

# STUDENT LEASE AGREEMENT FOR ELLIS PARK STUDENT VILLAGE

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**Tenant Code:** \_\_\_\_\_

Initial

## Table of Contents

1. SCHEDULE .....	4
2. DEFINITIONS .....	7
3. INTERPRETATION .....	7
4. LEASE AGREEMENT .....	8
5. TERM OF LEASE AGREEMENT .....	8
6. LEASE PERIOD .....	8
7. USE OF THE PREMISES.....	8
8. HOUSE RULES .....	9
9. RENTAL.....	9
10. CHARGES BY SERVICE PROVIDERS .....	9
11. ADDITIONAL CHARGES PAYABLE BY THE TENANT .....	9
12. DEPOSIT .....	10
13. INSPECTION OF THE PREMISES .....	10
14. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD.....	10
15. GENERAL OBLIGATIONS OF THE TENANT .....	11
16. VISITORS OF THE TENANT .....	11
17. RELOCATION .....	12
18. JOINT AND SEVERAL LIABILITY .....	12
19. LIABILITY OF THE LANDLORD AND TENANT INDEMNITY .....	12
20. DESTRUCTION OF THE PREMISES .....	12
21. CANCELLATION OF THIS LEASE AGREEMENT BY THE TENANT BEFORE THE EXPIRY OF THE LEASE PERIOD.....	12
22. CANCELLATION OF THIS LEASE AGREEMENT BY THE LANDLORD .....	13
23. BREACH OF THIS LEASE AGREEMENT BY THE TENANT .....	13
24. BREACH OF THIS LEASE AGREEMENT BY THE LANDLORD .....	13
25. ACKNOWLEDGMENT AND RENUNCIATION .....	14
26. COSTS.....	14
27. LETTERS AND NOTICES .....	14
28. ELECTRONIC NOTICES.....	14
29. JURISDICTION OF THE MAGISTRATES' COURT / GOVERNING LAW.....	14
30. TENANTS WHO ARE FOREIGNERS .....	14
31. ALL OCCUPANTS OF THE PREMISES .....	15
32. REGULATORY COMPLIANCE .....	15
33. GENERAL PROVISIONS .....	15
34. LANDLORD'S HYPOTHEC.....	15
35. CERTIFICATE OF INDEBTEDNESS .....	16
36. SEVERABILITY .....	16
37. SIGNATURE .....	16
38. DEED OF SURETY .....	16

Initial

39. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS .....16

40. SUCCESSORS IN TITLE .....16

41. SPECIAL CONDITIONS .....16

Initial

## 1. SCHEDULE

1.1

The Landlord

Registration number / Identity number

1.2

Tenant Details

1.2.1

Name of Payor

Registration number / Identity number / Passport number of the Payor

1.2.2

Full Name of Occupant (if different from the Payor)

Identity number of Occupant

Additional Details of Occupant

Student Number	Institution	Course	Year of Study

1.3

The Premises

Building Block

Bed Number

### Payor Costs

1.4

The Rental (per month)

R

Payment method

Funding source

Bursary/ Scholarship Name

1.5

The Deposit Amount

Deposit must be paid before Lease Agreement is valid

Yes

No

1.6

The Lease Administration fee

R 700.00

Initial

**Banking Details****1.7 The Payor's nominated bank account**

Name of account holder	
Bank	
Bank branch	
Branch code	
Account number	
Reference	

**1.8 The Landlord's nominated bank account**

Name of account holder	Adowa Property Managers (Pty) Ltd.
Bank	The Standard Bank of South Africa Limited
Bank branch	Menlyn
Branch code	012345
Account number	301 597 553
Reference	

**Contact Details****1.9 The Landlord's contact details**

Physical address	210 Amarand Avenue, 3 <sup>rd</sup> Floor Spaces Building,
Physical address	Menlyn Maine, Waterkloof Glen Ext. 2, 0181
Work telephone	012 111 1630
Telefax	012 443 6401
Email	<a href="mailto:leasing@adowa.co.za">leasing@adowa.co.za</a>

**1.10 The Payor's contact details**

Physical Address	
Physical Address	
Postal	
Home telephone	
Work telephone	
Cellular Number (Payor)	
Cellular Number (Occupant)	

Initial

Email address (Payor)	
Email address (Occupant)	

