



Welcome Letter

Thank you for deciding to rent your new home from CALIBER PROPERTIES!

Kindly take the time to read through this letter in order to familiarize yourself with our rules and procedures. This will ensure that you are properly informed about the necessary processes to follow in various situations.

We will explain a number of important matters to you in this letter, which will also help you to better understand the system we follow to manage our portfolio of properties effectively.

This letter will also explain the process you need to follow when doing any of the following:

- Completing and signing of your new rental contract
- Requesting assistance with maintenance requirements
- Making payment for your rent and other monthly obligations
- How the pre-paid electricity system works
- The process to follow when renewing your lease
- The process to follow when deciding not to renew your lease

TPN credit bureau is pleased that you have chosen our client's property as your premises. We are proud to be associated with Caliber Management (Pty) Ltd, our client, who subscribes to our services. Please take the time to review the following welcome letter which will advise you of our client's relationship with TPN.

Who is TPN credit bureau?

TPN is a registered credit bureau which maintains a database specific to the property industry. TPN collects information on existing and prospective tenants and owners and maintains a history of their payment behaviour. Importantly, this means that TPN credit bureau collects not only adverse tenant information but also positive credit information. A positive credit record is extremely advantageous to you as it increases your ability to access credit in the market place.

How does it work?

Our client has agreed to update your payment record on a monthly basis. Once updated, TPN credit bureau will send an SMS to your cell phone - - advising you of how your credit record has been updated. Please contact our client immediately on 0128092044 if your record has been incorrectly updated.

What if I pay my rent late?

Your rent is due and expected on the rent due date specified in your lease agreement. It is important that rent payments are paid promptly. Please note that payment after this date will result in your payment record being updated accordingly. Please note that "Rent" includes any service charges, deposits or amounts due.

What if I do not pay my rent?

Payment of rent is not a matter of choice, it is an essential part of your tenancy agreement. Failure to pay any rental or other monies due, could result in a negative credit record (or "blacklisting") which will severely restrict your access to further credit and your ability to rent other premises.

How can TPN credit bureau help me?

By paying your rent on time and in full, and ensuring that you are receiving your SMS's each month, you have the opportunity to build a positive credit profile. You can use your positive profile when applying for new rental premises to prove that you are a good tenant, or even when applying for other forms of credit.

As such, we invite you to consider your new agreement of lease with our client as an excellent opportunity to build a positive credit profile.

Initial

Completing & Signing of your new rental contract

CONTRACT CHECKLIST

Thank you for deciding to rent from us. We look forward to accommodating you.

Kindly ensure that the following documentation reach us no later than 48 hours before you move in:

Signed Lease Agreement

The Lease Agreement must be initialled on each page at the bottom right and signed in full on the last page.

Please also note that we require two witnesses to sign with you on the last page.

Proof of Payment to Landlord

The Proof of Payment to Landlord shall be for the following: Deposit, first month's rent, key deposit & admin fees.

Kindly send us the Proof of Payment to Landlord together with your signed Lease Agreement.

Protea Metering Application

The Protea Metering Application is required to activate your water & electricity account.

We require this form together with your signed Lease Agreement in order to ensure that your water & electricity connected.

Proof of Payment to Protea

Protea Metering requires a R500 deposit for your water & electricity account to be activated.

Please pay this amount direct to Protea Metering (bank details are on the form) and send us the proof of payment.

Copy of your ID/Passport

Although you may have sent us this document with your original application, we will require you to send it to us again.

We require a copy of your ID/Passport in order to apply for your water & electricity with Protea Metering.

Important Notice:

Please ensure that all the above documentation is sent to us in a single e-mail only.

You may attach various files to the e-mail, but please refrain from sending multiple e-mails.

This ensures that we are able to assist you with the required registrations in a swift and simple manner.

Documents sent in multiple e-mails may result in delays with registrations and applications.

You may make use of www.wetransfer.com if the files are too large to upload.

Loading electricity on your new Protea Metering account:

- 1) Log on to www.oami.co.za
- 2) Register on the website with a unique username and password.
- 3) Log into your new account on the website.
- 4) Purchase electricity on-line using your debit or credit card.

We hope you will enjoy your new apartment!

Requesting assistance with maintenance requirements

You may encounter issues which require maintenance upon moving into your apartment, which we may not have been aware of before the time. Therefore, it is very important that you follow these steps when you move in:

- Report any requirements for maintenance to our office within 7 days from taking occupation;
- We prefer your request for maintenance in writing on an e-mail sent to rentals@caliber.co.za;
- We will then respond by forwarding the Request for Maintenance form to you for completion;
- Kindly complete the form and then send it back to us via e-mail to rentals@caliber.co.za;
- We will then notify our Maintenance Department and a job card will be opened;
- Our Maintenance Department will then contact you to arrange a convenient day and time for access.

In the event of an emergency, you may contact our Maintenance Department direct on:

083 824 9222

Please note that you will be required to follow the standard procedures for requesting assistance if your situation is considered not to be an emergency.

Monthly payment obligations

It is very important for you to always pay your rent and municipal bills on time. It is your responsibility to make sure that our office receives your payment by no later than the 1st day of every month. Should you not be able to honour your payment obligations by the 1st of the new month, you are required to contact our office immediately to inform us. We will then be able to consider an alternative date as suggested by yourself at that point in time.

Failure to pay your rent on time may result in legal costs charged for your account.

You may also be charged interest for any late payments.

