



Reg: 1998/019215/07 VAT:4510233747

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2025 LEASE AGREEMENT

UNILOFTS PRETORIA

PLEASE COMPLETE THIS FORM IN PRINT

WHEREAS the registered OWNER of the under mentioned property has given LEGPROP (PTY) LTD Registration No. 1998/019215/07 a mandate on his/her/its behalf, to manage the letting of the property to tenant/s; the administration thereof; the collection of the rental income; the maintenance of the property, and to make use of other estate agencies in the marketing of the letting of the PROPERTY and conclusion of a lease agreement.

NOW THEREFORE, it is agreed that the following Lease Agreement shall be made and entered into by and between:

LEGPROP (PTY) LTD Registration no 1998/019215/07

On behalf of the OWNER of the under mentioned property As Lessor and herein represented by the duly authorised Agent/Subagent of LEGPROP (PTY) LTD
(Herein after referred to as **The Agent**)

And

Tenant Name and Surname: _____

Identity Number / Passport Number: _____

(Herein after referred to as **The Tenant**)

Together with

Parent / Guardian Name and Surname _____

Identity Number / Passport Number: _____

In his/her capacity as parent/guardian of the Tenant and co-responsible for payment

In Case of Emergency Contact (other than Parent / Guardian)

Name and Surname: _____

Cell Phone: _____

Site Office, Unilofts Pretoria, Corner Lunnon and Herold, Hillcrest, Pretoria

Lessor Initial
here

Tenant & Parent/
Guardian Initial
here

PLEASE COMPLETE THIS FORM IN PRINT

PREAMBLE

This is a Lease Agreement in respect of student accommodation, for use by a Landlord leasing a Premises, or part thereof, to a student Tenant. In the circumstances, conditions specifically pertaining to student lease agreements and conditions have been included in this Lease Agreement.

The Premises shall be used as a place of study and residence for the duration of the student’s tenancy. The Tenant acknowledges that he will potentially be sharing the Premises with other students that he may not know personally.

The Tenant shall at all times:

- (i) conduct himself in a manner that is sociable when interacting with other occupants, and
- (ii) assist in creating an environment that is safe and conducive to learning.

The Tenant furthermore undertakes to take other occupants into consideration and to respect the:

- (i) other occupants’ rights and learning experience, and
- (ii) occupancy itself.

A contravention of this preamble shall constitute a Material Breach of the Lease Agreement.

1. ROOMS RENTED, INITIAL PAYMENT, ADDITIONAL COSTS & PROPERTY PRACTITIONER BANKING DETAILS

1.1 As per the option chosen on the application form/annexure E, the Property Practitioner leases the Premises with the use and enjoyment thereof to the Tenant on a **Sharing** basis and the Tenant hires the Premises from the Property Practitioner, in terms of this Lease Agreement, and as per the selection as selected below: (indicated with an “X” next to the option applicable to this Lease Agreement)

| Room Type | Lease Term | Monthly Rental | Deposit | Lease Agreement administration fee | Initial Payment required | Rooms rented | Option taken |
|-----------------------------|------------|-----------------------|---------------------|------------------------------------|--------------------------|--------------|--------------|
| OPEN PLAN Bedroom | ___ months | R5 240/room per month | R7 640 deposit/room | R 1 518 | R14 398 | 1 room | |
| | | | | | R27 278 | 2 rooms | |
| SEPARATE Bedroom | ___ months | R6 400/room per month | R8 800 deposit/room | R 1 518 | R16 718 | 1 room | |
| | | | | | R31 918 | 2 rooms | |

1.2. The Initial Period (how many months rented) is _____ months

1.2.1. The Tenant expressly agrees **no pro-rata rental** will be applicable regardless of the Effective Date or the Termination Date is not on the 1st day of the applicable month. The Tenant shall be liable to pay the full Monthly Rental for each month or part thereof occupied. The Initial Payment must be paid via EFT.

1.3. Effective Date (start date of lease agreement): _____

1.3.1 The Tenant expressly **agrees to the Move In Procedure** as per clause 48 and acknowledges that they will not be allowed to move in to the unit until the Move In Procedure has been completed.

1.4. Termination Date (end date of lease agreement): _____

1.4.1. The Termination Date **shall not be later than 22 December 2025**. Should the Tenant wish to stay later than this date, the Tenant may apply for an extension to the Termination Date prior to the Effective Date. The Property Practitioner has the sole discretion to approve or deny any applications received in this regard. If the Termination Date is in December 2025, the full rental for December 2025 will remain payable regardless of the date the Tenant moves out. In December 2025.

1.5. Payment method: (tick one)

| | |
|--|--------------------------|
| Electronic Fund Transfer | <input type="checkbox"/> |
| Debit order (must complete Annexure A) | <input type="checkbox"/> |

1.5.1. Debit Order date – The Tenant expressly agrees that debit order payments will only be processed on the first Business Day of the month. The Tenant further undertakes to ensure sufficient funds are available for the monthly debit order and should the debit order be returned unpaid or disputed an administrative fee of R150.00 will be payable for each unpaid or disputed debit order.

1.5.2. Payment Due Date – The Rental is the amount set out in section 1, and shall be paid in accordance with section 10. Rental is payable monthly in advance, in accordance with the Payment method set out in item 1.5. The Landlord's nominated bank details are set out in item 1.8. The Tenant must ensure that the Rental clears the Landlord's nominated bank account by the 1st (First) day of every Month (no exceptions regardless if the account payer's salary date is after the 1st (First)). The Rental cannot be reduced by the Tenant for any reason whatsoever. The Tenant is responsible to keep all proof of payments made to the Property Practitioner.

1.6. Additional costs which will be deducted from the Deposit (refer clause 12 for more details):

- 1.6.1. R115 ITC check (cost for obtaining a consumer payment profile) – refer consent clause 31
- 1.6.2. R250 Inspection fee – includes both incoming and outgoing
- 1.6.3. R350 Year End Unit Cleaning fee per room rented if entire unit rented R700 (2 x R350)
- 1.6.4. R180 Cleaning mattress per room rented if entire unit rented R360 (2 x R180)
- 1.6.5. R180 Cleaning couch per room rented if entire unit rented R360 (2 x R180)
- 1.6.6. R200 Mattress Cover per room rented if entire unit rented R400 (2 x R200)
- 1.6.7. Any other breakages and maintenance items throughout the year which the Tenant is liable for
- 1.6.8. Debt Collector fees in terms of the Debt Collectors Act, in the event that the Tenant fails to timeously pay any amount due to the Landlord in terms of this Lease Agreement.
- 1.6.9. All cash deposit fees, and other bank charges will be for Tenant's account.
- 1.6.10. Should incorrect Payment References be used an administrative fee of R150.00 will be payable for each incorrect Payment Reference used.
- 1.6.11. Should any fees be outstanding on the Tenant's pre-paid electricity meter Service Account, these costs will be deducted from the Tenant's deposit.