1.11	Lease Period		months
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1.12	Lease Agreement commencement date	
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1.13	Lease Agreement Termination Date	
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1.14 Interest rate of 2% (Two Percent) per month on arrear Rental up to a maximum of 24% (Twenty Four percent) per annum

1.15	Declaration of Tenant regarding Direct Marketing (tick appropriate box):	
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1.16 Occupant Next of Kin contact details (other than Payor)

Full Name	
Relationship	
Address	
Home telephone	
Work telephone	
Cellular	
Email	

Initial
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## 2. DEFINITIONS

In this Lease Agreement, unless the context requires otherwise, the words below mean the following:

- 2.1. **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in South Africa;
- 2.2. **"CPA"** means the Consumer Protection Act 68 of 2008;
- 2.3. **"Deposit"** means the amount payable by the Tenant to the Landlord prior to the Tenant moving in to the Premises;
- 2.4. **"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;
- 2.5. **"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;
- 2.6. **"Landlord"** means the Party set out in item 1.1;
- 2.7. **"the / this Lease Agreement"** means this agreement together with all its Annexures and Schedules, as amended from time to time;
- 2.8. **"Lease Period"** means the term of this Lease Agreement, set out in item 1.11;
- 2.9. **"Material Breach"** means any breach of this Lease Agreement which:
  - 2.9.1. this Lease Agreement defines as a "Material Breach"; or
  - 2.9.2. has or is likely to have a serious financial or legal impact on either Party to this Lease Agreement; or
  - 2.9.3. 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; or
  - 2.9.4. is not remedied by the Party who is in breach within 5 (Five) Business Days of being asked to do so by the other Party; or
  - 2.9.5. happens more than once in any 3 (Three) Month period;
- 2.10. **"Month"** means a calendar month, commencing on the 1st (first) day of such a month and terminating on the last day of such month;
- 2.11. **"Parties"** means the Tenant and the Landlord and **"Party"** means either one of them, as the context may indicate;
- 2.12. **"Parent"** means biological parent or guardian even if the guardian is not the legally appointed guardian;
- 2.13. **"POPIA"** means the Protection of Personal Information Act 4 of 2013, once all of its sections are fully operational;
- 2.14. **"Personal Information"** has the meaning ascribed to it in section 1 of POPIA;
- 2.15. **"Premises"** means the premises set out in item 1.3;
- 2.16. **"Rental"** means the monthly rental payable by the Tenant to the Landlord for the rental of the Premises;
- 2.17. **"Rental Housing Act"** means the Rental Housing Act 50 of 1999;
- 2.18. **"Reside"** means to use the Premises as temporary or permanent shelter for a period of more than 48 hours concurrently;
- 2.19. **"Rules"** means any applicable House rules; including any amendments there to, as implemented from time to time;
- 2.20. **"Sign"** means a handwritten signature or advanced electronic signature as defined by the Electronic Communications and Transactions Act 25 of 2002;
- 2.21. **"Signature Date"** means the date of signature of this Lease Agreement by the last Party signing;
- 2.22. **"Smoking"** means the lighting of any tobacco products, including cigarettes and cigars marijuana, and the use of any smoking devices, including electronic cigarettes, vapes and the like;
- 2.23. **"South Africa"** means the Republic of South Africa, as constituted from time to time;
- 2.24. **"Specific Performance"** means the fulfilment of either Party's obligations in terms of this Lease Agreement;
- 2.25. **"Tenant"** means the Parties set out in item 1.2, being the Payor and/or Occupant;
- 2.26. **"Tenant Allocation"** means, basic service and network charges, meter service charges:
  - 2.26.1. in respect of electricity, the higher of R[ ] and [ ]KW; and
  - 2.26.2. in respect of water, the higher of R[ ] and [ ]L;
- 2.27. **"Termination Date"** means the date of termination of this Lease Agreement for any reason whatsoever, whether on the date set out in item 1.13, or on the date upon which this Lease Agreement is terminated or cancelled in accordance with its terms or any relevant legislation;
- 2.28. **"VAT"** means the value-added tax imposed in terms of the VAT Act 89 of 1991, including any similar tax which may be imposed in place thereof from time to time;
- 2.29. **"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.

## 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;

Initial

- 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
- 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 to the Tenant, and the Tenant hires the Premises from the Landlord, in terms of this Lease Agreement.