Remember that late payments and/or failure to honour alternative payment arrangements may negatively impact your credit record. The acceptance of alternative payment arrangements is for the sole discretion of the landlord.

Please ensure that you only use your unique tenant number when making payments to us. The unique tenant number will be issued to you once your new contract has been received and loaded onto our database. Kindly refrain from using your name, unit number or any other information as beneficiary reference.

PLEASE NOTE: AN ADMIN FEE OF R150.00 WILL BE CHARGED IF INCORRECT REFERENCES ARE USED.

Only your tenant number should reflect on the proof of payment reference.
Your co-operation in this matter will result in fast and effective allocation of your payments.

One last thing...

We might contact you from time to time for access to your apartment for various reasons. This is not to invade your personal space at all. Being serious about the long-term wellbeing of our properties, we require to arrange access for representatives from the banks, insurance companies, potential investors etc. Therefore, your co-operation in arranging access to your apartment will be greatly appreciated. We promise not to take too much of your valuable time! Thank you very much.

Example: Monthly Invoice

Understanding your monthly invoice.

CALIBER THE NEXT LEVEL		REF # TO USE WHEN MAKING PAYMFT		Tax Invoice & Statement UNIT NUMBER AS PER LEASE	
MONTH'S RENT, DUE TO REFLECT IN THE LANDLORD'S BANK ACCOUNT ON THE FIRST OF THE MONTH MENTIONED				Owner: MR OWNER Owner VAT No: 4770275628 Owner Reg No: 2017/114156/07 Property: PROPERTY TO RENT Unit No: FLAT NR 123 Tax Invoice No: 1446/201812/1 For the Month: December 2018 Recipient VAT No: Recipient Reg No: Deposit: R5 000.00 Monthly Charges Generated on 21 November 2018	
MR TENANT New Flat 123 474 Lynnwood Road Lynnwood Pretoria				DETAILS WHERE YOU CAN CONTACT HEAD OFFICE, SHOULD YOU NEED INFORMATION Queries: Christine Visagie Email: rentals@caliber.co.za Tel: 012 - 809 2044 Fax:	
DEPOSIT AS PER YOUR CONTRACT. DEPOSIT TO BE REFUNDED AND THE END OF THE LEASE PERIOD IF THERE IS NO DEDUCTIONS FOR REPAIRS ON THE VACATE INSPECTION.				Printed: 21/11/2018 09:52:30 Page: 1	
Date	Allocation	Remarks		Exclusive	VAT
29/10/2018 01/12/2018	Receipt RESIDENTIAL RENT	Balance B/f		5 000.00	0.00
VERY IMPORTANT: RENTAL IS DUE 1 ST DAY OF THE MONTH; YOU PAY BANK CHARGES ON CASH DEPOSITS LATE PAYMENTS WILL ATTRACT 2% INTEREST ADMIN FEES OF R150 WILL BE CHARGED ON LATE PAYMENTS INCORRECT REFERENCE WILL RESULT IN R150 ADMIN FEE					
TOTAL AMOUNT OUTSTANDING. THIS IS WHAT YOU MUST PAY BEFORE THE 1ST OF THE MONTH					
NOTE: Rental is due on 1st of the month. Cash deposit fees for cash transactions. 2% interest on late payments. R150 admin fee on incorrect ref used Additional admin fee of R150 to be charged on late payments.					
AMOUNT DEPOSITED *R 5 000.00					
Tellers Stamp and Initials: VVY Date: 21/11/2018					
The Standard Bank of South Africa Limited Die Standard Bank van Suid-Afrika Beperk					
Deposit Slip					
BANKING DETAILS AS PER CONTRACT					
BRANCH NAME					
BRANCH CODE					
ACCOUNT NUMBER AS PER CONTRACT					
REFERENCE NUMBER 1446					
THIS IS YOUR REFERENCE NUMBER. YOU ONLY USE THIS NUMBER WHEN PAYING YOUR RENT					
* Total Credit R					
Rand Cents Notes Coins M.O. & P.O. Total Cash					

How the pre-paid electricity system works

- 1) Log on to www.oami.co.za
- 2) Click on "REGISTER" on the home page
- 3) Complete the on-line "SMART METERING USER REGISTRATION" form
- 4) Click on "SUBMIT REGISTRATION" at the bottom right of the screen
- 5) Log in on the home page using your unique username and password
- 6) Purchase electricity direct on the OAMI page

Your electricity will be automatically loaded on your account. An sms will be sent to you everytime a transaction takes place on your pre-paid electricity account, so remember to enter the correct cellphone number upon registration.

The process to follow when renewing your lease term

We require at least 60 days' notice from you if you wish to renew your lease with us. You may send an e-mail to rentals@caliber.co.za to request assistance with this process. We will then reply by attaching the Lease Renewal form to you. Kindly complete the form and send it back to us via e-mail. The process is very quick and by notifying us in advance that you wish to renew your lease will result in a seamless process in terms of administrative requirements.

We offer the following terms for rental contracts:

- 6 months with a 6% escalation in rent
- 12 months with a 10% escalation in rent

The process to follow when deciding not to renew your lease

We would be very sorry to see you go, but will assist you with the process professionally should you decide not to renew your lease. We will require the following from you in this scenario:

- Notice to vacate the apartment with no less than 30 calendar days' notice
- The notice must be sent to us via e-mail to rentals@caliber.co.za
- We will forward you a cancellation form for Protea Metering, which must be completed and sent back to us
- We require access to the apartment after you have moved out in order to conduct an inspection
- Once the inspection has been done, the report will be sent to our office and you will also receive a copy
- We will require you to sign the inspection report and send back to us at rentals@caliber.co.za

Once we have received the signed copy of the inspection report from you, the report will be sent to our office for processing. Our office will then be in contact with you to make the arrangements for the refund of deposits.

