

## RESIDENTIAL LEASE AGREEMENT

Natural Person Version

[ Ask TPN: 248 ]

1. SCHEDULE .....	3
2. DEFINITIONS .....	6
3. INTERPRETATION.....	7
4. LEASE AGREEMENT.....	8
5. TERM OF LEASE AGREEMENT .....	8
6. CONTINUATION OF LEASE AGREEMENT .....	8
7. NOTIFICATION OF TERMINATION OF LEASE AGREEMENT .....	9
8. USE OF THE PREMISES.....	9
9. HOUSE AND BODY CORPORATE RULES .....	9
10. RENTAL .....	9
11. CHARGES BY SERVICE PROVIDERS .....	10
12. ADDITIONAL CHARGES PAYABLE BY THE TENANT.....	10
13. DEPOSIT .....	10
14. INSPECTION OF THE PREMISES.....	11
15. MAINTENANCE AND REPAIR WORK .....	12
16. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD .....	12
17. GENERAL OBLIGATIONS OF THE TENANT.....	12
18. VISITORS OF THE TENANT .....	13
19. JOINT AND SEVERAL LIABILITY.....	13
20. LIABILITY OF THE PARTIES .....	14
21. CANCELLATION OF THIS LEASE AGREEMENT BY THE TENANT BEFORE THE EXPIRY OF THE INITIAL PERIOD OR ANY FURTHER FIXED-TERM PERIOD .....	14
22. TERMINATION OF THIS LEASE AGREEMENT BY THE LANDLORD.....	14
23. BREACH OF THIS LEASE AGREEMENT BY THE TENANT.....	15
24. BREACH OF THIS LEASE AGREEMENT BY THE LANDLORD .....	15
25. ACKNOWLEDGMENT BY THE TENANT .....	15
26. COSTS.....	15

Initial

27. LETTERS AND NOTICES .....	16
28. JURISDICTION OF THE MAGISTRATES' COURT / GOVERNING LAW .....	16
29. TENANTS WHO ARE FOREIGNERS .....	16
30. ALL OCCUPANTS OF THE PREMISES AND ALTERNATIVE ACCOMMODATION .....	16
31. REGULATORY COMPLIANCE .....	16
32. NON VARIATION / ENTIRE AGREEMENT / MUTUAL SUPPORT.....	17
33. ITEMS BROUGHT ONTO THE PREMISES .....	17
34. RELAXATIONS OR INDULGENCES.....	17
35. SEVERABILITY.....	17
36. SIGNATURE .....	17
37. DEED OF SURETY.....	17
38. MANAGING AGENT.....	17
39. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS .....	18
40. POTENTIAL SALE .....	18
41. SIGNATORIES .....	19

EXAMPLE LEASE AGREEMENT

Initial

1. SCHEDULE				
1.1	The Property Practitioner			
	Mandatory Disclosure Form	Yes	No	
1.2	The Landlord			
	Registration number / identity number			
	VAT registration number			
1.3	Name of Tenant(s) (up to a maximum of 3 (Three))			
	Registration number(s) / identity number(s)			
	VAT registration number(s)			
<b>DESCRIPTION OF PREMISES</b>				
1.4	Unit / door number		complex / building name	
	Street number		street name	
	Suburb		city	
	Province		postal code	
1.5	Parking bay number(s)			
1.6	Smoking allowed	yes	no	
1.7	Pets allowed	yes	no	number and details:
<b>TENANT COSTS</b>				
1.8	The Rental	R		
	Payment method	debit order	bank deposit	electronic funds transfer
1.9	The Deposit	R	held by the:	Property Practitioner    Landlord
	Deposit must be paid before Lease Agreement is valid		yes	no
	<a href="#">[ Ask TPN: 276 ]</a>			
1.10	Parking fees	R		
1.11	The Lease Agreement administration fee	R		

Initial

1.12	The credit check fee	R
1.13	Rental escalation	% (Percentage)
1.14	Inspection fee	R
1.15	Surcharge	R
1.16	The Tenant's nominated bank account	
	Name of account holder	
	Bank	
	Bank branch	
	Branch code	
	Account number	
	Reference	
1.17	The Landlord's nominated bank account	
	Name of account holder	
	Bank	
	Bank branch	
	Branch code	
	Account number	
	Reference	
1.18	The Landlord's contact details	
	Physical address	
	Postal address	
	Home telephone	
	Work telephone	
	Cellular	
	Email	
	Landlord's next of kin	cellular
1.19	The Tenant's contact details	
	Physical address	

Initial

Postal address	
Home telephone	
Work telephone	
Cellular	
Email	
Tenant's next of kin	cellular

1.20 The Property Practitioner's contact details

Physical address	
Postal address	
Home telephone	
Work telephone	
Cellular	
Email	

1.21 Interest rate of 2% (Two Percent) per Month on arrear Rental up to a maximum of 24% (Twenty Four Percent) per annum

1.22 Initial Period is	Months
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1.23 Effective Date	
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1.24 Termination Date	
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1.25 Where Initial Period is greater than 24 (Twenty Four) Months

Financial benefit to the Tenant is	

1.26 Key return date and time	
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1.27 Maximum occupants, permanent Vehicles and Alternative Accommodation

Maximum occupants	
Permanent Vehicles	
Name of occupant(s)	
Identity number(s)	
Alternative Accommodation address	

Initial
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1.28	Maximum cancellation penalty not less than	Month/s but not more than
		Months' Rental
1.29	Sales commission	%
1.30	Special conditions	

**2. DEFINITIONS**

- 2.1. In this Lease Agreement, unless the context requires otherwise, the words below mean the following:
- 2.1.1. **"Alternative Accommodation"** means the address of a place of alternative accommodation set out in item 1.27;
  - 2.1.2. **"Body Corporate"** means any body corporate or home owners' association applicable to the Premises;
  - 2.1.3. **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in South Africa;
  - 2.1.4. **"Constitution"** means the Constitution of the Republic of South Africa 108 of 1996;
  - 2.1.5. **"CPA"** means the Consumer Protection Act 68 of 2008;
  - 2.1.6. **"Data Protection Legislation"** means POPIA, ECTA, PAIA and the Constitution and all other applicable laws and regulations relating to the processing of personal information and privacy;
  - 2.1.7. **"Debt Collector"** means any person defined as such within Section 1 of the Debt Collectors Act 114 of 1998;
  - 2.1.8. **"Debt Collectors Act"** means the Debt Collectors Act 114 of 1998;
  - 2.1.9. **"Deposit"** means the amount payable by the Tenant to the Landlord prior to the Tenant moving in to the Premises;
  - 2.1.10. **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002;
  - 2.1.11. **"Effective Cause"** means the main reason for the Tenant entering into this Lease Agreement;
  - 2.1.12. **"Effective Date"** means the commencement date of the Lease Agreement as set out in item 1.23, alternatively the date on which the payment of the Deposit is paid, in accordance with the requirements of item 1.9 (where selected), notwithstanding the Signature Date;
  - 2.1.13. **"Fair Wear and Tear"** means any decline which results from ordinary use and exposure over time, including breakage or malfunction due to age or deteriorated condition, but not where such decline results from negligence, carelessness, accidents, or abuse by the Tenant or the Tenant's visitors; [\[ Ask TPN: 150 \]](#)
  - 2.1.14. **"Initial Period"** means the term of this Lease Agreement, excluding any renewal periods, set out in item 1.22;
  - 2.1.15. **"Landlord"** means the Party set out in item 1.2 and any representative duly authorised to act on behalf of the Landlord. This may also, where it is clear from the context, include the Property Practitioner or the Property Practitioner's duly appointed representative, as the case may be;
  - 2.1.16. **"Lease Agreement"** means this agreement together with all its Annexures and Schedules, as amended from time to time;
  - 2.1.17. **"Mandatory Disclosure Form"** means the mandatory disclosure form completed by the Landlord in relation to the Property, as required by the PPA, which is attached hereto, if applicable;
  - 2.1.18. **"Material Breach"** means any breach of this Lease Agreement which:
    - 2.1.18.1. this Lease Agreement defines as a **"Material Breach"**;

