

Terms and Conditions – [PrivateBuyer.com](https://privatebuyer.com)

Effective Date: 1 May 2026

1. Introduction and Operator

[PrivateBuyer.com](https://privatebuyer.com) (“the Platform”) is operated by **PrivateBuyer (Pty) Ltd** (Registration No. [insert]), a business property practitioner registered as a referral intermediary with the Property Practitioners Regulatory Authority (PPRA). The company's director is **Gert van der Merwe**, who holds individual Fidelity Fund Certificate (FFC) No. **202634102760000**.

The Platform assists prospective **buyers** of real estate, commercial properties, and farms to find properties that match their needs. Properties are advertised on the Platform solely for this purpose.

PrivateBuyer (Pty) Ltd does **not** itself sell, purchase, or let properties – it acts as a **referral intermediary** that connects buyers with registered property practitioners who hold valid FFCs.

By using the Platform, you agree to these Terms. If you do not agree, you must not use the Platform.

2. Definitions

In these Terms, unless the context otherwise requires:

Term	Meaning
" Buyer "	Any natural or juristic person using the Platform to find a property to purchase.
" Agent "	A registered property practitioner (South African or international) who holds a valid FFC or foreign professional licence and lists properties on the Platform.
" FFC "	Fidelity Fund Certificate issued by the PPRA.
" Introduction "	The act of PrivateBuyer sharing a Buyer's contact details with an Agent after the Buyer requests a viewing.
" Platform "	The website at privatebuyer.com and all associated subdomains, dashboards, and backend systems.
" PPRA "	The Property Practitioners Regulatory Authority.
" Property "	Any immovable property, including residential, commercial, and

Term	Meaning
	farm properties.
"Referral Fee"	The fee payable by an Agent to PrivateBuyer when a Buyer introduced through the Platform successfully purchases a Property.

3. Interpretation

Clause headings are for convenience only and shall not affect interpretation. Words importing the singular include the plural and vice versa. References to "writing" include electronic communication (email).

4. Eligibility and Registration

4.1 You must be 18 years or older to register on the Platform.

4.2 There are no geographical restrictions, but you must comply with all applicable laws of your jurisdiction.

4.3 When registering, you must provide your full name, email address, and contact number. You warrant that all information you provide is accurate and complies with relevant legislation.

4.4 You are responsible for maintaining the security of your account (including password). PrivateBuyer is not liable for losses from unauthorised access caused by your failure to secure your account.

5. Using the Platform – Permitted Activities

5.1 Buyers may:

- Capture their property requirements (“Needs Analysis”).
- Browse advertised properties (basic information only – no photos or agent contact details).
- Request a viewing of a specific property, which requires registration and login.
- Save properties and receive alerts when matching properties are listed.

5.2 Sellers or their Agents (registered property practitioners who hold a valid FFC or foreign professional licence) may:

- List properties (basic information only – no photos or agent contact details displayed publicly).
- Receive viewing requests from Buyers.
- Access the user dashboard to manage referrals.
- Agents may participate in the referral network (earn network overrides by introducing other agents to the Platform).

5.3 You may **not**:

- Post direct contact details in publicly visible fields.
- Resell or sublicense access to the Platform.
- Use the Platform for any unlawful purpose or in violation of the Property Practitioners Act 22 of 2019.
- Use the Platform to harass, abuse, or spam other users.
- Attempt to circumvent the Platform's introduction process by contacting a Buyer, Seller or Agent outside the Platform before a viewing.

6. Property Listings and Advertising

6.1 Properties are advertised on the Platform with basic information only: location (area), price range, property type, number of bedrooms and bathrooms, and size (square metres).

6.2 No photos and no agent contact details are displayed publicly on any property listing.

6.3 The purpose of advertising properties is solely to assist Buyers in finding properties that match their needs.

6.4 Information contained in property listings is provided by Sellers or their Agents and is not independently verified by PrivateBuyer. PrivateBuyer makes no representations or warranties as to the accuracy, completeness, or currency of any property information.

7. Requesting a Viewing and Introductions

7.1 A Buyer may request a viewing of a property only after registering and logging into the Platform.

7.2 When a Buyer requests a viewing, the Buyer expressly consents to PrivateBuyer sharing the Buyer's name, email address, and telephone number with the Agent who listed the property, once a viewing is requested, not beforehand.

7.3 Upon receiving a viewing request, PrivateBuyer will introduce the Buyer to the Seller or Agent by sharing the Buyer's contact details with them.

7.4 PrivateBuyer is not a party to any viewing, negotiation, or transaction between the Buyer and the Agent. PrivateBuyer is not responsible for the conduct of any Agent.

8. Fees and Commission

8.1 Buyers and Sellers pay no fees to PrivateBuyer for using the Platform, browsing properties, or requesting viewings.

8.2 Agents who receive a Buyer introduction through the Platform and successfully conclude a transaction with that Buyer shall pay a **Referral Fee** to PrivateBuyer.

8.3 The Referral Fee shall be calculated as a percentage of the gross commission the Agent earns from the transaction, as agreed in a separate written Referral Agreement between the Agent and PrivateBuyer.

8.4 The Referral Fee is due and payable only upon successful conclusion of the transaction and receipt by the Agent of their commission.

8.5 No person who does not hold a valid FFC (South Africa) or a valid professional real estate licence (international) shall receive any direct payment derived from a property transaction.

9. Agent Network and Overrides (MLM)

9.1 Agents who refer other registered property practitioners to the Platform may earn network overrides – a percentage of the Referral Fee earned by PrivateBuyer from transactions closed by the referred agent.

