

**LEASE AGREEMENT****SCHEDULE****1. DETAILS OF LANDLORD**

- 1.1 Name: Redefine Properties Limited (including its successors in title or assigns)  
("Landlord")
- 1.2 Registration no.: 1999/018591/06
- 1.3 Physical address: 5<sup>th</sup> Floor, Rosebank Towers, 19 Biermann Avenue, Rosebank, 2196
- 1.4 VAT registration number: 4710 254 568
- 1.5 Email address: \_\_\_\_\_
- 1.6 Postal address: PO Box 1731, Parklands, 2121

**2. DETAILS OF TENANT**

- 2.1 Name: \_\_\_\_\_ ("Tenant")
- 2.2 Registration/ID no.: \_\_\_\_\_
- 2.3 Physical address: \_\_\_\_\_
- 2.4 VAT registration number: \_\_\_\_\_
- 2.5 Marital status: \_\_\_\_\_
- 2.6 Email address: \_\_\_\_\_
- 2.7 Postal address: \_\_\_\_\_

**3. DETAILS OF PROPERTY TO BE LET ("PREMISES")**

- 3.1 Unit number: \_\_\_\_\_
- 3.2 Building name: Park Central
- 3.3 Physical address: 6 Keyes Avenue, Rosebank. ("Premises")
- 3.4 Parking bay/s number/s: \_\_\_\_\_
- 3.5 Number of occupants: \_\_\_\_\_
- 3.6 Key return date: \_\_\_\_\_
- 3.7 Furnished unit YES/NO (Please complete Annexure D (*Inventory*) if answer is YES)

**4. LEASE PERIOD**

- 4.1 Initial lease period ("Fixed Period"): \_\_\_\_\_
- 4.2 Where the Fixed Period of Lease exceeds 24 (twenty-four months), the financial benefit to the Tenant is: \_\_\_\_\_



## ANNEXURE A

### TERMS AND CONDITIONS OF THE LEASE AGREEMENT

This Annexure contains the terms and conditions for entering into a lease agreement with the Landlord (“Lease Agreement”). It forms part of the set of documents that make up the Lease Agreement that you are concluding with the Landlord. This document contains important terms, conditions and rules that must be followed by any Tenant and also explains the rights and obligations that you and the Landlord have.

It is important that you take time to read this entire document and make sure that you understand the contents. Certain provisions have legal implications and may affect your rights or require you to assume risks. These clauses have been printed in bold to draw your attention to them. You will be required to acknowledge your understanding and acceptance of these terms, conditions and rules.

If you are unsure about the meaning of any provision in this document, or the documents that make up your Lease Agreement mean, please notify the Landlord’s representative **BEFORE** you sign this document. Once you have signed this document, the Landlord will be entitled to assume that you have read and understood everything contained in the documents that make up the Lease Agreement.

#### 1. LEASE

The Landlord lets to the Tenant who hires the Premises on the terms and conditions set out in this Lease Agreement.

#### 2. PERIOD OF LEASE

##### 2.1 Fixed Period

This Lease Agreement will endure for the Fixed Period as set out in Item 4.1 of the Schedule.

##### 2.2 Renewal

2.3 The Tenant may apply to the Landlord, in writing, for the Lease Agreement to be renewed, provided that the Tenant gives such notice to the Landlord at least 2 (two) calendar months before the Expiry Date. Any extension of the Lease Agreement will be entirely at the Landlord’s discretion and on terms to be negotiated between the Tenant and the Landlord. No extension of the Lease Agreement will come into effect until such time as the Landlord and the Tenant have signed a written Lease Agreement setting out the terms and conditions of such renewal.

2.4 Should the Tenant and the Landlord not agree to an extension of the Lease Agreement as aforesaid, the Tenant shall vacate the Premises on the Expiry Date.

2.5 In the event that the Tenant remains in occupation of the Premises after the Expiry Date, for any reason whatsoever, including but not limited to:

2.5.1 failure to execute a further Lease Agreement prior to the Expiry Date, and/or;

2.5.2 disputes a cancellation/the termination of the Lease Agreement, and/or;

2.5.3 remains in unlawful occupation of the Premises;

the Tenant will be in unlawful occupation of the Premises. Notwithstanding such unlawful occupation (and without prejudice to the Landlord’s rights to rely on the termination of the Lease Agreement, or to enforce any rights against the Tenant arising from such termination, including to claim outstanding

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rental, damages and the eviction of the Tenant without further notice to the Tenant) the Tenant will, during any such holding over period, be obliged to comply with the terms and conditions of this Lease Agreement, including but not limited to, any and all insurance obligations, waiver of rights and indemnities granted in favour of the Landlord.

The Tenant will pay holding over damages to the Landlord, which will include a monthly sum equivalent to the monthly rental the Tenant was obliged to pay immediately prior to termination of the Lease Agreement plus 15% (fifteen percent), which sum will escalate annually by a further 15% (fifteen percent), on the compounded amount, plus all other monthly charges and other amounts, all of which will be payable monthly in advance on or before the 1st day of each month, without demand, deduction or set-off, in accordance with the amounts invoiced by the Landlord to the Tenant each month. The Landlord will not be obliged to perform any obligations to the Tenant during any period of holding over, the Lease Agreement having terminated, and no rights arise against the Landlord by virtue of the Tenant's unlawful holding over of the Premises.

The Tenant agrees that the performance of his/her/its obligations in terms of the Lease Agreement as required by this clause during the period of unlawful holding over and anything the Landlord does during this period, including the rendering of the invoices evidencing the amounts due by the Tenant to the Landlord as contemplated by this clause, will not under any circumstances give rise to any agreement of lease by virtue thereof or entitle the Tenant to claim the existence of any such lease.