Initial

- 2.1.18.2. has or is likely to have a serious financial or legal impact on either Party to this Lease Agreement;
- 2.1.18.3. has or is likely to have a serious impact on the ability of either Party to this Lease Agreement to enjoy its rights under this Lease Agreement;
- 2.1.18.4. is not remedied by the Party who is in breach within 20 (Twenty) Business Days of being asked to do so by the other Party;
- 2.1.18.5. or which happens more than once in any 3 (Three) Month period;
- 2.1.19. **"Month"** means a calendar month, commencing on the 1st (First) day of such a month and terminating on the last day of such month;
- 2.1.20. **"PAIA"** means the Promotion of Access to Information Act 2 of 2000;
- 2.1.21. **"Parties"** means the Tenant and the Landlord and **"Party"** means either one of them, as the context may indicate;
- 2.1.22. **"POPIA"** means the Protection of Personal Information Act 4 of 2013;
- 2.1.23. **"Personal Information"** has the meaning ascribed to it in section 1 of POPIA;
- 2.1.24. **"Premises"** means the premises set out in item 1.4 and the parking bays set out in item 1.5;
- 2.1.25. **"Property Practitioner"** means the Party set out in item 1.1;
- 2.1.26. **"PPA"** means the Property Practitioners Act 22 of 2019;
- 2.1.27. **"PPRA"** means the Property Practitioners Regulatory Authority, as established in the PPA;
- 2.1.28. **"Rental"** means the monthly rental payable by the Tenant to the Landlord for the rental of the Premises;
- 2.1.29. **"Rental Housing Act"** means the Rental Housing Act 50 of 1999;
- 2.1.30. **"Rules"** means any applicable Body Corporate and / or house rules; including any amendments there to, as implemented from time to time;
- 2.1.31. **"Short Term Consumables"** means goods used within or for the Premises that must be replaced on a regular basis, which will include electrical globes, fittings and switches;
- 2.1.32. **"Sign"** means a handwritten signature;
- 2.1.33. **"Signature Date"** means the date of signature of this Lease Agreement by the last Party signing;
- 2.1.34. **"Smoking"** means the lighting or use of any tobacco or other substances, including cigarettes and cigars, and the use of any smoking devices, including electronic cigarettes, vapes, and the like;
- 2.1.35. **"South Africa"** means the Republic of South Africa, as constituted from time to time;
- 2.1.36. **"Specific Performance"** means the fulfilment of either Party's obligations in terms of this Lease Agreement;
- 2.1.37. **"Tenant(s)"** means the Party(ies) set out in item 1.3;
- 2.1.38. **"Termination Date"** means the date of termination of this Lease Agreement for any reason whatsoever, whether on the date set out in item 1.24, or on the date upon which this Lease Agreement is terminated or cancelled in accordance with its terms or any relevant legislation;
- 2.1.39. **"The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act"** means The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act 19 of 1998;
- 2.1.40. **"VAT Act"** means the Value-added Tax Act 89 of 1991;
- 2.1.41. **"VAT"** means the value-added tax imposed in terms of the VAT Act, including any similar tax which may be imposed in place thereof from time to time;
- 2.1.42. **"Vehicles"** means a mobile machine that transports both people and / or cargo. This definition includes, but is not limited to wagons, bicycles, motor vehicles, watercraft and trailers; and
- 2.1.43. **"Writing"** means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents, together with information or data in electronic form.

### 3. INTERPRETATION

- 3.1. Any reference in this Lease Agreement to:
- 3.1.1. a **clause** is, subject to any contrary indication, a reference to a clause of the main body of this Lease Agreement;
- 3.1.2. an **item** is, subject to any contrary indication, a reference to an item in the Schedule to this Lease Agreement;
- 3.1.3. **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of the government, local government, statutory or regulatory body or court having legal authority within South Africa; and

Initial

- 3.1.4. **person** means, unless the context indicates otherwise, any natural or juristic person, government, state, agency or organ of a state.
- 3.2. Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 3.3. The headings do not govern or affect the interpretation of this Lease Agreement.
- 3.4. If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of this Lease Agreement.
- 3.5. Unless the context indicates otherwise, an expression which denotes any gender includes the other gender; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 3.6. Any number of days prescribed in this Lease Agreement excludes the first day and includes the last day.
- 3.7. The words "including" and "in particular" are without limitation.
- 3.8. Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time, and includes all regulations and schedules to such legislation.
- 3.9. Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 3.10. A reference to a Party includes that Party's successors-in-title and permitted assigns.
- 3.11. A time of day is a reference to Johannesburg time.
- 3.12. The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 3.13. The cancellation or termination of this Lease Agreement does not affect those of its provisions which expressly provide that they will operate after cancellation or termination, or which must continue to have effect after cancellation or termination, or which must by implication or by their nature continue to have effect after cancellation or termination.
- 3.14. No provision in this Lease Agreement is intended to contravene or limit any applicable provisions of the CPA, POPIA or the Rental Housing Act.

#### 4. LEASE AGREEMENT

The Landlord leases the Premises with the use and enjoyment thereof to the Tenant and the Tenant hires the Premises from the Landlord, in terms of this Lease Agreement.

#### 5. TERM OF LEASE AGREEMENT

[ Ask TPN: 151 ]

- 5.1. For a Lease Agreement with a duration of less than 24 (Twenty Four) Months:
- 5.1.1. This Lease Agreement shall commence on the Effective Date and will endure for the Initial Period;
- 5.1.2. This Lease Agreement will, subject to the provisions of clause 6.1, terminate on the date set out in item 1.24, unless cancelled or terminated earlier in accordance with its terms.
- 5.2. For a Lease Agreement with a duration of more than 24 (Twenty Four) Months:
- 5.2.1. This Lease Agreement will commence on the Effective Date and endure for the Initial Period;
- 5.2.2. This Lease Agreement will, subject to the provisions of clause 6.1, terminate on the date set out in item 1.24, unless cancelled or terminated earlier in accordance with its terms;
- 5.2.3. The Tenant will have the financial benefit of the items set out in item 1.25.
- 5.3. The Tenant specifically acknowledges and agrees that, should he not be able to take occupation of the Premises on or before the Effective Date, as a result of:
- 5.3.1. any circumstance that is beyond the control of the Landlord; or
- 5.3.2. any circumstance that arises, which is not as a direct result of any negligent act or omission by the Landlord;

then and in such event the Landlord shall not be liable for any damages suffered by the Tenant and the Tenant shall have no claim of whatsoever nature, howsoever arising, against the Landlord.

