

- 9.3. The Landlord has no responsibility or liability towards the Tenant for any loss, theft or damage to the Tenant's household articles kept on the Premises.
- 9.4. Any temporary interruption in water or electricity supply that may cause the Tenant loss of beneficial occupation does not entitle the Tenant to cancel the lease agreement. The Landlord will also not be held liable for any loss, damage or inconvenience caused.
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10. LIABILITY & INDEMNITY

- 10.1. The Tenant indemnifies the Landlord for any loss or damage to property or injury to persons suffered on the Premises as a result of any act or omission by the Tenant or its occupants, guests, servants or agents.
- 10.2. The Tenant is liable for its own act and omissions, as well as that of its guests, servants or agents while they are on or in the Premises.
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11. CONSENT TO JURISDICTION OF THE MAGISTRATE'S COURT

- 11.1. The Landlord and Tenant agree to the jurisdiction of the Magistrate's Court, should any legal actions or proceedings relating to this agreement or breach thereof be instituted.
- 11.2. The Tenant will be liable for all costs incurred by the Landlord on an Attorney and Client scale, including collection commission.
- 11.3. A certificate signed by a director, secretary or agent of the Landlord, indicating the amount due and owing to the Landlord, will be sufficient and *prima facie* proof of the amount reflected thereon, for purposes of summary judgement or any other legal proceedings.
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12. DAMAGE/DESTRUCTION OF THE PREMISES

- 12.1. Should the Premises at any time during the lease be so damaged or destroyed that it deprives the Tenant of beneficial use and occupation of the Premises, this agreement will end, and both the Tenant and Landlord will only be liable for its obligations up to such date. Neither Party will have any further claim against each other.
- 12.2. Should the Premises at any time during the lease only be partially damaged, this agreement will remain in force and effect, and the Landlord will as soon as reasonably possible, repair the damage. The Tenant will be entitled to a reduction in the rental amount during such a period. Should a dispute arise about the reduction amount, an independent third party will be consulted to decide an appropriate and fair reduction. The Tenant must continue to pay the full rental amount until a reduction has been determined by the Landlord. After the reduction has been determined, the Landlord will credit the Tenant with such an amount as the Tenant has paid in excess of the reduced rent.
- 12.3. The Tenant will remain responsible for any damage or destruction caused to the Premises as a result of an act or negligence on part of the Tenant or any person who it's responsible for.

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