9.2 Network overrides are paid only to registered property practitioners who hold valid FFCs (South Africa) or valid professional licences (international).

9.3 No payments are made to any person who does not hold a valid FFC or foreign licence.

9.4 The specific override percentages are set out in the Agent's separate Network Agreement and are available on request.

10. No Agency Relationship

10.1 PrivateBuyer is **not** a real estate agent and does **not** act as an agent for any Buyer, Seller or Agent.

10.2 PrivateBuyer does **not** sell, purchase, or let properties. PrivateBuyer does **not** negotiate transactions, draft offers, or handle client funds.

10.3 The relationship between PrivateBuyer and Agents is that of independent contractors. Nothing in these Terms creates a partnership, joint venture, or employment relationship.

11. Intellectual Property

11.1 All content on the Platform (text, software, images, design, logos, trademarks) is owned by PrivateBuyer (Pty) Ltd or used under licence. You may not copy, reverse-engineer, or republish any content without written consent.

11.2 “PrivateBuyer” and the PrivateBuyer logo are trademarks of PrivateBuyer (Pty) Ltd.

12. User Warranties and Undertakings

12.1 You warrant that you have the right to upload any material (property listings, needs analyses) and that it does not infringe any third-party rights.

12.2 You will promptly update your information (e.g., property sold, buyer found) and authorise PrivateBuyer to archive or remove outdated listings.

12.3 You will not use contact details obtained from the Platform to contact other users outside the Platform for the purpose of avoiding a Referral Fee or circumventing the Platform's introduction process.

12.4 Agents warrant that they hold a valid FFC (South Africa) or valid professional real estate licence (international) and will maintain such credentials throughout their use of the Platform.

13. Disclaimer of Warranties

The Platform is provided “as is” and “as available”. PrivateBuyer (Pty) Ltd makes no representations or warranties that:

- The Platform will be error-free or uninterrupted.
- Any property listing or buyer need is accurate, complete, or current.
- The Platform is free of viruses or other harmful components.

Users are solely responsible for verifying all information and for complying with all applicable laws.

14. Limitation of Liability

To the fullest extent permitted by South African law:

- PrivateBuyer (Pty) Ltd shall not be liable for any indirect, incidental, or consequential damages arising from your use of the Platform.
- Total liability for any claim arising from these Terms shall not exceed R1,000 (one thousand Rand).

Nothing in this clause excludes liability for fraud, gross negligence, or any liability that cannot be limited by law.

15. Indemnity

You agree to indemnify and hold harmless PrivateBuyer (Pty) Ltd from any claims, damages, or expenses (including reasonable legal fees) arising from your breach of these Terms or any applicable law.

16. Termination

PrivateBuyer may terminate your access immediately if you:

- Breach any material provision of these Terms.
- Use the Platform in an unlawful manner.
- Are an Agent and your FFC is suspended, revoked, or expires.

You may terminate your account at any time by emailing support@privatebuyer.com.

17. Governing Law and Dispute Resolution

17.1 These Terms are governed by the laws of the Republic of South Africa.

17.2 Any dispute arising from these Terms (excluding claims for unpaid fees, which may be brought in any competent court) shall first be referred to internal mediation. If not resolved within 30 days, the dispute shall be resolved by arbitration in Bloemfontein in accordance with the rules of the Arbitration Foundation of Southern Africa (AFSA). Arbitration shall be final and binding.

17.3 Nothing in this clause prevents a party from seeking urgent interim relief from a court of competent jurisdiction.

18. PPRA Compliance and Disclosure

18.1 PrivateBuyer (Pty) Ltd is registered with the Property Practitioners Regulatory Authority (PPRA) as a business property practitioner (referral intermediary). Gert van der Merwe (Director) holds individual FFC No. **2023748456**.

18.2 This business does not operate a trust account (Category A exemption granted). The company has never received any trust monies.

18.3 All Agents using the Platform must display their own FFC number and PPRA registration statement in their communications with clients.

18.4 Property practitioners are required to provide a mandatory disclosure form (Section 67 of the Property Practitioners Act) to sellers before accepting a mandate, and to buyers before they sign an offer. PrivateBuyer does not accept mandates directly and is not responsible for any Agent's compliance with this requirement.

19. FFC Warranty for Agents

Any Agent using the Platform warrants that:

- They hold a valid Fidelity Fund Certificate issued by the PPRA (or, for international agents, a valid professional real estate licence in their country of residence).
- Their FFC is valid at the time of performing any service related to a transaction introduced through the Platform.
- They will provide a certified copy of their valid FFC (or foreign licence) to the conveyancer before any payment is released.

Failure to comply with this warranty renders the Agent liable to repay any amounts received to the Property Practitioners Fidelity Fund.

20. Cross-Border Payments and International Agents

20.1 Payments to international Agents shall be made in compliance with the South African Reserve Bank (SARB) exchange control rules.

20.2 Payments may be processed via a SARB-approved authorised dealer.

20.3 The international Agent warrants that they hold a valid professional real estate licence in their country of residence and will provide a certified copy of such licence upon request.

20.4 PrivateBuyer shall maintain records of all cross-border payments for five years, as required by Section 55 of the Property Practitioners Act.

21. General

21.1 If any provision is held invalid, the remaining provisions continue in full force.

21.2 These Terms may be updated from time to time. Continued use of the Platform after notice of changes constitutes acceptance.

21.3 For any questions, contact: support@privatebuyer.com or the physical address: 2 Frank Smuts Street, Heuwelsig, Bloemfontein, South Africa (for legal notices).
