

RESIDENTIAL LEASE AGREEMENT

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Sample

1. SCHEDULE

1.1 The Agent Not applicable

1.2 The Landlord

Registration number

VAT registration number

1.3 Name of Tenant(s) Identity number(s) Registration Number(s)

VAT registration number(s)

1.4 The Premises

1.5 Parking bay number(s)

1.6 Smoking or Non-smoking Unit

1.7 Pets Allowed

Tenants Costs

1.8 The Rental

Payment method

1.9 The Deposit

Interest on Deposit to accrue to the Agent Not Applicable

Deposit must be paid before Lease Agreement is valid Yes X No

1.10 Parking fees

1.11 The Lease Agreement administration fee

1.12 The credit check fee

1.13 Rental Escalation % per annum, alternatively
% increase applicable for the duration of the second year of the initial period
% increase applicable for the duration of the third year of the initial period

Initial

1.14 The Tenant's nominated bank account

Name of account Holder

Bank

Bank branch

Branch code

Account number

Reference

1.15 The Landlord's nominated bank account

Name of account holder

Bank

Bank branch

Branch code

Account number

Reference

1.16 The Landlord's contact details

Physical

Postal

Telephone

Telefax

Email

1.17 The Tenant's contact details

Physical

Postal

Home telephone

Work telephone

Cellular

Telefax

Email

Initial

1.18 The Additional Occupant(s) contact details

Physical

Postal

Home telephone

Work telephone

Cellular

Telefax

Email

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

1.20 Initial Period is 36

Months
In the event that the duration of the initial period exceeds 24 months the Leaseholder hereby expressly agrees to such longer period and confirms that there is sufficient demonstrable financial benefit for such extension in not having to incur relocation costs after 24 months.

1.21 Lease Agreement commencement date

1.22 Lease Agreement termination date

1.23 Key return date Not Applicable

1.24 Declaration of Tenant regarding Direct Marketing Not Applicable

1.25 Maximum Additional Occupants and Permanent Vehicles

Maximum Additional Occupants

Make and Registration of Permanent Vehicles

Name of Additional Occupant(s) Identity Number(s)

1.26 Maximum cancellation penalty not less than one Month/s but not more than two Months' Rental

Initial

2. DEFINITIONS

- 2.1. In this Lease Agreement, unless the context requires otherwise, the words below mean the following:
- 2.2. **"Agent"** means the party set out in item 1.1;
- 2.3. **"Body Corporate"** means any body corporate or home owners' association applicable to the Premises;
- 2.4. **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in South Africa;
- 2.5. **"CPA"** means the Consumer Protection Act 68 of 2008 as amended from time to time;
- 2.6. **"Deposit"** means the amount payable by the Tenant to the Landlord prior to the Tenant moving in to the Premises;
- 2.7. **"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;
- 2.8. **"EAAA"** means the Estate Agency Affairs Act 112 of 1976;
- 2.9. **"EAAB"** means the Estate Agency Affairs Board, as established in terms of the EAAA;
- 2.10. **"Effective Cause"** means the main reason for the Tenant entering into this Lease Agreement;
- 2.11. **"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;
- 2.12. **"Initial Period"** means the term of this Lease Agreement, excluding any renewal periods, set out in item 1.20;
- 2.13. **"Landlord"** means the Party set out in item 1.2;
- 2.14. **"the / this Lease Agreement"** means this agreement together with all its Annexures and Schedules, as amended from time to time;
- 2.15. **"Material Breach"** means any breach of this Lease Agreement which:
- 2.15.1. this Lease Agreement defines as a "Material Breach";
- 2.15.2. has or is likely to have a serious financial or legal impact on either Party to this Lease Agreement;
- 2.15.3. has or is likely to have a serious impact on the ability of either Party to this Lease Agreement to enjoy its rights under this Lease Agreement;
- 2.15.4. is not remedied by the Party who is in breach within 20 (Twenty) Business Days of being asked to do so by the other Party;
- 2.15.5. or which happens more than once in any 3 (Three) Month period.
- 2.16. **"Month"** means a calendar month, commencing on the 1st (first) day of such a month and terminating on the last day of such month.
- 2.17. **"Additional Occupant(s)"** means the Party(ies) set out in item 1.25;
- 2.18. **"Parties"** means the Tenant and the Landlord and **"Party"** means either one of them, as the context may indicate;
- 2.19. **"POPIA"** means the Protection of Personal Information Act 4 of 2013, once all of its sections are fully operational and as amended from time to time;
- 2.20. **"Personal Information"** has the meaning ascribed to it in section 1 of POPIA;
- 2.21. **"Premises"** means the premises set out in item 1.4 and the parking bays set out in item 1.5;
- 2.22. **"Rental"** means the monthly rental payable by the Tenant to the Landlord for the rental of the Premises;
- 2.23. **"Rental Housing Act"** means the Rental Housing Act 50 of 1999 as amended from time to time;
- 2.24. **"Rules"** means any applicable Body Corporate and / or house rules; including any amendments there to, as implemented from time to time;
- 2.25. **"Sign"** means a handwritten signature or advanced electronic signature as defined by the Electronic Communications and Transactions Act 25 of 2002 as amended from time to time.
- 2.26. **"Signature Date"** means the date of signature of this Lease by the last Party signing;
- 2.27. **"Smoking"** means the lighting of any tobacco products, including cigarettes and cigars, and the use of any smoking devices, including electronic cigarettes, vapes and the like;
- 2.28. **"South Africa"** means the Republic of South Africa, as constituted from time to time;
- 2.29. **"Specific Performance"** means the fulfilment of either Party's obligations in terms of this Lease Agreement;
- 2.30. **"Tenant(s)"** means the Party(ies) set out in item 1.3

