*The Directors and the Property Practitioners Regulatory Authority*

*[Insert the name of the Business Property Practitioner]*

*[Insert the address of the Business Property Practitioner]*

Dear Sir/Madam

**REPORT OF THE INDEPENDENT ASSURANCE PRACTITIONER TO THE PROPERTY PRACTITIONERS REGULATORY AUTHORITY (“PPRA”) ON [INSERT NAME BUSINESS PROPERTY PRACTITIONER]’S (“PROPERTY PRACTITIONER”):**

* Compliance of their trust account(s) with Sections 54(1), (2), (3), (5) and (10) of the Property Practitioners Act No. 22 of 2019 (PPA) for the financial year ended [insert the year-end date];
* Information extracted from their accounting records in terms of Sections 54(1), (2)(a) and (10) of the PPA; and
* Their compliance with Section 48 of the PPA, as it relates to the Property Practitioner’s Fidelity Fund certificate; and Section 28 of the Financial Intelligence Centre Act No. 38 of 2001 (FICA), as it relates to the Property Practitioner’s Financial Intelligence Centre (FIC) registration.

The respective Parts A and B reports, attached to this report, are made for the purpose of our compliance with the reporting requirements of Section 54(5)(b) of the PPA for the financial year ended [insert the year-end date].

**<*Practitioner’s/Partners’/Members’/Directors’*>Responsibility for the Subject Matter**

The *<practitioner/partners/members/directors>* is/are responsible for ensuring the Property Practitioner’s compliance with the provisions of the PPA; and for such internal control as the *<practitioner/partners/members/directors>* determine(s) is necessary to ensure compliance with Sections 48 and 54(1), (2), (3), (5), (10) of the PPA as well as Section 28 of the FICA, and to prevent and detect fraud and theft.

**Assurance Practitioner’s Responsibility**

Our responsibility is to issue the reports under Section 54(5)(b) of the PPA in respect of the Property Practitioner’s trust account(s), as set out in Part A attached to this report; and these reports express our reasonable assurance opinion in accordance with the International Standard on Assurance Engagements ("ISAE”) 3000 (Revised), *Assurance Engagements other than Audits or Reviews of Historical Financial Information* (“ISAE 3000 (Revised)”.

We also performed agreed-upon procedures engagements, with our findings set out in Part B attached to this report, in accordance with the International Standard on Related Services (“ISRS”) 4400 (Revised), *Agreed-Upon Procedures Engagements* (“ISRS 4400 (Revised)”), on the:

* Information extracted from the accounting records of the Property Practitioner; and
* Property Practitioner’s Fidelity Fund certificate and FIC registration.

We completed our [audit/independent review] of the statutory financial statements of the Property Practitioner for the financial year ended [insert the year-end date], on which we issued an *<unqualified/qualified/adverse/disclaimer>* [opinion] *or <modified/unmodified>* [conclusion] on [insert the date the assurance practitioner’s/independent reviewer’s report was signed]. Our [audit/independent review] of the financial statements was performed in accordance with the [International Standards on Auditing/International Standards on Review Engagements].

**Opinion and Findings**

Our respective reasonable assurance opinion and findings from our agreed-upon procedures are expressed in the individual Parts A and B of our reports, as attached.

**Restriction on Use and Distribution**

Our report is intended solely for the purpose of our compliance with Section 54(5)(b) of the PPA and for no other purpose. As such, this report should not be distributed to or used by any other parties other than the PPRA and the *<practitioner/partners/members/directors>* of the Property Practitioner.

Should you wish to discuss the contents of the respective Parts A and B reports in any further detail, please contact *[insert the partner/s’ name/s and telephone number/s]*.