#### 6. CONTINUATION OF LEASE AGREEMENT

[ Ask TPN: 152 ]

- 6.1. Upon termination of the Initial Period, this Lease Agreement will automatically continue on a Month-to-Month basis, subject to the provisions of clause 7.1.2, unless by no later than 30 (Thirty) Business days prior to the date upon which the Initial Period is due to expire:

Initial



- 6.1.1. either Party expressly, and in Writing, advises the other, that it does not want this Lease Agreement to continue after the Initial Period has terminated;
  - 6.1.2. the Parties agree to extend the Lease Agreement, on the same terms, for a further fixed-term period in accordance with clause 6.2; or
  - 6.1.3. the Parties sign, in Writing, a new lease agreement, which replaces this Lease Agreement with effect from the expiration of the Initial Period.
- 6.2. In the event that the provisions of clause 6.1.2 apply, then the Parties will sign an addendum, in Writing, specifying the further fixed-term period applicable, which addendum will be attached to the Lease Agreement as an annexure.
  - 6.3. Should the Parties subsequently fail to agree on the terms of the addendum contemplated in clause 6.2 or the new lease agreement, contemplated in clause 6.1.3 (as the case may be), and the Tenant failed to direct the Landlord in writing, by no later than 30 (Thirty) Business days prior to the date upon which the Initial Period is due to terminate, that the Tenant wishes for the Lease Agreement to terminate on the expiry of the Initial Period, then the Lease Agreement shall continue on a month-to-month basis, subject to any material changes of which the Landlord has given notice.
  - 6.4. If this Lease Agreement continues on a Month-to-Month basis in terms of clause 6.1, either Party shall be entitled to terminate this Lease Agreement without reason or penalty at any time, provided that they give the other Party a calendar Month's written notice of such termination.
  - 6.5. Should this Lease Agreement continue on a Month-to-Month basis, the provisions of Section 14 of the CPA will no longer apply to this Lease Agreement.

## 7. NOTIFICATION OF TERMINATION OF LEASE AGREEMENT

[ Ask TPN: 153 ]

- 7.1. In order to allow the Tenant to decide whether to continue with this Lease Agreement upon expiry of the Initial Period, the Landlord shall notify the Tenant in writing between 40 (Forty) and 80 (Eighty) Business Days prior to the expiry of the Initial Period of:
  - 7.1.1. the date of termination of the Initial Period;
  - 7.1.2. any material changes that will apply if this Lease Agreement is automatically continued on a Month-to-Month basis after the termination of the Initial Period; and
  - 7.1.3. the fact that this Lease Agreement will automatically continue on a Month-to-Month basis upon expiry of the Initial Period, unless by no later than 30 (Thirty) Business Days prior to the date upon which the Initial Period is due to terminate: (i) the Tenant expressly stipulates, in Writing, that the Tenant wishes for the Lease Agreement to terminate on the expiry of the Initial Period; (ii) an extension for a further fixed-term period, is agreed and signed in an addendum to this Lease Agreement by the Parties; or (iii) a new Lease Agreement is concluded replacing this Lease Agreement.

## 8. USE OF THE PREMISES

The Tenant will only use the Premises as a place of residence, and shall not be entitled to use the Premises for the purpose of conducting any business without first obtaining the consent of the Landlord, in Writing.

## 9. HOUSE AND BODY CORPORATE RULES

[ Ask TPN: 155 ]

- 9.1. The Tenant undertakes to read and familiarise himself with any Rules. It is specifically recorded that the Rules are an essential part of this Lease Agreement and that any breach of the Rules constitutes a Material Breach of this Lease Agreement. Any penalties and / or losses which the Landlord may be liable for as a result of the Tenant breaching the Rules may, at the Landlord's election, be deducted from the Deposit or claimed from the Tenant as contemplated in clause 11.4. A copy of the Rules is attached to this Lease Agreement.
- 9.2. In the event that there is any conflict between the Rules and any applicable municipal bylaws, then the municipal bylaws shall take precedence over any Rules.

## 10. RENTAL

[ Ask TPN: 156 ]

- 10.1. The Rental is the amount set out in item 1.8, or as amended from time to time in accordance with clause 10.6, and shall be paid, Monthly in advance, in accordance with the Payment method set out in item 1.8.
- 10.2. The Landlord's nominated bank account details are set out in item 1.17.
- 10.3. The Tenant must:
  - 10.3.1. ensure that the Rental clears into the Landlord's nominated bank account by the 1st (First) day of every Month;
  - 10.3.2. confirm with the Landlord / Property Practitioner that payment has been received; and
  - 10.3.3. repay the Landlord / Property Practitioner for any bank charges, or any other charges resulting from any payment made by the Tenant to the Landlord / Property Practitioner.
- 10.4. The Tenant will be charged interest on any overdue arrear amount/s, at the rate set out in item 1.21, calculated from the first day of the Month on which such amount became due, up to the date of payment of such arrear amount/s by the Tenant in full.

Initial

- 10.5. The Rental cannot be reduced by the Tenant for any reason whatsoever.
- 10.6. The Rental will increase annually by the percentage set out in item 1.13.
- 10.7. The Landlord may, at any time during the subsistence of the Lease Agreement, or any subsequent renewal hereof, demand that the Tenant authorise a debit order in respect of any payment which is due and owing in terms of this Lease Agreement. The Tenant shall sign the applicable debit authorisation form to this effect, when called upon to do so.