- 2.31. **“Termination Date”** means the date of termination of this Lease Agreement for any reason whatsoever, whether on the date set out in item 1.22, or on the date upon which this Lease Agreement is terminated or cancelled in accordance with its terms or any relevant legislation;
- 2.32. **“VAT Act”** means the Value-added Tax Act 89 of 1991 as amended from time to time;
- 2.33. **“VAT”** means the value-added tax imposed in terms of the VAT Act, including any similar tax which may be imposed in place thereof from time to time;
- 2.34. **“Vehicles”** means a mobile machine that transports people or cargo including wagons, bicycles, motor vehicles, watercraft and trailers; and
- 2.35. **“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;
- 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 Cape Town 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. The Tenant and Additional Occupant(s) specifically acknowledge and agrees that, should either of them not be able to take occupation of the Premises on or before the date set out in item 1.21 as a result of:
- 5.1.1. any circumstance that is beyond the control of the Landlord; or
- 5.1.2. 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/or Additional Occupant(s) and the Tenant and/or Additional Occupant(s) shall have no claim whatsoever against the Landlord.

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6. CONTINUATION OF LEASE AGREEMENT

- 6.1. Upon termination of the Initial Period, this Lease Agreement will automatically continue on a Month-to-Month basis, subject to the provisions of clause 7, 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 Agreement 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.
- 6.2. In the event that the provisions of clause 6.1.2 apply, then:
 - 6.2.1. should the Parties agree to renew or extend the Lease Agreement and not to alter any other terms of the Lease Agreement, then the Parties will sign an addendum specifying the further fixed-term period applicable, which addendum will be attached to the Lease Agreement as an annexure; or
 - 6.2.2. should the Parties, by agreement, seek to alter any other terms of the Lease Agreement other than by extending the fixed-term period of the Lease Agreement, then the Lease Agreement will be deemed to have terminated on expiry of the Initial Period and the Parties will conclude a new Lease Agreement.
- 6.3. If this Lease Agreement continues on a Month-to-Month basis in terms of clause 6.1, either Party shall be entitled to terminate this Lease Agreement without reason or penalty at any time, provided that they give the other Party a calendar Month's written notice of such termination.
- 6.4. Should this Lease Agreement continue on a Month-to-Month basis, the provisions of Section 14 of the CPA will no longer apply to this Lease Agreement