Yours faithfully,

*Assurance practitioner’s signature*

*Name of the individual registered auditor*

*IRBA registration number of the firm and/or assurance practitioner*

*Registered audit firm*

*Date of the assurance practitioner’s report*

*Assurance practitioner’s address (if not on a firm letterhead)*

**Circumstances**

* Reasonable assurance engagement conducted in accordance with the International Standard on Assurance Engagements (ISAE) 3000 (Revised), Assurance Engagements Other than Audits or Reviews of Historical Financial Information (ISAE 3000 (Revised)), on the compliance of the Property Practitioner’s trust accounts with Sections 54(1), (2), (3), (5) and (10) of the Property Practitioners Act.
* Unqualified/qualified reasonable assurance opinion.[[1]](#footnote-2)

**PART A: REASONABLE ASSURANCE REPORT ON THE PROPERTY PRACTITIONER’S TRUST ACCOUNTS**

**Independent Assurance Practitioner’s Reasonable Assurance Report on [insert the name of the business property practitioner]’s Trust Account(s)**

**Report on Compliance of the Trust Accounts with the Property Practitioners Act[[2]](#footnote-3)**

We have undertaken a reasonable assurance engagement on the compliance of the trust accounts of *[insert the name of the business property practitioner]* (Property Practitioner) with Sections 54(1), (2), (3), (5) and (10) of the Property Practitioners Act No. 22 of 2019 (PPA) for the financial year ended [insert the year-end date].

**<*Practitioner’s /Partners’/Members’/Directors’*> *Responsibility* for the Trust Accounts**

The *<practitioner/partners/members/directors>* is/are responsible for ensuring the Property Practitioner’s compliance with the provisions of the PPA; and for such internal control as the *<practitioner/partners/members/directors>* determine(s) is necessary to ensure the compliance of the trust account(s) with Sections 54(1), (2), (3), (5) and (10) of the PPA, and to prevent and detect fraud and theft.

**Our Independence and Quality Management**

We have complied with the independence and other ethical requirements of the Independent Regulatory Board for Auditors’ (IRBA) *Code of Professional Conduct for Registered Auditors* (IRBA Code), which is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour. 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)*.

The firm applies the International Standard on Quality Management 1, *Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements*, which requires the firm to design, implement and operate a system of quality management, including policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

**Assurance Practitioner’s Responsibility**

Our responsibility is to express a reasonable assurance opinion on whether the Property Practitioner’s trust account(s) were maintained, in all material respects, in compliance with Sections 54(1), (2), (3), (5) and (10) of the PPA for the financial year ended [insert the year-end date], based on our procedures performed.

We conducted our reasonable assurance engagement in accordance with the International Standard on Assurance Engagements ("ISAE”) 3000 (Revised), *Assurance Engagements other than Audits or Reviews of Historical Financial Information* (“ISAE 3000 (Revised)”). That standard requires that we plan and perform our engagement to obtain reasonable assurance about whether the trust accounts were maintained, in all material respects, in compliance with Sections 54(1), (2), (3), (5) and (10) of the PPA for the financial year ended [insert the year-end date].

Furthermore, a reasonable assurance engagement in accordance with ISAE 3000 (Revised) involves performing procedures to obtain evidence about whether the trust accounts were maintained, in all material respects, in compliance with Sections 54(1), (2), (3), (5) and (10) of the PPA for the financial year ended [insert the year-end date]. The nature, timing and extent of procedures selected depend on the assurance practitioner’s judgement, including the assessment of the risks of non-compliance with the Act, whether due to fraud and error. In making those risk assessments, we considered the internal control that is relevant to the circumstances of the engagement in order to design procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of internal control. Our reasonable assurance engagement included the following procedures:

1. Inquiries of the *<practitioner/partners/members/directors>* responsible for financial matters and compliance with the PPA and the inspection of supporting documents to determine whether for the period being reported on:

* The Property Practitioner’s trust account(s) was/were properly referenced, and the requisite details furnished to the PPRA, as required by Section 54(1)(a) of the PPA;
* The Property Practitioner had invested monies deposited in a trust account in accordance with the requirements of Section 54(2)(a) of the PPA;
* The Property Practitioner had kept separate accounting records, as required by Section 54(5)(a) of the PPA;
* The Property Practitioner balanced the accounting records relating to trust account(s) at intervals of not more than one month, as required by Section 54(5)(b) of the PPA;
* The Property Practitioner administered the trust account(s) in the prescribed manner, as required by Sections 54(3), (5)(c) and (10) of the PPA; and
* The system employed when transferring amounts (including interest earned) from the Property Practitioner’s trust banking account to their business account appears to ensure that on each occasion any such transfer is made, the balance remaining to the credit of the Property Practitioner’s trust banking account or other interest-bearing account referred to in Section 54(2)(a) of the PPA, together with any trust monies held in cash on hand, amounts to not less than the trust balances after the amounts (including interest earned) are transferred from the Property Practitioner’s trust banking account to their business account.

