

## 16. LANDLORD'S TACIT HYPOTHEC


- 16.1. The Landlord has the right to use furniture and other goods brought onto the premises for use by the Tenant, as security for rental payments due. The Landlord can have these goods sold by the Sheriff of the Court to recover the unpaid rental.
  - 16.2. The Landlord and Tenant agree that the Landlord's hypothec over the goods brought onto the premises extends to secure all claims that the Landlord may have against the Tenant due to breach of any of the terms and conditions of this agreement.
  - 16.3. If the Tenant has vacated the premises following breach, the movable goods that are subject to the Landlord's hypothec and remain on the premises, may be moved and placed in storage by the Landlord, to allow a new tenant to move in.
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## 17. NOTICES

- 17.1. All notices to be given by either the Tenant or Landlord, must be hand delivered or sent by way of prepaid registered mail at the addresses reflected on the first page and which have been chosen as their *domicilium citandi et executandi*, to the Tenant at the Premises, and will be regarded to have been received after 4 (Four) days after posting by registered mail.
  - 17.2. A notice that was sent by registered mail, will be regarded to have been received within 7 (seven) business days from the date that it was posted. Hand delivered notices must be given to a responsible person during ordinary business hours at the addresses reflected on the first page, and will be regarded to have been received.
  - 17.3. The Tenant or Landlord must notify the other of any change to its *domicilium citandi et executandi*.
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## 18. GENERAL TERMS

- 18.1. No changes to this agreement will have any effect or be of force, unless it is agreed to in writing by both the Tenant and the Landlord.
- 18.2. This document represents all the agreed terms and conditions between the Landlord and Tenant, and neither has any right or remedy arising from an undertaking, warranty or representation that is not contained in this document.
- 18.3. Any relaxation or indulgence by either party in exercising any of its rights in terms of this agreement, does not mean that the right is waived or altered. Any single or partial exercise of any right doesn't preclude any other or future exercise thereof or the exercise of any other right under this agreement.
- 18.4. Headings have been inserted to the various clauses for ease of reference only, and are not to be taken into account when interpreting the terms of this agreement.
- 18.5. Words importing the singular also include the plural and the other way around. Words importing any one gender also include the other, and words importing persons also includes corporate entities.
- 18.6. This agreement may be signed in one or more counterparts and the signature of one copy by any other party, has the same effect as if that party signed the same document as the other party.

  
JPB