### **3. OCCUPATION OF THE PREMISES**

- 3.1 Occupation of the Premises will be given to the Tenant on the Commencement Date (set out in Item 4.3 of the Schedule) provided that the Tenant has complied with his/her/its obligations in clause 3.7.
- 3.2 **If the Premises is not ready for occupation by the Tenant on the Commencement Date of the Lease Agreement as specified in Item 4.3 of the Schedule –**
- 3.2.1 **the Tenant shall have the right to cancel this Lease Agreement provided that such delay has not been caused by the Tenant;**
- 3.2.2 **if the Tenant does not cancel the Lease Agreement –**
- 3.2.2.1 **the Tenant shall take occupation of the Premises on the date upon which the Premises is in fact ready for occupation;**
- 3.3 **the Expiry Date as specified in Item 4.4 of the Schedule shall in no way be varied by reason of the Tenant taking occupation after the Commencement date for any reason; and**
- 3.4 **the Tenant shall be entitled to a remission of the rent for the period involved provided that the delay was caused by the fraudulent intent or gross negligence of the Landlord, his/her/its employees or agents.**
- 3.5 **Should any dispute arise as to when the Premises are in fact ready for occupation, the decision of the Landlord's architect with regard to such a dispute shall be final and binding on the parties.**
- 3.6 **The Tenant acknowledges and agrees that –**
- 3.6.1 **when the Tenant takes occupation of the Premises and building operations are continuing at the building or the site where the Premises is situated, the Tenant may suffer a certain amount of inconvenience. Such inconvenience may include a temporary interruption of electricity, water or other facilities/services ("Interruption");**

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**3.6.2** the Landlord shall not be liable for any costs incurred or damages or loss suffered by the Tenant as a result of such inconvenience or Interruption, unless it was caused by the gross negligence or fraudulent intent of the Landlord.

**3.7** The Deposit, the 1<sup>st</sup> (first) month's rental, the Utilities Deposit and any other amount(s) due and payable by the Tenant in terms of this Lease Agreement, prior to the date of occupation, must reflect as "cleared funds" in the Landlord's bank account, before occupation/access to the Premises will be permitted i.e. on/or before the Commencement Date.

#### **4 RENTAL**

4.1 The Tenant agrees to pay the monthly rental ("**Rental**") as set out in Item 5 of the Schedule or a *pro rata* amount thereof if the Commencement Date does not occur on the 1<sup>st</sup> (first) day of the month.

4.2 **The Rental shall be payable monthly in advance and shall be due on the 1<sup>st</sup> (first) day of each and every month ("Due Date") and shall be paid directly into the bank account nominated by the Landlord, details of which are set out in Item 7 of the Schedule prior to taking occupation.**

4.3 **The Landlord shall be entitled to levy interest on all overdue amounts (i.e. amounts not paid by the Tenant on the Due Date) at a rate of 2,0% per month. Interest shall be calculated from the day upon which such amount becomes overdue of the amount concerned until the date of payment, both days inclusive, and shall be calculated on a compounded basis on the amount owing at the end of each month.**

4.4 The Landlord will credit each payment made under this Lease Agreement to the Tenant on the date of receipt of the payment as follows –

4.4.1 firstly, to satisfy any due or unpaid interest charges (if any);

4.4.2 secondly, to satisfy any due or unpaid fees or charges (if any);

4.4.3 thirdly, to reduce the amount payable by the Tenant to the Landlord as contemplated under clause 4.2;

4.5 If this Lease Agreement is terminated in accordance with the provisions of this Lease Agreement, the Tenant must pay the Landlord a settlement amount equal to the aggregate of –

4.5.1 the unpaid balance of the outstanding amount due to the Landlord as at that date ("settlement date"); and

4.5.2 all unpaid interest and all other fees and charges due or payable by the Tenant in terms of this Lease Agreement up to and including the settlement date.

4.6 The Tenant may demand to be furnished with a statement specifying the settlement amount, in which event the Landlord will be obliged to provide such statement, in writing, within 5 (five) business days of the Tenant's request.

4.7 The statement reflected in clause 4.6 above will only be binding for the date stated and will not include any other charges or amounts due on or after this date and for which the Tenant will also be liable.

**4.8 The Tenant shall not be entitled to tender payment to the Landlord in full and final settlement of the Tenant's obligations. Any such tender or condition purporting to be in full and final settlement shall not be binding on the Landlord unless the Landlord shall have notified the Tenant to the contrary in writing.**

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## 5 ADMINISTRATION CHARGES

- 5.1 The Tenant agrees to pay to the Landlord an administration charge of R800 (excluding VAT), on the Signature Date for preparation of this Lease Agreement.

## 6. DEPOSIT

- 6.1 The Tenant agrees to pay to the Landlord a deposit in the amount as set out in Item 6.1 of the Schedule (“**Deposit**”) on the Signature Date.
- 6.2 . The Landlord will invest the Deposit in an interest-bearing account, with a registered financial institution for the benefit of the Tenant and shall pay the Tenant interest earned on such a Deposit at no less than the prevailing savings account rate of that financial institution.
- 6.3 The Deposit will be held as security for the performance of the Tenant's obligations to the Landlord under this Lease Agreement. The Landlord has the right to apply the whole or any part of the Deposit plus any interest earned thereon, to cover any liability of whatsoever nature for which the Tenant is responsible in terms of this Lease Agreement, including without limitation any legal costs incurred by the Landlord as a result of a breach of this Lease Agreement.
- 6.4 **If the whole or any portion of the Deposit so applied, or if the amount of monies that the Landlord is entitled to deduct from the Deposit exceeds the amount held as the Deposit, then the Tenant shall reinstate the Deposit to his/her/its original amount or pay that additional sum to the Landlord.**
- 6.5 The Deposit will be held until after the termination of this Lease Agreement when the Tenant has vacated the Premises and has discharged all his/her/its obligations to the Landlord under this Lease Agreement. The balance of the Deposit (if any), together with any interest earned thereon, will be refunded to the Tenant within 14 (fourteen) business days after termination of this Lease Agreement. The Tenant shall not be entitled to set-off or withhold payment of any Rental or any other monies payable under this Lease Agreement on the ground that the Landlord holds the Deposit or any part of it.

