

**IMPORTANT NOTICES**

This agreement contains certain terms and conditions, which:

- Limit the Lessor's liability to you; and/or
- Place risk on you, the Lessee, and/or which may oblige you to indemnify the Lessor and/or third parties; and/or
- Constitute an acknowledgement of fact by you, the Lessee.

Your attention is drawn to these provisions because they are important and should be carefully noted.

**THE PREMISES**

The Lessor hereby lets to the Lessee who hereby hires from the Lessor the Premises as set out in 1.4 of the Schedule to which these terms are attached.

**THE PERIOD AND RIGHT TO LEASE**

The lease shall commence on the Commencement Date and terminate on the Termination Date. The lease is for a fixed term period without variation. In the event that the Lessee cancels the agreement on a date prior to the termination date the Lessee will be liable for payment of up to two months rental.

**RENTAL**

The rental payable for the period of the lease is the rental per month as stated in 1.8 of the Schedule. Rental shall be payable monthly in advance on the first day of each and every month of this lease and any extension thereof without deduction. The rental is payable to the Lessor at the place referred to in 1.16 of the Schedule or such other address as the Lessor may from time to time direct. The Lessor reserves the right to charge a late payment fee of R250 should the Lessee not make payment by the 7th day of every month.

**UP FRONT REGISTRATION FEE AND DEPOSIT**

The Lessee shall on signature of this agreement pay a non-refundable registration fee to the Lessor of a sum equal to the amount recorded in 1.9 of the Schedule. On signature of this agreement the Lessee shall pay the deposit to the Lessor as set out in 1.10. The Lessee shall not be granted access to the premises until such time as these amounts are paid. On the Termination Date, the Lessor shall refund the deposit to the Lessee after deducting any amounts outstanding or payable in terms of this agreement.

**CESSION AND ASSIGNMENT**

The Lessee shall not transfer his or her obligations or rights under this lease, either in whole or in part, nor sublet the Premises or any portion thereof, nor permit or allow any other person or persons to occupy the Premises or to reside on the premises or to obtain possession of the premises whether for financial gain or otherwise.

**USE OF PREMISES**

The Premises shall be used for residential purposes only and for no other purpose whatsoever and the Lessee shall not cause or allow any disorderly conduct of any nature upon the Premises, nor do or allow to be done any act, matter or thing about the Premises which shall constitute any undue nuisance or any inconvenience to the neighbours or any other person or persons. The House Rules form an integral part of this agreement and need to be adhered to by the Lessee at all times.

**ELECTRICITY AND WATER**

Included in the rental is the charge for the use and consumption by the Lessee of all electric current and water consumed upon the Premises. The Lessor reserves the right to increase the rental by an additional amount, should the amount of electricity and water consumed be greater than that provided for in 1.12 and 1.13 (excluding Clifton, Kincoira (floors 1-5), Belhar., NMJ, 10 Plein, 179 (VDS).

**INSURANCE PREMIUMS**

The Lessee shall not bring, or allow to be brought, upon the Premises any goods, furniture or effects which (i) may by their nature increase the rate of insurance premiums payable by the Lessor because of their dangerous nature or for any other reason or (ii) make ineffective the fire insurance policy held by the Lessor or (iii) which may be impregnated by (ie carrying) any wood borer, termite, or any other wood destroying insect of any kind.

**BY-LAWS**

The Lessee shall strictly observe all Government, Provincial and Municipal Laws, By-Laws and Regulations applicable to the Premises and the conditions of title of the Property. If the Lessee is uncertain as to whether any conduct on its part may be illegal, the Lessee should first clarify the issue with the Lessor.

**HOUSE RULES**

The Lessor has imposed House Rules relating to the occupants of the Building which are aimed at protecting and promoting the safe and equal enjoyment of the use of the Building and the Premises for all the occupants of the Building. The Lessee by his or her signature of this agreement agrees to be bound by the House Rules relating to the Building and ensure that the Lessee, his or her guests or invitees at all times obey the House Rules. Failure to comply with the House Rules may constitute a material breach of this agreement.