Initial

RESIDENTIAL AGREEMENT OF LEASE

Natural Person Version

[Ask TPN: 248]

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Initial

1. SCHEDULE

1.1	The Agent	Rachel Mtsweni
1.2	The Landlord	Blue Magnolia Trading 673 (Pty) Ltd
	Registration number / identity number	2017/185928/07
	VAT registration number	4920265917
1.3	The Tenant	
	Registration number / identity number	
	VAT registration number	Not applicable
1.4	The Premises	
1.5	Parking Bay Number(s)	
1.6	Smoking Inside Unit Allowed	No
1.7	Pets Allowed	No

Tenant Costs

1.8	The Rental	R
1.9	The Deposit	R (payable upon signing of contract)
	Interest on Deposit to accrue to the:	Tenant <input checked="" type="checkbox"/> Agent & the EAAB
1.10	Cleaning fee	R 450.00 (to be deducted from deposit after lease term)
	Credit check fee	R 300.00 (payable upon signing of contract)
1.11	The Lease preparation fee	R 800.00 (payable upon signing of contract)
1.12	Key deposit	R 300.00 (payable upon signing of contract)
1.13	Rental escalation (per annum)	
1.14	The Tenant's nominated bank account	
	Name of account holder	
	Bank	
	Bank branch	
	Branch code	
	Account number	
	Reference	Reference number on your statement
1.15	The Landlord's nominated bank account	
	Name of account holder	Blue Magnolia Trading 673 (Pty) Ltd
	Bank	Standard Bank
	Bank branch	Lynnwood Ridge
	Branch code	012-445
	Account number	201836289
	Reference	Reference number on your statement

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1.16 The Landlord's address

Physical	@Lynnwood Office Park 474 Lynnwood Rd Lynnwood, Pretoria 0081
Postal	
Work telephone	(012) 809-2044
Work telephone	
Cellular	(083)5305417
Telefax	(086) 225-6799
Email	rentals@caliber.co.za

1.17 The Tenant's address

Physical	
Postal	
Home telephone	
Work telephone	
Cellular	
Telefax	
Email	

1.18 Interest rate of 2% (Two Percent) per month on arrear Rental up to as maximum of 24% (Twenty Four percent) per annum

Initial Period is	months
Lease start date	
Lease end date	

1.22 Where Initial Period is greater than 24 (Twenty Four) months

Financial benefit to the Tenant is	

1.23 Key return date and time

Declaration of Tenant regarding Direct Marketing (tick appropriate box):	Yes	No
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1.25 Maximum occupants and Permanent Vehicles

Maximum occupants	2	
Permanent Vehicles		

1.26 Maximum cancellation penalty

3 months

Month/s but not more than

6 months

Months' Rental

1.27 Sales commission %

1.28 Surcharge

Initial

2. DEFINITIONS

- 2.1 In this Agreement, the words below mean the following:
- 2.1.1 "**Agent**" means the party referred to in item 1.1 of the schedule;
- 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 the Republic of South Africa;
- 2.1.4 "**CPA**" means the Consumer Protection Act 68 of 2008, together with all of its regulations and schedules, as amended from time to time;
- 2.1.5 "**Deposit**" means the amount/s payable by the Tenant to the Landlord prior to the Tenant moving in to the Premises;
- 2.1.6 "**Direct Marketing**" means, to approach a person, either in person or by mail or electronic communication, for the direct or indirect purpose of: promoting or offering to supply, in the ordinary course of business, any goods or services to the person; or requesting the person to make a donation of any kind for any reason;
- 2.1.7 "**EAAA**" means the Estate Agency Affairs Act 112 of 1976, together with all of its regulations and schedules, as amended from time to time;
- 2.1.8 "**EAAB**" means the Estate Agency Affairs Board, as established in terms of the EAAA;
- 2.1.9 "**Effective Cause**" means the main reason for the Tenant entering into this Lease;
- 2.1.10 "**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; [\[Ask TPN: 150\]](#)
- 2.1.11 "**Initial Period**" means the term of this Lease, excluding any renewal periods;
- 2.1.12 "**Landlord**" means the Party referred to in item 1.2 of the schedule;
- 2.1.13 "**the/this Lease**" means this agreement together with all its annexures and schedules, as amended from time to time;
- 2.1.14 "**Material Breach**" means any breach of this Lease which:
this Lease defines as a "Material Breach"; has or is likely to have a serious financial or legal impact on either Party to this Lease; has or is likely to have a serious impact on the ability of either Party to this Lease to enjoy its rights under this Lease;
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; or happens more than once in any 3 (Three) Month period.
- 2.1.15 "**Month**" means a calendar month, and more specifically, in reference to a number of months from a specific date, a month commencing on that date or the same date of any subsequent month;
- 2.1.16 "**Parties**" means the Tenant and the Landlord and "**Party**" means either one of them, as the context may indicate;
- 2.1.17 "**Premises**" means the premises referred to in item 1.4 of the schedule;
- 2.1.18 "**Rental**" means the monthly rental payable by the Tenant to the Landlord for the rental of the Premises;
- 2.1.19 "**Rental Housing Act**" means the Rental Housing Act 50 of 1999, together with all of its regulations and schedules, as amended from time to time;
- 2.1.20 "**Rules**" means any applicable Body Corporate and/or house rules;
- 2.1.21 "**Sign**" means a handwritten signature, electronic signature or advanced electronic signature as defined by the Electronic Communications and Transactions Act 25 of 2002, or an electric signature format agreed to by the Parties and "**Signed**", "**Signing**" and "**Signature**" shall have corresponding meaning;
- 2.1.22 "**Signature Date**" means the date of signature of this Lease by the last Party signing;
- 2.1.23 "**Smoking**" means the lighting of any tobacco products, including but not limited to cigarettes and cigars, as well as the use of any smoking devices, including electronic cigarettes and "**Smoke**" shall have the corresponding meaning;
- 2.1.24 "**Specific Performance**" means the fulfilment of either Party's obligations in terms of this Lease;
- 2.1.25 "**Tenant**" means the Party referred to in item 1.3 of the schedule;
- 2.1.26 "**Termination Date**" means the date of termination of this lease for any reason whatsoever; and
- 2.1.27 "**Vehicles**" means a mobile machine that transports both people or cargo. This definition includes, but is not limited to wagons, bicycles, motor vehicles, watercraft and trailers.
- 2.1.28 "**Writing**" means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents and facsimile transmissions, together with information or data in electronic form and "**Written**" and "**Write**" shall have corresponding meaning.