## 7. USE OF UTILITY SERVICES

- 7.1 The Tenant shall, with effect from the Commencement Date, be liable to pay promptly on the Due Date, to the authority concerned, all applicable fees for water, electricity, sewerage disposal and refuse disposal charges, and any other services, plus VAT thereon, provided to and/or consumed at/on the Premises, in terms of the relevant invoice/s, or copies provided to the Tenant by the Landlord, except insofar as any of the aforementioned services are included in any levy payable by the Landlord in terms of clause 10.1, which may be applicable in the event of the Premises forming part of a Sectional Title Scheme.
- 7.2 Should the Premises be fitted with a pre-paid electricity supply meter, the pre-supplied meter identification card must be left on the Premises, if supplied to the Tenant, upon the Tenant vacating the Premises.
- 7.3 The Tenant shall ensure that he/she/it receives monthly accounts in respect of all services consumed on the Premises, including but not limited to hot water, sewer and air conditioning, and if the Tenant does not receive any such account then the Tenant shall immediately query this, in writing, with the Landlord.

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- 7.4 The Tenant shall be obliged to pay to the Landlord the Utilities Deposit in the amount set out in Item 6.2 of the Schedule to cover the consumption of utility services including (but not limited to) electricity, water, sewerage and refuse removal.
- 7.5 The Utilities Deposit shall be paid by the Tenant to the Landlord on/before the Signature Date.
- 7.6 The Utilities Deposit shall be dealt with in the same manner as contemplated in clause 6, save that it shall not be refunded to the Tenant until the Tenant is able to demonstrate that all the charges in respect of water, electricity and telephone services (if applicable), for which he/she/it is liable during the currency of this Lease Agreement, have been paid in full.
- 7.7 In the event of any failure or interruption of the supply of water or electricity, or any other services supplied to the Premises, no responsibility or liability of whatsoever nature, howsoever arising, will attach to the Landlord.

## 8. PAYMENTS GENERALLY

- 8.1 All payments by the Tenant in terms of this Lease Agreement shall be paid without any deduction and free of exchange and bank charges.
- 8.2 Save where payment is made by debit order, the Tenant shall, immediately after making payment of the 1<sup>st</sup> (first) month's Rental, the Deposit and the Utilities Deposit notify the Landlord of the date, place, amount and means of payment. The Tenant acknowledges that unless the Landlord is informed of such payment it may not be possible to identify the payment and allocate it to the credit of any Tenant. The Tenant shall provide the Landlord with proof of any other payment when requested to do so by the Landlord.

## 9. TENANT'S OBLIGATIONS

- 9.1 The Tenant shall –
- 9.1.1 be responsible for the maintenance of the interior of the Premises and the Tenant undertakes to deliver the Premises back to the Landlord, upon termination of the Lease Agreement, in the same good order and condition as received by the Tenant from the Landlord, fair wear and tear excepted;
- 9.1.2 not make any alterations or additions whatsoever to the Premises without the prior written consent of the Landlord. In the event of the Landlord agreeing to any such alteration or addition to the Premises, the Landlord shall be entitled, at his/her/its sole and absolute discretion, on termination of this Lease Agreement, to require the Tenant to restore the Premises at the Tenant's expense to the same condition it was in prior to such alteration or addition. On termination of the Lease Agreement, the Tenant shall be obliged to remove any/or all of the alterations, additions or improvements at the Tenant's cost, and shall be obliged to make good any damage incurred by such removal unless otherwise agreed in writing with the Landlord. If the Tenant does not remove all the alterations, additions or improvements by the Expiry Date or date of termination, then the remaining items shall become the property of the Landlord, who shall be entitled to remove and make good the affected areas at the Tenant's cost, or retain such alterations, additions or improvements without compensating the Tenant therefore. The Tenant shall have no claim of whatsoever nature for any improvements or alterations effected with or without the Landlord's consent. The Tenant furthermore waives any improvement lien that he/she/it may have and agrees that he/she/it shall have no right to occupy the Premises pending the outcome of any legal or other dispute that may arise between the

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parties in respect of an alleged improvement lien;