1. Obtaining written representation(s) on matters that are relevant to this engagement.

We believe that the evidence we have obtained is sufficient and appropriate to provide a basis for our [opinion/qualified opinion].

**Basis for Qualified Opinion [Delete this section, if it is an unqualified opinion]**

The trust account(s) for the financial year ended [insert the year-end date] were not maintained in compliance with the PPA as follows:

List *…<insert the identified instances of non-compliance with Sections 54(1), (2), (3), (5) and (10)>*

**Reasonable Assurance *<Unqualified/Qualified[[3]](#footnote-4) Opinion>***

In our opinion, *<except for the instances of non-compliance listed in the preceding paragraph>[[4]](#footnote-5)*, the trust accounts of [insert the name of the business property practitioner] for the financial year ended [insert the year-end date] were maintained, in all material respects, in compliance with Sections 54(1), (2), (3), (5) and (10) of the PPA.

**Report on Other Legal and Regulatory Requirements**

*<The form and content of this section of the assurance practitioner’s report will vary, depending on the nature of the assurance practitioner’s other reporting responsibilities.>*

**Restriction on Use and Distribution**

Our report is intended solely for the purpose of our compliance with Section 54(5)(b) of the PPA and for no other purpose. Therefore, it should not be distributed to or used by any other parties other than the PPRA and the *<practitioner/partners/members/directors>* of the Property Practitioner.

*Assurance practitioner’s signature*

*Name of the individual registered auditor*

*IRBA registration number of the firm and/or assurance practitioner*

*Registered audit firm*

*Date of the assurance practitioner’s report*

*Assurance practitioner’s address (if not on a firm letterhead)*

**PART B: AGREED-UPON PROCEDURES ENGAGEMENTS**

1. **Agreed-Upon Procedures Report on the Information Extracted from the Accounting Records of [insert the name of the business property practitioner]**

**Purpose of this Agreed-Upon Procedures Report**

Our report on the information extracted from the accounting records of [insert the name of the business property practitioner] (Property Practitioner), as it relates to the monies deposited in the Trust Banking Account (see Annexure A) and the Unidentified and/or Unclaimed Trust Monies held for longer than three years (see Annexure B) (together referred to as the “subject matter”), is provided in accordance with Section 54(5)(b) of the Property Practitioners Act No. 22 of 2019 (PPA), solely for the purpose of, and may not be suitable for another purpose, assisting the Property Practitioners Regulatory Authority (PPRA) in evaluating whether the Property Practitioner has complied with the requirements of:

* Sections 54(1) and 54(2)(a) of the PPA, in relation to monies deposited in the trust banking account, for the financial year ended [insert the year-end date]; and
* Section 54(10) of the PPA, in relation to unidentified and/or unclaimed trust monies held for longer than three years, for the financial year ended [insert the year-end date].

This report is intended solely for the Property Practitioner and the PPRA, and should not be used by, or distributed to, any other parties.

**Responsibility of the <*Practitioner/Partners /Members/Directors*>**

The *<practitioner/partners/members/directors>* and the PPRA have acknowledged that the agreed-upon procedures are appropriate for the purpose of the engagement.

The *<practitioner/partners/members/directors>* is/are responsible for the subject matter on which the agreed-upon procedures are performed.

**Assurance Practitioner’s Responsibility**

We have conducted the agreed-upon procedures engagement in accordance with the International Standard on Related Services (ISRS) 4400 (Revised), *Agreed-Upon Procedures Engagements*. An agreed-upon procedures engagement involves us performing the procedures that have been agreed with the *<practitioner/partners/members/directors>*; and reporting the findings, which are the factual results of the agreed-upon procedures performed. We make no representation regarding the appropriateness of the agreed-upon procedures.

This agreed-upon procedures engagement is not an assurance engagement. Accordingly, we do not express an opinion or an assurance conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported.