**LESSOR'S MAINTENANCE**

The Lessor shall be responsible for maintaining the main walls, roof and other structural parts of the Building in good order and repair. Save to the extent attributable to the gross negligence of the Lessor or any person acting for or under its control, the Lessor shall not be responsible for any loss or damage which the Lessee may sustain as a result of the main walls, roof or other structural parts of the Premises being or becoming in a defective condition nor as a result of any act or omission on the part of the Lessor or its servants.

**LESSEE'S MAINTENANCE**

The Lessee hereby agrees and undertakes to keep and maintain the Premises and the furniture contained in the Premises in good order and condition and in a clean, sanitary and usable condition during the currency of this lease and any renewal thereof and undertakes that at the termination of this lease it will return and redeliver the Premises and the furniture to the Lessor in like good order, condition, fair wear and tear only excepted. The keeping and maintenance of the Premises and furniture in good order and condition shall be deemed to include, amongst other things: maintenance and repairs where necessary to all furniture; doors; windows; electric bulbs and connections; taps; drains; sewerage and the keeping of all sewerage free from blockage. Should it be found by the Lessee after taking occupation of the Premises that there are items of the Premises or of the furniture that are not in good order and condition, then the Lessee shall notify the Lessor of such other items within 10 (ten) days of the commencement of this lease. Should the Lessee fail to comply with this clause, the Lessor may on behalf of the Lessee incur any expense reasonably necessary for the maintenance and repairs contemplated in this clause, and any amounts so spent shall be payable by the Lessee to the Lessor on demand. Non compliance with this provision may also amount to material breach of the agreement.

**PROPERTY LEFT BEHIND**

The Lessee agrees that it is his/her duty to remove all of his/her property from the Leased Premises on the same day that the Lease terminates. The Lessee will have no claim against the Lessor for any property left behind or abandoned on the Leased Premises which cannot be recovered by the Lessee. If property is left behind or abandoned by the Lessee, the Lessor is entitled to assume that the property may be regarded as abandoned by the Lessee and dispose of the property in any way it deems fit and the Lessee shall have no claim against the Lessor once the abandoned property has been disposed of.

**SECURITY**

The Lessor shall be entitled to install such access security measures to the Building as it, in its sole discretion may decide and the Lessee shall be obliged to comply with any procedures or rules relating to that security.

**ELECTRICAL INSTALLATIONS**

The Lessee hereby undertakes in no manner whatsoever to interfere with the electrical installations on the Premises without the consent of the Lessor and the Lessee shall not affix or connect electric lamps, devices, appliances or heaters other than those designed for use for the electric current supplied to the Premises. Damage done to such electrical installations and/or Premises by "short circuits" shall be made good by the Lessor for the Lessee's cost.

**DAMAGE TO THE PREMISES**

The Lessee shall not drive or allow the driving of any nails or screws into the walls or ceilings of the Premises or any portion of the Premises. The Lessee shall not make or permit any alterations, additions or improvements to the Premises without obtaining the prior approval of the Lessor, in writing. The Lessee shall be liable for any damage done to the Premises or the Building or any part thereof by him or herself or as a result of any act or omission on the part of any of the Lessee's invitees, agents, employees, representatives or guests whatsoever.

**INSURANCE**

The Lessor shall insure and keep insured to the full value thereof the Building against risk of damage by fire and other risks as the Lessor may require. The Lessee shall be responsible, if he/she so desires, for taking out insurance in his/her own name to cover his/her possessions and other effects upon the Premises and shall pay the premiums in respect of that policy. Save to the extent attributable to the gross negligence of the Lessor or any person acting for or under its control, and subject to the rights of the Lessee and other consumers in terms of section 61 of the Consumer Protection Act, 2008, the Lessor shall not be responsible for any loss or damage or any personal injury suffered by the Lessee or his visitors or invitees, in the Building, irrespective of whether such loss or injury is caused by fire; storm; riot; civil commotion; theft; robbery; accident; or any other cause whatsoever.