- 9.1.3 replace at his/her/its expense any light bulbs, fluorescent tubes, fluorescent starters and tap washers on the Premises;
- 9.1.4 keep all sewerage pipes, balcony drains, water traps and waste water drains, as applicable, on the Premises, free from obstruction and blockage and shall remove, at his/her/its cost any blockage or obstruction therein;
- 9.1.5 keep the grounds of the Premises (if any) in a clean and tidy condition, free from all litter, and where applicable, the Tenant agrees to trim the hedges regularly, to keep the garden watered (such watering to be in accordance with the prevailing municipal regulations) and to water, weed and generally maintain the flowerbeds;
- 9.1.6 not cut or remove trees or plants or effect any material alteration to the garden, without the Landlord's prior written consent;
- 9.1.7 keep the electrical, water and air conditioning installations in good working order and condition, fair wear and tear excepted, and shall not make any additions or alterations to these installations;
- 9.1.8 not place or hang out any articles of washing, clothing or household linen on any window, balcony or on the outside of the Premises other than in the place set aside for this purpose;
- 9.1.9 neither do, nor permit to be done, in or upon the Premises anything that may be a nuisance to or that may in any way interfere with the quiet or comfort of neighbours;
- 9.1.10 not contravene any applicable laws or Rules. A copy of the Rules shall be annexed to this Lease Agreement as Annexure C and Annexure D, respectively;
- 9.1.11 not cede nor assign this Lease Agreement, nor sublet the Premises or any portion thereof without the prior written consent of the Landlord;
- 9.1.12 be entitled to use the Premises for residential purposes only and for no other purpose whatsoever;
- 9.1.13 not place any person in occupation of the Premises in a manner that indicates he/she/it has surrendered possession of the Premises, without the prior written consent of the Landlord;
- 9.1.14 not allow the Premises to be continually inhabited by more than the number of persons set out in Item 3.8 of the Schedule at any one time, save with the Landlord's prior written consent;
- 9.1.15 be responsible for effecting in his/her/its own name a Household Comprehensive and Public Liability policy/ies to cover all the personal effects and all bodily injury claims upon the Premises and shall pay the premiums in respect thereof (this is because the Tenant has no claim against the Landlord in relation to any of the Tenant's or occupants' possessions being damaged, lost or stolen, whilst on the Premises, or any bodily injury claims);
- 9.1.16 shall not carry on any trade on or from the Premises, unless permitted by applicable laws or regulation and the prior written consent of the Landlord has been obtained;
- 9.1.17 shall not process, nor keep any combustibles or hazardous goods on the Premises, unless the prior written consent of the Landlord has been obtained, provided that the Tenant shall be entitled to store a reasonable supply of paraffin oil, liquified petroleum gas and candles for normal household purposes;

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- 9.1.18 not deface, mark, paint or drive nails, hooks or screws into walls, doors, ceilings or floors of the Premises. Should the Tenant drive nails or screws into the walls to hang pictures/paintings, the Tenant shall upon termination or expiration of this Lease Agreement make good the affected walls, at his/her/its expense, to the satisfaction of the Landlord. No Prestik or any other adhesive whatsoever may be used on any walls, ceilings or floors;
- 9.1.19 remove all mould and fungus from the walls, tiles, grouting, ceilings and any other affected areas of the Premises, using a suitable cleaning solvent as soon as mould and/or fungus appears on these surfaces;
- 9.1.20 notify the Landlord of any defects or damages to the Premises promptly and confirm in writing by no later than 72 (seventy-two) hours of the Tenant becoming aware of any defect/s or damage/s to the Premises, in order that the Landlord may, if applicable, lodge a claim with the Landlord's insurers;
- 9.1.21 not allow any sale by public auction to be held on the Premises;
- 9.1.22 not keep birds, animals or pets of any kind upon any part of the Premises without the prior written consent of the Landlord and subject to all applicable laws, and Rules;
- 9.1.23 keep the Premises free from pests (such as cockroaches, rats, mice and bees) and have the Premises fumigated as necessary save for the first 60 (sixty) days after the Commencement Date, during which period this shall be the Landlord's responsibility;
- 9.1.24 respect the rights of use and enjoyment of neighbours;
- 9.1.25 return to the Landlord the keys on the Expiry Date;
- 9.1.26 ensure that visitors, guests and/or contractors ("Invitees") to the Premises only park in the designated visitors' parking bays;
- 9.1.27 ensure that the Premises remains free from pests and that pest control is performed on a regular basis;
- 9.1.28 ensure that no refuse is accumulated inside or outside the Premises;
- 9.1.29 at all times ensure that he/she/it does not interfere with the electrical, gas or plumbing system in the Premises, unless the Tenant attends to maintenance that is permitted in terms of this Lease Agreement;
- 9.1.30 not hang or place any signs, notices or advertisements anywhere in or outside the Premises without the prior written consent of the Landlord;

**9.2 The Tenant shall not be entitled to incur any costs or expenses for any repairs required to the Premises (or any part thereof) for which the Landlord may be responsible without the prior written consent of the Landlord.**

9.3 The Landlord shall not be called upon to make any repairs of any kind to the Premises or the surrounding premises of which it forms part (or any improvements thereon) occasioned by any acts, omissions or neglect of the Tenant, his/her/its Invitees.

9.4 Any television aerial or satellite dish installation or signal improvement required by the Tenant will be for the Tenant to arrange and will be for the Tenant's account. In the case of sectional title units, where the body corporate ("Body Corporate") is responsible for the DSTV signal feed to the Premises, it shall be the Tenant's responsibility to arrange this and resolve any problems in this regard directly with the Body Corporate. The Landlord bears no responsibility in

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relation hereto. The installation, transfer or discontinuation of service in respect of any electronic or telephony service on the Premises will be the responsibility of the Tenant.

9.5 In the event of a burglary of the Premises, the Landlord shall be liable to make good any damages caused to the Premises by such burglary, subject to the availability of suitable contractors/workmen to quote for and effect the repairs. The Tenant acknowledges that any such repairs may need to take place as part of an insurance claim instituted by the Landlord, in which event there may be a delay in effecting the necessary repairs, during which period the Tenant will take reasonable precautions to protect and safeguard the Premises, persons on the Premises and his/her/its possessions thereon.

9.6 If an alarm is fitted to the Premises and the Tenant requires the alarm to be upgraded and/or improved, or to be linked via a telephone line or radio transmitter to an armed response or monitoring facility, it will be the Tenant's responsibility to arrange this and all associated costs will be for the Tenant's account.