**Professional Ethics and Quality Management**

We have complied with the ethical requirements of the Independent Regulatory Board for Auditors’ (IRBA) Code of Professional Conduct for Registered Auditors (IRBA Code). The IRBA Code is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour; and it 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). For the purpose of this engagement, there are no independence requirements with which we are required to comply.

Our firm applies the International Standard on Quality Management 1, *Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements*, which requires the firm to design, implement and operate a system of quality management, including policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

**Procedures and Findings**

We have performed the procedures described below, which were agreed upon with the *[practitioner/partners/directors’, delete as appropriate]*, on the information extracted from the accounting records of the Property Practitioner.

|  |  |  |
| --- | --- | --- |
| **NO.** | **PROCEDURES** | **FINDINGS** |
| **Monies deposited in the trust banking account in compliance with Sections 54(1) and 54(2)(a) of the PPA[[5]](#footnote-6).** | | |
| 1. | Obtain from [insert the name and designation] the following:   1. A schedule of interest earned on monies deposited in the trust banking accounts for the purposes of Section 54(1) and invested in terms of Section 54(2)(a) of the PPA for the financial year ended [insert the date][[6]](#footnote-7); 2. All IT3(b) certificates as at 28 February [insert the year*]. <Only applicable if the financial year-end of the business property practitioner is February>* / All trust account bank statements for the financial year ended [insert the date] *<for all other financial year-ends other than February>*; 3. A schedule of interest earned on trust monies payable in terms of express written mandates for the financial year ended <insert the date>; 4. A schedule of interest earned on trust accounts paid to the Property Practitioners Fidelity Fund (PPFF) for the financial year ended <insert the date>; 5. A schedule of the balance payable to the PPFF as at <insert the financial year-end date>; and 6. A reconciliation, in the same format as Annexure A of this report.   Perform the following procedures: | We obtained from [insert the name and designation] the following:   1. A schedule of interest earned on monies deposited in the trust banking accounts for the purposes of Section 54(1) and invested in terms of Section 54(2)(a) of the PPA for the financial year ended [insert the date]; 2. All IT3(b) certificates as at 28 February [insert the year]. *<Only applicable if the financial year-end of the business property practitioner is February>* / All trust account bank statements for the financial year ended [insert the date] *<for all other financial year-ends other than February>*; 3. A schedule of interest earned on trust monies payable in terms of express written mandates for the financial year ended <insert the date>; 4. A schedule of interest earned on trust accounts paid to the Property Practitioners Fidelity Fund (PPFF) for the financial year ended <insert the date>; 5. A schedule of the balance payable to the PPFF as at <insert the financial year-end date>; and 6. A reconciliation, in the same format as Annexure A of this report.   [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 1.1 | Test the mathematical accuracy of the following by casting and cross-casting all rows and columns and note any exceptions:   1. A schedule of interest earned on monies deposited in the trust banking accounts for the purposes of Section 54(1) and invested in terms of Section 54(2)(a) of the PPA for the financial year ended [insert the date]; 2. A schedule of interest earned on trust monies payable in terms of express written mandates for the financial year ended <insert the date>; 3. A schedule of interest earned on trust accounts paid to the Property Practitioners Fidelity Fund (PPFF) for the financial year ended <insert the date>; 4. A schedule of the balance payable to the PPFF as at <insert the financial year-end date>; and 5. Annexure A of this report. | We tested the mathematical accuracy of the following:   1. A schedule of interest earned on monies deposited in the trust banking accounts for the purposes of Section 54(1) and invested in terms of Section 54(2)(a) of the PPA for the financial year ended [insert the date]; 2. A schedule of interest earned on trust monies payable in terms of express written mandates for the financial year ended <insert the date>; 3. A schedule of interest earned on trust accounts paid to the Property Practitioners Fidelity Fund (PPFF) for the financial year ended <insert the date>; 4. A schedule of the balance payable to the PPFF as at <insert the financial year-end date>; and 5. Annexure A of this report.   [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 1.2 | Inspect the IT3(b) certificates *<only applicable if the financial year-end of the business property practitioner is February>* or bank statements *<for all other financial year-ends other than February>*;and note whether all the IT3(b) certificates/bank statements are in the name of the Property Practitioner. | We inspected the IT3(b) certificates *<only applicable if the financial year-end of the business property practitioner is February>* or bank statements *<for all other financial year-ends other than February>*; and the certificates or bank statements [are/are not] in the name of the Property Practitioner. |
| 1.3 | Agree the total interest received per the schedule obtained in 1a above to Annexure A. Note any exceptions. | We agreed the total interest received per the schedule obtained in 1a above to Annexure A and noted [no exceptions / the following exceptions:]  *[Insert the details of the exceptions]* |