#### 5. TERM OF LEASE AGREEMENT

- 5.1. This Lease Agreement will endure for the Lease Period set out in item 1.11 and will start on the date set out in item 1.12 and terminate on the date set out in item 1.13, unless otherwise cancelled or terminated earlier in accordance with its terms.
- 5.2. The Tenant specifically acknowledges and agrees that, should he/she not be able to take occupation of the Premises on or before the date set out in item 1.12 as a result of:
  - 5.2.1. any circumstance that is beyond the control of the Landlord; or
  - 5.2.2. 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. LEASE PERIOD

- 6.1. The Lease Agreement will be effective for the duration of the Lease Period.
- 6.2. The Lease Agreement will automatically terminate, without the requirement for any notification at the end of the Lease Period.

#### 7. USE OF THE PREMISES

- 7.1. The Tenant will only use the Premises as a place of residence, and shall not be entitled to use the Premises for any other purpose whatsoever.
- 7.2. The Tenant acknowledges that they have satisfied themselves as to the suitability of the Premises for their purposes.
- 7.3. The Tenant shall not cause or permit any disorderly or criminal conduct of whatsoever nature upon the Premises, nor do or permit to be done any act, matter or thing in or on the Premises which shall constitute a noise, nuisance or any inconvenience to the neighbours, fellow occupants or any other persons or a criminal offence (including, for example but without limitation, the Tenant being in South Africa illegally).

Initial



- 7.4. The Premises and apartment shall only be occupied by the Tenant and by the other designated occupants.
- 7.5. The Tenant acknowledges that they may be sharing the Premises with other students that he/she may not know personally. The Tenant shall at all times conduct himself/herself in a manner that is sociable when interacting with other occupants and assist in creating an environment that is safe and conducive to learning. The Tenant furthermore, undertakes to take other occupants into consideration and respect the other occupants' rights, learning experience and occupancy itself.

## 8. HOUSE RULES

- 8.1. The Tenant undertakes to read and familiarise himself with the 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. The Tenant hereby agrees to be bound by the Rules and to ensure that all his or her guests or invitees at all times comply with the rules. 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 11.1.5.
- 8.2. A copy of the Rules is attached to this Lease Agreement as **Appendix A**.
- 8.3. In the event that there is any discrepancy between the Rules and any municipal bylaws, then the municipal by-laws shall take precedence over any Rules.

## 9. RENTAL

- 9.1. The Rental is the amount set out in item 1.4 and shall be paid in accordance with the Payment method set out in item 1.4.
- 9.2. The Landlord's nominated bank details are set out in item 1.7 of the Schedule.
- 9.3. The Tenant must:
- 9.3.1. ensure that the Rental clears the Landlord's nominated bank account by the 1st (First) day of every Month;
  - 9.3.2. confirm with the Landlord that payment has been received; and
  - 9.3.3. repay the Landlord for any bank charges resulting from any payment made by the Tenant to the Landlord.
- 9.4. All payments by the Tenant to the Landlord shall be made into the bank account of the Landlord by way of electronic funds transfer, free of exchange and bank charges and in full without any deduction or withholding in respect of tax or otherwise unless the deduction or withholding is required by law. If any deduction or withholding is required in respect of any sum payable by the Tenant to the Landlord, the Tenant shall increase the sum so that the net amount received by the Landlord after the deduction or withholding (and after the payment of any tax or additional tax which is due as a consequence of the increase) shall be equal to the amount which the Landlord would have been entitled to receive in the absence of any requirement to make that deduction or withholding.
- 9.5. The Tenant will be charged interest on any overdue Rental at the rate set out in item 1.14, calculated from the first day on which such Rental was due until the date of payment of such Rental by the Tenant in full.
- 9.6. The Rental cannot be reduced by the Tenant for any reason whatsoever.
- 9.7. The Landlord may, at any time during the subsistence of the Lease Agreement, or any subsequent renewal hereof, demand that the Tenant to authorise a Debit Order in respect of any payment due and owing in terms of the Lease Agreement and sign the applicable debit authorisation form to this effect.