## 10 LANDLORD'S OBLIGATIONS

The Landlord shall –

- 10.1 pay all rates and taxes plus any VAT thereon, in respect of the Premises to the responsible authority and pay any levies plus VAT thereon, if applicable, to the Body Corporate as applicable;
- 10.2 ensure that the rates and/or levies, water and all other applicable service accounts in respect of the Premises are paid up to the Commencement Date;
- 10.3 keep and maintain in good order and condition the foundations, exterior walls and roof of the Premises together with the external floors, walls and ceilings (save for sectional title schemes or share block schemes where the relevant Body Corporate or share block company shall be responsible therefore) but shall not be responsible for damage to any of the Tenant's possessions as a result of any defect of any nature whatsoever, whether patent or latent in the outside wall and roof. The Landlord shall not be liable for any damage to any of the Tenant's or any third parties' possessions in or upon the Premises, caused by water or water leakage on the Premises;
- 10.4 remedy, at his/her/its cost, any root invasion of the drains and sewers, and any damage to or defect in the drains, sewers or guttering on or about the Premises,
- 10.5 keep the Premises and any fixtures, fittings or items of furniture on the Premises belonging to the Landlord, insured, to the full value thereof, against damage caused by fire, flood and other usual risks under terms of insurance customarily applicable to Premises of this nature;
- 10.6 be responsible for the maintenance and safety of electrical installations on the Premises provided that the Tenant does not interfere with or otherwise tamper with such installations. The Tenant must immediately notify the Landlord if any of these installations are not working properly or are not in good order or otherwise appear to be unsafe;
- 10.7 properly maintain and where necessary repair and/or replace at his/her/its cost, any doors, door handles, locks and keys, glass, windows, window fasteners, electrical fittings and fixtures, bath, basins, sanitary ware, water taps, burglar alarms, automated gates/garage doors and sprinkler systems, other than where any damage is caused by the deliberate and/or negligent actions or omissions of the Tenant or his/her/its Invitees, in which event it shall be the Tenant's responsibility. The Landlord shall also be responsible for any maintenance, repairs or replacement, as necessary, as a result of fair wear and tear in respect of any of the aforementioned items;
- 10.8 ensure that the electrical, water and air conditioning installations (if applicable) in the Premises will be in good working order and is safe for use by the Tenant.

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**11 LIMITATION OF LIABILITY AND INDEMNITY**

- 11.1 Except to the extent that the Landlord acted with gross negligence or fraudulent intent and to the extent permissible in law, the Tenant shall –
  - 11.1.1 not have any claim of any nature against the Landlord for any loss, damage or injury, which the Tenant may directly or indirectly suffer as a result of fire in the Premises or building, or theft from the Premises or arising out of *vis major* (a superior force) or *casus fortuitus* (an accident against which due prudence could not have provided) or any other cause, either wholly or partly beyond the Landlord’s control, or arising out of any act or omission by any other Tenant of the building, or arising out of a change of the building’s name, its façade, appearance or any other feature thereof, or arising in any manner whatsoever out of the use of the services in the Premises or building by any other person for any purpose whatsoever;
  - 11.1.2 have no claim of any nature whatsoever whether for damages, remission of rent or otherwise, against the Landlord, for any failure of, or interruption in, the amenities and services provided by the Landlord and/or any statutory authority and/or the Landlord’s agents or contractors to the Premises and/or the building;
  - 11.1.3 not be entitled to withhold or defer payment of any amounts due in terms of this Lease Agreement for any reason whatsoever; and
  - 11.1.4 under no circumstances have any claim against the Landlord for consequential loss howsoever caused.
- 11.2 It is recorded that the Landlord in its discretion may provide such security services for the building as it may deem desirable for the interests of the building as a whole, and it is agreed that the Tenant shall not have any claim against the Landlord, whether for damages or any other legal remedy, arising out of such security services. It is further recorded that the Tenant shall be responsible for arranging, at his/her/its own cost, any specific security measures, which he/she/it may require.

**12. INSPECTION AND DEFECTS**

- 12.1 Prior to occupation of the Premises by the Tenant, the Tenant and the Landlord shall arrange and conduct a joint inspection of the Premises, at a time convenient to the parties (during business hours on a business day), to see if there are any defects or damages to the Premises. The parties shall make a list of the defects and damages and attach such list to this Lease Agreement.
- 12.2 If the Tenant fails to attend the inspection at the date and time mutually agreed upon (or fails to attend an inspection at such other later date and time arranged by the parties), then the Premises will be considered free from defects and in a good condition. Notwithstanding the aforementioned, the Landlord shall not be obliged to undertake any repairs and or maintenance in respect any of the defects listed by the Tenant and the Tenant accepts the premises “voetstoots” as it stands.

**13. ACCESS TO PREMISES**

- 13.1 The Tenant shall give the Landlord or its agent or contractors, or other persons authorised by the Landlord, reasonable access to the Premises for the purpose of –

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- 13.1.1 showing prospective Tenants the Premises during the last 3 (three) months of the Fixed Period or any renewal period;
  - 13.1.2 showing prospective buyers the Premises. It is recorded that show houses are usually on Sundays between 13h30 and 17h30, but this is not always the case. The Tenant will ensure that the property is clean and neat on the show days agreed.
  - 13.1.3 inspecting the Premises;
  - 13.1.4 making any repairs; and/or
  - 13.1.5 any other legitimate purpose.
- 13.2 For purposes of clause 13.1, the Landlord shall give at least 24 (twenty-four) hours' notice to the Tenant (except in an emergency), which notice may be given orally or in writing at the Landlord's discretion.
- 13.3 The Landlord undertakes to take reasonable steps to minimise or prevent any interference to the Tenant.
- 13.4 The Landlord or its agent may place or erect on the Premises a "For Sale" at any time or a "To Let" sign during the last 3 (three) months of the Fixed Period or any renewal period.