## 11. CHARGES BY SERVICE PROVIDERS

- 11.1. The Tenant must repay the Landlord all amounts paid by the Landlord in respect of charges (plus VAT thereon) levied by service providers supplying services to the Premises, including:
  - 11.1.1. electricity, including basic service and network charges, meter service charges, common area charges and charges in respect of consumption or estimated consumption;
  - 11.1.2. water, including basic service and network charges, meter service charges, common area charges and charges in respect of consumption or estimated consumption;
  - 11.1.3. alarm system;
  - 11.1.4. DSTV;
  - 11.1.5. gas, sewerage, refuse removal and all utility charges, other than the levy imposed in respect of the Premises; and
  - 11.1.6. internet connectivity charges and data usage charges.
- 11.2. The Tenant shall pay the charges contemplated in clause 11.1 to the Landlord / Property Practitioner, as applicable, on presentation of invoice, simultaneously with the payment of the Rental.
- 11.3. If the Tenant arranges for any service provider to supply a service to the Premises, the Tenant must pay the service provider directly. The Tenant acknowledges that the Landlord may at any time request a printout of the Tenant's account with the service provider so as to confirm whether the Tenant is promptly making payments to such service provider.
- 11.4. If the Tenant does not repay the Landlord any amount which the Landlord pays in terms of clause 11.1 or if the Landlord pays a service provider directly for any amount which is due and owing by the Tenant, the Landlord shall be entitled, in its discretion, to deduct such amount paid by the Landlord from the Deposit or to claim such amount from the Tenant.
- 11.5. Any failure by the Tenant to timeously pay any amount due by it to a service provider or to the Landlord shall constitute a Material Breach of this Lease Agreement.
- 11.6. If the levies, rates and / or taxes in respect of the Premises increase at any time during the subsistence of this Lease Agreement, the Landlord shall be entitled to increase the Rental to accommodate such increase in the levies, rates and / or taxes.
- 11.7. Should the utility supply to the Premises not be connected to a pre-paid system, or in any other circumstances where the Landlord would incur liability towards the Municipality in question, or any third party in respect of utilities utilised on the Premises, then the Tenant shall ensure that the correct meter readings are provided to such Municipality or relevant third party. The Tenant agrees to provide the Landlord, on a monthly basis with a photograph reflecting a recorded date of the relevant meter readings in respect of the Premises. The Tenant will be liable for any amounts due to the Municipality or third party for any incorrect charges should he fail to provide the Landlord with the meter readings contemplated in this clause 11.7.

## 12. ADDITIONAL CHARGES PAYABLE BY THE TENANT

- 12.1. In addition to the charges by service providers contemplated in clause 11, the Tenant shall also be responsible for the following additional charges:
  - 12.1.1. The Lease Agreement administration fee set out in item 1.11;
  - 12.1.2. The credit check fee set out in item 1.12;
  - 12.1.3. For inspections required in terms of the Rental Housing Act, and all other inspections agreed upon between the Parties, the inspection fee set out in item 1.14; and
  - 12.1.4. Debt Collector fees in terms of the Debt Collectors Act, in the event that the Tenant fails to timeously pay any amount due to the Landlord in terms of this Lease Agreement.
- 12.2. The Tenant shall make payment of the charges referred to in clause 12.1 to the Landlord / Property Practitioner, as applicable, on presentation of an invoice, simultaneously with the payment of the 1st (First) Rental payment.
- 12.3. In the event of the cancellation or termination of this Lease Agreement, and in the event that the Parties agree to reinstate and / or conclude an addendum to this Lease Agreement, the Tenant hereby agrees to the Landlord conducting a further credit check and agrees to be liable for all credit check fees.

## 13. DEPOSIT

[ Ask TPN: 157 ]

- 13.1. The Deposit is the amount set out in item 1.9.

Initial

- 13.2. The Tenant will pay the Deposit on the Signature Date. When this Lease Agreement terminates, the Landlord may use the Deposit, together with any interest accumulated thereon, to pay all amounts which the Tenant is liable for in terms of this Lease Agreement, including the reasonable costs of repairing any damage caused to the Premises as contemplated in clause 14.4, the cost of replacing lost keys, any arrear Rental that was not paid by the Tenant and any other outstanding amounts for which the Tenant is liable under this Lease Agreement, including interest thereon.
- 13.3. The Deposit will be placed in an interest-bearing account with a financial institution. When this Lease Agreement terminates, after deducting any amounts owed by the Tenant in terms of any provision of this Lease Agreement, the Landlord shall pay any remainder of the Deposit to the Tenant, together with any interest accrued thereon at the applicable rate, within 14 (Fourteen) days of restoration of the Premises.
- 13.4. If the Deposit is paid to the Property Practitioner and not to the Landlord, the Property Practitioner will invest the Deposit in accordance with the provisions of the PPA.
- 13.5. Any interest earned on the Deposit will be paid out in the manner set out in clause 13.3, as read with the provisions of the PPA. For the subsistence of this Lease Agreement, the Deposit at all times belongs to the Tenant and may only be utilised by the Landlord or Property Practitioner, as the case may be, upon termination of the Lease Agreement, in accordance with the provisions of any and all relevant legislation.
- 13.6. If, during the subsistence of the Lease Agreement (including the Initial Period, any fixed-term renewal period, or where the Lease Agreement continues on a Month-to-Month basis) there is any increase in the Rental, the Tenant shall be required to supplement the Deposit to ensure that the Deposit is proportionate to the increased Rental.
- 13.7. The Tenant is not permitted to request the Landlord to use the Deposit to cover any Rental which the Tenant owes at any time during the subsistence of the Lease Agreement.
- 13.8. Should this Lease Agreement be subject to the suspensive condition set out in item 1.9, the Lease Agreement shall commence upon payment of the Deposit. Should the Tenant fail to pay the Deposit by the due date, this Lease Agreement shall be of no force and effect and neither Party shall have any claim whatsoever against the other Party.
- 13.9. The Tenant hereby acknowledges and agrees that the Deposit set out in item 1.9, may be ceded to another duly registered Property Practitioner who has been mandated to collect Rental or any other amounts due and owing to the Landlord in terms of this Lease Agreement.
- 13.10. The Tenant will repay the Landlord / Property Practitioner for any bank, or other charges, resulting from any payment, handling or management of the Deposit.

#### 14. INSPECTION OF THE PREMISES

[ Ask TPN: 158 ]

- 14.1. The Tenant and the Landlord, or the Property Practitioner, (as the case may be) will inspect the Premises together, before the Tenant takes occupation of the Premises. The Parties shall record any existing damage or defects to the Premises, in Writing, and it shall be signed by the Tenant and the Landlord, or the Property Practitioner (as the case may be) ("**Record**"). The Record shall be attached as an Annexure to this Lease Agreement. The Tenant, by way of this inspection, acknowledges that the Premises is fit for beneficial occupation.
- 14.2. The Record does not constitute an undertaking by the Landlord to have any defect or damage recorded in the Record remedied. The Record is simply an acknowledgment that that defect or damage exists, and that the defect or damage was not caused by the Tenant.
- 14.3. If the Tenant discovers any damage or defect to the Premises after the inspection referred to in clause 14.1, the Tenant shall notify the Landlord, in Writing, of such damage or defect within 7 (Seven) days of the date of the Effective Date. The Landlord shall supply the Tenant with a Written acknowledgment of such notification and shall be entitled to inspect such damage or defect with reasonable notice to the Tenant. The Landlord shall notify the Tenant within 7 (Seven) days of such inspection whether such damage or defect is accepted as part of the Record or not. Should the Landlord, fail to inspect as contemplated in this clause 14.3, due to no fault of the Tenant, the damage or defect shall be deemed to be accepted as part of the Record.
- 14.4. Within 3 (Three) days prior to the Termination Date, either the Landlord or the Property Practitioner (as the case may be) and the Tenant will inspect the Premises together to determine if any damage was caused to the Premises or the furniture (in the event that the Premises contains the Landlord's furniture) during the subsistence of this Lease Agreement (including any renewal periods). If the Tenant fails to attend the inspection, the Landlord shall be entitled to inspect the Premises at any time within 7 (Seven) days after the Termination Date, without the Tenant, in order to determine whether any damage was caused to the Premises during the subsistence of the Lease Agreement.
- 14.5. The Landlord shall be entitled to:
  - 14.5.1. deduct any amount from the Deposit required to repair any damage caused to the Premises; and
  - 14.5.2. charge the Tenant for any amount over and above the value of the Deposit, if the cost of repairing the damage amounts to more than the total amount of the Deposit.