1.7. The Premises is the Sectional Title scheme known as UNILOFTS PRETORIA – Unit _____ with Physical Address: Corner of HEROLD and LUNNON STREETS, HILLCREST, PRETORIA

1.8. Property Practitioner banking details:

| | |
|----------------|---------------------------|
| BANK | FIRST NATIONAL BANK (FNB) |
| ACCOUNT NAME | UNILOFTS PRETORIA RENTALS |
| ACCOUNT NUMBER | 62 363 939 649 |
| BRANCH CODE | 250 655 |
| SWIFT CODE | FIRZAJJ |

1.8.1. Payment Reference = For Initial Payments use student's ID number as Payment Reference. For all subsequent payments use the Quick Reference Number as indicated on invoice/statement as Payment Reference. All cash deposit fees, and other bank charges will be for Tenant's account. Should incorrect Payment References be used a payment allocation administration fee of R150.00 will be payable for each incorrect Payment Reference used.

1.8.2. Cash Deposit Fees = All cash deposit fees will be for the Tenant's account.

2. DEFINITIONS

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

- 2.1.1 **"Alternative Accommodation"** means the address of a place of alternative accommodation as the address of the parent / guardian / account payer as per the application form – annexure E;
- 2.1.2 **"Body Corporate"** means any body corporate or home owners' association applicable to the Premises;
- 2.1.3 **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in South Africa;

Lessor Initial here

Tenant & Parent/ Guardian Initial here

- 2.1.4** **“Constitution”** means the Constitution of the Republic of South Africa 108 of 1996;
- 2.1.5** **“CPA”** means the Consumer Protection Act 68 of 2008;
- 2.1.6** **“Data Protection Legislation”** means POPIA, ECTA, PAIA and the Constitution and all other applicable laws and regulations relating to the processing of personal information and privacy;
- 2.1.7** **“Debt Collector”** means any person defined as such within Section 1 of the Debt Collectors Act 114 of 1998;
- 2.1.8** **“Debt Collectors Act”** means the Debt Collectors Act 114 of 1998;
- 2.1.9** **“Deposit”** means the amount payable by the Tenant to the Landlord prior to the Tenant moving into the Premises as per section 1.1;
- 2.1.10** **“ECTA”** means the Electronic Communications and Transactions Act 25 of 2002;
- 2.1.11** **“Effective Cause”** means the main reason for the Tenant entering into this Lease Agreement;
- 2.1.12** **“Effective Date”** means the commencement date of the Lease Agreement as set out in section 5.4, notwithstanding the Signature Date;
- 2.1.13** **“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;
- 2.1.14** **“Initial Period”** means the term of this Lease Agreement, excluding any renewal periods, set out in section 5.3;
- 2.1.15** **“Landlord”** means the registered owner of the Premises and any representative duly authorised to act on behalf of the Landlord. This may also, where it is clear from the context, include the Property Practitioner or the Property Practitioner's duly appointed representative, as the case may be;
- 2.1.16** **“Lease Agreement”** means this agreement together with all its Annexures and Schedules, as amended from time to time;
- 2.1.17** **“Mandatory Disclosure Form”** means the mandatory disclosure form completed by the Landlord in relation to the Property, as required by the PPA, which is attached hereto, (not applicable to Unilofts);
- 2.1.18** **“Material Breach”** means any breach of this Lease Agreement which:
- 2.1.18.1.** this Lease Agreement defines as a “Material Breach”;
- 2.1.18.2.** has or is likely to have a serious financial or legal impact on either Party to this Lease Agreement;
- 2.1.18.3.** 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;
- 2.1.18.4.** 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;
- 2.1.18.5.** or which happens more than once in any 3 (Three) Month period.
- 2.1.19** **“Month”** means a calendar month, commencing on the 1st (First) day of such a month and terminating on the last day of such month;
- 2.1.20** **“National Electricity Grid”** means the network of electricity-generating, transmitting and distribution infrastructure used throughout South Africa;
- 2.1.21** **“PAIA”** means the Promotion of Access to Information Act 2 of 2000;
- 2.1.22** **“Parties”** means the Tenant and the Landlord and “Party” means either one of them, as the context may indicate;
- 2.1.23** **“Parent”** means biological parent or guardian even if the guardian is not the legally appointed guardian;
- 2.1.24** **“POPIA”** means the Protection of Personal Information Act 4 of 2013;
- 2.1.25** **“Personal Information”** has the meaning ascribed to it in section 1 of POPIA;
- 2.1.26** **“Premises”** means the premises set out in item 1.4 and the parking bays set out in item 1.5;
- 2.1.27** **“Property Practitioner”** means the LEGPROP (PTY) LTD Registration no 1998/019215/07;
- 2.1.28** **“PPA”** means the Property Practitioners Act 22 of 2019;
- 2.1.29** **“PPRA”** means the Property Practitioners Regulatory Authority, as established in the PPA;
- 2.1.30** **“Rental”** means the monthly rental payable by the Tenant to the Landlord for the rental of the Premises;
- 2.1.31** **“Rental Housing Act”** means the Rental Housing Act 50 of 1999;
- 2.1.32** **“Reside”** means to use the Premises as temporary or permanent shelter for a period of more than 48 (Forty Eight) hours concurrently;
- 2.1.33** **“Rules”** means any applicable Body Corporate and / or house rules; including but not limited to Annexure C, including any amendments there to, as implemented from time to time;

- 2.1.34 “Short Term Consumables”** means goods used within or for the Premises that must be replaced on a regular basis, which will include electrical globes, fittings and switches.
- 2.1.35 “Sign”** means a handwritten signature;
- 2.1.36 “Signature Date”** means the date of signature of this Lease Agreement by the last Party signing;
- 2.1.37 “Smoking”** means the lighting or use of any tobacco or other substances, including cigarettes and cigars, and the use of any smoking devices, including electronic cigarettes, vapes and the like;
- 2.1.38 “South Africa”** means the Republic of South Africa, as constituted from time to time;
- 2.1.39 “Specific Performance”** means the fulfilment of either Party’s obligations in terms of this Lease Agreement;
- 2.1.40 “Tenant(s)”** means the Party(s) set out as parent / guardian / account payer and student/Tenant as per the application form – Annexure E;
- 2.1.41 “Termination Date”** means the date of termination of this Lease Agreement for any reason whatsoever, whether on the date set out in section 5.5 or on the date upon which this Lease Agreement is terminated or cancelled in accordance with its terms or any relevant legislation;
- 2.1.42 “The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act”** means The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act 19 of 1998;
- 2.1.43 “VAT Act”** means the Value-added Tax Act 89 of 1991;
- 2.1.44 “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;
- 2.1.45 “Vehicles”** means a mobile machine that transports both people or cargo. This definition includes, but is not limited to wagons, bicycles, motor vehicles, watercraft and trailers; and
- 2.1.46 “Writing”** means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents, together with information or data in electronic form.
- 2.1.47 “Agent”** means the Property Practitioner as defined.
- 2.1.48 “Additional Costs”** costs as per section 1 that will be deducted from the Deposit;
- 2.1.49 “Sharing”** will mean two Tenants per unit will share all rooms, appliances, electricity and facilities in the unit, excluding the Tenant’s own bedroom area which shall be for the exclusive use of such Tenant.
- 2.1.50 “Initial Payment”** the total payment required as per section 1.1 before the Tenant may move in consisting of the first month’s Rent plus the Lease Fee plus the Deposit.
- 2.1.51 “Application Form”** the application form completed by the Tenant as Annexure E;
- 2.1.52 “Quick Reference Number”** unique account number as indicated on the most recent monthly statement or invoice;
- 2.1.53 “Additional Services”** services and/or products supplied to a Tenant free of charge on the condition that the Tenant’s account is paid up to date, as per Annexure D.
- 2.1.54 “Proof of Payment”** documentary proof that the Tenant has paid an amount to the Property Practitioner.
- 2.1.55 “Payment Reference”** the payment reference on the Property Practitioner’s bank statement when the Tenant makes payments to the Property Practitioner.
- 2.1.56 “Lease Agreement administration fee”** will mean the amount paid by Tenant to the Property Practitioner for administration costs of the Lease Agreement and is non-refundable and payable by new as well as renewing Tenants.
- 2.1.57 “Cleaning & Inspection Notice”** will mean a notice the Tenant receives for the monthly unit cleaning as per Annexure D and section 14.
- 2.1.58 “Declaration Form”** will mean a declaration the Tenant signs when moving into the unit which sets out additional information for which the Tenant will be liable for and will form part of the Record as per section 14.1.