**LESSOR'S ACCESS**

The Lessor or his agent shall be entitled at all reasonable times to enter the Premises to inspect the condition thereof and with its workmen, agents or others, to execute such repairs to the Premises, both external and internal, as shall be compatible with the proper repair and upkeep of the Premises and the Building.

**KEYS**

The Lessee shall be handed prior to commencement of this lease, a full set of the keys to the Premises and undertakes that upon termination of this lease he/she shall return to the Lessor the complete set of keys. In the event of the Lessee misplacing the keys, new keys will be provided by the Lessor, at the Lessee's expense in accordance with the House Rules.

**DESTRUCTION OF THE PREMISES**

Should the Building in which the Premises is situated be destroyed by fire or through any other cause during the period of this lease in such manner to render the Premises untenable, then this lease shall in consequence be terminated. Should the Building be only damaged or partially destroyed by fire or through any other cause, but the Premises remains tenable then this lease shall not be terminated.

**BREACH**

In the event of the Lessee failing to pay the rental within the specified time period as set out in this agreement and failing to make payment within 20 (twenty) business days after receiving written notice from the Lessor to do so, then it shall be lawful for the Lessor who may but shall not be obliged to:

- i. cancel the lease and to take appropriate steps to take possession of the leased premises and any goods therein, without prejudice, however, to any right of action which the Lessor may have against the Lessee in respect of arrear rental or damages which right of action shall remain of the same force and effect as if the Lease had never been cancelled;
- ii. in such an instance the Lessee shall vacate the premises with immediate effect;
- iii. the Lessor shall not be obliged to refund any monies or deposit held to the Lessee until such time as it becomes clear that the Lessee no longer owes any amounts to the Lessor under this agreement.

**CONTRAVENTION**

Notwithstanding anything contained in this agreement to the contrary, should the rental payable or any sum or sums payable by the Lessee in terms of this agreement not be paid on due date, or should the Lessee in any other respect contravene any one or more of the provisions of this lease or the House Rules of the Building, or fail to observe any one or more of the provisions of this lease or the House Rules of the Building, the Lessor shall, notwithstanding any prior waiver on its part of any of his rights hereunder and without prejudice to any other rights which it may have according to law, upon 20 (twenty) business days written notice, be entitled to cancel this lease and to take appropriate steps to obtain repossession of the Premises and for that purpose to take whatever action

may be necessary for the ejection of the Lessee and/or any other occupant. The Lessor's rights in terms of this clause shall be without prejudice to any claim it may have for rental already due and for such further damages as the Lessor may sustain by reason of the Lessee's breach of this agreement.

**DOMICILE (CHOSEN ADDRESS FOR SERVICE, CORRESPONDENCE AND LEGAL NOTICES)**

Any notice required to be given under this lease shall be sent in writing to the Lessor at South Point Central, 17 Melle Street, Braamfontein or such other address as the Lessor may stipulate in writing from time to time, and to the Lessee at the domicile referred to in the Schedule or such other address as the Lessee may stipulate in writing from time to time, at which addresses they respectively choose "domicilium citandi et executandi" (chosen address for service and delivery of correspondence, legal notices and other documents relating to this lease). Any notice to be given by either party to the other shall be of no force or effect unless sent by prepaid registered post.

**COSTS**

The administration charge referred to in the Schedule, being the costs of and incidental to the preparation of this lease.

**INDEMNITY**

Save to the extent attributable to the gross negligence of the Lessor or any person acting for or under its control, and subject to the rights of the Lessee and other consumers in terms of section 61 of the Consumer Protection Act, 2008, neither the Lessor, its agent, employees, invitees, mandataries or contractors shall be liable for any damages, injury, loss of possessions or loss of life caused to the Lessee, the Lessee's property or the Lessee's invitees, for any reason whatsoever, whether directly or indirectly. The Lessee indemnifies the Lessor against any loss or damage that the Lessor may suffer in consequence of any act of the Lessee, the Lessee's guests, visitors, invitees, agents, mandataries performed in or about the premises; and against any loss or damage that the Lessor may suffer as a result of the non-compliance by the Lessee with any provision of this agreement or the House Rules.