## 10. CHARGES BY SERVICE PROVIDERS

The Landlord will, at its own costs, attend to any charges (plus VAT thereon) levied by service providers supplying services to the Premises, including:

- 10.1. electricity, basic service and network charges, meter service charges, not exceeding the Tenant Allocation,
- 10.2. electricity, basic service and network charges, meter service charges in respect of common areas charges in respect of consumption or estimated consumption;
- 10.3. water, including basic service and network charges, meter service charges, not exceeding the Tenant Allocation;
- 10.4. water, including basic service and network charges, meter service charges in respect of common areas and charges in respect of consumption or estimated consumption;
- 10.5. alarm system;
- 10.6. DSTV;
- 10.7. gas, sewerage, refuse removal and all utility charges, other than the levy imposed in respect of the Premises;
- 10.8. Internet;
- 10.9. garden and cleaning services; and
- 10.10. security.

## 11. ADDITIONAL CHARGES PAYABLE BY THE TENANT

- 11.1. Additional charges in the ordinary course
- 11.1.1. The Tenant shall be liable for the any electricity and water charges in excess of the Tenant Allocation.
  - 11.1.2. In addition to the charges by service providers contemplated in clause 11, the Tenant shall also be responsible for the following additional charges:

Initial

- 11.1.2.1. the Deposit, as set out in item 1.5;
- 11.1.2.2. the Lease Administration fee, as set out in item 1.6;
- 11.1.2.3. any interest, fees, cost or charges owed by the Tenant to the Landlord ("**Other Costs**").
- 11.1.3. The Tenant shall pay the Lease Administration Fee, on presentation of an invoice, simultaneously with the payment of the 1st (First) rental payment.
- 11.1.4. The Tenant shall make payment of the Deposit in accordance with clause 12.
- 11.1.5. The Tenant shall pay Other Costs on Written demand from the Landlord or the Landlord may deduct these Other Costs from the Deposit.
- 11.2. Additional charges in respect of destruction of Premises
  - 11.2.1. The Tenant shall be liable for the costs of any destruction or damage to the Premises or any property thereon caused by the Tenant or its visitors.
  - 11.2.2. The Tenant shall, where the responsible party cannot be determined, further be liable, jointly and severally with any other Tenants involved, for any destruction or damage to the Premises and any property or equipment in the common areas, including but limited to the kitchen, bathroom, study room, TV room, roof terrace and court yards.

## 12. DEPOSIT

- 12.1. This Deposit is the amount set out in item 1.5.
- 12.2. The Tenant will pay the Deposit by 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.
- 12.3. 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 within 14 (Fourteen) days of restoration of the Premises.
- 12.4. For the subsistence of this Lease Agreement, the Deposit at all times belongs to the Tenant and may only be utilised by the Landlord, as the case may be, upon termination of the Lease Agreement, in accordance with the provisions of any and all relevant legislation.
- 12.5. 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.
- 12.6. Should this Lease Agreement be subject to the suspensive condition set out in item 1.5, 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.
- 12.7. The Tenant hereby acknowledges and agrees that the Deposit set out in item 1.5, may be ceded to another duly authorised representative of the Landlord who has been mandated to collect Rental or any other amounts due and owing to the Landlord in terms of this Lease Agreement.

## 13. INSPECTION OF THE PREMISES

- 13.1. The Tenant and the Landlords representative will inspect the Premises together, before the Tenant takes occupation of the Premises, to determine whether there is any existing damage or defects to the Premises. Any damage and / or defect will be recorded in Writing, signed by the Landlords representative and the Tenant, and filed for record purposes by both parties. The Tenant, by way of this inspection, acknowledges that the Premises is fit for beneficial occupation.
- 13.2. The recording of any defect or damage in Writing does not constitute an acknowledgment by the Landlord to have the defect or damage remedied. The recording is simply an 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 or defect to the Premises after the inspection referred to in clause 13.1, the Tenant shall notify the Landlord, in Writing, of such damage or defect within 7 (Seven) days of the date of the discovery thereof. The Landlord shall supply the Tenant with a Written acknowledgment confirming that such damage or defects exist and shall be entitled to inspect such damage or defect with reasonable notice to the Tenant.
- 13.4. Within 2 (Two) weeks prior to the Termination Date, the Landlord 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. 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 any amount from the Deposit required 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. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD

- 14.1. The Landlord, their representatives 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.