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 Johannesburg time.
- 3.12** The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 3.13** The cancellation or termination of this Lease Agreement does not affect those of its provisions which expressly provide that they will operate after cancellation or termination, or which must continue to have effect after cancellation or termination, or which must by implication or by their nature continue to have effect after cancellation or termination.
- 3.14** No provision in this Lease Agreement is intended to contravene or limit any applicable provisions of the CPA, POPIA or the Rental Housing Act.

4. **LEASE AGREEMENT**

The Landlord leases the Premises with the use and enjoyment thereof to the Tenant and the Tenant hires the Premises from the Landlord, in terms of this Lease Agreement, and as per Section 1 on a Sharing basis.

5. **TERM OF LEASE AGREEMENT**

- 5.1** This Lease Agreement will endure for the Initial Period set out in section 5.3 and will commence and become effective from the Effective Date and terminate on the date set out in item 5.5, unless cancelled or terminated earlier in accordance with its terms.
- 5.2** The Tenant specifically acknowledges and agrees that, should he not be able to take occupation of the Premises on or before the Effective Date set out in item 5.4 as a result of:
- 5.2.1** any circumstance that is beyond the control of the Landlord; or
- 5.2.2** any circumstance that arises, which is not as a direct result of any negligent act or omission by the Landlord;
- then and in such event the Landlord shall not be liable for any damages suffered by the Tenant and the Tenant shall have no claim whatsoever against the Landlord.
- 5.3** The Initial Period means the term of this Lease Agreement, which is set out in section 1.
- 5.4** The Effective Date means the commencement date of the Lease Agreement which is set out in section 1.
- 5.5** The Termination Date is set out in section 1.

6. **CONTINUATION OF LEASE AGREEMENT**

The lease agreement will terminate on the termination date as per section 5.5 and should the Tenant wish to continue renting the premises a new Lease Agreement must be entered into.

7. **NOTIFICATION OF TERMINATION OF LEASE AGREEMENT**

As the lease agreement will terminate on the termination date as per section 5.5. the Tenants last invoice/statement will suffice as termination notice from the Property Practitioner.

8. USE OF THE PREMISES

The Tenant 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. Furthermore, it is specifically acknowledged and consented to by the Tenant that the Premises shall be used only for purposes of student housing.

9. HOUSE, CONDUCT AND BODY CORPORATE RULES

- 9.1** The Tenant undertakes to comply with, read and familiarise himself with any Rules and to abide by them. 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 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, refer Annexure C.
- 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.
- 9.3** Any acts of violence by the Tenant to any person at the Premises, the Property Practitioner or any representative of the Property Practitioner while residing at the Premises, will constitute a Material Breach of this Lease Agreement.

10. RENTAL

- 10.1** The Rental is the amount set out in section 1, and shall be paid, monthly in advance, in accordance with the Payment method set out in item 1.5.
- 10.2** The Landlord's nominated bank details are set out in item 1.8.
- 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 / Property Practitioner that payment has been received; and
 - 10.3.3** repay the Landlord / Property Practitioner for any bank charges resulting from any payment made by the Tenant to the Landlord / Property Practitioner.
- 10.4** The Tenant will be charged interest on any overdue Rental at the rate of prime plus 3 percent 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 Landlord may, at any time during the subsistence of the Lease Agreement, or any subsequent renewal hereof, demand that the Tenant to authorise a debit order in respect of any payment which is due and owing in terms of the Lease Agreement. The Tenant shall sign the applicable debit authorisation form to this effect, when called upon to do so.
- 10.7** The Tenant expressly agrees that no pro-rata rental will be applicable regardless of the Effective Date or the Termination Date is not on the 1st day of the applicable month. The Tenant shall be liable to pay the full Monthly Rental for each month or part thereof occupied.
- 10.8** The Property Practitioner shall supply the Tenant with a monthly invoice detailing the Rental payable, however non receipt of the invoice will not constitute grounds not to pay the monthly rental due. Rental is thus payable regardless if an invoice is received or not.

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, if applicable.
- 11.2** The Tenant shall pay the charges contemplated in clause 11.1 to the Landlord / Property Practitioner, 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 Tenant must pay the service provider directly. The Tenant acknowledges that the Landlord may at any time request a printout of the Tenant's account with the service provider so as to confirm whether the Tenant is promptly making payments to such service provider.
- 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 levies, 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 levies, rates and / or taxes. This is only applicable if the Initial Period exceeds 12 months.
- 11.7** Should the utility supply to the Premises not be connected to a pre-paid system, or in any other circumstances where the Landlord would incur liability towards the Municipality in question or any third party in respect of utilities utilised on the Premises, then the Tenant shall ensure that the correct meter readings are provided to such Municipality or relevant third party. The Tenant agrees to provide the Landlord, on a monthly basis with a photograph reflecting a recorded date of the relevant meter readings in respect of the Premises. The Tenant will be liable for any amounts due to the Municipality or third party for any incorrect charges should he fail to provide the Landlord with the meter readings contemplated in this clause 11.7.

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, of which sections 12.1.2 to 12.1.12 will be deducted from the Deposit and invoiced to the Tenant's account at a point in time during the Lease as determined by the Property Practitioner:
- 12.1.1** R1518.00 Lease Fee administration for administration costs of the Lease Agreement which is non-refundable and payable by new as well as renewing Tenants prior to moving into the Premises.
- 12.1.2** R115 ITC check (cost for obtaining a consumer payment profile) – refer consent clause 31.
- 12.1.3** R250 Inspection fee required in terms of the Rental Housing Act.
- 12.1.4** R350 Year End Unit Cleaning fee per room rented if entire unit rented R700 (2 x R350), regardless if the Tenant has cleaned the unit when vacating the Premises.
- 12.1.5** R180 Mattress Cleaning fee per room rented, if entire unit rented R360 (2 x R180). Annual cleaning of mattresses and couches are compulsory as prescribed by the health authorities and to maintain a healthy environment.
- 12.1.6** R180 Couch Cleaning fee per room rented, if entire unit rented R360 (2 x R180). Annual cleaning of mattresses and couches are compulsory as prescribed by the health authorities and to maintain a healthy environment.
- 12.1.7** R200 Mattress Cover per room rented, if entire unit rented R400 (2 x R200) this is for the Tenant's added protection as well as the preservation of the mattresses and is compulsory.
- 12.1.8** Any other breakages and maintenance items throughout the year which the Tenant is liable for plus any amount the Tenant is liable for as per the Declaration Form.
- 12.1.9** Debt Collector fees in terms of the Debt Collectors Act, in the event that the Tenant fails to timeously pay any amount due to the Landlord in terms of this Lease Agreement.
- 12.1.10** All cash deposit fees, and other bank charges will be for Tenant's account.
- 12.1.11** Should incorrect Payment References be used an administrative fee of R150.00 will be payable for each incorrect Payment Reference used.
- 12.1.12** Should any fees be outstanding on the Tenant's pre-paid electricity meter Service Account, these costs will be deducted from the Tenant's deposit.
- 12.2** The Tenant shall make payment of the charges referred to in clause 12.1 to the Landlord / Property Practitioner by way of deduction of the amounts due from the Deposit or Initial Payment, and if the Deposit is insufficient or if requested by the Landlord /Property Practitioner, the Tenant shall make payment of the charges referred to in clause 12.1 on presentation of an invoice.
- 12.3** In the event of the cancellation or termination 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.
- 12.4** The Tenant shall be liable for a booking cancellation fee of R1518 in the event that the lease is cancelled prior to occupation of the Premises, in addition to any cancellation fees as per section 21.