7. NOTIFICATION OF TERMINATION OF LEASE AGREEMENT

- 7.1. In order to convey to the Tenant the Landlord's decision whether to allow the continuance 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 and if it so chooses, a proposal of revised terms for a further fixed term period after the termination of the Initial Period; and
 - 7.1.3. the fact that this Lease Agreement will automatically continue on a Month-to-Month basis upon expiry of the Initial Period, unless 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 Agreement to terminate on the expiry of the Initial Period, or that the Tenant wants to extend the Lease for a further fixed-term period which extension is subject to acceptance by the Landlord and in accordance with the offer made by the landlord in terms of section 7.1.2, which acceptance shall not be unreasonably withheld, and in which case the provisions of clause 6.2 will apply.
- 7.2. Should the Tenant accept the Landlord's proposal for the further fixed term period, then the Parties must affect 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 Agreement 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 and Additional Occupant(s) 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

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

10. RENTAL

- 10.1. The Rental is the amount set out in item 1.8, and shall be paid in accordance with the Payment method set out in item 1.8.
- 10.2. The Landlord's nominated bank details are set out in item 1.15.
- 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; and

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- 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 the rate set out in item 1.19 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 set out in item 1.13.
- 10.7. The Landlord may, at any time during the subsistence of the Lease Agreement, or any subsequent renewal hereof, demand that the Tenant authorise a debit order in respect of any payment due and owing in terms of the Lease Agreement, and sign the applicable debit authorisation form to this effect.

11. CHARGES BY SERVICE PROVIDERS

- 11.1. The Tenant must repay the Landlord all amounts paid by the Landlord in respect of charges (plus VAT thereon) levied by service providers supplying services to the Premises, including:
- 11.1.1. electricity, including basic service and network charges, meter service charges, common area charges and charges in respect of consumption or estimated consumption;
- 11.1.2. water, including basic service and network charges, meter service charges, common area charges and charges in respect of consumption or estimated consumption; and
- 11.1.3. sewerage, refuse removal and all utility charges.
- 11.2. The Tenant shall pay the charges contemplated in clause 11.1 to the Landlord / Agent, on presentation of invoice, simultaneously with the payment of the Rental.
- 11.3. If the Tenant arranges for any service provider to supply a service to the Premises, the Leaseholder must pay the service provider directly.
- 11.4. If the Tenant does not repay the Landlord any amount which the Landlord pays in terms of clause 11.1 or if the Landlord pays a service provider directly for any amount which is due and owing by the Tenant, the Landlord shall be entitled, in its discretion, to deduct such amount paid by the Landlord from the Deposit or to claim such amount from the Tenant.
- 11.5. Any failure by the Tenant to timeously pay any amount due by it to a service provider or to the Landlord shall constitute a Material Breach of this Lease Agreement.
- 11.6. If the rates and / or taxes in respect of the Premises increase at any time during the subsistence of this Lease Agreement, the Landlord shall be entitled to increase the Rental to accommodate such increase in the rates and / or taxes.
- 11.7. Where prepaid meters are installed for the provision of water, electricity and other utilities, the Tenant is responsible for purchasing the utilities required for their household.

12. ADDITIONAL CHARGES PAYABLE BY THE TENANT

- 12.1. In addition to the charges by service providers contemplated in clause 11, the Tenant shall also be responsible for the following additional charges:
- 12.1.1. The Lease Agreement administration fee set out in item 1.11; and
- 12.1.2. The Credit check fee set out in item 1.12.
- 12.2. The Tenant shall make payment of the charges referred to in clause 12.1 to the Landlord / Agent, on presentation of an offer to lease, simultaneously with the payment of the 1st (First) Rental.
- 12.3. In the event of the termination / cancellation of this Lease Agreement, and in the event that the Parties agree to reinstate and / or conclude an addendum to this Lease Agreement, the Tenant hereby agrees to the Landlord conducting a further credit check and agrees to be liable for all credit check fees.