| 1.4 | Agree the total interest received per Annexure A to the IT3(b) certificates *<only applicable if the financial year-end of the business property practitioner is February>* or bank statements *<for all other financial year-ends other than February>*. Note any exceptions. | We agreed the total interest received per Annexure A to the IT3(b) certificates *<only applicable if the financial year-end of the business property practitioner is February>* or bank statements *<for all other financial year-ends other than February>* and noted [no exceptions / the following exceptions:]  *[Insert the details of the exceptions]* |
| 1.5 | Agree the total amount payable in terms of express written mandates per the schedule obtained in 1c above to Annexure A. Note any exceptions. | We agreed the total amount payable in terms of express written mandates per the schedule obtained in 1c above to Annexure A. [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 1.6 | Agree the first transaction on the list and continue until you have reached at least 50% in rand value of the transactions on the schedule obtained in 1c to the signed mandates, lease contracts and/or contracts of sale. Note any exceptions. | We agreed the first transaction on the list and continued until we reached at least 50% in rand value of the transactions on the schedule obtained in 1c to the signed mandates, lease contracts and/or contracts of sale. [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 1.7 | Agree the total amount paid out to the PPFF per the schedule obtained in 1d above to Annexure A. Note any exceptions. | We agreed the total amount paid out to the PPFF per the schedule obtained in 1d above to Annexure A. [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 1.8 | Agree all the amounts paid out to the PPFF per the schedule obtained in 1d above to the bank statement(s). Note any exceptions. | We agreed all the amounts paid out to the PPFF per the schedule obtained in 1d above to the bank statement(s). [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| **The following three procedures (i.e. 1.9, 1.10 and 1.11) are only applicable in instances where the Property Practitioner is winding up a trust account to cease to trade, or intends to qualify for a Section 23(2)(a) exemption from holding a trust account, on the basis that they do not receive trust monies and do not intend to mandate a payment processing agent.** | | |
| 1.9 | Inspect the letter from the bank confirming the closure of the trust account and note down the date the trust account was closed, in instances where the Property Practitioner is winding up the trust account to qualify for an exemption from holding a trust account or ceasing to trade. Note any exceptions. | We inspected the letter(s) from the bank(s) confirming the closure of the trust account and noted that the trust account was closed on [insert the date].  [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 1.10 | Inspect and document the date the trust account(s) referred to in 1.9 above was/were closed. Note any exceptions. | We inspected and documented that the trust account(s) was/were closed on [insert the date(s)].  [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 1.11 | Agree the disbursement of the remaining trust funds as per the trust account bank statement(s) to the trust creditor(s) ledger or other party(ies), prior to the closure of the trust accounts referred to in 1.9 above. Note any exceptions. | We agreed the disbursement of the remaining trust funds as per the trust account bank statement(s) to the trust creditor(s) ledger or other party(ies). [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| **The following two procedures (i.e. 1.12 and 1.13) are only applicable in instances where the Property Practitioner is a managing agent that is winding up a trust account to qualify for a Section 23(2)(a) exemption from holding a trust account, on the basis that they do not receive trust monies and do not intend to mandate a payment processing agent to maintain their trust accounts.** | | |
| 1.12 | Inspect the *letter from the bank confirming the closure of the trust account and letter from the body corporate confirming receipt of its money>* and note down the *<date the trust account was closed/date the trust monies were transferred to the body corporate>*, in instances where the Property Practitioner is winding up the trust account to qualify for an exemption from holding a trust account or ceasing to trade. Note any exceptions. | We inspected the *letter(s) from the bank(s) confirming the closure of the trust account and letter from the body corporate confirming receipt of its money>* and noted that the *<trust account/trust monies* *was/were closed/transferred to the body corporate>* on [insert the date].  [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 1.13 | Inspect and document the date the trust account(s) was/were closed and the date the remaining trust monies were transferred to the body(ies) corporate. Note any exceptions. | We inspected and documented that the trust account(s) was/were closed on [insert the date(s)]. We also inspected and documented that the remaining trust monies were transferred to the bank accounts of the body(ies) corporate on <insert the date(s)>.  [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| **The following two procedures (i.e. 1.14 and 1.15) are only applicable in instances where the Property Practitioner is winding up a trust account to qualify for a Section 23(2)(a) exemption from holding a trust account, on the basis that they mandated a payment processing agent to maintain their trust accounts.** | | |