3. INTERPRETATION

- 3.1 Any reference to one gender includes the other gender.
- 3.2 Any reference to the singular includes the plural and vice versa.
- 3.3 Any reference to a natural person includes an artificial or juristic person.
- 3.4 No provision of this Lease is intended to contravene or limit any applicable provisions of the CPA or the Rental Housing Act.

4. LEASE

The Landlord leases the Premises to the Tenant, and the Tenant hires the Premises from the Landlord, in terms of this Lease.

5. DURATION OF INITIAL PERIOD

[Ask TPN:
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- 5.1 For a Lease with a duration of less than 24 (Twenty Four) Months:
 - 5.1.1 This Lease will endure for an Initial Period as stated in item 1.19 of the schedule and will start on the date referred in 1.20 of the schedule and end on the date referred in 1.21 in the schedule.
- 5.2 For a Lease with a duration of more than 24 (Twenty Four) Months:
 - 5.2.1 This Lease will endure for an Initial Period as stated in item 1.19 of the schedule and will start on the date referred in 1.20 of the schedule and end on the date referred in 1.21 in the schedule;
 - 5.2.2 The Tenant will have the financial benefit of the items referred to in 1.22 of the schedule.
- 5.3 The Tenant specifically acknowledges and agrees that, should he not be able to take occupation of the Premises on or before the date specified in 1.20 of the schedule 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 whatsoever against the Landlord.

6. AUTOMATIC CONTINUATION OF THIS LEASE

[Ask TPN:
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- 6.1 Upon termination of the Initial Period, this Lease will automatically continue on a Month-to-Month basis, subject to the provisions of clause 7, unless:
 - 6.1.1 either Party expressly advises the other prior to the termination of the Initial Period that it does not want this Lease to continue after the Initial Period has terminated; or
 - 6.1.2 the Parties agree to extend the Lease for a further fixed – term period. In this regard:
should the Parties agree to renew or extend the Lease and not to alter any other terms of the Lease, then the Parties will sign an addendum specifying the further fixed-term period applicable, which addendum will be annexed to the Lease;
should the Parties, by agreement, seek to alter any other terms of the Lease other than extending the fixed-term period of the Lease, then the Lease will be deemed to have terminated on expiry of the Initial Period and the Parties will conclude a new lease agreement.
- 6.2 If this Lease continues on a Month-to-Month basis in terms of clause 6.1, either Party shall be entitled to terminate this Lease without reason or penalty at any time, provided that they give the other Party a calendar Month's written notice of such termination.
- 6.3 Should this Lease continue on a Month-to-Month basis the provisions of Section 14 of the CPA will no longer apply to this Lease.

Initial

7. NOTIFICATION OF END OF INITIAL PERIOD

[Ask TPN:
153]

- 7.1 In order to allow the Tenant to decide whether to continue with this Lease 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 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 will automatically continue on a Month-to-Month basis upon expiry of the Initial Period, unless the Tenant expressly stipulates by no later than 20 (Twenty) Business Days prior to the date upon which the Initial Period is due to terminate that the Tenant wishes for the Lease to terminate on the expiry of the Initial Period, or that the Tenant wants to extend the Lease for a further fixed-term period, in which case the provisions of clause 6.1 above will apply.
- 7.2 Should the Tenant give the Landlord notification of the Tenant's desire to extend the Lease for a further fixed-term period, and the Landlord agree to such extension, then the Parties must effect an addendum or a new lease agreement (as the case may be) by no later than 10 (Ten) Business Days prior to the date upon which the Initial Period is due to terminate. Should the Parties subsequently fail to agree on the terms of the addendum or the new lease agreement (as the case may be), then the Lease shall be deemed to have terminated upon expiry of the Initial Period and the Tenant shall be obliged to vacate the Premises.

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 and that any breach of the Rules constitutes a Material Breach of this Lease. Any penalties and/or losses which the Landlord may be liable for as a result of the Tenant breaching the Rules may be deducted from the Deposit. A copy of the Rules (if applicable) is attached to this Lease.
- 9.2 It is specifically recorded that should there be any discrepancy between the abovementioned Rules and any municipal bylaws, then the municipal bylaws shall take precedence over any other Rules.