Initial

**15. MAINTENANCE AND REPAIR WORK****[ Ask TPN: 159 ]**

- 15.1. The Tenant must timeously complete any repair work for which he is responsible under this Lease Agreement. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of such work from the Tenant.
- 15.2. If the Tenant discovers that maintenance or repair work needs to be done which the Tenant is not responsible for in terms of this Lease Agreement, the Tenant shall inform the Landlord, in Writing, as soon as is reasonably possible after he learns that such work needs to be done. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of any such work from the Tenant.
- 15.3. Should the Property Practitioner be contacted to attend to, or arrange for a contractor or service provider to attend to, any maintenance and / or repair work at the Premises, the Landlord or Tenant (depending on whose responsibility it is) shall pay the Property Practitioner the surcharge amount set out in item 1.15 for attending to this.

**16. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD****[ Ask TPN: 160 ]**

- 16.1. The Landlord, the Property Practitioner and their agents and / or contractors may require access to the Premises from time to time in order to inspect the Premises, or to make repairs, alterations, additions, modifications or improvements to the Premises.
- 16.2. The Tenant agrees to give the Landlord, the Property Practitioner and their agents and / or contractors access to the Premises for the purposes referred to in clause 16.1, provided that the Landlord or Property Practitioner (as the case may be) gives the Tenant reasonable notice of the need for such access.
- 16.3. In the event that emergency work needs to be done at the Premises, the Tenant shall be required to give the Landlord, the Property Practitioner, its agents and / or contractors immediate access to the Premises.

**17. GENERAL OBLIGATIONS OF THE TENANT****[ Ask TPN: 162 ]**

- 17.1. The Tenant must return the Premises at the termination of this Lease Agreement in the same order and condition in which it was received, Fair Wear and Tear excepted. Accordingly, the Tenant must:
  - 17.1.1. at his own cost, look after the Premises (including any garden, pool, equipment and / or gates), and ensure that the Premises is kept clean and in good order and condition;
  - 17.1.2. at his own cost maintain and keep the roof and gutters clean and free from blockages;
  - 17.1.3. at his own cost, regularly clean the inside of the Premises, including the carpets, floor coverings and tiles;
  - 17.1.4. use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating and air-conditioning facilities and appliances;
  - 17.1.5. at his own cost, replace all Short Term Consumables, maintain, replace and / or repair all water-bearing taps, stoves, locks, handles, windows, heating and air-conditioning facilities and appliances where such damage has not been due to Fair Wear and Tear;
  - 17.1.6. at his own cost, have the carpets and the furniture (where applicable) cleaned by a professional carpet cleaning company prior to the Termination Date, to the satisfaction of the Landlord. If the Landlord is unhappy with the state of the carpets and / or the furniture (if applicable), the Landlord may appoint its own professional cleaning company to clean the carpets and / or the furniture (where applicable) and may claim the costs of such cleaning from the Tenant;
  - 17.1.7. at his own cost, repair or replace any broken, damaged or missing items within the Premises belonging to the Landlord, unless these items were recorded as being broken, damaged or missing at the inspection referred to in clause 14;
  - 17.1.8. take all reasonable steps to prevent any blockage and / or obstruction of any drains, sewage pipes and / or water pipes in or used in connection with the Premises;
  - 17.1.9. respect the rights of use and enjoyment of neighbours;
  - 17.1.10. comply with all laws and regulations relating to the Premises, it is specifically recorded that if the Landlord is fined or penalised because the Tenant has breached any law or regulation, the Landlord shall be entitled to recover any costs associated with such breach from the Tenant;
  - 17.1.11. ensure that the Premises are occupied by no more than the number of people set out in item 1.27;
  - 17.1.12. make payment of all amounts to which the Landlord is legally entitled as and when such amounts are due and payable;
  - 17.1.13. return the keys to the Landlord by latest on the date and at the time set out in item 1.26;
  - 17.1.14. ensure that should Smoking be permitted on the Premises as set out in item 1.6, such Smoking will not cause any damage to the Premises, regardless of whether the person Smoking is the Tenant, any further occupant of the Premises or any visitor of the Tenant;
  - 17.1.15. ensure that should Smoking not be permitted on the Premises, as set out in item 1.6, no person, including the Tenant, any further occupant of the Premises or any visitors of the Tenant will Smoke on the Premises;

Initial

- 17.1.16.ensure that, should the Tenant be permitted to keep pets on the Premises as set out in item 1.7 that such pets do not cause any damage to any movable or immovable property located on the Premises, including the garden, if applicable;
- 17.1.17.ensure that, should no pets be permitted to enter the Premises in accordance with item 1.7 of the Schedule, then no pets, including pets belonging to visitors of the Tenant will enter the Premises at any time and for any reason whatsoever;
- 17.1.18.ensure that, should the Tenant or any other person Smoke or have Smoked on the Premises, the Tenant shall at its own cost, and using professional cleaners or fumigators, restore the Premises to the pre-smoking condition;
- 17.1.19.ensure that, should pets be kept or have been kept on the Premises, the Tenant shall at its own cost, using professional cleaners or fumigators, restore the Premises to the pre-pet condition;
- 17.1.20.ensure that visitors to the Premises park only in the designated visitors parking spaces that may be applicable to the Premises;
- 17.1.21.at his own cost, at all times maintain adequate insurance in respect of all movable property brought onto the Premises, which shall include all parking bay(s) set out in item 1.5, by an insurance company of the Tenant's choice and make prompt and regular payment of all insurance premiums in respect of such insurance. The Tenant hereby specifically acknowledges and agrees that the Landlord shall in no way be liable for any damage caused, for whatever reason, to any movable property brought onto the Premises, including all parking bay(s), by the Tenant;
- 17.1.22.at his own cost, ensure that the Premises remains free from pests and will effect pest control on a regular basis, including fumigation and pest maintenance. The Landlord however warrants that the Premises is pest free at the inception of the Lease Agreement; and
- 17.1.23.notify the Landlord of any changes to any locks to the Premises and at his own cost, provide the Landlord with keys to the changed locks within 24 (Twenty-Four) hours of such locks being changed.
- 17.2. The Tenant must not:
- 17.2.1. sublet the Premises or allow any third party to reside in or occupy the Premises without the prior Written consent of the Landlord;
- 17.2.2. allow any refuse to accumulate inside or outside the Premises, save as in rubbish bins;
- 17.2.3. make any structural changes or additions to the Premises;
- 17.2.4. stick adhesive picture holders onto or into, or otherwise deface the walls of the Premises;
- 17.2.5. drive nails or other objects into any portion of the Premises;
- 17.2.6. paint the interior or exterior of the Premises without first obtaining the prior Written consent of the Landlord;
- 17.2.7. interfere with the electrical, plumbing or gas system in the Premises, unless the Tenant is doing maintenance which is permitted in terms of this Lease Agreement;
- 17.2.8. use any gadgets or tools or keep any liquids which may explode and cause the insurance policy of the Landlord to be questioned by the Landlord's insurers;
- 17.2.9. hang or place any signs, notices or advertisements anywhere inside or outside the Premises without the prior Written consent of the Landlord;
- 17.2.10.remove any of the Tenant's furniture or other movable property during the subsistence of this Lease Agreement, as legally such property can be sold by the sheriff of the court in the event that the Tenant does not pay the Rental in accordance with the provisions of this Lease Agreement; or
- 17.2.11.make any improvements or installations to the Premises without the prior, Written consent of the Landlord (which consent shall not be unreasonably withheld); provided that the Tenant specifically acknowledges and agrees that upon termination of the Initial Period (or any subsequent renewal period) any improvements made by the Tenant shall be deemed to be the property of the Landlord, unless otherwise agreed to in writing between the Parties.