13. DEPOSIT

- 13.1. This Deposit is the amount referred to in item 1.9.
- 13.2. The Tenant will pay the Deposit on the Signature Date. When this Lease Agreement terminates, the Landlord may use the Deposit, together with any interest accumulated thereon, to pay all amounts which the Tenant is liable for in terms of this Lease Agreement, including the reasonable costs of repairing any damage caused to the Premises as contemplated in clause 14.4, the cost of replacing lost keys, any arrear Rental that was not paid by the Tenant and any other outstanding amounts for which the Tenant is liable under this Lease Agreement.
- 13.3. The Deposit will be placed in an interest-bearing account with a financial institution. When this Lease Agreement terminates, after deducting any amounts owed by the Tenant in terms of any provision of this Lease Agreement the Landlord shall pay any remainder of the Deposit to the Tenant, together with any interest accrued thereon at the applicable rate, within 14 (Fourteen) days of restoration of the Premises.
- 13.4. If the Deposit is paid to the Agent and not to the Landlord, the Agent will invest the Deposit in accordance with the provisions of the EAAA.
- 13.5. Any interest earned on the Deposit will be paid out in the manner set out in item 1.9, as read with the provisions of the EAAA. For the subsistence of this Lease Agreement, the Deposit at all times belongs to the Tenant and may only be utilised by the

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Landlord or Agent, as the case may be, upon termination of the Lease Agreement, in accordance with the provisions of any and all relevant legislation.

- 13.6. If, during the subsistence of the Lease Agreement (including the Initial Period, any fixed-term renewal period, or where the Lease Agreement continues on a Month-to-Month basis) there is any increase in the Rental, the Tenant shall be required to supplement the Deposit to ensure that the Deposit is proportionate to the increased Rental.
- 13.7. The Tenant is not permitted to request the Landlord to use the Deposit to cover any Rental which the Leaseholder owes at any time during the subsistence of the Lease Agreement.
- 13.8. Should this Lease Agreement be subject to the suspensive condition set out in item 1.9, the Lease Agreement shall commence upon payment of the Deposit. Should the Tenant fail to pay the Deposit by the due date, this Lease Agreement shall be of no force and effect and neither Party shall have any claim whatsoever against the other Party.
- 13.9. The Tenant hereby acknowledges and agrees that the Deposit set out in item 1.9, may be ceded to has been mandated to collect Rental or any other amounts due and owing to the Landlord in terms of this Lease Agreement.

14. INSPECTION OF THE PREMISES

- 14.1. The Tenant and either the Landlord's duly authorised representative or the Agent (as the case may be) will inspect the Premises together, before the Tenant and Additional Occupant(s) 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 Landlord's duly authorised representative or the Agent (as the case may be) and the Tenant, and attached as an Annexure to this Lease Agreement. The Tenant, by way of this inspection, acknowledges that the Premises is fit for beneficial occupation.
- 14.2. The recordal of any defect or damage in Writing does not constitute an acknowledgment by the Landlord to have the defect or damage remedied. The recordal is simply an acknowledgment that that defect or damage exists, and that the defect or damage was not caused by the Tenant.
- 14.3. If the Tenant discovers any damage or defect to the Premises after the inspection referred to in clause 14.1, the Tenant shall notify the Landlord, in Writing, within 7 (Seven) days of taking occupation, of such damage or defect. 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.
- 14.4. Within 3 (Three) days prior to the Termination Date, either the Landlord's duly authorised representative 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 Agreement (including any renewal periods). If the Tenant fails to attend the inspection, the Landlord's duly authorised representative 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 Agreement.
- 14.5. The parties agree that no inspection shall be required in instances where an existing Lease Agreement is simply being renewed or rolled over.
- 14.6. The Landlord shall be entitled to:
 - 14.6.1. deduct any amount from the Deposit, together with any interest accumulated thereon, required to repair any damage caused to the Premises; and
 - 14.6.2. charge the Tenant for any amount over and above the combined value of the Deposit and interest, if the cost of repairing the damage amounts to more than the total amount of the Deposit and accumulated interest .