13. DEPOSIT & INITIAL PAYMENT

- 13.1** The Initial Payment and Deposit are the amounts set out in section 1.
- 13.2** The Tenant will pay the Initial Payment on the Signature Date and before moving into the Premises.
- 13.3** 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, including interest thereon.

- 13.4** The Deposit will be placed in an interest-bearing account with a financial institution. The Tenant expressly agrees that the Interest on the deposit will accrue to, and be paid to the Property Practitioner and the PPRA. No interest on the deposit will be paid to the Tenant.
- 13.5** When this Lease Agreement terminates, after deducting any amounts owed by the Tenant in terms of any provision of this Lease Agreement the Property Practitioner shall pay any remainder of the Deposit to the Tenant within 21 (Twenty-One) Business Days of restoration of the Premises. The date of restoration will only be after the Termination Date as per section 1.4 regardless if the Tenant moves out earlier. If no restoration to the Premises is required, the deposit will be repaid to the Tenant within 21 (Twenty-One) Business Days after the Termination Date as per section 1.4.
- 13.6** If the Deposit is paid to the Property Practitioner and not to the Landlord, the Property Practitioner will invest the Deposit in accordance with the provisions of the PPRA.
- 13.7** Any interest earned on the Deposit will be paid out in the manner set out in item 13.3, as read with the provisions of the PPRA. For the subsistence of this Lease Agreement, the Deposit at all times belongs to the Tenant and may only be utilised by the Property Practitioner or Property Practitioner, as the case may be, upon termination of the Lease Agreement, in accordance with the provisions of any and all relevant legislation.
- 13.8** 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.
- 13.9** The Tenant is not permitted to request the Landlord or Property Practitioner to use the Deposit to cover any Rental which the Tenant owes at any time during the subsistence of the Lease Agreement.
- 13.10** The Lease Agreement shall commence upon payment of the Initial Payment which includes the Deposit or the Effective Date, whichever is earlier.
- 13.11** The Tenant hereby acknowledges and agrees that the Deposit set out in item 1, may be ceded to another duly registered property practitioner who has been mandated to collect Rental or any other amounts due and owing to the Landlord in terms of this Lease Agreement.
- 13.12** The Tenant will repay the Landlord / Property Practitioner for any bank, or other charges resulting from any payment, handing or management of the Deposit

14. INSPECTION OF THE PREMISES

- 14.1** The Tenant and the Landlord, or the Property Practitioner, (as the case may be) will inspect the Premises together, before the Tenant takes occupation of the Premises. The Parties shall record any existing damage or defects to the Premises, in Writing, and it shall be signed by the Tenant and the Landlord, or the Property Practitioner (as the case may be) ("Record") along with the Declaration Form. The Record shall be 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 Record does not constitute an undertaking by the Landlord to have any the defect or damage recorded in the Record remedied. The Record 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, of such damage or defect within 7 (Seven) days of the date of the Effective Date. The Landlord shall supply the Tenant with a Written acknowledgment of such notification and shall be entitled to inspect such damage or defect with reasonable notice to the Tenant. The Landlord shall notify the Tenant within 7 (Seven) days of such inspection whether such damage or defect is accepted as part of the Record or not. Should the Landlord, fail to inspect as contemplated in this clause 14.3, due to no fault of the Tenant, the damage or defect shall be deemed to be accepted as part of the Record.
- 14.4** Within 3 (Three) days prior to the Termination Date, either the Landlord or the Property Practitioner (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 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 Property Practitioner shall be entitled to:

- 14.5.1 deduct any amount from the Deposit required to repair any damage caused to the Premises; and
- 14.5.2 charge the Tenant for any amount over and above the value of the Deposit, if the cost of repairing the damage amounts to more than the total amount of the Deposit.

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, in Writing, 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 Should the Property Practitioner be contacted to attend to, or arrange for a contractor or service provider to attend to, any maintenance and / or repair work at the Premises, the Landlord or Tenant (depending on whose responsibility it is) shall pay the Property Practitioner a surcharge amount for attending to this.
- 15.4 Should the Tenant not provide access to the Premises to the Property Practitioner or Owner after a reasonable request to obtain access, the Property Practitioner or Landlord may enter the premises and attend to any repairs as per section 15.1, 15.2 and 15.3 without the Tenant being present.
- 15.5 The Tenant is responsible to ensure all valuables are locked away when repair or maintenance work is performed and the Property Practitioner or the Landlord will not be held liable for any loss.
- 15.6 Should the Tenant request the Property Practitioner to contact a contractor to check and/or attend to something in a unit and the contractor can't find anything wrong, the call out fee will be charged to the Tenant's account.

16. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD

- 16.1 The Landlord, the Property Practitioner 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 agrees to give the Landlord, the Property Practitioner and their agents and / or contractors access to the Premises for the purposes referred to in clause 16.1, provided that the Landlord or Property Practitioner (as the case may be) gives the Tenant reasonable notice of the need for such access.
- 16.3 In the event that emergency work needs to be done at the Premises, the Tenant shall be required to give the Landlord, the Property Practitioner, its agents and / or contractors immediate access to the Premises.

17. GENERAL OBLIGATIONS OF THE TENANT

- 17.1 The Tenant must return the Premises at the termination of this Lease Agreement in the same order and condition in which it was received, Fair Wear and Tear excepted. Accordingly, the Tenant **must**: :
 - 17.1.1 at his own cost look after the Premises (including all furniture and fittings), and ensure that the Premises is kept clean and in good order and condition;
 - 17.1.2 at his own cost maintain and keep the roof and gutters clean and free from blockages (not applicable to Unilofts);
 - 17.1.3 at his own cost regularly clean the inside of the Premises, including the carpets, floor coverings and tiles;
 - 17.1.4 use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating and air-conditioning facilities and appliances;
 - 17.1.5 at his own costs replace all Short Term Consumables and also at his own costs to maintain, replace and / or repair all water-bearing taps, stoves, locks, handles, windows, heating and air-conditioning facilities and appliances;
 - 17.1.6 at his own cost have the carpets and the furniture (where applicable) cleaned by a professional carpet cleaning company prior to the Termination Date, to the satisfaction of the Property Practitioner. If the Property Practitioner is unhappy with the state of the carpets and / or the furniture (if applicable), the Property Practitioner may appoint its own professional cleaning company to clean the carpets and / or the furniture (where applicable) and may claim the costs of such cleaning from the Tenant, in addition to the costs as per section 12.1.3;