## 18. VISITORS OF THE TENANT

- 18.1. The Tenant must use his best endeavours to ensure that visitors to the Premises at all times comply with the provisions of this Lease Agreement and the Rules, including, but not limited to:
- 18.1.1. bringing to the attention of such visitors the relevant provisions of this Lease Agreement and / or the Rules;
- 18.1.2. requesting any person who is in breach of the provisions of this Lease Agreement and / or the Rules to immediately remedy such breach; and
- 18.1.3. refusing to allow persons who have previously breached this Lease Agreement and / or the Rules access to the Premises if they are likely to commit another breach.

## 19. JOINT AND SEVERAL LIABILITY

[ Ask TPN: 164 ]

In the event that the Tenant consists of more than one party, each of the parties comprising the Tenant shall be liable to the Landlord jointly and severally for the performance by the Tenant of its obligations in terms of the Lease Agreement.

Initial



## 20. LIABILITY OF THE PARTIES

- 20.1. The Parties will not be held liable for any loss or damage suffered as a result of bodily injury, death or illness, unless it occurred as a result of gross negligence on the part of a Party or as a result of contravention of any laws.
- 20.2. Should either Party suffer any loss as a result of a natural disaster, or any other incident beyond the control of the other Party, it is hereby agreed that such Party will, in no way be entitled to a claim for damages as a result of such incident from the other Party. In the event that a natural disaster, or any other incident beyond the control of either Party, renders performance by either Party impossible, this Lease Agreement shall terminate immediately and neither Party shall have any claim for damages against the other Party.
- 20.3. In the event of a burglary to the Premises:
- 20.3.1. Any damage to the Premises itself, caused by the illegal access of the Premises by persons other than the Tenant, shall be for the account of the Landlord or the Landlord's insurance company. The Landlord shall ensure that any damage is rectified within a reasonable time thereafter.
- 20.3.2. Any damage suffered as a result of theft of the Tenant's property shall be for the account of the Tenant. The Landlord is hereby indemnified from all liability from damages suffered by the Tenant as a result of the burglary or theft.

## 21. CANCELLATION OF THIS LEASE AGREEMENT BY THE TENANT BEFORE THE EXPIRY OF THE INITIAL PERIOD OR ANY FURTHER FIXED-TERM PERIOD

[ Ask TPN: 165 ]

- 21.1. The Tenant may choose to cancel this Lease Agreement prior to the expiry of the Initial Period, or any further fixed-term period, for any reason other than a Material Breach of this Lease Agreement by the Landlord. The following will apply should the Tenant choose to cancel the Lease Agreement as contemplated in this clause 21.1:
- 21.1.1. the Tenant shall give the Landlord at least 20 (Twenty) Business Days' Written notice of such cancellation;
- 21.1.2. the Landlord shall be entitled to recover any loss suffered by the Landlord as a result of such early cancellation of the Lease Agreement by charging the Tenant a reasonable cancellation penalty, which will be the equivalent of not less than the amount set out in item 1.28; and
- 21.1.3. the Landlord shall be entitled to recover from the Tenant any commission paid or due to the Property Practitioner.
- 21.2. Should the Tenant be transferred out of South Africa for occupational or diplomatic reasons, the same process of cancellation set out in clause 21.1 will apply.
- 21.3. The factors that will be considered when determining the reasonable cancellation penalty contemplated in clause 21.1.2 will include:
- 21.3.1. the amount of time left until the Initial Period, or further fixed-term period, as the case may be, is due to terminate;
- 21.3.2. whether the Landlord is likely to find another tenant to replace the Tenant within a reasonable time; and
- 21.3.3. whether the Tenant agrees that this is a fair and reasonable cancellation penalty.
- 21.4. If the Landlord or the Property Practitioner, as the case may be, by acting reasonably and diligently, is able to enter into a new lease agreement during the 20 (Twenty) Business Day notice period set out in clause 21.1.1, and the new lease agreement is for the same duration or a longer period than the remaining period of this Lease Agreement, then the Tenant shall only be liable for the reasonable advertising costs incurred by the Landlord in advertising the Premises and for any commission due to the Property Practitioner. The advertising costs and commission charged under this clause 21.4 may not be more than the reasonable cancellation penalty set out in item 1.28.

## 22. TERMINATION OF THIS LEASE AGREEMENT BY THE LANDLORD

[ Ask TPN: 167 ]

- 22.1. The Landlord may in his sole discretion terminate this Lease Agreement on 2 (Two) Months' Written notice in the following circumstances:
- 22.1.1. the Landlord intends to move into the Premises; or
- 22.1.2. the Landlord intends to sell the Premises.
- 22.2. In the event that the Tenant is placed in breach of this Lease Agreement and remedies such breach on 3 (Three) separate occasions over a consecutive 3 (Three) Month period, the Landlord shall be entitled to terminate this Lease Agreement on 20 (Twenty) Business Days' notice to the Tenant. In such an event:
- 22.2.1. the Landlord's right to terminate in terms of this clause 22.2 shall exist regardless of whether the Tenant remedies each breach prior to the expiry of each individual Month within the 3 (Three) Month period contemplated above; and
- 22.2.2. the provisions of this clause 22.2 shall apply during the Initial Period as well as any renewal periods to this Lease Agreement.
- 22.3. The Landlord may terminate this Lease Agreement with immediate effect and may demand that the Tenant vacate the Premises immediately and, in any event, within a period of no more than 24 (Twenty Four) hours in the event that the Landlord, the Property Practitioner or the Body Corporate become aware of the fact that the Tenant is conducting any form of criminal or illegal activity, or has contravened any law or by-law whatsoever, including the Criminal Procedure Act 51 of 1977, the Counterfeit Goods Act 37 of 1997 and the Treatment of Substance Abuse Act 70 of 2008.