Initial

- 14.2. The Tenant agrees to give the Landlord, their representatives and / or contractors access to the Premises for the purposes referred to in clause 14.1, provided that the Landlord gives the Tenant reasonable notice of the need for such access.
- 14.3. In the event that emergency work needs to be done at the Premises, the Tenant shall be required to give the Landlord, their representatives and / or contractors immediate access to the Premises.

## 15. GENERAL OBLIGATIONS OF THE TENANT

- 15.1. The Tenant must:
- 15.1.1. at his own cost look after the Premises and ensure that the Premises is kept clean and in good order and condition;
  - 15.1.2. regularly clean the inside of the Premises, including floor coverings and tiles;
  - 15.1.3. 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;
  - 15.1.4. respect the rights of use and enjoyment of neighbours, specifically with regards to noise and nuisance. The Tenant undertakes therefore, not to cause any disturbance on the Premises and shall take into account neighbours and other occupants at all times. Provisions relating to noise and nuisance on the Premises may also be contained in the Rules;
  - 15.1.5. 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;
  - 15.1.6. make payment of all amounts to which the Landlord is legally entitled as and when such amounts are due and payable;
  - 15.1.7. 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;
  - 15.1.8. return the keys to the Landlord by latest on the date and at the time set out in item 1.13;
  - 15.1.9. ensure that no Smoking occurs on the Premises. Should there be designated smoking areas, whether contained in the Rules or not or whether proclaimed by notice and signs or not, the Tenant shall only smoke in these designated sections of the property;
  - 15.1.10. ensure that no Smoking and used of marijuana occurs on the premises under any circumstances; and
  - 15.1.11. ensure that the Premises remains free from pests and will affect pest control on a regular basis, including fumigation and pest maintenance; provided that the Landlord does warrant that the Premises is pest free at the inception of the Lease Agreement.
- 15.2. The Tenant must not:
- 15.2.1. sublet the Premises or allow any third party to Reside in, or occupy the Premises without the prior Written consent of the Landlord;
  - 15.2.2. allow any refuse to accumulate inside or outside the Premises, other than in rubbish bins;
  - 15.2.3. make any structural changes or additions to the Premises;
  - 15.2.4. stick adhesive picture holders onto or into, or otherwise deface the walls of the Premises;
  - 15.2.5. drive nails or other objects into any portion of the Premises;
  - 15.2.6. paint the interior or exterior of the Premises without first obtaining the prior Written consent of the Landlord;
  - 15.2.7. 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;
  - 15.2.8. 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;
  - 15.2.9. hang or place any signs, notices or advertisements anywhere inside or outside the Premises without the prior Written consent of the Landlord;
  - 15.2.10. remove any of the Tenant's furniture or other movable property during the subsistence of this Lease Agreement, as such assets are subject to the Landlord's hypothec; or
  - 15.2.11. make any improvements to the Premises whatsoever.

## 16. VISITORS OF THE TENANT

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:

- 16.1. bringing to the attention of such visitors the relevant provisions of this Lease Agreement and / or the Rules;
- 16.2. requesting any person who is in breach of the provisions of this Lease Agreement and / or the Rules to immediately remedy such breach; and
- 16.3. 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;
- 16.4. allowing any visitors on the Premises without prior consent by the Landlord.

Initial

## 17. RELOCATION

The Landlord shall be entitled in its sole discretion from time to time, to relocate the Tenant to premises elsewhere in the building or in another building in the general area of the building, which in the opinion of the Landlord is reasonably comparable to the Premises. The Landlord shall give the Tenant 2 (Two) weeks written notice of such relocation and expenses associated with such relocation shall be borne by the Landlord.

## 18. JOINT AND SEVERAL LIABILITY

In the event that the Tenant consists of more than 1 (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.