#### 14. VACATION OF PREMISES

- 14.1 Upon termination of this Lease Agreement (for whatever reason) the Tenant shall immediately vacate the Premises and restore possession of the Premises and all items thereof (including the pre-supplied electricity meter identification card [if applicable], and all keys, remotes and security access tags, as applicable, including duplicates made) to the Landlord in a good order and condition, fair wear and tear excepted.
- 14.2 The Tenant shall be responsible for all costs in restoring possession of the Premises as contemplated in clause 14.1.
- 14.3 Without limiting the general obligations in clauses 14.1, 14.2 and all other relevant provisions in this Lease Agreement, the Tenant shall at his/her/its own cost –
- 14.3.1 make good any damage to the walls (except to the extent the Landlord is responsible to repair such damage in terms of clause 10.3);
  - 14.3.2 engage a contractor reasonably acceptable to the Landlord to professionally clean all carpets on the Premises; and
  - 14.3.3 have the interior of the Premises professionally fumigated if the Tenant has kept pets of any nature whatsoever on the Premises, failing which the Landlord will attend to any such repairs at the Tenant's cost.
- 14.4 Upon termination of the Lease Agreement (for whatever reason) the Landlord and Tenant will arrange a joint inspection of the Premises at a mutually convenient time not earlier than 3 (three) days before the Expiry Date or date of termination of this Lease Agreement, to determine if any damage was caused to the Premises during the Tenant's occupation thereof.
- 14.5 The inspection of the Premises shall be at a time that is mutually convenient to the Tenant and the Landlord, provided that such inspection takes place during normal business hours i.e. business days.
- 14.6 If the joint inspection takes place before the Tenant has fully vacated the Premises then the Landlord shall have the right to re-inspect the Premises once entirely vacated by the Tenant to ascertain whether any damage has occurred subsequent to the 1st (first) inspection or in the course of vacating the Premises.

Landlord Initial

Tenant Initial

- 14.7 If the Tenant fails to respond to the Landlord's request for an inspection, or fails to attend any such mutually arranged inspection, the Landlord shall inspect the Premises within 7 (seven) days after the Landlord has become aware that the Tenant has vacated the Premises in order to assess any damages or loss that occurred during the tenancy.
- 14.8 If the Tenant has not returned or restored possession of the Premises in as good and clean condition in which it was at the Commencement Date, with fair wear and tear excepted, then the Landlord shall have the right to arrange for the Premises to be cleaned by a professional cleaning service, at the Tenant's cost.

## 15. DAMAGE OR DESTRUCTION

- 15.1 If, during this Lease Agreement, the Premises is so damaged or destroyed that it cannot be beneficially occupied, then this Lease Agreement will terminate unless the parties agree otherwise in writing.
- 15.2 If the Premises is significantly damaged, but can still be beneficially (and legally and safely) occupied, this Lease Agreement will remain in force and the Landlord shall repair the damage without undue delay and the Tenant shall be entitled to a total or partial remission of the Rental to compensate the Tenant fairly for being deprived of beneficial occupation whether in whole or in part due to the damage and subsequent repair work carried out on the Premises. However, the Tenant shall not have any claim upon the Landlord for any damages in consequence of any such deprivation, including, but not limited to, costs/expenses with regard to vacating the Premises, relocating costs, finding and paying for alternative accommodation.
- 15.3 Should the Landlord consider that it is not commercially or financially feasible to reinstate or restore the Premises, then the Landlord shall be entitled to terminate this Lease Agreement. The Landlord shall inform the Tenant of such decision within 30 (thirty) days after the date on which the Premises was damaged, and the Tenant shall be entitled to a remission in Rental for any period that he/she/it paid but did not have beneficial occupation of the Premises.
- 15.4 If the Landlord effects the necessary repairs to the Premises, the Tenant shall be obliged to re-occupy the Premises, and the Tenant shall from such date of occupation be obliged to recommence with the Rental and other payments. If the Premises is not made available to the Tenant within 30 (thirty) days after the occurrence of the damage, then the Tenant may at his/her/its election terminate this Lease Agreement by giving notice in writing to the Landlord.

## 16. ILLEGAL FOREIGNERS

If the Tenant is not a South African citizen, the Tenant warrants that (i) he/she/it is not in South Africa in contravention of the Immigration Act, No. 13 of 1902 ("Act") and (ii) is in possession of one of the permits and/or visas referred to in the Act, and (iii) is accordingly legally entitled to enter into this Lease Agreement and to occupy the Premises for the entire duration of this Lease Agreement and/or any renewal thereof.

## 17. BREACH

- 17.1 The Tenant will be in default of this Lease Agreement if –
- 17.1.1 the Tenant, fails to pay any amount payable in terms of this Lease Agreement on the date for payment thereof, or there is another material failure by the Tenant to comply with this Lease Agreement, and the Tenant fails to remedy this breach within 20 (twenty) business days of receiving written notice to do so;

