

THE NEWSLETTER WITH A DIFFERENCE

# M.C. MONTHLY

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**TENANTS AND  
THE “RIGHT OF  
FIRST REFUSAL”****ETHICAL CODE  
CONTINUED****BONDS/VERBANDE:  
FREQUENTLY ASKED  
QUESTIONS****Missed your CPD Points for 2015-2017?**Visit our MCademy e-learning platform at  
[www.mcademy.co.za](http://www.mcademy.co.za)

## CONGRATULATIONS TO OUR NEWLY APPOINTED DIRECTORS

We are extremely proud to appoint Nicole and Ramona as directors of M.C. van der Berg Inc.



**Nicole Alberts**  
- Director

**Nicole Alberts** matriculated in 2002 from Eldoraigh High School. She completed her BCom Law and LLB degree in 2007 at the University of Pretoria. During the course of her studies she was invited to become a member of the Golden Key International Honour Society. She was also a lecturer in Accounting in the Hospitality Management department at Centurion Academy where she was the author of the Financial Management textbooks.

She completed her articles at M.C. van der Berg Inc. in 2008 and was admitted as an attorney in May 2009, a conveyancer in August 2009 and a notary in September 2009.

She has been practising as an attorney, notary and conveyancer at M.C. van der Berg Inc. ever since. She also regularly presents lectures at MCademy, our in-house training facility.

Nicole has a strong passion for music, especially the violin and was a member of the Pretoria Youth Philharmonic Orchestra. She is married to Ettiene Alberts, and has a son aged 2.



**Ramona Michael** attended Afrikaans Hoër Meisieskool and excelled in sport as well as academics. After completion of matric in 2005, she obtained her LLB degree at the University of Stellenbosch.

Upon her return to Pretoria, she did her articles at Liesl van Rensburg Attorneys. She was admitted as an attorney in June 2012 and as a notary and conveyancer in February 2013.

In 2014 she obtained her Master's Degree in Family Law at the University of Pretoria. She worked as an attorney, notary and conveyancer for 3 years before joining M.C. van der Berg Inc. in 2015. She now attends to all matters in the conveyancing process including registration of bonds, transfers, bond cancellations, notarial work, negotiating contracts, client consultations, round table discussions, problem solving and all related matters. She is also a regular lecturer at MCademy, our training facility, and lectures in our rookie training program.

Ramona is 30 years old and have been married to Leonard Michael for 2 years. She is also actively involved with various animal charities.



**Ramona Michael**  
- Director

## CYBERCRIME

Cybercrime is a major cause for concern, whether protecting your personal information and finances or that of your business. In the age of the internet, email and instant messaging we are opening the door for hackers, and most of the hacking takes place due to human error for example clicking on an unknown link. So called “low tech” intrusions comprised 55% of the cybercrime committed in 2016. A low tech intrusion is where the hacker does not need to employ advanced hacking, the user of the device makes it easy to gain access.

Hackers want access to your electronic device and the valuable information on the device. How do they gain access? Typically they gain access in one of the following ways:

- 1) By cracking weak passwords.
- 2) Access is also gained by users clicking on links which then downloads viruses or malware onto the device.
- 3) Phishing is the attempt to obtain sensitive information such as usernames, passwords, and credit card details, often for malicious reasons, by disguising as a trustworthy entity in an electronic communication.
- 4) Spoofing is also prevalent. Spoofing is where an email address appears to be from one person, but in fact a similar looking email address is used by another person to send communication. Often one letter in the email address is changed or a full stop is inserted.

Remember that access gained to one employees' device within a bigger network will have the effect that the whole business is vulnerable!

## Practical tips

- 1) Employees should be made aware of the dangers of cybercrime and educated to not be soft targets. IT policies and financial processes should be in writing and staff should understand and comply with it.
- 2) A password should never be the same for all sites, and should not be the name or date of birth of your husband, wife or kids.
- 3) Do not click on any links in an email unless you are sure of the source.
- 4) Always ensure you have an updated antivirus program.
- 5) With financial transactions where the “client” has requested that payment be made to another account than originally specified, check the email address and rather also speak to the client to confirm banking details.
- 6) Be suspicious of any email requesting your personal information such as your bank details, user name or password.