- 17.1.7 at his own cost, repair or replace any broken, damaged or missing items within the Premises belonging to the Landlord, unless these items were recorded as being broken, damaged or missing at the inspection referred to in clause 14;
- 17.1.8 take all reasonable steps to prevent any blockage and / or obstruction of any drains, sewage pipes and / or water pipes in or used in connection with the Premises;
- 17.1.9 respect the rights of use and enjoyment of neighbours, specifically with regards to noise and nuisance. The Tenant undertakes therefore, not to cause any disturbance on the Premises and shall take into account neighbours and other occupants at all times. Provisions relating to noise and nuisance on the Premises may also be contained in the Rules;
- 17.1.10 comply with all laws and regulations relating to the Premises, it is specifically recorded that if the Landlord is fined or penalised because the Tenant has breached any law or regulation, the Landlord shall be entitled to recover any costs associated with such breach from the Tenant;
- 17.1.11 ensure that the Premises are occupied by no more than one Tenant per bedroom and one car per parking;
- 17.1.12 make payment of all amounts to which the Landlord is legally entitled as and when such amounts are due and payable;
- 17.1.13 return the Premises at the termination of this Lease Agreement in the same order and condition in which it was received, Fair Wear and Tear excepted;
- 17.1.14 return the keys to the Property Practitioner by latest on the date and at the time set out in item 1.4;
- 17.1.15 ensure that everyone entering the premises including the Tenant, is aware that the unit is a non-smoking unit;
- 17.1.16 ensure no person, including the Tenant, any further occupant of the Premises or any visitors of the Tenant will Smoke on the Premises (no Smoking allowed);
- 17.1.17 ensure that, no pets are kept on the Premises (no pets allowed);
- 17.1.18 ensure that, should no pets be permitted to enter the Premises at any time and for any reason whatsoever;
- 17.1.19 ensure that, no smoking or fires are made inside or outside the Premises;
- 17.1.20 ensure that, no loud noise or music be made at the Premises that may be disturbing to fellow residents;
- 17.1.21 ensure that visitors to the Premises park only in the designated visitors parking spaces that may be applicable to the Premises; and
- 17.1.22 at his own cost, at all times maintain adequate insurance in respect of all movable property brought onto the Premises, which shall include all parking bay(s) set out in item 1.5, by an insurance company of the Tenant's choice and make prompt and regular payment of all insurance premiums in respect of such insurance. The Tenant hereby specifically acknowledges and agrees that the Landlord shall in no way be liable for any damage caused, for whatever reason, to any movable property brought onto the Premises, including all parking bay(s), by the Tenant;
- 17.1.23 at his own cost, ensure that the Premises remains free from pests and will effect pest control on a regular basis, including fumigation and pest maintenance. The Landlord however warrants that the Premises is pest free at the inception of the Lease Agreement.
- 17.1.24 Ensure that, no changes to any locks to the Premises may be affected;
- 17.1.25 Accept that the Premises may be affected by electricity outages and possible water supply interruptions which is out of control of the Landlord and the Property Practitioner, such as but not limited to load shedding or water restriction, and accordingly the Tenant acknowledges that the Property Practitioner and/or the Landlord cannot be held responsible in these circumstance, and the Tenant will have to make due with the available electricity and water during these outages and interruptions.

17.2 The Tenant must not:

- 17.2.1 sublet the Premises or allow any third party to reside in or occupy the Premises without the prior Written consent of the Landlord;
- 17.2.2 allow any refuse to accumulate inside or outside the Premises, save as in rubbish bins;
- 17.2.3 make any structural changes or additions to the Premises;
- 17.2.4 stick adhesive picture holders onto or into, or otherwise deface the walls of the Premises;
- 17.2.5 drive nails or other objects into any portion of the Premises;
- 17.2.6 paint the interior or exterior of the Premises without first obtaining the prior Written consent of the Landlord;

- 17.2.7 interfere with the electrical, plumbing or gas system in the Premises, unless the Tenant is doing maintenance which is permitted in terms of this Lease Agreement;
- 17.2.8 use any gadgets or tools or keep any liquids which may explode and cause the insurance policy of the Landlord to be questioned by the Landlord's insurers;
- 17.2.9 hang or place any signs, notices or advertisements anywhere inside or outside the Premises without the prior Written consent of the Landlord;
- 17.2.10 remove any of the Tenant's furniture or other movable property during the subsistence of this Lease Agreement, as legally such property can be sold by the sheriff of the court in the event that the Tenant does not pay the Rental in accordance with the provisions of this Lease Agreement; or
- 17.2.11 make any improvements or installations to the Premises without the prior, Written consent of the Landlord (which consent shall not be unreasonably withheld); provided that the Tenant specifically acknowledges and agrees that upon termination of the Initial Period (or any subsequent renewal period) any improvements made by the Tenant with the consent of the Landlord shall be deemed to be the property of the Landlord, unless otherwise agreed to in writing between the Parties.
- 17.2.12 install or permit the installation of a generator, inverter or any similar electrical source without the prior Written consent of the Property Practitioner.

18. VISITORS OF THE TENANT

- 18.1 The Tenant must use his best endeavours to ensure that visitors to the Premises at all times comply with the provisions of this Lease Agreement and the Rules, including, but not limited to:
- 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, 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 property shall be for the account of the Tenant. The Landlord is hereby indemnified from all liability from damages suffered by the Tenant as a result of the 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 the expiry of the Initial Period for a reason other than a Material Breach of this Lease Agreement by the Landlord, or the Tenant is transferred out of

South Africa for occupational or diplomatic reasons, thereby causing this Lease Agreement to terminate prior to the expiry of the Initial Period, 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, (the Tenant will remain liable for rental during the notice period); 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 plus any costs as per Annexure D.
 - 21.1.3** The reasonable cancellation penalty will be the equivalent one month's Rental plus R1,500.00 (one-thousand-five-hundred).
 - 21.1.4** By signing the Lease Agreement the Tenant agrees that this is a fair and reasonable cancellation penalty.
 - 21.1.5** the Landlord shall be entitled to recover from the Tenant any commission paid or due to the Property Practitioner.
- 21.2** If the Landlord or the Property Practitioner (as the case may be), by acting reasonably and diligently, is able to enter into a new lease agreement during the 20 (Twenty) Business Day notice period set out in clause 21.1.1, and the new lease agreement is for the same duration or a longer period than the remaining period of this Lease Agreement, then the Tenant shall only be liable for the reasonable advertising costs incurred by the Landlord in advertising the Premises and for any commission due to the Property Practitioner. The advertising costs and commission charged under this clause 21.2 may not be more than the reasonable cancellation penalty set out in item 21.1.3.