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- 17.1.2 any representation or warranty made in connection with this Lease Agreement or any other document supplied by the Tenant is materially incorrect or false;
- 17.1.3 any person who furnished security to the Landlord in respect of this Lease Agreement (e.g. as surety, guarantor or pledgor), commits any breach of his/her/its obligations to the Landlord in terms of that Lease Agreement;
- 17.1.4 the Tenant or any person who furnished security in respect of this Lease Agreement,
- 17.1.4.1 being an individual –
- 17.1.4.1.1 publishes notice of the voluntary surrender of his/her estate or dies;
- 17.1.4.1.2 is placed under administration or commits an act of insolvency as defined in the Insolvency Act, No. 24 of 1936;
- 17.1.4.1.3 has any application or other proceedings brought against or in respect of him/her in terms of which he/she is sought to be sequestered or placed under curatorship, in any event whether provisionally or finally and whether voluntarily or compulsory;
- 17.1.4.2 not being an individual –
- 17.1.4.2.1 is wound up, liquidated, dissolved, deregistered or placed under judicial management, in any event, whether provisionally or finally, and whether voluntarily or compulsory, or passes a resolution providing for any such event;
- 17.1.4.2.2 is deemed to be unable to pay its debts;
- 17.1.4.2.3 resolves that it voluntarily begin business rescue proceedings or has any business rescue proceedings commenced against it, as contemplated in section 132(1) of the Companies Act, No. 71 of 2008;
- 17.1.4.2.4 has a judgment of a competent court against the Tenant or any person who has furnished security for the Tenant for the attachment of assets, or for payment of any amount, is not satisfied for more than seven (7) days after the date on which it is issued; or
- 17.1.4.2.5 compromises or attempts to compromise with the Tenant's creditors generally or defer payment of debts owing by the Tenant to the Tenant's creditors.
- 17.2 If the Tenant is in default of this Lease Agreement, the Landlord may exercise his/her/its rights, as may be permissible in law and without prejudice to any of the Landlord's other rights, in terms of this Lease Agreement or at law, either to claim specific performance of the terms of this Lease Agreement, or to cancel this Lease Agreement forthwith, in either case with or without claiming and recovering damages from the Tenant.
- 17.3 The Tenant will be liable for all legal costs, including costs on an attorney and own client scale, as may be permissible in law, in recovering any amount that the Tenant owes the Landlord.
- 17.4 A certificate signed by a director, company secretary, credit manager or internal accountant of the Landlord or the Landlord's agent, specifying the amount owing by the Tenant and further stating that such amount is due, owing and payable by the Tenant, shall be sufficient (*prima facie*) proof of the amount thereof, and of the fact that such amount is so due, owing and payable for the purpose of obtaining provisional sentence or other judgment against the Tenant in any competent court. It shall not be necessary to prove the appointment of the person signing any such certificate.
- 17.5 While the Tenant remains in occupation of the Premises and irrespective of any dispute between the parties, including, but not being restricted to, a dispute as to the Landlord's right to cancel this Lease Agreement, then –

Landlord Initial

Tenant Initial

- 17.5.1 the Tenant shall continue to pay all amounts due to the Landlord in terms of this Lease Agreement on the Due Dates;
- 17.5.2 the Landlord shall be entitled to recover and accept those payments, but the acceptance by the Landlord of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Landlord's claim to cancellation of this Lease Agreement or for damages or claims of any other nature.

## 18. PERSONAL INFORMATION

- 18.1 The Tenant agrees and consents that the Landlord may transmit to a registered credit bureau(x) information about –
- 18.1.1 the Tenant's application, this Lease Agreement and the termination thereof; and
- 18.1.2 any non-compliance by the Tenant with the terms of this Lease Agreement.
- 18.2 The Tenant acknowledges that such a credit bureau(x) will provide a credit profile and possibly a credit score on the Tenant's creditworthiness. The Tenant has the right to contact such credit bureau(x), to have the credit record(s) disclosed and to correct any inaccurate information.
- 18.3 The Tenant agrees that the Landlord may –
- 18.3.1 make enquiries to confirm and verify any information the Tenant has provided to the Landlord; and
- 18.3.2 seek information from any credit bureau(x) when assessing the Tenant's application and at any time during the existence of this Lease Agreement.
- 18.4 The Tenant acknowledges and expressly consents that the Landlord may
- 18.4.1 process the Tenant's personal information to conclude this Lease Agreement and for purposes of providing services to the Tenant and complying with the Tenant's instructions;
- 18.4.2 process the Tenant's personal information for purposes of the prevention and detection of fraud and criminal activities, the identification of the proceeds of unlawful activities and the combating of money laundering activities; and
- 18.4.3 provide the Tenant's financial information to any person who has agreed to provide security for the Tenant's indebtedness.
- 18.5 The Tenant has the right to access the Tenant's personal information held by the Landlord. The Landlord will give the Tenant access during office hours in a reasonable time after receiving a written request for access.

## 19. ADDRESS FOR DELIVERY OF NOTICES

- 19.1 The parties choose as their *domicilia citandi et executandi* (domicile addresses) for all purposes under this Lease Agreement, whether in respect of court processes, notices or other documents or communications of whatsoever nature (including the exercise of any option), the following addresses:
- 19.1.1 The Landlord's address as set out in Item 1.3 of the Schedule;
- 19.1.2 The Tenant's address as set out in Item 2.3 of the Schedule.
- 19.2 Any notice or communication required or permitted to be given in terms of this Lease Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email.

Landlord Initial

Tenant Initial

- 19.3 Either party may, by notice to the other party, change the physical address chosen as his/her/its domicile address to another physical address where postal delivery occurs in the Republic of South Africa, or his/her/its postal address or his/her/its telefax number or email address, provided that the change shall become effective on the 7th (seventh) business day from the deemed receipt of the notice by the other party.
- 19.4 Any notice to a party –
- 19.4.1 sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to him/her/it at an address chosen as his/her/its domicile address to which post is delivered shall be deemed to have been received on the 7th (seventh) business day after posting (unless the contrary is proved);
- 19.4.2 delivered by hand to a responsible person during ordinary business hours at the physical address chosen as his/her/its domicile address shall be deemed to have been received on the day of delivery; or
- 19.4.3 sent by email to his/her/its chosen email address stipulated in items 1.5 and 2.6 of the Schedule, shall be deemed to have been received on the date of despatch (unless the contrary is proved).
- 19.5 Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be an adequate written notice or communication to him/her/it, despite that it was not sent to or delivered at his/her/its chosen domicile address

## 20. APPLICABLE LAW AND JURISDICTION

- 20.1 Subject always to the provisions of any law requiring or permitting a party to have a dispute determined in any other manner or by any other dispute resolution body or authority, the Tenant consents to the jurisdiction of the Magistrate's Court in which district the Premises is situated in relation to any legal proceedings arising from this Lease Agreement or the cancellation thereof, notwithstanding that the subject matter or cause of action would otherwise be beyond the jurisdiction of the Magistrate's Court.
- 20.2 The Landlord reserves the right to institute proceedings in the High Court, where permitted to do so in law.
- 20.3 This Lease Agreement shall be governed in accordance with the laws of the Republic of South Africa.