10. MONTHLY RENTAL

[Ask TPN:
156]

- 10.1 The Rental payable by the Tenant to the Landlord / Agent is the amount referred to in item 1.8 of the schedule.
- 10.2 The Landlord's nominated bank details are set out in item 1.15 of the schedule.
- 10.3 The Tenant must:
- 10.3.1 ensure that the Rental clears the Landlord's nominated bank account by the 1st (First) day of every Month;
 - 10.3.2 confirm with the Landlord / Agent that payment has been received;
 - 10.3.3 repay the Landlord / Agent for any bank charges resulting from any payment made by the Tenant to the Landlord / Agent.
- 10.4 The Tenant will be charged interest on any overdue Rental at a rate stated in item 1.18 of the schedule, calculated from the first day of the Month on which such Rental was due until the date of payment of such Rental by the Tenant in full.
- 10.5 The Rental cannot be reduced by the Tenant, for any reason whatsoever.
- 10.6 The Rental will increase annually by the percentage referred to in item 1.13 of the schedule.

Initial

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 but not limited to:
- 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; and
 - 11.1.5 gas, sewerage, refuse removal and all utility charges, other than the levy.
- 11.2 The Tenant shall pay these charges to the Landlord / Agent, on presentation of invoice, simultaneously with 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 It is recorded that 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.
- 11.6 If the levies, rates and/or taxes in respect of the Premises increase at any time during the subsistence of this Lease, the Landlord shall be entitled to increase the Rental to accommodate for 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 or any third party in respect of utilities utilised on the Premises, then the Tenant accepts the responsibility to ensure that the correct meter readings are provided to the Municipality or relevant third party. The Tenant agrees to provide the Landlord, on a monthly basis with a photo, with a recorded date of the relevant meter readings on the premises. It is recorded that the Tenant would be held liable for any amounts due to the Municipality or third party for incorrect charges, should he fail to provide the Landlord with the meter readings as agreed.

Initial

- 12.1 This Deposit is the amount referred to in item 1.9 of the schedule.
- 12.2 The Tenant will pay the Deposit on the Signature Date. When this Lease ends, 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, including but not limited to the reasonable costs of repairing any damage done to the Premises during the Initial Period, the cost of replacing lost keys, any arrear Rental that was not paid by the Tenant during the Initial Period and any other outstanding amounts for which the Tenant is liable under this Lease.
- 12.3 The Deposit will be placed in an interest-bearing account with a financial institution. After deducting any amounts owed by the Tenant in terms of clause 12.2, the Landlord must pay the remainder of the Deposit to the Tenant, together with any interest accrued thereon at the applicable rate, within 21 (Twenty one) business days of the restoration Date.
- 12.4 If the Deposit is given to an Agent and not to the Landlord, the Agent will invest the Deposit in accordance with the provisions of the EAAA.
- 12.5 Any interest earned on the Deposit will be paid out in accordance with the provisions of clause 1.9 of the schedule as read with the provisions of the EAAA.
- 12.6 It is recorded that for the subsistence of this Lease, the Deposit at all times belongs to the Tenant and may only be utilised by the Landlord or the Agent in accordance with the provisions of clauses 9, 11.4, 12.3 and 13.5 or when the Agent or the Landlord, as the case may be, is instructed to do so by the Tenant.
- 12.7 If, during the subsistence of the Lease (including the Initial Period, any fixed- term renewal period , or where the Lease 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.
- 12.8 It is specifically recorded that the Tenant cannot ask the Landlord to use the Deposit to cover any Rental which the Tenant owes at any time during the subsistence of the Lease.

13. INSPECTION OF THE PREMISES

- 13.1 The Tenant and the Landlord or the Agent (as the case may be) will inspect the Premises together, before the Tenant takes occupation of the Premises, to determine whether there is any existing damage to or any defects to the Premises. Any damage and/or defect will be recorded in writing, signed by the Landlord or the Agent (as the case may be) and the Tenant and attached as a schedule to this Lease. The Tenant, by way of this inspection, acknowledges that the Premises is fit for beneficial occupation.
- 13.2 Recording of the defect or damage in writing does not presuppose that that Landlord has taken responsibility to have the defect or damage remedied. This recording is a mere acknowledgment that that defect or damage exists and that the defect or damage was not caused by the Tenant.
- 13.3 If the Tenant discovers any damage to or defects at the Premises after the inspection referred to in clause 13.1 above, the Tenant must notify the Landlord, in writing, of such damage or defects within 7 (Seven) days of the discovery thereof. The Landlord must supply the Tenant with a written acknowledgment confirming that such damage or defects exist and can inspect such damage or defects with reasonable notice.
- 13.4 Within 3 (Three) days prior to the Termination Date, either the Landlord or the Agent (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 (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 of the Termination Date, without the Tenant, in order to determine whether any damage was caused to the Premises during the subsistence of the Lease.
- 13.5 The Landlord shall be entitled to:
 - 13.5.1 deduct money from the Deposit to repair any damage caused to the Premises; and
 - 13.5.2 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.

14. MAINTENANCE AND REPAIR WORK

[Ask TPN:

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- 14.1 The Tenant must timely complete any repair work for which he is responsible under this Lease. 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.
- 14.2 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, the Tenant must 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.
- 14.3 Should the Agent be contacted to attend to, or arrange a contractor or service provider to attend to the Premises for maintenance and/or repair work, the Landlord or Tenant (depending on the responsibility as set out in this clause) shall pay the Agent a surcharge amount as set out in 1.28 for attending thereto.

15. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD

[Ask TPN:

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- 15.1 It is recorded that the Landlord, the Agent, its 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.
- 15.2 In this regard, the Tenant agrees to give the Landlord, the Agent, its agents and/or contractors access to the Premises for the purposes referred to in clause 15.1, provided that the Landlord must give the Tenant reasonable notice of its need for such access.
- 15.3 In the event that emergency work needs to be done at the Premises, the Tenant shall be required to give the Landlord, the Agent, its agents and/or contractors immediate access to the Premises.

16. GENERAL OBLIGATIONS OF THE TENANT

[Ask TPN:

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- 16.1 The Tenant must:
- 16.1.1 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;
 - 16.1.2 maintain all keys, locks, doors, windows, geysers, water taps and accessories in the Premises;
 - 16.1.3 regularly clean the inside of the Premises, including the carpets, floor coverings and tiles;
 - 16.1.4 maintain, replace and/ or repair all electrical globes, fittings, switches, water-borne taps, stoves, locks, handles, and windows in the Premises;
 - 16.1.5 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. It is specifically recorded that 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;

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- 16.1.6 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 13.1;
- 16.1.7 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;
- 16.1.8 respect the rights of use and enjoyment of neighbours;
- 16.1.9 comply with all laws and regulations relating to the Premises and, in this regard, 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;
- 16.1.10 ensure that the Premises are occupied by no more than the number of people stated in item 1.25 of the schedule;
- 16.1.11 make payment of all amounts to which the Landlord is legally entitled as and when such amounts are due and payable;
- 16.1.12 return the Premises at the end of this Lease in the same order and condition in which it was received, Fair Wear and Tear excepted;
- 16.1.13 return the keys to the Landlord by latest on the date and at the time stated in item 1.23 of the schedule;
- 16.1.14 ensure that should Smoking be permitted on the Premises in accordance with item 1.6 of the schedule, then 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;
- 16.1.15 ensure that should Smoking not be permitted on the Premises in accordance with item 1.6 of the schedule, no person, including but not limited to the Tenant, any further occupant of the Premises or any visitors of the Tenant will Smoke on the Premises;
- 16.1.16 ensure that, should the Tenant or any other person smoke or have smoked on the Premises, the Tenant shall at its own cost restore the Premises to the pre-smoking condition, making specific mention that the Premises must be professionally cleaned, fumigated and treated for aromas and the like;
- 16.1.17 ensure that, should the Tenant be permitted to keep pets on the Premises as per item 1.7 of the schedule, then such pets do not cause any damage to any movable or immovable property located on the Premises, including the garden, if applicable;
- 16.1.18 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;
- 16.1.19 ensure that, should pets be kept or have been kept on the Premises, the Tenant shall at its own cost restore the Premises to the pre-pet condition, making specific mention that the Premises must be professionally cleaned, fumigated and treated for aromas and the like;
- 16.1.20 at all times maintain adequate insurance in respect of all movable property brought onto the Premises, by an insurance company of the Tenant's choice and make prompt and regular payment of all insurance premiums in respect of such insurance and in this regard the Tenant specifically acknowledges and agrees that the Landlord shall in no way be liable for any damages caused, for any reason to movable property brought onto the Premises by the Tenant;
- 16.1.21 notify the Landlord of any changes to any locks to the Premises and provide the Landlord with keys to the changed locks within 24 (Twenty Four) hours of such locks being changed;
- 16.1.22 ensure that visitors to the Premises park only in the designated visitors parking spaces, provided that same exists and is applicable to the Premises; and
- 16.1.23 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.
- 16.2 The Tenant must not:
- 16.2.1 sublet the Premises or allow any third party to reside in or occupy the Premises without the prior written consent of the Landlord;

- 16.2.2 allow any refuse to accumulate inside or outside the Premises, save as in rubbish bins;
- 16.2.3 make any structural changes or additions to the Premises;
- 16.2.4 stick adhesive picture holders onto or into, or otherwise deface the walls of the Premises;
- 16.2.5 drive nails or other objects into any portion of the Premises;
- 16.2.6 paint the interior or exterior of the Premises without first obtaining the prior written consent of the Landlord;
- 16.2.7 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;
- 16.2.8 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;
- 16.2.9 hang or place any signs, notices or advertisements anywhere inside or outside the Premises without the prior written consent of the Landlord;
- 16.2.10 remove any of the Tenant's furniture or other movable property during the subsistence of this Lease, as legally such property can be sold by the Sheriff of the Court in the event that the Tenant does not pay his Rental in accordance with the provisions of this Lease; or
- 16.2.11 make any improvements to the Premises without the prior, written consent of the Landlord (which consent shall not be unreasonably withheld) and in this regard, the Tenant specifically acknowledges and agrees that upon termination of the Initial Period (or any subsequent 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.

17. VISITORS OF THE TENANT

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

18. JOINT AND SEVERAL LIABILITY OF THE TENANT

[Ask TPN:
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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.

19. LIABILITY OF THE PARTIES

- 19.1 The Parties cannot sue each other or the Agent for any loss, damage or injury which they suffer unless:
- 19.1.1 the Party being sued was grossly negligent; or
 - 19.1.2 the Party being sued has breached the provisions of the CPA and/or the Rental Housing Act.
- 19.2 In the event of a burglary to the Premises:
- 19.2.1 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 the damage is rectified within a reasonable time thereafter.