15. MAINTENANCE AND REPAIR WORK

- 15.1. The Tenant must timeously complete any repair work for which he is responsible under this Lease Agreement. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of such work from the Tenant.
- 15.2. If the Tenant discovers that maintenance or repair work needs to be done which the Tenant is not responsible for in terms of this Lease Agreement, the Tenant shall inform the Landlord, via its dedicated Call Centre , as soon as is reasonably possible after he learns that such work needs to be done. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of any such work from the Tenant.
- 15.3. The Tenant(s) must:
 - 15.3.1. ensure that the Premises is kept in a clean and good condition including any tiling or carpeting (if any);
 - 15.3.2. maintain all, interior windows, keys, locks, doors, and replace any light bulbs in the Premises;
 - 15.3.3. ensure, to the best of their ability, that any blockage and/or obstruction in the relevant drains, sewage and/or water pipes in the Premises are removed timeously;
- 15.4. return the Premises to the Landlord at the termination of this Lease Agreement, fair wear and tear excepted, in the same order and condition it was received.
- 15.5. The Landlord shall maintain, in good condition, fair wear and tear excepted, the exterior of the Premises, including the roof, gutters and drain pipes, as well as plumbing and electrical issues inside of the unit.
- 15.6. The Landlord shall attend to the structural maintenance of the Premises, including the repair and maintenance of external walls, doors and windows, however the Tenants(s) and/or Additional Occupant(s) shall be responsible for any damage caused for the duration of the Lease Period.

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- 15.7. The Tenant and/or Additional Occupant(s) may not make any improvements, alterations or additions to the Premises without the prior written approval of the Landlord.

16. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD

- 16.1. The Landlord, the Agent and their agents and / or contractors may require access to the Premises from time to time in order to inspect the Premises, or to make repairs, alterations, additions, modifications or improvements to the Premises.
- 16.2. The Tenant and/or Additional Occupant(s) agree to give the Landlord, the Landlord's authorised representatives and their agents and / or contractors access to the Premises for the purposes referred to in clause 16.1, provided that the Landlord or Agent (as the case may be) gives the Tenant and/or Additional Occupant(s) reasonable notice of the need for such access, and in this instance reasonable notice shall be deemed to have been provided to the Tenant and/or Additional Occupant(s) if given either telephonically or via email at least 24 hours before such access is required which will then be granted to the Landlord, the Landlord's authorised representatives and their agents and / or contractors during normal business hours.
- 16.3. In the event that emergency work needs to be done at the Premises, the Tenant and/or Additional Occupant(s) shall be required to give the Landlord, the Agent, its agents and / or contractors immediate access to the Premises.

17. GENERAL OBLIGATIONS OF THE THE TENANT

- 17.1. The Tenant shall at all times comply with the House Rules and regulations as are laid down in writing by the Landlord, including but without limitation, House Rules pertaining to the security of the Premises and the protection of persons and property therein, including but without limitation, any rules for the control and identification of persons and vehicles entering the Premises or any parts thereof. Failure to adhere to the House Rules as aforesaid will constitute a breach of this Lease Agreement which will result in the associated legal steps being instituted.

18. VISITORS OF THE TENANT

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

19. JOINT AND SEVERAL LIABILITY

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

20. LIABILITY OF THE PARTIES

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

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

- 21.1. If the Tenant chooses to cancel this Lease Agreement prior to one year having passed in terms of the lease, 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 as stated in item 1.26.

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- 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 Initial Period is due to terminate;
- 21.2.2. whether the Landlord is likely to find another Tenant and (s) to replace the Tenant and(s) within a reasonable time; and
- 21.2.3. whether the Tenant agrees this is a fair and reasonable cancellation penalty.
- 21.3. Notwithstanding the provisions of the CPA, either party shall be entitled for the duration of the lease agreement, but only after a period of one year from the lease commencement date has passed, to terminate this Lease Agreement on three calendar month's written notice for any reason whatsoever. The Tenant and/or Additional Occupant(s) shall not have any claim against the Landlord whatsoever either for damages or otherwise, in consequence of or by reason of any deprivation of beneficial occupation or use of the Premises.