Written by/Geskryf deur: Sonja du Toit - Director

## Administration of deceased estates

We are proud to announce that we have established a deceased estate department.

**Kindly contact us at 012 660 6000 for further information or assistance or send an e-mail to [info@mcvdberg.co.za](mailto:info@mcvdberg.co.za).**

**M.C. VAN DER BERG<sup>INC</sup>**  
**ATTORNEYS, CONVEYANCERS & NOTARIES**

Your Property Attorneys

## TENANTS AND THE “RIGHT OF FIRST REFUSAL”

The right of first refusal means that a landlord agrees to alert the tenant when he or she decides to put the property up for sale, offering the tenant the first opportunity to make an offer to purchase. The legal complexity of this right of a tenant has been highlighted by the recent court case between *Mokone v Tassos Properties* that ended up in the Constitutional Court. The tenant in this case was granted a right of first refusal in the original lease agreement. The agreement was later extended - first orally, and then through written endorsement. The owner later sold the property to a third party without taking the right of first refusal into consideration. This was arguably legal as previous precedent indicates that the renewal of an agreement only includes the essential terms of the agreement, unless the collateral terms, such as a right of first refusal, are expressly mentioned. In terms of our common law, the rule is that only essential terms to the lease relationship will be renewed.

The Constitutional Court held that when renewing a lease on the same terms and conditions, a lay person would regard the contents of a document setting out the terms of their lease and a related agreement of whatever nature, as the lease agreement between the parties and therefore a right of first refusal would form part of any renewal. The sale to the third party was cancelled.

Contract renewal will now be deemed to renew all aspects of the original agreement, both essential and collateral. Should the parties wish to exclude certain terms, this will have to be expressly stipulated in a separate addendum.

## Werknemer van die maand

Lara Naudé het op 4 Januarie 2016 by die firma begin as kandidaat prokureur. Sy het intussen haar studies voltooi en word gedurende Maart 2018 toegelaat as prokureur, aktevervaardiger en notaris.

Sy is ook besig om haar troue te beplan en word op 26 April Mev. Rademeyer! 2018 is inderdaad vir haar 'n groot jaar!

## Boereraat – slaaikoppe



- ◆ Maak verlepte slaaiblaar weer bros deur dit in 'n bak yskaswater te plaas; nie yswater nie.
- ◆ Slaaikoppe bly langer vars in die yskas in papiersakke, nie plastieksakke nie.

## What our clients have to say / Wat ons kliënte sê

- ◆ I must just complement your on your great services and for sending me updates the whole time as this is not happening from the attorney that is handling my registration.
- ◆ Dit was 'n voorreg om met u firma hierdie proses te kon meemaak. Dit was uiters professioneel hanteer. Seënwense en weereens dankie aan u vir leiding in die proses.
- ◆ Just wanted to drop you a BIG Thank YOU Note for your professionalism and attendance to our sale matter - all the way. Thank you for informing us and keeping our heads up for the required actions. Shortly, Thank You for chasing everything for us in professional and Kind manner!!! Keep well. All much appreciated.
- ◆ Baie dankie vir julle organisasie se baie professionele diens met die hantering van die transport proses van my eiendom. Ek vind dit voorwaar voortreflik dat in hierdie dae van ydele beloftes, registrasie plaasgevind het op presies die beloofde datum!

## BONDS/VERBANDE FREQUENTLY ASKED QUESTIONS/ GEREELDE VRAE

### WHAT IS AN ACCESS FACILITY?

An access facility provides you with the opportunity to withdraw additional amounts paid into your bond account. Only amounts paid over and above the required instalment can be withdrawn from your bond account.

The bond account can therefore be utilised as a savings account and must be linked to one of the client's existing accounts at the same bank. The access facility is not automatically granted by the bank and must be included in the bond application.