| 1.14 | Inspect the *letter from the bank confirming the closure of the trust account and letter from the payment processing agent confirming receipt of trust funds* and note down the *<date the trust account was closed/date the trust monies were transferred to the payment processing agent >*, in instances where the Property Practitioner is winding up the trust account to qualify for an exemption from holding a trust account or ceasing to trade. Note any exceptions. | We inspected the *letter(s) from the bank(s) confirming the closure of the trust account and letter from the payment processing agent confirming receipt of trust funds*  and noted that the *<trust account/trust monies* *was/were closed/transferred to the payment processing agent* on [insert the date].  [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 1.15 | Inspect and document the date the trust account(s) was/were closed and the date the remaining trust monies were transferred to the payment processing agent. Note any exceptions. | We inspected and documented that the trust account(s) was/were closed on [insert the date(s)]. We also inspected and documented that the remaining trust monies were transferred to the payment processing agent on <insert the date(s)>.  [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| **Unidentified and/or unclaimed trust monies held for longer than three years in compliance with Section 54(10) of the PPA.** | | |
| 2. | Obtain from [insert the name and designation] the following:   1. A reconciliation, in the same format as Annexure B, as at <insert the financial year date>; 2. Schedules supporting the amounts in the reconciliation above for the financial year ended <insert the date>; 3. Trust creditor age analysis at the beginning of the financial year, detailing unidentified and/or unclaimed monies held for longer than three years; and 4. Trust creditor age analysis at the end of the financial year, detailing unidentified and/or unclaimed monies held for longer than three years.   Perform the following procedures: | We obtained from [insert the name and designation] the following:   1. A reconciliation, in the same format as Annexure B, as at <insert the financial year date>; 2. Schedules supporting the amounts in the reconciliation above for the financial year ended <insert the date>; 3. Trust creditor age analysis at the beginning of the financial year, detailing unidentified and/or unclaimed monies held for longer than three years; and 4. Trust creditor age analysis at the end of the financial year, detailing unidentified and/or unclaimed monies held for longer than three years.   [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 2.1 | Test the mathematical accuracy of the following by casting and cross-casting all rows and columns:   1. A reconciliation, in the same format as Annexure B, as at <insert the financial year date>; 2. Schedules supporting the amounts in the reconciliation above for the financial year ended <insert the date>; and 3. Trust creditor age analysis at the end of the financial year, detailing unidentified and/or unclaimed monies held for longer than three years. | We tested the mathematical accuracy of the following:   1. A reconciliation, in the same format as Annexure B, as at <insert the financial year date>; 2. Schedules supporting the amounts in the reconciliation above for the financial year ended <insert the date>; and 3. Trust creditor age analysis at the end of the financial year, detailing unidentified and/or unclaimed monies held for longer than three years.   [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 2.2 | Agree the total balances at the beginning of the period/year as per Annexure B to the prior year’s audit report/trust creditors age analysis at the beginning of the financial year. Note any exceptions. | We agreed the balances at the beginning of the period/year as per Annexure B to the prior year’s audit report/trust creditors age analysis at the beginning of the financial year. [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 2.3 | Agree the total unidentified and/or unclaimed monies received into the trust per Annexure B to the schedule obtained as per 2b above. Note any exceptions. | We agreed the total unidentified and/or unclaimed monies received into the trust per Annexure B to the schedule obtained as per 2b above. [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 2.4 | Reperform the ageing of the schedule obtained in 2d above using the date that the monies were owed to the trust creditor. Note any exceptions of amounts held for less than three years that were incorrectly included on the schedule. | We reperformed the ageing of the schedule obtained in 2d above. [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 2.5 | Agree the total monies identified and/or claimed and accounted for as per Annexure B to the schedule obtained as per 2b above. Note any exceptions. | We agreed the monies identified and/or claimed and accounted for per Annexure B to the schedule obtained as per 2b above. [No exceptions were noted. / The following exceptions were noted:  *[Insert the details of the exceptions]* |
| 2.6 | Agree 10 *(state the sample size, if 100% of the population is less than 10) highest rand value* transactions from the schedule obtained in 2b to the bank statement/trust creditors ledger. Note any exceptions. | We agreed 10 *(state the sample size, if 100% of population is less than 10) highest rand value* transactions from the schedule obtained in 2b to the bank statement/trust creditors ledger. [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |
| 2.7 | Agree the total monies paid to the PPFF for the purposes of Section 54(10) as per Annexure B to the bank statements. Note any exceptions. | We agreed all monies paid to the PPFF for the purposes of Section 54(10) as per Annexure B to the bank statements. [No exceptions were noted. / The following exceptions were noted:]  *[Insert the details of the exceptions]* |