22. CANCELLATION OF THIS LEASE AGREEMENT BY THE LANDLORD

- 22.1. The Landlord may in its sole discretion cancel this Lease Agreement on 1 (One) Months' Written notice in the following circumstances:
- 22.1.1. the Landlord intends redeveloping the Premises; or
- 22.1.2. the Landlord sells the Premises.
- 22.2. The Landlord shall have the right and be entitled to require the Tenant and Additional Occupant(s) to transfer from the Premises to an alternative premises owned by the Landlord if and when the Landlord considers the circumstances to render such transfer necessary or desirable, including but not limited to an upgrading, refurbishing and/or redevelopment of the Premises. Failure by the Tenant and/or Additional Occupant(s) to move to such alternative Premises when instructed by the Landlord to do so shall constitute a material breach of this Lease Agreement by the Tenant), and shall entitle the Landlord to cancel this Lease Agreement should the aforesaid breach fail to be remedied as provided for herein, and the Tenant and/or Additional Occupant(s) shall not be entitled to claim damages from the Landlord by reason of such cancellation.
- 22.3. The Landlord may cancel this Lease Agreement with immediate effect and may demand that the Tenant and/or Additional Occupant(s) vacate the Premises immediately and, in any event, within a period of no more than 24 (Twenty Four) hours in the event that the Landlord, the Agent or the Body Corporate become aware of the fact that the Tenant and/or Additional Occupant(s) are conducting any form of criminal or illegal activity, or has contravened any law or by-law whatsoever, including the Criminal Procedure Act 51 of 1977, the Counterfeit Goods Act 37 of 1997 and the Treatment of Substance Abuse Act 70 of 2008.
- 22.4. In the event that the provisions of clause 22.3 apply, the Landlord shall not be obliged to prove the criminal or illegal activity in question, but shall be required to report such activity to the South African Police Service or other applicable body, which reporting may be done anonymously; provided that there is no obligation on the Landlord to prove such reporting to the Tenant and/or Additional Occupant(s) or any third party.
- 22.5. In the event that the Tenant and/or Additional Occupant(s) provide the Landlord or the Agent 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.
- 22.6. Notwithstanding the provisions of the CPA, either party shall be entitled for the duration of the lease agreement, but only after a period of one year from the lease commencement date has passed, to terminate this Lease Agreement on three calendar month's written notice for whatsoever reason. The Tenant and/or Additional Occupant(s) shall not have any claim against the Landlord whatsoever either for damages or otherwise, in consequence of or by reason of any deprivation of beneficial occupation or use of the Premises.

23. BREACH OF THIS LEASE AGREEMENT BY THE TENANT/ADDITIONAL OCCUPANTS

- 23.1. In the event of the Tenant not paying the Rental or any other monies due in terms of this Lease Agreement on the date upon which such monies are due and payable, or in the event of the Tenant and/or Additional Occupant(s) committing any other breach in terms of this Lease Agreement then:
- 23.1.1. should the provisions of Section 14 of the CPA apply to this Lease Agreement and the Tenant and/or Additional Occupant(s) remain in breach of any of the terms of this Lease Agreement for a period of 20 (Twenty) Business Days after despatch of a Written notice calling upon the Tenant and/or Additional Occupant(s) to remedy such breach; or
- 23.1.2. should the Lease Agreement continue on a Month-to-Month basis in accordance with the provisions of clause 6.1, and the provisions of Section 14 of the CPA accordingly not apply to this Lease Agreement, and the Tenant and/or Additional Occupant(s) remain in breach of any of the terms of this Lease Agreement for a period of 7 (Seven) calendar days after dispatch of a Written notice calling upon the Tenant and/or Additional Occupant(s) to remedy such breach; then the Landlord shall be entitled, in his sole discretion and without prejudice to any other rights that he may have in law, to either claim specific performance in terms of this Lease Agreement, or to cancel this Lease Agreement forthwith and without further notice claim all arrear Rental and / or any other damages from the Tenant.
- 23.2. Should this Lease Agreement be cancelled by the Landlord for any reason whatsoever, the Tenant and/or Additional Occupant(s) and all other persons occupying the Premises through and / or under them shall immediately vacate the Premises and allow the Landlord to take occupation thereof.

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- 23.3. In the event of the Landlord cancelling this Lease Agreement, and in the event of the Tenant and/or Additional Occupant(s) 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 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 Agreement.
- 24.2. The Tenant may also cancel this Lease Agreement, without penalty, if the Landlord does not remedy the Material Breach within 20 (Twenty) Business Days of notification being sent to the Landlord in Writing instructing the Landlord to do so.

25. ACKNOWLEDGMENT BY THE TENANT(S)

- 25.1. The Tenant (s) confirm that:
- 25.1.1. This agreement is a lease agreement and they have no expectation that the property will be sold to them at any future date, nor will this lease agreement constitute the basis of any deed of sale between the parties whatsoever;;
 - 25.1.2. they have read and understand the provisions of this Lease Agreement;
 - 25.1.3. all necessary clauses have been explained to them by the Landlord and / or the Agent;
 - 25.1.4. they have been advised of all their rights in terms of this Lease Agreement and all relevant sections of the CPA;
 - 25.1.5. they Sign this Lease Agreement freely and voluntarily.