22. TERMINATION OF THIS LEASE AGREEMENT BY THE LANDLORD

- 22.1** The Landlord or Property Practitioner may in their sole discretion terminate this Lease Agreement on 2 (Two) Months' Written notice in the following circumstances:
 - 22.1.1** the Landlord intends to move into the Premises; or
 - 22.1.2** the Landlord intends to sell the Premises.
- 22.2** In the event that the Tenant is placed in breach of this Lease Agreement and remedies such breach on 3 (Three) separate occasions over a consecutive 3 (Three) Month period, the Landlord or Property Practitioner shall be entitled to terminate this Lease Agreement on 20 (Twenty) Business Days' notice to the Tenant. In such an event:
 - 22.2.1** the Landlord's right to terminate in terms of this clause 22.2 shall exist regardless of whether the Tenant remedies each breach prior to the expiry of each individual Month within the 3 (Three) Month period contemplated above; and
 - 22.2.2** the provisions of this clause 22.2 shall apply during the Initial Period as well as any renewal periods to this Lease Agreement.
- 22.3** The Landlord may terminate this Lease Agreement with immediate effect and may demand that the Tenant vacate the Premises immediately and, in any event, within a period of no more than 24 (Twenty Four) hours in the event that the Landlord, the Property Practitioner or the Body Corporate become aware of the fact that the Tenant is 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 or any third party.
- 22.5** In the event that the Tenant provides the Landlord or the Property Practitioner 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 terminate 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.

23. BREACH OF THIS LEASE AGREEMENT BY THE TENANT

- 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 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 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 to remedy such breach; or
- 23.1.2** should the Lease Agreement continue on a Month-to-Month basis and the provisions of Section 14 of the CPA accordingly not apply to this Lease Agreement, and the Tenant 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 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 or terminated by the Landlord or Property Practitioner for any reason whatsoever, the Tenant and all other persons occupying the Premises through and / or under the Tenant shall (i) immediately vacate the Premises, and (ii) allow the Landlord to take occupation thereof.
- 23.3** In the event of the (i) Landlord or Property Practitioner cancelling or terminating this Lease Agreement, and (ii) the Tenant disputing the right of the Landlord to cancel or terminate and remaining in occupation of the Premises (“Dispute”), the Tenant shall, pending a decision in such Dispute, continue to pay an amount equivalent to the Rental, together with all other payments stipulated in this Lease Agreement, on the date that such payments are due, into the bank account set out in item 1.17.
- 23.4** In the event of a Dispute, as contemplated by the provisions of clause 23.3, the Landlord or Property Practitioner shall be entitled to accept and recover all payments made by the Tenant, 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 action of cancellation or termination then in Dispute. Should the Dispute be determined in favour of the Landlord, the payments made and received in terms of clause 23.3 and this clause 23.4 shall be deemed to be amounts paid by the Tenant for the damages suffered by the Landlord by reason of the cancellation or termination of the Lease Agreement and / or the unlawful holding over by the Tenant.

24. BREACH OF THIS LEASE AGREEMENT BY THE LANDLORD OF THE PREMISES

- 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

- 25.1** The Tenant confirms that:
- 25.1.1** he has read and understands the provisions of this Lease Agreement;
- 25.1.2** all necessary clauses and items have been explained to him by the Landlord and / or the Property Practitioner;
- 25.1.3** he has been advised of all his rights in terms of this Lease Agreement and all relevant sections of the CPA; and
- 25.1.4** he Signs this Lease Agreement freely and voluntarily and has taken specific note of the relevant important sections as highlighted in Annexure F.

26. COSTS

- 26.1** The Tenant shall pay on demand to the Landlord or Property Practitioner all legal costs between attorney and own client incurred by the Landlord or Property Practitioner 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 duly received by the addressee on the date of delivery.
- 27.2 For purposes of clause 27.1, the contact details are as follows:
 - 27.2.1 For the Landlord or Property Practitioner, Ground Floor Sagewood House, Eastwood Office Park, 290 Lynnwood Service Road, Lynnwood Ridge, Pretoria, 0081 and
 - 27.2.2 For the Tenant, as set out in the Application Form – Annexure E under the parent / guardian / account payer details.
- 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 27.2.1 and 27.2.2.
- 27.4 The addresses given by the Parties in the Application Form – Annexure E and sections 27.2.1 and 27.2.2 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.

29. TENANTS WHO ARE FOREIGNERS

- 29.1 If the Tenant is not a citizen or permanent resident of South Africa, he confirms that he:
 - 29.1.1 is not in the country in contravention of the Immigration Act 13 of 2002; and
 - 29.1.2 he has permission to be in the country for the duration of this Lease Agreement (including any renewal periods).
- 29.2 It is the Tenant's sole responsibility to comply with the provisions of this clause 29 and the Landlord shall not be liable to the Tenant for any loss or damage sustained or incurred by the Tenant as a result of any breach of the undertakings contained in this clause 29.
- 29.3 Should the Tenant be either:
 - 29.3.1 a foreign state for the purposes of the Foreign States Immunities Act, Act 87 of 1981; or
 - 29.3.2 a diplomatic Property Practitioner for the purposes of the Vienna Convention on Diplomatic Relations, 1961; or
 - 29.3.3 a consular officer and / or consular employee for the purposes of the Vienna Convention on Consular Relations, 1963,
 then the Tenant hereby acknowledges that he does 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 OCCUPANTS OF THE PREMISES AND ALTERNATIVE ACCOMMODATION

- 30.1 The Tenant confirms that the (i) details of all occupants of the Premises, and (ii) Alternative Accommodation have been completed in the Application Form – Annexure E. Should there be any change to this information, the Tenant undertakes to inform the Landlord of such changes in Writing. This information is required in compliance with the requirements of The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act should it, at some stage, become necessary to institute eviction proceedings.
- 30.2 The Tenant agrees that, should eviction proceedings be instituted against him for any reason whatsoever, he will be able to use the Alternative Accommodation as a place of residence.

31. REGULATORY COMPLIANCE

- 31.1 The Tenant consents to and authorises the Landlord and / or the Property Practitioner to:
 - 31.1.1 contact, request and obtain any information at any time and from any credit provider (or potential credit provider), bank 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 Property Practitioner (as the case may be) will collect, use and process the Tenant'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, which will include the right to process the Personal Information of the Tenant in the event of a sale or prospective sale of the Premises; and

31.2.4 the general administration of the relationship between Parties.

31.3 In addition to the aforementioned provisions of this clause 31, both Parties undertake to ensure compliance with all Data Protection Legislation when processing Personal Information of the other Party.

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 the Tenant 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. LANDLORD'S HYPOTHEC

33.1 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

33.2 Subject to the Landlord's rights set out in clause 33.1, the Tenant undertakes to remove all items brought onto the Premises, from the Premises at the Termination or cancellation date. Any items left on the Premises by the Tenant after the Termination or cancellation date, will be deemed to be abandoned. The Landlord may dispose of all such items as he sees fit, and the Tenant will have no claim against the Landlord, of whatsoever nature, howsoever arising, and holds the Landlord harmless against all claims associated with such items.

34. 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.

35. 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.

36. SIGNATURE

36.1 This Lease Agreement shall be Signed in Writing.

36.2 In the event that the Parties are unable to Sign this Lease Agreement in terms of clause 36.1, then the Parties agree to this Lease Agreement being concluded by way of electronic signature.