**ANNEXURE A**

**MONIES DEPOSITED IN THE TRUST BANKING ACCOUNT IN COMPLIANCE WITH SECTIONS 54(1) AND (2)(A) OF THE PROPERTY PRACTITIONERS ACT**

|  | **Monies held in Section 54(1) trust accounts**  **R** | **Monies held in Section 54(2) trust accounts**  **R** | **Total**  **R** |
| --- | --- | --- | --- |
| Total interest received |  |  |  |
| Less: Payable in terms of express written mandates (Regulation 34.2.1.9) |  |  |  |
| Less: Amounts already paid to the PPFF during the financial year (Regulation 34.2.1.10.2 - 100% of the above balance) |  |  |  |
| Balance: Amount payable to the PPFF (Regulation 34.2.1.10.2 - 100% of the above balance) |  |  |  |

**ANNEXURE B**

**UNIDENTIFIED AND/OR UNCLAIMED TRUST MONIES HELD FOR LONGER THAN THREE YEARS IN COMPLIANCE WITH SECTION 54(10) OF THE PROPERTY PRACTITIONERS ACT**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Monies held in terms of Section 54(1)(a)**  **R** | **Monies held in terms of Section 54(2)(a)**  **R** | **Total**  **R** |
| Balance due and payable to the PPFF at the beginning of the period/year |  |  |  |
| Unidentified and/or unclaimed monies received into the trust |  |  |  |
| Monies identified and/or claimed and accounted for |  |  |  |
| Unidentified and/or unclaimed trust monies paid to the PPFF during the financial year |  |  |  |
| Balance due and payable to the PPFF at the end of the period/year |  |  |  |

1. **AGREED-UPON PROCEDURES REPORT ON THE PROPERTY PRACTITIONER’S FIDELITY FUND CERTIFICATE AND FINANCIAL INTELLIGENCE CENTRE REGISTRATION**

**Purpose of this Agreed-Upon Procedures Report**

Our report on the Property Practitioner’s Fidelity Fund certificate and Financial Intelligence Centre (FIC) registration is provided solely for the purpose of assisting the Property Practitioners Regulatory Authority (PPRA) in evaluating whether the Property Practitioner has complied with the requirements of Section 48 of the Property Practitioners Act No. 22 of 2019 (PPA), as it relates to the Property Practitioner’s Fidelity Fund certificate and Section 28 of the Financial Intelligence Centre Act No. 38 of 2001, as it relates to the Property Practitioner’s FIC registration (together referred to as the “subject matter”) and may not be suitable for another purpose.

This report is intendedsolely for the Property Practitioner and the PPRA, and should not be used by, or distributed to, any other parties.

**Responsibility of the <*Practitioner/Partners/Members/Directors*>**

The *<practitioner/partners/members/directors>* and the PPRA have acknowledged that the agreed-upon procedures are appropriate for the purpose of the engagement.

The *<practitioner/partners/members/directors>* are responsible for the subject matter on which the agreed-upon procedures are performed.