Initial

- 22.4. In the event that the provisions of clause 22.3 apply, the Landlord shall not be obliged to prove the criminal or illegal activity in question, but shall be required to report such activity to the South African Police Service or other applicable body, which reporting may be done anonymously; provided that there is no obligation on the Landlord to prove such reporting to the Tenant or any third party.
- 22.5. In the event that the Tenant provides the Landlord or the Property Practitioner with incorrect information or documentation during the application process conducted before the conclusion of this Lease Agreement ("**Application Process**"), or omits to provide any relevant information or documentation, whether intentionally or in error, the Landlord will be entitled to terminate the Lease Agreement with immediate effect. It is specifically recorded that all documentation and information provided or required during the Application Process form the basis upon which the Landlord concludes this Lease Agreement with the Tenant.

### 23. BREACH OF THIS LEASE AGREEMENT BY THE TENANT

- 23.1. In the event of the Tenant not paying the Rental or any other monies due in terms of this Lease Agreement on the date upon which such monies are due and payable, or committing any other breach in terms of this Lease Agreement then:
- 23.1.1. should the provisions of Section 14 of the CPA apply to this Lease Agreement and the Tenant remain in breach of any of the terms of this Lease Agreement for a period of 20 (Twenty) Business Days after despatch of a Written notice calling upon the Tenant to remedy such breach; or
- 23.1.2. should the Lease Agreement continue on a Month-to-Month basis in accordance with the provisions of clause 6.1, and the provisions of Section 14 of the CPA accordingly not apply to this Lease Agreement, and the Tenant remain in breach of any of the terms of this Lease Agreement for a period of 7 (Seven) calendar days after dispatch of a Written notice calling upon the Tenant to remedy such breach;
- then the Landlord shall be entitled, in his sole discretion and without prejudice to any other rights that he may have in law, to either claim specific performance in terms of this Lease Agreement, or to cancel this Lease Agreement forthwith and without further notice claim all arrear Rental and / or any other damages from the Tenant.
- 23.2. Should this Lease Agreement be cancelled or terminated by the Landlord for any reason whatsoever, the Tenant and all other persons occupying the Premises through and / or under the Tenant shall (i) immediately vacate the Premises, and (ii) allow the Landlord to take occupation thereof.
- 23.3. In the event of the (i) Landlord cancelling or terminating this Lease Agreement, and (ii) the Tenant disputing the right of the Landlord to cancel or terminate and remaining in occupation of the Premises ("**Dispute**"), the Tenant shall, pending a decision in such Dispute, continue to pay an amount equivalent to the Rental, together with all other payments stipulated in this Lease Agreement, on the date that such payments are due, into the bank account set out in item 1.17.
- 23.4. In the event of a Dispute, as contemplated by the provisions of clause 23.3, the Landlord shall be entitled to accept and recover all payments made by the Tenant, either before or after legal proceedings have been instituted, and the acceptance thereof shall be without prejudice to, and shall not in any way whatsoever affect the Landlord's action of cancellation or termination then in Dispute. Should the Dispute be determined in favour of the Landlord, the payments made and received in terms of clause 23.3 and this clause 23.4 shall be deemed to be amounts paid by the Tenant for the damages suffered by the Landlord by reason of the cancellation or termination of the Lease Agreement and / or the unlawful holding over by the Tenant.

### 24. BREACH OF THIS LEASE AGREEMENT BY THE LANDLORD

- 24.1. If the Landlord commits a Material Breach of this Lease Agreement, the Tenant may apply to a court:
- 24.1.1. for the recovery of any damages suffered by the Tenant as a result of such Material Breach; and
- 24.1.2. for specific performance by the Landlord of any obligation under this Lease Agreement.
- 24.2. The Tenant may also cancel this Lease Agreement, without penalty, if the Landlord does not remedy the Material Breach within 20 (Twenty) Business Days of notification being sent to the Landlord in Writing instructing the Landlord to do so.

### 25. ACKNOWLEDGMENT BY THE TENANT

- 25.1. The Tenant confirms that:
- 25.1.1. he has read and understands the provisions of this Lease Agreement;
- 25.1.2. all necessary clauses and items have been explained to him by the Landlord and / or the Property Practitioner;
- 25.1.3. he has been advised of all his rights in terms of this Lease Agreement and all relevant sections of the CPA; and
- 25.1.4. he Signs this Lease Agreement freely and voluntarily.

### 26. COSTS

- 26.1. The Tenant shall pay on demand to the Landlord all legal costs between attorney and own client incurred by the Landlord in respect of any legal steps taken in terms of this Lease Agreement.
- 26.2. The Tenant or Landlord (as the case may be) must also pay any reasonable charges that the innocent Party incurs due to late payments by the other Party.

Initial

## 27. LETTERS AND NOTICES

- 27.1. Any letter or notice given in terms of this Lease Agreement shall be in Writing and shall:
- 27.1.1. if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
  - 27.1.2. if posted by prepaid registered post be deemed to have been received by the addressee on the 5th (Fifth) Business Day following the date of such posting; and
  - 27.1.3. if transmitted by email be deemed to have been duly received by the addressee on the date of delivery.
- 27.2. For purposes of clause 27.1, the contact details are as follows:
- 27.2.1. For the Landlord, as set out in item 1.18; and
  - 27.2.2. For the Tenant, as set out in item 1.19.
- 27.3. Notwithstanding anything to the contrary contained herein, a Written notice of communication actually received by a Party shall be an adequate Written notice or communication to it notwithstanding that it was not sent to or delivered to the addresses set out in items 1.18 and 1.19 (as the case may be).
- 27.4. The addresses given by the Parties in the Schedule shall constitute the Parties chosen addresses for any and all purposes stipulated under this Lease Agreement, including the receipt of any documentation and the institution of any legal proceedings.

## 28. JURISDICTION OF THE MAGISTRATES' COURT / GOVERNING LAW

- 28.1. This Lease Agreement is governed by South African law.
- 28.2. Not limiting the jurisdiction that any other court may have, the Parties consent in terms of section 45 of the Magistrates' Courts Act 32 of 1944 (or any similar section of an act replacing such act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Lease Agreement, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction.

## 29. TENANTS WHO ARE FOREIGNERS

- 29.1. If the Tenant is not a citizen or permanent resident of South Africa, he confirms that he:
- 29.1.1. is not in the country in contravention of the Immigration Act 13 of 2002; and
  - 29.1.2. he has permission to be in the country for the duration of this Lease Agreement (including any renewal periods).
- 29.2. It is the Tenant's sole responsibility to comply with the provisions of this clause 29 and the Landlord shall not be liable to the Tenant for any loss or damage sustained or incurred by the Tenant as a result of any breach of the undertakings contained in this clause 29.
- 29.3. Should the Tenant be either:
- 29.3.1. a foreign state for the purposes of the Foreign States Immunities Act, Act 87 of 1981;
  - 29.3.2. a diplomatic agent for the purposes of the Vienna Convention on Diplomatic Relations, 1961; or
  - 29.3.3. a consular officer and / or consular employee for the purposes of the Vienna Convention on Consular Relations, 1963,

then the Tenant hereby acknowledges that he does not enjoy immunity in respect of any proceedings in terms of this Lease Agreement in accordance with relevant provisions of the applicable legislation.

