, sal die finansiële instelling nie gebonde gehou word om te voldoen aan al hierdie bykomende vereistes en verpligtinge van die NKW nie.

PERSONEELLID VAN DIE MAAND

Berna van Vuuren is sedert 13 Januarie 2014 werksaam by die firma as Bemerkingskonsultant. Haar mooi vriendelike geaardheid maak haar baie gewild onder die kliënte. Sy is die trotse ma van 2 seuns waarvan die oudste reeds uit die skool is en haar jongste nou in Graad 3 is.

MC van der Berg Ingelyf is trots daarop om vir Berna te hê om ons beeld na buite uit te dra.



KAN EK MY HUIS AAN 'N BUITELANDER WOONAGTIG IN SUID-AFRIKA VERKOOP?

Buitelanders se regte is voorheen beperk deur die Wet op Beheer van Vreemdelinge, maar die beperkings is in 2003 kragtens die Immigrasie Wet opgehef. Die wet omskryf nou wie as 'n wettige buitelandse woonagtig in Suid-Afrika kwalifiseer. In beginsel kan 'n verhuurder of verkoper wettiglik onroerende eiendom aan 'n buitelandse verhuur of verkoop wat ingevolge die wet as 'n wettige buitelandse kwalifiseer en met die nodige permitte in Suid-Afrika woon.

Dit is belangrik om daarop te let dat indien 'n buitelandse wat nie woonagtig in Suid-Afrika is nie, finansiering wil bekom om onroerende eiendom in Suid-Afrika te koop, mag hy/sy slegs 50% van die totale koopprijs by 'n Suid-Afrikaanse finansiële instansie leen.

Waar buitelanders met 'n wettige werkspermit in Suid-Afrika werk word hulle deur die Suid-Afrikaanse Reserve Bank geag "inwoners" te wees vir die duur van die werkspermit en word hulle dus nie beperk tot 'n lening van slegs 50% van die koopprijs vanaf 'n Suid-Afrikaanse finansiële instansie nie.

Die wet maak voorsiening vir verskeie tydelike verblyfpermitte wat aan buitelanders uitgereik kan word om in Suid-Afrika te woon, insluitend die volgende:

- 1) 'n Besoekerspermit
- 2) 'n Werks- en entrepreneurs permit
- 3) 'n Afgetrede persoon permit

'n Buitelandse woonagtig in Suid-Afrika mag onroerende eiendom in Suid-Afrika huur of koop op voorwaarde dat hy/sy die houër is van 'n geldige tydelike / permanente verblyfpermit wat deur die Departement van Binnelandse Sake goedgekeur is.



CAN I SELL MY HOUSE TO A FOREIGNER RESIDING IN SOUTH AFRICA?

Previously, the rights of foreigners residing in South Africa were limited by the Control of Foreigners Act. These limitations were uplifted by the Immigrations Act of 2003. The Immigrations Act defines which persons living in South Africa qualify as legal foreigners. In principle, a landlord or seller can legally sell or lease immovable property to a foreigner who, under the law, qualifies as a legal foreigner residing in South Africa with the necessary permits.

It is important to note that if a foreigner does not reside in South Africa, and wants to obtain finance for the purchase of an immovable property in South Africa, only 50% of the total purchase price will be financed by a South African financial institution.

Where foreigners are employed in South Africa with a valid work permit, the South African Reserve Bank deems them to be "residents" for the duration of the work permit, and they will not be restricted to a loan of only 50% of the purchase price from a South African financial institution.

The act makes provision for various temporary residency permits which may be issued to a foreigner, including the following:

- 1) A visitor's permit
- 2) A work and entrepreneurial permit
- 3) A retired persons permit

A foreigner residing in South Africa may buy or rent immovable property in South Africa provided that he / she is the holder of a valid temporary / permanent residence permit that has been approved by The Department of the Home Affairs.

Written by/Geskryf deur: Annelé Odendaal

WHAT OUR CLIENTS HAVE TO SAY / WAT ONS KLIËNTE SÊ

"Baie dankie vir die goeie diens! Die gereelde updates, die vinnige omkeertyd en handige vloediagram is die beste wat ek al gesien het. Die eiendomsagent was stomgeslaan; het my gesê in al haar jare van werk met oordragsprokureurs het sy nog nie sulke goeie diens teegekomp nie!"

"Graag wil ons jou bedank vir die flinke, professionele diens van ons kooptransaksie. Dit sluit in weeklikse terugvoer, sowel as die buitengewone, spoedige afhandeling van die bogenoemde transaksie. Ongeag hoe lank die pad in die toekoms mag wees, sal ek julle ten sterkste aanbeveel. Weereens baie dankie vir julle spoedige diens, word waardeur".

RICH'S REVIEW

The Millennium Trilogy by Stieg Larsson captured my attention for quite some time. I remember when the last book was published, it was scheduled some 3 months later for the South African market, and I had one of my friends scouting Heathrow for a copy – I desperately wanted the book and even took leave for the day he arrived to read it!

David Lagercrantz, a Swedish Journalist and crime novel writer attempted to take Larsson's Millennium Trilogy further. The doings of Lisbeth Salander in The Girl In The Spider's Web lacks the ability to capture the attention of the audience as only Larsson could, but still makes for a great read.

Lagercrantz embroiders on the characters introduced by Larsson and introduces some new characters. The book has a slow start but it is worthwhile to bear with the author. Set in the Sweden with a good dose of the computer world, hackers, journalists and executives, Lagercrantz creates havoc and keeps the reader spellbound. He definitely surprised me by continuously bringing new intricacies to the storyline, keeping my fingers turning the pages.

I will definitely recommend this to be read by every Millennium fan – if you have not read it, start with the Millennium Box set by Larsson first before you take on Lagercrantz.

The Girl in the Spider's Web David Lagercrantz

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Written by/Geskryf deur: Rich Redinger

THE SELLER'S RIGHT TO NOMINATE THE CONVEYANCER

In a contract for the sale of immovable property, it is customary that the seller is entitled to appoint the conveyancer. Where the seller does not have a specific request, the real estate agent can recommend a reputable conveyancer.

Many purchasers are disgruntled by the appointment of the seller's conveyancer whilst the purchaser bears the burden of paying the cost of transfer. The transfer cost is however insignificant in comparison to the value of the property. The seller bears a greater risk in the loss of his ownership and even more so where the purchaser has taken occupation of the property before registration.

The party most likely to unreasonably delay the transfer process is the purchaser. The purchaser is required to pay the purchase price as well as the transfer costs and might delay the process in order to secure the funds. It is also the responsibility of a conveyancer to ensure that the property does not transfer until the full purchase price has been secured.

Ownership of property remains with the seller until date of registration in the Deeds Office and thus it is rational that the conveyancer must safeguard the ownership rights of the seller pending registration.


Written by/Geskryf deur: Marike Snyman



ETHICAL CODE

In terms of the estate agents' general duty to members of the public and other persons or bodies, an estate agent-

2.7 shall not discriminate against a prospective purchaser of immovable property on the grounds that such purchaser will not, or is unlikely to, make use of the financial assistance made available by any specific person or financial institution and which the estate agent offers to arrange on his behalf;



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Boereraat – Vis

- ♦ Gooi bietjie asyn by olie waarin vis gebraai word.
- ♦ Die vis absorbeer minder olie. 'n Stukkie brood in die pan waarin vis gebak word, sal voorkom dat die olie spat.
- ♦ Ontdooi bevrore vis in melk.
- ♦ Die melk gee 'n lekker vars geur aan die vis.



QUICK SUDOKU... MORE TIME FOR CHRISTMAS SHOPPING