36.3 This Lease Agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.

37. 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

38. MANAGING AGENT

- 38.1** The Tenant and the Landlord confirm that the Tenant was introduced to the Premises by the Property Practitioner set out in Section 2, and that the Property Practitioner was the only Effective Cause of the conclusion of this Lease Agreement.
- 38.2** The Property Practitioner is accordingly entitled to earn a commission on this Lease Agreement and any extension or renewal thereof.
- 38.3** The Property Practitioner 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 Property Practitioner would be entitled to claim the commission directly from the Landlord.
- 38.4** The Property Practitioner hereby warrants the validity of his fidelity fund certificate as at the Signature Date.
- 38.5** The Property Practitioner warrants that a fully completed and signed Mandatory Disclosure Form as set out in item 1.1, is attached as an annexure to this Lease Agreement

39. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS

- 39.1** The Landlord shall be entitled to display "TO LET" signs at the Premises for 3 (Three) Months prior to the Termination Date, and to display "FOR SALE" signs at the Premises at any time during the subsistence of this Lease Agreement.
- 39.2** During the subsistence of this Lease Agreement, the Tenant will allow the Landlord (or any representative appointed by the Landlord) reasonable access to the Premises for the purposes of showing the Premises to prospective Tenants or purchasers, which access shall include access to the Premises on at least 2 (Two) Sundays per Month between the hours of 12:00 and 17:00, if required. The Landlord or its representative shall contact the Tenant to arrange for such access. Such access shall include the right to access the Premises to take photographs of the Premises for the purposes of marketing the Premises to prospective Tenants or Purchasers.
- 39.3** Should the Tenant fail to allow reasonable access, as set out above, and should the Landlord suffer any damages as a result of the Tenant's failure to allow the Landlord the opportunity to secure a tenant or purchaser, then the Landlord will be allowed to claim all damages suffered from the Tenant. The Tenant agrees to pay all such amounts claimed by the Landlord on demand.

40. POTENTIAL SALE

If the Tenant signs a sale agreement with the Landlord at any time during the Initial Period of the Lease Agreement, any renewal period of the Lease Agreement, or within 12 (Twelve) months after the Termination Date, then The Property Practitioner shall be deemed to have been the reason that such sale took place and The Property Practitioner shall be entitled to payment by the Landlord of commission equal 5 (five) percent of the selling price.

41. REQUEST TO MOVE TO ANOTHER UNIT

- 41.1** The Premises is situated within a block of similar units; however, the units are not all owned by the Property Practitioner or the Landlord and as such moving from one unit to the other is not allowed.
- 41.2** In exceptional circumstances the Tenant may apply to the Property Practitioner to be moved to another unit which is mandated to the Property Practitioner.
- 41.3** The Property Practitioner has the sole discretion to approve or deny any applications.
- 41.4** Moving from the Premises to another unit under the management of the Property Practitioner, will only be considered should there be alternative units available which are also under the management of the Property Practitioner. If there are no alternative units available, no move can be accommodated.
- 41.5** Once approved, the move will be classified and treated as a cancellation of this Lease Agreement by the Tenant as per section 21 and all relevant costs as per section 21 will apply.
- 41.6** Any application for a move that is denied will not form grounds for the Tenant to cancel the Lease Agreement.

- 41.7** Should the Tenant's move request be because of a dispute between the Tenant and the other occupant who is Sharing the Premises, and a resolution not be found for the dispute, the Tenant who is moved will be at the sole discretion of the Property Practitioner.
- 41.8** Should the Tenant be responsible for a dispute causing the other occupant who is Sharing the Premises to request to be moved, and a resolution not be found for the dispute, the move will be classified and treated as a cancellation of this Lease Agreement as per section 21 and the Tenant responsible for the dispute will be liable for all relevant costs as per section 21 which includes inter alia the Reasonable Cancellation Penalty.

42. ADDITIONAL SERVICES

The Additional Services will be provided in terms of Annexure D.

43. ANNEXURES TO THE AGREEMENT

- 43.1** The following documents are annexed to the Lease Agreement and form part of the Lease Agreement:
- 43.1.1** Annexure A – Debit Order form (please complete if selected this payment option in section 1).
 - 43.1.2** Annexure B – Admission of Liability of Parent / Guardian to pay amount NOT covered by bursary. All bursary Tenants must complete Annexure B.
 - 43.1.3** Annexure C – House Rules.
 - 43.1.4** Annexure D – Additional Services to Tenants
 - 43.1.5** Annexure E – Application Form
 - 43.1.6** Annexure F – Acknowledgements by the Tenant and Parent / Guardian / Account Payer

44. PROOF OF PAYMENTS

- 44.1** The Tenant is responsible to keep all proof of payments made to the Property Practitioner.
- 44.2** Should there be any account related disputes, the Tenant will need to provide all proof of payments to the Property Practitioner or Landlord.
- 44.3** In the event that the Tenant has a bursary, and the bursary has paid the Tenant's account and the Tenant wishes to request a refund of the amount the Tenant has paid, the Tenant is required to produce proof of payment for all payments made to the Property Practitioner.

45. PAYMENTS TO THE PROPERTY PRACTITIONER

- 45.1** The Tenant is responsible to ensure the correct bank account is used when making payments to the Property Practitioner. The banking details of the Property Practitioner is set out in section 1.
- 45.2** The Tenant is responsible to ensure the correct Payment Reference is used when making payments to the Property Practitioner.
- 45.3** For the Initial Payment use student ID number as Payment Reference.
- 45.4** For all subsequent payments use the Quick Reference Number as indicated on invoice/statement as Payment Reference.
- 45.5** Should incorrect Payment Reference be used a payment allocation administration fee of R150.00 will be payable for each incorrect Payment Reference used.
- 45.6** All cash deposit fees, and other bank charges will be for Tenant's account.

46. SHARED LIVING

- 46.1** The Property Practitioner leases the Premises with the use and enjoyment thereof to the Tenant on a Sharing basis. The Premises shall be used as a place of study and residence for the duration of the student's tenancy. The Tenant acknowledges that he will potentially be sharing the Premises with other students that he may not know personally.
- 46.2** The Tenant shall at all times:
- (i) conduct himself in a manner that is sociable when interacting with other occupants, and
 - (ii) assist in creating an environment that is safe and conducive to learning, and
 - (iii) keep the Premises clean and hygienic as per the Property Practitioner's instructions.
- 46.3** The Tenant furthermore undertakes to take other occupants into consideration and to respect the
- (i) other occupants' rights and learning experience, and
 - (ii) occupancy itself.
- 46.4** The Property Practitioner will not be held responsible for any disputes, or the resolving thereof between Tenants sharing the same Premises.

- 46.5** The Tenant is responsible to ensure an agreement between any other Tenants who occupy the same Premises as to the use of all facilities, shared spaces, furniture and fittings, electricity, and equipment.
- 46.6** A contravention of the Shared Living principle or any of the above clauses, shall constitute a Material Breach of the Lease Agreement.
- 46.7** Should the Tenant's actions result in the other occupant who is Sharing the Premises to either cancel their Lease Agreement or request to be moved to another unit, the Tenant shall be held liable for the Reasonable Cancellation Penalty of that student as well as the Rental due for that student's notice period.
- 46.8** Although every care is taken to place Tenants with similar study courses and similar characteristics in the same unit, this cannot be guaranteed, and the Tenant expressly acknowledges that they will be sharing with someone who may not share the same characteristics as the Tenan. If Tenants are sharing who do not have the same or similar study courses and the same or similar characteristics it will not give valid grounds for cancellation. In other words, the Tenant will not be allowed to cancel based just on the differences between themselves and roommates.

47. TENANT NOT TAKING OCCUPATION

The terms of the Lease Agreement shall apply from the Effective Date regardless of if the Tenant has taken occupation of the Premises on the Effective Date or not.