- 19.2.2 Any damage suffered as a result of theft of the Tenant's property shall be for the account of the Tenant. The Landlord is indemnified from all liability from damages suffered by the Tenant as a result of the theft.

20. CANCELLATION OF THIS LEASE BY THE TENANT BEFORE THE EXPIRY OF THE INITIAL PERIOD

[Ask TPN:
166]

- 20.1 If the Tenant chooses to cancel this Lease prior to the expiry of the Initial Period for a reason other than a Material Breach of this Lease by the Landlord, or the Tenant is transferred out of the country for occupational or diplomatic reasons, thereby causing this Lease to terminate prior to the expiry of the Initial Period, then the following will apply:
- 20.1.1 the Tenant must give the Landlord at least 20 (Twenty) Business Days' written notice of such cancellation; and
 - 20.1.2 the Landlord shall be entitled to recover any loss suffered by the Landlord as a result of such early cancellation of the Lease by charging the Tenant a reasonable cancellation penalty, which will be the equivalent of not less than the amount stated in item 1.26 of the schedule.
- 20.2 Such circumstances shall include, without limitation:
- 20.2.1 the amount of time left until the Initial Period is due to terminate; and
 - 20.2.2 whether the Landlord is likely to find another tenant to replace the Tenant within a reasonable time; and
 - 20.2.3 whether the Tenant agrees this is a fair and reasonable cancellation penalty.
- 20.3 It is recorded that, if the Landlord or the Agent (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, and the new lease agreement is for the same duration or a longer period than the remaining period of this Lease, 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 Agent. The advertising costs and commission charged under this clause cannot be more than the reasonable cancellation penalty referred to in 1.26 of the schedule.

21. CANCELLATION OF THIS LEASE BY THE LANDLORD BEFORE THE EXPIRY OF THE INITIAL PERIOD

[Ask TPN: 167]

- 21.1 The Landlord may in his sole and absolute discretion cancel this Lease on 1 (One) calendar months' written notice in the following circumstances:
- 21.1.1 the Landlord intends to move into the Premises; or
 - 21.1.2 the Landlord intends to sell the Premises.
- 21.2 The Landlord may cancel this Lease on 7 (Seven) days' notice to the Tenant in the event that the Tenant remains in continuous breach of this Lease for a period of 3 (Three) months and fails to remedy such breach, despite being notified of such breach, in writing, on 3 (Three) or more occasions by the Landlord.
- 21.3 The Landlord may cancel this Lease with immediate effect and demand that the Tenant vacate the Premises immediately but in any event within a period no more than 24 (Twenty Four) hours in the event that the Landlord, the Agent 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 but not limited to the Criminal Procedure Act, 51 of 1977, the Counterfeit Goods Act 37, of 1997 and the Treatment of Substance Abuse Act, 70 of 2008.
- 21.4 In the case of clause 21.3 above, 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. There shall be no obligation on the Landlord to prove such reporting to the Tenant or any third party.

22. BREACH OF THIS LEASE BY THE TENANT

- 22.1 In the event of the Tenant not paying the Rental or any other monies due in terms of this Lease on the date upon which such monies are due and payable, or committing any other breach in terms of this Lease then:

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- 22.1.1 should the provisions of Section 14 of the CPA apply to this Lease and the Tenant remain in breach of any of the terms of this Lease for a period of 20 (Twenty) Business Days after despatch of a written notice calling upon the Tenant to remedy such breach; or
- 22.1.2 should the Lease 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 and the Tenant remain in breach of any of the terms of this Lease for a period of 7 (Seven) calendar days after despatch of a written notice calling upon the Tenant to remedy such breach;
- 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 or to cancel this Lease forthwith and without further notice claim all arrear Rental and/or any other damages from the Tenant.
- 22.2 Should this Lease be cancelled by the Landlord for any reason whatsoever, the Tenant and all other persons occupying the Premises through and/or under the Tenant shall immediately vacate the Premises and allow the Landlord to take occupation thereof.
- 22.3 In the event of the Landlord cancelling this Lease, and in the event of the Tenant disputing the right of the Landlord to cancel and remaining in occupation of the Premises, the Tenant shall, pending a decision in such dispute, continue to pay an amount equivalent to the Rental provided for in this Lease, together with all other payments herein provided, on the date that such payments are due and into the bank account provided for in this Lease. In such event, the Landlord shall be entitled to accept and recover such payments, 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 claim of cancellation then in dispute. Should the dispute be determined in favour of the Landlord, the payments made and received in terms of this paragraph shall be deemed to be amounts paid by the Tenant on account of the damages suffered by the Landlord by reason of the cancellation of the Lease and/or the unlawful holding over by the Tenant.

23. BREACH OF THIS LEASE BY THE LANDLORD

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

24. ACKNOWLEDGMENT BY THE TENANT

- 24.1 The Tenant confirms that:
- 24.1.1 he has read and understands the provisions of this Lease;
 - 24.1.2 all necessary clauses have been explained to him by the Landlord and/or the Agent;
 - 24.1.3 he has been advised of all his rights in terms of this Lease and all relevant sections of the CPA; and
 - 24.1.4 he signs this Lease, freely and voluntarily.

25. COSTS

- 25.1 The Tenant shall pay on demand to the Landlord all legal costs between attorney and client incurred by the Landlord in respect of any legal steps taken in terms of this Lease.
- 25.2 The Tenant or Landlord must also pay any reasonable charges that the innocent Party incurs due to late payments by the other Party.