## 30. ALL OCCUPANTS OF THE PREMISES AND ALTERNATIVE ACCOMMODATION

- 30.1. The Tenant confirms that the (i) details of all occupants of the Premises, and (ii) Alternative Accommodation have been completed in the Schedule. Should there be any change to this information, the Tenant undertakes to inform the Landlord of such changes in Writing. This information is required in compliance with the requirements of The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act should it, at some stage, become necessary to institute eviction proceedings.
- 30.2. The Tenant agrees that, should eviction proceedings be instituted against him for any reason whatsoever, he will be able to use the Alternative Accommodation as a place of residence.

## 31. REGULATORY COMPLIANCE

- 31.1. The Tenant consents to and authorises the Landlord and / or the Property Practitioner to:
- 31.1.1. contact, request and obtain any information at any time and from any credit provider (or potential credit provider), bank or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant; and
  - 31.1.2. provide any information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord.

Initial



- 31.2. The Tenant acknowledges that the Landlord and Property Practitioner (as the case may be) will collect, use and process the Tenant's Personal Information for the purpose of:
- 31.2.1. the Application Process and entering into this Lease Agreement;
  - 31.2.2. performing their obligations in connection with this Lease Agreement;
  - 31.2.3. pursuing their legitimate interests under this Lease Agreement, which will include the right to process the Personal Information of the Tenant in the event of a sale or prospective sale of the Premises; and
  - 31.2.4. the general administration of the relationship between Parties.
- 31.3. In addition to the foregoing provisions of this clause 31, both Parties undertake to ensure compliance with all Data Protection Legislation when processing Personal Information of the other Party.

**32. NON VARIATION / ENTIRE AGREEMENT / MUTUAL SUPPORT**

- 32.1. No addition to or variation or consensual cancellation of this Lease Agreement, including this clause, has effect unless it is in Writing and Signed by both Parties.
- 32.2. The Landlord and the Tenant agree that this Lease Agreement is the whole agreement between the Parties in regard to its subject matter.
- 32.3. The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Lease Agreement.

**33. ITEMS BROUGHT ONTO THE PREMISES**

[ Ask TPN: 168 ]

- 33.1. All items brought onto the Premises by the Tenant will serve as security for the Tenant's compliance with his obligations under this Lease Agreement. The Tenant may not give up his rights or possession of these items or remove them from the Premises during the subsistence of this Lease Agreement.
- 33.2. Subject to the Landlord's rights set out in clause 33.1, the Tenant undertakes to remove all items brought onto the Premises, from the Premises at the Termination or cancellation date. Any items left on the Premises by the Tenant after the Termination or cancellation date, will be deemed to be abandoned. The Landlord may dispose of all such items as he sees fit, and the Tenant will have no claim against the Landlord, of whatsoever nature, howsoever arising, and holds the Landlord harmless against all claims associated with such items.

**34. RELAXATIONS OR INDULGENCES**

No indulgence by one Party to the other Party, or failure to strictly enforce the terms of this Lease Agreement, is to be construed as a waiver or a basis for raising estoppel in any way.

**35. SEVERABILITY**

Each provision in this Lease Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force. In particular, the Parties acknowledge their intention to continue to be bound by this Lease Agreement notwithstanding that any provision may be found to be unenforceable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force.

**36. SIGNATURE**

- 36.1. This Lease Agreement shall be Signed in Writing.
- 36.2. In the event that the Parties are unable to Sign this Lease Agreement in terms of clause 36.1, then the Parties agree to this Lease Agreement being concluded by way of electronic signature.
- 36.3. This Lease Agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.

**37. DEED OF SURETY**

[ Ask TPN: 169 ]

If the Tenant is a company, close corporation or trust, the duly authorised directors, members and trustees respectively undertake to complete the Deed of Surety and agree to be held jointly and severally liable for any obligations of the Tenant in terms of this Lease Agreement.

**38. MANAGING AGENT**

- 38.1. The Tenant and the Landlord confirm that the Tenant was introduced to the Premises by the Property Practitioner set out in item 1.1, and that the Property Practitioner was the only Effective Cause of the conclusion of this Lease Agreement.
- 38.2. The Property Practitioner is accordingly entitled to earn a commission on this Lease Agreement and any extension or renewal thereof.

Initial

- 38.3. The Property Practitioner is hereby authorised to deduct all commission owed to it from the Rental. The commission is not refundable. Should the Tenant fail to pay the Rental, the Property Practitioner would be entitled to claim the commission directly from the Landlord.
- 38.4. The Property Practitioner hereby warrants the validity of his fidelity fund certificate as at the Signature Date.
- 38.5. The Property Practitioner warrants that a fully completed and signed Mandatory Disclosure Form as set out in item 1.1, is attached as an annexure to this Lease Agreement.

**39. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS**

- 39.1. The Landlord shall be entitled to display "TO LET" signs at the Premises for 3 (Three) Months prior to the Termination Date, and to display "FOR SALE" signs at the Premises at any time during the subsistence of this Lease Agreement.
- 39.2. During the subsistence of this Lease Agreement, the Tenant will allow the Landlord (or any representative appointed by the Landlord) reasonable access to the Premises for the purposes of showing the Premises to prospective tenants or purchasers, which access shall include access to the Premises on at least 2 (Two) Sundays per Month between the hours of 12:00 and 17:00, if required. The Landlord or its representative shall contact the Tenant to arrange for such access. Such access shall include the right to access the Premises to take photographs of the Premises for the purposes of marketing the Premises to prospective Tenants or Purchasers.

**40. POTENTIAL SALE**

If the Tenant signs a sale agreement with the Landlord at any time during the Initial Period of the Lease Agreement, any renewal period of the Lease Agreement, or within 12 (Twelve) months after the Termination Date, then The Property Practitioner shall be deemed to have been the reason that such sale took place and The Property Practitioner shall be entitled to payment by the Landlord of commission equal to the percentage of the selling price set out in item 1.29.

Initial

41. SIGNATORIES

DATED AT (place)

ON

20

THE LANDLORD

(on behalf of and duly authorised)

AS WITNESS (1)

AS WITNESS (2)

DATED AT (place)

ON

20

THE TENANT (1)

(on behalf of and duly authorised)

AS WITNESS (1)

AS WITNESS (2)

DATED AT (place)

ON

20

THE TENANT (2) (IF APPLICABLE)

(on behalf of and duly authorised)

AS WITNESS (1)

AS WITNESS (2)

DATED AT (place)

ON

20

THE TENANT (3) (IF APPLICABLE)

(on behalf of and duly authorised)

AS WITNESS (1)

AS WITNESS (2)

Initial