## 19. LIABILITY OF THE LANDLORD AND TENANT INDEMNITY

- 19.1. The Landlord will not be held liable for any loss or damage suffered as a result of damage to property, bodily injury, death or illness, unless it occurred as a result of gross negligence on the part of the Landlord or as a result of contravention of any laws.
- 19.2. The Tenant indemnifies the Landlord and holds it harmless against any claims, actions, damages, liabilities or expenses in connection with damage to property, bodily injury, death or illness suffered by a Tenant or any of its Visitors, other than as contemplated in clause 19.1 above.
- 19.3. Should the Tenant suffer any loss as a result of a natural disaster, or any other incident beyond the control of the Landlord, it is hereby agreed that Tenant will, in no way be entitled to a claim for damages as a result of such incident from the Landlord.
- 19.4. 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.
- 19.5. In the event of a burglary to the Premises:
  - 19.5.1. 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.
  - 19.5.2. 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 theft.
- 19.6. The Landlord will not be held liable for any loss or damage suffered by the Tenant, its visitor's or any third party on the Premises.
- 19.7. The Tenant further indemnifies the Landlord and holds it harmless from any liability for the receipt or non-receipt of the delivery or non-delivery of goods, postal matter correspondence nor shall the Landlord be liable for anything which the Tenant or its visitor may have deposited or left in the Premises or any part of the building. All goods brought by the Tenant on the Premises or any part of the building shall be placed there at its sole risk and no responsibility whatsoever shall be undertaken by the Landlord.

## 20. DESTRUCTION OF THE PREMISES

If the building is destroyed during the Lease Period in such a manner to render the Premises partially or wholly untenable, in the sole opinion of the Landlord, then the Landlord shall use its reasonable endeavours to make an alternative unit available (provided that an alternative unit is available at that time) for the Tenant's accommodation, at the Tenant's expense, within a reasonable period after such destruction, failing which this Lease Agreement shall automatically terminate. If the building is only damaged or partially destroyed, but the Premises remain tenable in the sole opinion of the Landlord, then this Lease Agreement shall not terminate and the Tenant shall continue to pay the rent payable.

## 21. CANCELLATION OF THIS LEASE AGREEMENT BY THE TENANT BEFORE THE EXPIRY OF THE LEASE PERIOD

- 21.1. If the Tenant chooses to cancel this Lease Agreement prior to the expiry of the Lease Period for a reason other than a Material Breach of this Lease Agreement by the Landlord, then the following will apply:
  - 21.1.1. the Tenant shall give the Landlord at least 20 (Twenty) Business Days' Written notice of such cancellation; and
  - 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 up to the amount equivalent to 1 (one) month of rent as cited in item 1.4;
- 21.2. The factors that will be considered when determining the reasonable cancellation penalty contemplated in clause 21.1.2 will include:
  - 21.2.1. the amount of time left until the Lease Period is due to terminate;
  - 21.2.2. whether the Landlord is likely to find another tenant to replace the Tenant within a reasonable time; and
  - 21.2.3. whether the Tenant gave the Landlord 20 (Twenty) Business Days' Written notice.
- 21.3. If the Landlord, 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. The advertising costs and commission charged under this clause 21.3 may not be more than the reasonable cancellation penalty set out in clause 21.1.2.

Initial

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

- 22.1. The Landlord may in his sole discretion cancel this Lease Agreement on 1 (One) Months' Written notice if the Landlord intends to sell the Premises.
- 22.2. In the event that the Tenant is placed in breach of this Lease Agreement, the Landlord shall notify the Tenant of such breach and afford the Tenant 5 (Five) Business Days to remedy such breach.
- 22.3. If the breach is not remedied within 5 (Five) Business Days or the Tenant has committed its 3rd (Third) breach of the Lease Agreement, then the Landlord shall be entitled to cancel this Lease Agreement on 20 (Twenty) Business Days' notice to the Tenant. In such an event the Landlord's right to cancel in terms of this clause 22.2 shall exist regardless of whether the Tenant remedies such breach after the remedy period in respect of the 1<sup>st</sup> (First) breach or in respect of the 3<sup>rd</sup> (Third) breach, within the 5 (Five) Business Day remedy period.
- 22.4. The Landlord may cancel 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 becomes aware of the fact that the Tenant is conducting any form of criminal or illegal activity or has permitted any criminal or legal activity to be conducted on the Premises, or has contravened any law or by-law whatsoever or has permitted any law or by-law, 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 to be contravened.
- 22.5. In the event that the provisions of clause 22.4 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.
- 22.6. In the event that the Tenant provides the Landlord 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 cancel 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 and is a material representation made by the Tenant to the Landlord under this Lease Agreement.