### WAT IS 'N RESERWEFASILITEIT?

'n Reserwefasiliteit bied u die geleentheid om van tyd tot tyd addisionele fondse in die verbandfasiliteit in te betaal en daaruit te onttrek. Slegs bedrae wat addisioneel tot die paalement inbetaal is, kan onttrek word.

Hierdie fasiliteit kan dus as 'n spaarrekening gebruik word en moet aan 'n ander rekening van die kliënt by dieselfde bank gekoppel word. Die fasiliteit word nie outomaties deur die bank toegestaan nie en daar moet vooraf daarvoor aansoek gedoen word.

Written by/Geskryf deur: Chanèl Ferguson

## Ethical Code - EAAB

### No estate agent shall –

3.7 accept any mandate or instructions for work in respect of immovable property if his interest therein would compete with his obligations towards an existing client in respect of the same immovable property without first disclosing such interest in writing to such client;

## MCTools - MC<sup>2</sup>Agent

The MC<sup>2</sup>Agent is a weekly e-mail sent to estate agents. It contains a short and powerful piece of legal advice.

If you, as an agent, are not receiving our weekly MC<sup>2</sup>Agent, please contact your marketing consultant in order for us to load your details onto our database to ensure that you are kept up to date.

## HUURDERS EN DIE “VOORKOOPSREG”

'n Voorkeepsreg beteken dat 'n verhuurder toestem om die huurder in kennis te stel wanneer hy of sy besluit om die eiendom te verkoop en die huurder eerste geleentheid te gee om 'n aanbod te maak. Die regs kompleksiteit van hierdie reg van die huurder is in 'n onlangse hofuitspraak uitgelig in die saak van *Mokone v Tassos Properties* wat in die Grondwetlike Hof opgeëindig het. In hierdie saak was 'n voorkeepsreg in die oorspronklike huurooreenkoms aan die huurder verleen. Die ooreenkoms is later mondelings verleng, daarna by wyse van skriftelike endossemente. Die eienaar het die eiendom later aan 'n derde party verkoop, sonder om die voorkeepsreg in ag te neem. Dit is geargumenteer dat dit wettig is aangesien vorige presedente dit duidelik maak dat die hernuwing van 'n ooreenkoms slegs die essensiële terme van die ooreenkoms moet insluit, tensy die kollaterale terme, soos 'n voorkeepsreg, uitdruklik genoem word. In terme van ons gemenerereg is die reël dat slegs essensiële terme tot die kontrak hernu sal word.

Die Grondwetlike Hof het bevind dat wanneer 'n huurooreenkoms op dieselfde terme en voorwaardes hernu word, 'n leek die inhoud van 'n dokument wat die terme van hul huur uiteensit en 'n verwante ooreenkoms van watter aard ook al, as hul huurooreenkoms sal beskou en daarom sal die voorkeepsreg deel vorm van die hernuwing. Die verkoop aan die derde party is gekanselleer.

Kontraktuele hernuwing sal nou geag word om alle aspekte van die oorspronklike ooreenkoms te hernu, beide die essensiële en kollaterale aspekte. Indien die partye verkies om sekere terme uit te sluit, sal dit uitdruklik by wyse van 'n aparte addendum gedoen moet word.

Written by/Geskryf deur: Nicole Alberts

## SUDOKU

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## Welkom terug in 2018!

Ek kan amper nie glo dit is al 6 jaar na die aarde sou vergaan het op 21 Desember 2012 nie. Ek is bereid om geld daarop te wed dit gaan ook nie hierdie jaar gebeur nie. Intendeel, beleef ek 'n algemene verandering in die sentiment in die land.

Die einde van die korrupte, gulsige en selfvernietigende leierskap era in ons dierbare land is nou onafwendbaar.

Ek glo dat daar meer as genoeg goeie geeste in ons land is, dat indien ons saamwerk ons Suid-Afrika tot sy volle potensiaal kan bring.

Voorspoedige nuwe jaar!



## We can assist you with:

Antenuptual Contracts • Trusts • Wills • Notarial Services • Estate Planning • Administration of deceased estates • Companies • Association Agreements • Rental Agreements