26. LETTERS AND NOTICES

- 26.1 Any letter or notice given in terms of this Lease shall be in writing and shall:

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- 26.1.1 if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 26.1.2 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
 - 26.1.3 if transmitted by facsimile or email be deemed to have been received by the addressee 1 (One) calendar day after dispatch.
- 26.2 For purposes of the above clauses, the contact details are:
- 26.2.1 the Landlord, as referred to in item 1.16 of the schedule; and
 - 26.2.2 the Tenant, as referred to in item 1.17 of the schedule.
- 26.3 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 its chosen *domicilium citandi et executandi*.
- 26.4 The addresses given by the Parties in the schedule shall constitute the Parties *domicilium citandi et executandi* for any and all purposes stipulated under this Lease and the receipt of any documentation and the institution of any legal proceedings.

27. JURISDICTION OF THE MAGISTRATES' COURT

- 27.1 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, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction.
- 27.2 The Parties specifically agree that the Magistrates' Court closest to where the Premises are situated is the court that shall be used to resolve all disputes under this Lease, unless either Party refers the dispute to arbitration in terms of clause 27 above.

28. TENANTS WHO ARE FOREIGNERS

- 28.1 If the Tenant is not a citizen or permanent resident of South Africa, he confirms that he:
 - 28.1.1 is not in the country in contravention of the Immigration Act 13 of 2002; and
 - 28.1.2 he has permission to be in the country for the duration of this Lease (including any renewal periods).
- 28.2 It is the Tenant's duty alone to comply with the provisions of clause 31 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. PARTIES MARRIED IN COMMUNITY OF PROPERTY

If any person signing this Lease is married in community of property, they confirm that their spouse has consented to them signing this Lease.

30. CREDIT INFORMATION

- 30.1 The Tenant consents to and authorises the Landlord, the Agent and / or RentMaster to:
 - 30.1.1 contact, request and obtain information at any time and from any credit provider (or potential credit provider) or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant; and
 - 30.1.2 provide 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.

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31. ENTIRE AGREEMENT IN WRITING

- 31.1 No changes to this Lease will be valid unless reduced to writing and signed by both Parties.
- 31.2 The Landlord and the Tenant agree that this Lease contains everything agreed to between them.

32. LANDLORD'S HYPOTHEC

[Ask TPN:
168]

All items brought onto the Premises by the Tenant will serve as security for the Tenant's compliance with his obligations under this Lease. The Tenant may not give up his rights or possession of these items or remove them from the Premises.

33. RELAXATIONS OR INDULGENCES

If either Party for any reason chooses not to act against the other in the event of a breach of any provision of this Lease, such election not to act shall not constitute a waiver of any of the rights of such Party and such Party may still demand compliance with the provisions of this Lease at a later stage.

34. EFFECT OF INVALIDITY OF PROVISIONS

If any provision of this Lease becomes or is found to be unlawful, invalid or unenforceable, the rest of this Lease will not be affected and shall be severable from the provision in question (to the extent that it is invalid, unenforceable or unlawful) and the remaining provisions of this Lease shall remain in full force and effect.

35. SIGNATURE

- 35.1 This Lease shall be Signed in Writing.
- 35.2 If this Lease (or any part of it) is Signed by the Landlord and Tenant on different copies, it will be valid despite the fact that the Signatures of the Parties do not appear on a single document.

36. SURETYSHIP

[Ask TPN:
169]

- 36.1 If the Tenant is a body corporate, partnership, association, company, close corporation or trust, the trustees, partners, directors or members (as the case may be) warrant and accept to confirm in writing that they agree to be personally liable for any obligations of the Tenant under this Lease, together with the Tenant.
- 36.2 If the person Signing this Lease is not the Tenant, the person Signing confirms they have the right to do so and accepts liability jointly and severally with the Tenant as surety and co-principal debtor for any and all amounts which the Tenant may owe under this Lease.

37. MANAGING AGENT

- 37.1 The Tenant and the Landlord confirm that the Tenant was introduced to the Premises by the Agent referred to in item 1.1 of the schedule, and that the Agent was the only Effective Cause of the conclusion of this Lease.
- 37.2 The Agent is accordingly entitled to earn a commission on this Lease and any extension or renewal thereof.
- 37.3 The Agent is hereby authorised to deduct all commission from the monthly rental paid to the Landlord. The commission is not refundable. Should the Tenant fail to pay the Rental due to the Landlord, the Agent would be entitled to claim the commission directly from the Landlord.

38. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS

- 38.1 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.
- 38.2 During the subsistence of this Lease, the Tenant must 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

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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.

39. POTENTIAL SALE

If the Tenant signs a sale agreement with the Landlord at any time during the Initial Period of Lease, any renewal of the Lease or within 12 (Twelve) months after the Lease has come to an end, then the Agent shall be deemed to have been the reason that the sale took place and shall be entitled to payment by the Landlord of commission equal to a percentage of the selling price as set out in 1.27.

40. SPECIAL CONDITIONS

SIGNATORIES

FOR AND BEHALF OF THE LANDLORD:

DATED AT (place)	PRETORIA	ON	20
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LANDLORD

(on behalf of and duly authorised)

AS WITNESS (1)

AS WITNESS (2)

FOR AND BEHALF OF THE TENANT:

DATED AT (place)	ON	20
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TENANT

AS WITNESS (1)

Initial

(on behalf of and duly authorised)

AS WITNESS (2)

Initial