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

- 23.1. The following shall constitute a breach of the Lease Agreement by the Tenant:
- 23.1.1. 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;
- 23.1.2. not complying with any provision of this Lease Agreement;
- 23.1.3. the insolvency or sequestration of the Tenant or any similar proceedings being commenced in respect of the Tenant; or
- 23.1.4. committing any action which the Landlord considers a Material Breach, in its sole discretion.
- 23.2. The provisions of Section 14 of the CPA shall apply to a breach by the Tenant. If the Tenant breaches a provision of this Lease Agreement and remains in breach of this Lease Agreement for a period of 20 (Twenty) Business Days after Written notice to remedy the 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 Agreement, or to cancel this Lease Agreement forthwith and without further notice claim all arrear Rental and / or any other damages from the Tenant.
- 23.3. Should this Lease Agreement 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.
- 23.4. If the Lease Agreement is cancelled as a result of a breach by the Tenant, then the Landlord shall be entitled to retain the deposit as pre-estimated damages to the extent allowed by South African law.
- 23.5. In the event of the Landlord cancelling this Lease Agreement, 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 Agreement, together with all other payments stipulated in this Lease Agreement, on the date that such payments are due, into the bank account provided for in this Lease Agreement. 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 clause 23.3 shall be deemed to be amounts paid by the Tenant for the damages suffered by the Landlord by reason of the cancellation 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.
- 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.

Initial

## 25. ACKNOWLEDGMENT AND RENUNCIATION

- 25.1. The Tenant confirms that:
- 25.1.1. he/she has read and understands the provisions of this Lease Agreement;
  - 25.1.2. all necessary clauses and items have been explained to him/her by the Landlord;
  - 25.1.3. he/she has been advised of all his/her rights in terms of this Lease Agreement and all relevant sections of the CPA; and
  - 25.1.4. he/she Signs this Lease Agreement freely and voluntarily.
- 25.2. The Tenant acknowledges that he/she has been free to secure independent legal and other advice as to the nature and effect of all the provisions of this Lease Agreement and that he/she has either taken such independent legal and other advice or dispensed with the necessity of doing so.
- 25.3. The Tenant hereby irrevocably waives and renounces all the benefits of the legal exceptions of *non numeratae pecuniae* (money not paid), *non-causa debiti* (no cause of debt), *errore calculi* (error in calculation), revision of accounts and no value received, with the full force and effects of the renunciation thereof. The Tenant confirms that he/she understands the effect of the renunciation contemplated in this clause 25.

## 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 must also pay any reasonable charges that the Landlord incurs due to late payments by the Tenant.

## 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 facsimile or email be deemed to have been received by the addressee 1 (One) calendar day after dispatch.
- 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 1.9; and
  - 27.2.2. For the Tenant, as set out in item 1.10.
- 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 1.9 and 1.10 (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 and the receipt of any documentation and the institution of any legal proceedings.

## 28. ELECTRONIC NOTICES

- 28.1. The Tenant acknowledges and accepts that the Landlord may be from time to time send a reminder notices and/or notices pertaining to the Tenants obligation in terms of this Lease Agreement by way of a SMS or Whatsapp notice.
- 28.2. The Tenant acknowledges and accepts that the Landlord shall be entitled to recover the costs of SMS or Whatsapp notices from the Tenant.
- 28.3. In an effort to ensure that the Tenant receives such SMS or Whatsapp notice, the Tenant undertakes to immediately notify the Landlord of any changes in is cellular telephone number.

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

- 29.1. This Lease Agreement is governed by South African law.
- 29.2. 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.
- 29.3. 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 Agreement.

## 30. TENANTS WHO ARE FOREIGNERS

- 30.1. If the Tenant is not a citizen or permanent resident of South Africa, he/she confirms that he/she:
- 30.1.1. is not in the country in contravention of the Immigration Act 13 of 2002; and
  - 30.1.2. he/she has permission to be in the country for the duration of this Lease Agreement.

Initial



- 30.2. It is the Tenant's sole responsibility to comply with the provisions of this clause 30 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 30.
- 30.3. Should the Tenant be any of:
- 30.3.1. a foreign state for the purposes of the Foreign States Immunities Act, Act 87 of 1981; or
- 30.3.2. a diplomatic agent for the purposes of the Vienna Convention on Diplomatic Relations, 1961; or
- 30.3.3. 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/she does not enjoy immunity in respect of any proceedings in terms of this Lease Agreement in accordance with relevant provisions of the applicable legislation.