**Assurance Practitioner’s Responsibility**

We have conducted the agreed-upon procedures engagement in accordance with the International Standard on Related Services (ISRS) 4400 (Revised), *Agreed-Upon Procedures Engagements*. An agreed-upon procedures engagement involves us performing the procedures that have been agreed with the *<practitioner/partners/members/directors>*; and reporting the findings, which are the factual results of the agreed-upon procedures performed. We make no representation regarding the appropriateness of the agreed-upon procedures.

This agreed-upon procedures engagement is not an assurance engagement. Accordingly, we do not express an opinion or an assurance conclusion. Had we performed additional procedures, other matters might have come to our attention that would have been reported.

**Professional Ethics and Quality Management**

We have complied with the ethical requirements of the Independent Regulatory Board for Auditors’ (IRBA) *Code of Professional Conduct for Registered Auditors* (IRBA Code). The IRBA Code is founded on fundamental principles of integrity, objectivity, professional competence and due care, confidentiality and professional behaviour; and it 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)*. For the purpose of this engagement, there are no independence requirements with which we are required to comply.

Our firm applies the International Standard on Quality Management 1, *Quality Management for Firms that Perform Audits or Reviews of Financial Statements, or Other Assurance or Related Services Engagements*, which requires the firm to design, implement and operate a system of quality management, including policies or procedures regarding compliance with ethical requirements, professional standards and applicable legal and regulatory requirements.

**Procedures and Findings**

We have performed the procedures described below, which were agreed upon with the *[practitioner/partners/directors, delete as appropriate]*, on the Property Practitioner’s Fidelity Fund certificate and FIC registration.

|  |  |  |
| --- | --- | --- |
| **NO.** | **PROCEDURES** | **FINDINGS** |
| **Fidelity Fund Certificate** | | |
| 1. | Obtain from [insert the name and designation] the following:   * The Property Practitioner’s Fidelity Fund certificate.   Perform the following procedure: | We obtained from [insert the name and designation] the following:   * The Property Practitioner’s Fidelity Fund certificate. |
| 1.1 | As it relates to the Property Practitioner’s Fidelity Fund certificate, inspect the fidelity fund certificate and document the following:   * The name of the holder of the Fidelity Fund certificate; * The end of the year until which the Fidelity Fund certificate is valid; * The date of issue of the fidelity fund certificate; and * The certificate number. | We inspected the Fidelity Fund certificate and documented the following:   * The name of the holder of the fidelity fund certificate is [insert the name of holder as per the Fidelity Fund certificate]; * The end of the year until which the fidelity fund certificate is valid is [insert the year as per the Fidelity Fund certificate]; * The date of issue of the fidelity fund certificate is [insert the date of issue as per the Fidelity Fund certificate]; and * The certificate number is [insert the certificate number as per the Fidelity Fund certificate]. |
| **FIC Registration** | | |
| 1. | Inquire from [insert the name and designation] whether the Property Practitioner is registered as an accountable institution with the FIC and obtain the Property Practitioner’s FIC number. | We inquired from [insert the name and designation] and the Property Practitioner is registered as an accountable institution with the FIC.  The Property Practitioner’s FIC number is [insert the number].  OR  We inquired from [insert the name and designation] and the Property Practitioner is not registered as an accountable institution with the FIC.  OR  We inquired from [insert the name and designation] and the Property Practitioner is not required to be registered as an accountable institution with the FIC because they do not operate as an estate agent. |

1. In case of a disclaimer of opinion or an adverse opinion, the assurance practitioner would have to amend the wording of the report in accordance with ISAE 3000 (Revised). [↑](#footnote-ref-2)
2. The subheading “Report on the Compliance of the Business Property Practitioner Trust Accounts with the Property Practitioners Act No. 22 of 2019” is unnecessary where the subheading “Report on other legal and regulatory requirements” is not applicable (i.e. the assurance practitioner is not reporting on those requirements). [↑](#footnote-ref-3)
3. Delete as appropriate. [↑](#footnote-ref-4)
4. Delete, if it is an unqualified reasonable assurance opinion. [↑](#footnote-ref-5)
5. To be included only for financial year-ends ending after 28 February 2022. [↑](#footnote-ref-6)
6. To be included only for financial year-ends ending after 28 February 2022. [↑](#footnote-ref-7)