## 21. COSTS

If a party takes any legal steps against the other in terms of this Lease Agreement, then the party in default shall be obliged to pay on reasonable demand all costs, together with any VAT thereon, incurred by the aggrieved party, including collection commission, storage and other charges, as well as legal costs on the scale as between "attorney and client" or otherwise as determined by the Court or other dispute resolution body. The parties acknowledge that the reference to the scale as between "attorney and client" is a reference to fees and costs that a client would be charged by his/her/its own attorney.

## 22. GENERAL

- 22.1 The Landlord and the Tenant acknowledge that they have read and understood the contents of this Lease Agreement and that all queries relating thereto have been raised with and explained to them by a representative of the Landlord.

Landlord Initial

Tenant Initial

- 22.2 This Lease Agreement constitutes the whole Lease Agreement between the parties who acknowledge that no warranty, representation, guarantee, term or condition of whatsoever nature, save as contained herein, has been made or given in regard to any matter affecting this Lease Agreement.
- 22.3 No addition to or variation, deletion or agreed cancellation of this Lease Agreement will be of any force or effect unless in writing and signed by the parties.
- 22.4 Whenever in this Lease Agreement there is a reference to "business days" the reference shall be construed as any day other than a Saturday, Sunday or public holiday as gazetted by the government of the Republic of South Africa from time to time and "business hours" shall be construed as being the hours between 08h30 and 17h00 on any business day. Any reference to time shall be based upon South African Standard Time.
- 22.5 No concession or indulgence that may at any time be granted by the Landlord to the Tenant, whether in respect of time for payment of rental or otherwise, shall be deemed to be a waiver of, or affect, prejudice or derogate from the rights of the Landlord under this Lease Agreement.
- 22.6 Should two or more persons sign this Lease Agreement as Landlords or Tenants, such persons shall be jointly and severally liable for the due performance of the Landlord's or Tenant's obligations, as the case may be, in terms of this Lease Agreement.
- 22.7 The parties signing this Lease Agreement on behalf of the Landlord and the Tenant warrant and represent that they have the authority and power to sign this Lease Agreement.
- 22.8 Where the Tenant is married in community of property, then the signature to this Lease Agreement of the spouse of the Tenant constitutes the written consent required by the Matrimonial Premises Act, No. 88 of 1984. If the signature of the spouse is not appended to this Lease Agreement, then the signature by the Tenant alone constitutes a warranty that the Tenant is a person who has the necessary contractual capacity to be bound by this Lease Agreement without such consent.
- 22.9 The Tenant undertakes by his/her/its signature hereunder to provide any and all documentation necessary to identify and verify the Tenant's identity and authority to enter into this Lease Agreement. In the event that the Tenant fails to provide such documentation (or any aspect thereof), the Tenant hereby indemnifies the Landlord against any and all costs, damages or liability that the Landlord may suffer or incur as a direct or indirect result thereof.

### **23. SPECIAL CONDITIONS (IF APPLICABLE)**

### **24. PARK CENTRAL MANAGEMENT RULES AND CONDUCT RULES ("RULES")**

- 24.1 **The Tenant undertakes to read and familiarise him/her/itself with the Rules, and that he/she/it and its Invitees will comply with the Rules for the duration of the Lease Agreement. It is specifically recorded that the Rules are an essential part of the Lease Agreement and that any breach of the Rules will constitute a material breach of the Lease Agreement.**

### **25. INVITEES OF THE TENANT**

Landlord Initial

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- 27.1 The Tenant will use his/her/its best endeavours to ensure that his/her/its Invitees at all times comply with the provisions of this Lease Agreement and the Rules, including but not limited to:
  - 27.1.1 bringing to the attention of the Invitees the relevant provisions of the Lease Agreement and the Rules;
  - 27.1.2 requesting any of his/her/its Invitees who are in breach of the provisions of the Lease Agreement and/or the Rules to remedy such breach; and
  - 27.1.3 refusing to allow Invitees who have previously breached the provisions of the Lease Agreement or the Rules, access to the Premises and/or the Building and/or the Property if they are likely to commit another breach.

**28 SIGNATURE**

28.1 This Lease Agreement is signed by the Parties on the dates and at the places indicated below.

28.2 The Parties record that it is not required for this Lease Agreement to be valid and enforceable that a Party shall have its signature of this Lease Agreement verified by a witness.

This done and signed by the Tenant at: \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

**FOR: THE TENANT**

**(Who warrants that he/she/it is duly authorised)**

This done and signed by the Landlord at: \_\_\_\_\_  
on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_

**FOR: THE LANDLORD**

**(Who warrants he/she/it is duly authorised)**

**ANNEXURES FORMING PART OF THIS AGREEMENT:**

- ANNEXURE A                      TERMS AND CONDITIONS**
- ANNEXURE B                      PARK CENTRAL CONDUCT RULES**
- ANNEXURE C                      PARK CENTRAL MANAGEMENT RULES**
- ANNEXURE D                      RESOLUTION (IF APPLICABLE)**
- ANNEXURE E                      INVENTORY (IF APPLICABLE)**
- ANNEXURE F                      FLOOR LAYOUT PLAN**

\_\_\_\_\_  
Landlord Initial

\_\_\_\_\_  
Tenant Initial