### 31. ALL OCCUPANTS OF THE PREMISES

The Tenant confirms that the details of all occupants of the Premises 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 19 of 1998 should it, at some stage become necessary to institute eviction proceedings.

### 32. REGULATORY COMPLIANCE

- 32.1. The Tenant consents to and authorises the Landlord to:
- 32.1.1. contact, request and obtain any 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;
- 32.1.2. 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;
- 32.1.3. share the Tenant's Personal Information with TPN Group (Pty) Ltd (or any other third party service provider) for purposes of creating an online database containing information regarding behaviour, profile and creditworthiness of prospective tenants (or for any other purpose whatsoever as determined by the Landlord);
- 32.1.4. share the Tenant's Personal Information with third parties and/or third party service provider; and
- 32.1.5. store the Tenant's Personal Information indefinitely unless the Tenant objects, in which case the Landlord will only store the Personal Information if it is entitled or obliged to do so in terms of applicable law.
- 32.2. The Tenant acknowledges that the Landlord will collect, use and process the Tenant's Personal Information for the purpose of:
- 32.2.1. the Application Process and entering into this Lease Agreement;
- 32.2.2. performing their obligations in connection with this Lease Agreement;
- 32.2.3. pursuing their legitimate interests under this Lease Agreement; and
- 32.2.4. the general administration of the relationship between Parties.
- 32.3. The Tenant agrees to give (where applicable) honest, accurate and current information about the Tenant to the Landlord and to maintain and update such information when necessary.
- 32.4. The Tenant hereby indemnifies and holds the Landlord harmless from any loss, damages or injury that the Tenant may incur as a result of any unintentional disclosures of, or access to, the Tenant's Personal Information to unauthorised persons or the provision of incorrect or incomplete personal information to the Landlord.
- 32.5. Should the Tenant believe that the Landlord has utilised the Tenant's Personal Information contrary to applicable law, the Tenant shall first resolve any concerns with the Landlord. If the Tenant is not satisfied with such process, the Tenant has the right to lodge a complaint with the Information Regulator, whose contact details are available at <https://www.justice.gov.za/inforeg/>.

### 33. GENERAL PROVISIONS

- 33.1. 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.
- 33.2. The Landlord and the Tenant agree that this Lease Agreement is the whole agreement between the Parties in regard to its subject matter.
- 33.3. 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.
- 33.4. No indulgences 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.

### 34. LANDLORD'S HYPOTHEC

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.

Initial

#### 35. CERTIFICATE OF INDEBTEDNESS

In any legal action instituted by the Landlord against the Tenant, a certificate, letter or document signed by or on behalf of the Landlord (whose authority, qualifications and appointment need not be proved) - confirming the amount of the Tenant's liability shall together with this document be *prima facie* proof of the amount being owed to the Landlord by the Tenant.

#### 36. 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.

#### 37. SIGNATURE

- 37.1. This Lease Agreement shall be Signed in Writing.
- 37.2. This Lease Agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.
- 37.3. This Lease Agreement shall be validly executed once signed by the Landlord and one of the Tenant's and shall remain valid notwithstanding that the other Tenant or witnesses have not signed.

#### 38. DEED OF SURETY

The Landlord may require the Parent, spouse or any other third party related to the Tenant 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.

#### 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. SUCCESSORS IN TITLE

The Landlord shall be entitled to dispose of the Premises or cede its rights and obligations in respect of this Lease Agreement to a related 3<sup>rd</sup> (Third) party during the Lease Period, in which event this Lease Agreement will then apply between the purchaser or related 3<sup>rd</sup> (Third) party, as Landlord, and the Tenant, as Tenant. The sale of the Premises (or cession of rights & obligations) by the Landlord during the Lease Period shall not entitle the Tenant to resale from the lease or to claim damages as a result thereof and this Lease Agreement will then apply between the purchaser of the Premises or the building, as Landlord, and the Tenant, as Tenant. The Tenant shall not be entitled to dispose, cede or otherwise transfer its rights and obligations in respect of this Lease Agreement.

#### 41. SPECIAL CONDITIONS


Initial



## SIGNATORIES

### LANDLORD

DATED AT (place)

ON

20

LANDLORD

(on behalf of and duly authorised)

### TENANT

DATED AT (place)

ON

20

OCCUPANT

(on behalf of and duly authorised)

PAYOR / PARENT

(on behalf of and duly authorised)

Initial