26. COSTS

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

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 1.16;
 - 27.2.2. For the Tenant, as set out in item 1.17; and
 - 27.2.3. For the Additional Occupant(s), as set out in item 1.18.
- 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 1.16 and 1.17 (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. JURISDICTION OF THE MAGISTRATES' COURT / GOVERNING LAW

- 28.1. This Lease Agreement is governed by South African law.
- 28.2. Not limiting the jurisdiction that any other court may have, the Parties consent in terms of section 45 of the Magistrates' Courts Act 32 of 1944 (or any similar section of an act replacing such act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Lease Agreement, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction.
- 28.3. 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.

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29. TENANTS WHO ARE FOREIGNERS

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

then they hereby acknowledge that they not enjoy immunity in respect of any proceedings in terms of this Lease Agreement in accordance with relevant provisions of the applicable legislation.

30. ALL ADDITIONAL OCCUPANTS OF THE PREMISES

The Tenant confirms that occupancy is not transferrable under any circumstance including the death of any of the additional occupants. The Tenant needs to obtain written consent from the Landlord should they want to make any changes to the additional occupants reflected in the Lease Agreement.

The Tenant confirms that the details of all additional occupants of the Premises have been completed in the Schedule.

31. REGULATORY COMPLIANCE

- 31.1. The Tenant consents to and authorises the Landlord or their Agent to:
- 31.1.1. 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; and
 - 31.1.2. provide any information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord.
- 31.2. The Tenant acknowledges that the Landlord and Agent (as the case may be) will collect, use and process the Tenant's and or Additional Occupant(s)' Personal Information for the purpose of:
- 31.2.1. the Application Process and entering into this Lease Agreement;
 - 31.2.2. performing their obligations in connection with this Lease Agreement;
 - 31.2.3. pursuing their legitimate interests under this Lease Agreement; and
 - 31.2.4. the general administration of the relationship between Parties.

32. NON VARIATION / ENTIRE AGREEMENT / MUTUAL SUPPORT

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

33. ASSIGNMENT

- 33.1. The Tenant(s) and/or Additional Occupant(s) may not cede its rights or delegate its obligations under this Lease Agreement without the prior written consent of Landlord, which consent may be withheld in its discretion.
- 33.2. The Tenants and/or Additional Occupant(s) hereby consent/s to the Landlord ceding its rights and delegating its obligations under this Lease Agreement to any person.

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.

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35. RELAXATIONS OR INDULGENCES

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

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.

38. DEED OF SURETY

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

39. MANAGING AGENT

- 39.1. The Tenant and the Landlord confirm that the Tenant was introduced to the Premises by the Agent as set out in item 1.1, and that the Agent was the only Effective Cause of the conclusion of this Lease Agreement.
- 39.2. The Agent is accordingly entitled to earn a commission on this Lease Agreement and any extension or renewal thereof.
- 39.3. The Agent is hereby authorised to deduct all commission owed to it from the Rental. The commission is not refundable. Should the Tenant fail to pay the Rental, the Agent would be entitled to claim the commission directly from the Landlord.

40. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS

- 40.1. 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.
- 40.2. During the subsistence of this Lease Agreement, the Tenant and/or Additional Occupant(s) 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 and/or Additional Occupant(s) 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.

41. SPECIAL CONDITIONS

The Tenant/s hereby confirm that in the event of this Lease Agreement being terminated for any reason whatsoever and the Tenant/s are required to vacate the Premises that they have reasonable access to alternative accommodation with either family members or other third parties which are known to them, and specifically state that they will not be rendered homeless as a result of having to vacate the Premises.

Family Members:

Address:

Third Parties:

Address:

SIGNATORIES

DATED AT (place)

Cape Town

ON

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LANDLORD

AS WITNESS (1)

(on behalf of and duly authorized)

AS WITNESS (2)

DATED AT (place)

ON

20

TENANT

AS WITNESS (1)

(on behalf of and duly authorized)

AS WITNESS (2)

Sample

Initial