48. BURSARIES

- 48.1.** The Tenant acknowledges that the Lease Agreement is entered into between the Property Practitioner, Landlord, and the Tenant.
- 48.2.** Should a Tenant be a recipient of a bursary, the Tenant must ensure that the Rental is paid and clears the Landlord's nominated bank account by the 1st (First) day of every Month, regardless of if the Tenant has a bursary or not.
- 48.3.** The Tenant must pay the Monthly Rental until the bursary pays. When a bursary has paid, the Tenant may apply in writing for a refund of the amounts paid by the Tenant to the Tenant's nominated bank account, limited to the available credit on the Tenant's account. The Tenant will be required to produce Proof of Payments for all amounts paid before any refund will be processed.
- 48.4.** All bursary Tenants must complete Annexure B.
- 48.5.** The Tenant is responsible to ensure the bursary receives all required documents for the bursary to process the required payment, the Property Practitioner will not enter into any correspondence with the bursary on behalf of the Tenant.
- 48.6.** The terms of the Lease Agreement will still apply, even if a bursary withdraws funding from a Tenant. The Tenant remains responsible to comply with the terms of the Lease Agreement and pay the monthly Rental if a bursary withdraws funding from a Tenant.

49. MOVE IN PROCEDURE

- 49.1** The Tenant acknowledges that they will only be allowed to move into the unit once:
- 49.1.1** The Tenant's Application has been approved, **and**
- 49.1.2** The Tenant has paid the full Initial Payment and sent proof of the payment to the Property Practitioner via email at least 5 Business Days prior to the move in date, **and**
- 49.1.3** The Tenant has notified the Property Practitioner of the Tenant's move in date at least 5 Business Days prior to the move in date, **and**
- 49.1.4** The Tenant has signed this Lease Agreement and provided all required FICA or supporting documents as requested by the Property Practitioner, **and**
- 49.1.5** The Tenant has received a Key Receipt confirming that the unit is ready for occupation and that the Tenant may move in.
- 49.2** After moving into the unit, the Tenant shall send an email to finance@legprop.co.za confirming that they have moved in to the unit, failing which the Tenant will not be issued with any Additional Services.

50. MOVE OUT PROCEDURE

- 50.1** The Tenant is to arrange for an outgoing inspection prior to vacating the Premises. The Property Practitioner will communicate the relevant details with regards to arranging outgoing inspections closer to the Termination date.
- 50.2** If the Tenant fails to arrange for the outgoing inspection or is absent from the pre-arranged outgoing inspection, the final unit inspection will be done without the Tenant's presence.

50.3 When moving out of the unit, all personal belongings must be removed not later than the Termination Date (clause 1). The Property Practitioner will not be responsible for the safekeeping or storage of belongings. Keys must be returned by 12:00 on the Termination Date. Any items left on the Premises by the Tenant after the Termination or cancelation date, will be deemed to be abandoned. The Landlord may dispose of all such items as he sees fit, and the Tenant will have no claim against the Landlord, of whatsoever nature, howsoever arising, and holds the Landlord harmless against all claims associated with such items. This applies even if a tenant has entered into a new Lease Agreement for the next year.

1) SIGNED by **TENANT** _____ Date: _____

2) SIGNED by the **Parent or Guardian or person responsible for payment, of the Tenant:**

_____ Date: _____

3) SIGNED by **Parent B (if married in community of property)**

_____ Date: _____

4) SIGNED on behalf of the **PROPERTY PRACTITIONER** _____ Date:

5) SIGNED by Intake office in BFN _____ Date: _____



Reg: 1998/019215/07 VAT:4510233747

Ground floor, Sagewood House,
Lynnwood Service Road, Lynnwood Ridge

✉ PO Box 36805, Menlo Park, 0102

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www.unilofts.co.za

Annexure A

Mandate for Debit Order Payment instructions

(Debit Orders only to be processed on the first Business Day of each month)

A. Authority

| | | | |
|---|---|-------------------|--|
| Name of Account Holder | | Cell Phone Number | |
| Bank | | Branch Code | |
| Account Number (PLEASE PRINT CLEAR NUMBERS) | | | |
| Type of Account (delete that which is not applicable) | Current(chèque) / Savings / Transmission | | |
| Day of the month for collection | 1 st business day of every month | | |
| Name and Surname of Tenant | | | |
| Authority granted to (name of beneficiary) | LEGPROP | | |

B. AMOUNTS PAYABLE as per option chosen in section 1 of the Lease Agreement.

To LEGPROP (PTY) LTD

Abbreviated Name: LEGPROP

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our abovementioned account at my /our abovementioned Bank or branch to which I/we may transfer my/our account on condition that the sum of such payment instructions will never exceed my/our obligations agreed to in the Agreement and commencing on date of signature and continuing until this authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above. In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day. Furthermore, if there are insufficient funds in my account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account. I agree to pay the banking fee and any penalties that may be charged to my account as a result of the above.

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my Bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number must be added to this form in Section E before the issuing of any payment instruction.

C Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned Bank as if the instructions have been issued by me/us personally.

D Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

E Assignment

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party. This signed Authority and Mandate refers to our contract dated _____ (“the Agreement”)

Signed at _____ on this _____ day of _____ 20____

(Signature as used for operating on this account)

(Assisted by)

For Office use:

| | |
|---------------------------|--|
| Mandate Reference Number: | |
|---------------------------|--|

ANNEXURE B

ALL BURSARY STUDENTS and PARENTS / GUARDIANS of bursary students MUST complete this Annexure

ADMISSION OF LIABILITY AND UNDERTAKING TO PAY DEBT WITH INTEREST for **any amount** that the bursary does not cover

| | | | | |
|--------|--|------------------------------------|--------------|--|
| 1.1 | Tenant's Name | | | |
| 1.2 | Tenant's Identity Number | | | |
| 1.3 | Unit Number: | | | |
| 1.4 | Full names of Parent / Guardian / Person Responsible for payment of shortfall | | | |
| 1.5 | ID number Parent / Guardian / Person Responsible for payment of shortfall | | | |
| 1.6 | Cell phone: Parent / Guardian / Person Responsible | | | |
| 1.7 | AMOUNT that bursary does NOT cover | R | | |
| 1.9 | Interest Percentage | 2% per month | | |
| 1.10 | Date from which Interest is to be Raised | MONTHLY | | |
| 1.11 | Collection fees | R250 per call or email for arrears | | |
| 1.12 | Repayment Schedule (No more than 6 payments) | | | |
| 1.12.1 | R | | on or before | |
| 1.12.2 | R | | on or before | |
| 1.12.3 | R | | on or before | |
| 1.12.4 | R | | on or before | |
| 1.12.5 | R | | on or before | |
| 1.12.6 | The balance | R | on or before | |
| 1.13 | Bank Account Details – Refer to the contract for Banking Details | | | |
| 1.14 | Delivery Address - For the Service of Court Process and the Delivery of Notices | | | |
| | Physical Address | | | |
| | Fax | | | |
| | Postal | | | |
| | E-mail | | | |

Signed by the TENANT _____ Date: _____

As surety signed by the parent/guardian/person responsible for payment of amount not covered by bursary

PARENT/GUARDIAN/RESPONSIBLE PERSON, and as surety Date: _____

Signed by the Property Practitioner, LEGPROP PTY LTD _____ Date: _____

Signed by the Marketing office in BFN _____ Date: _____

Annexure C

UNILOFTS PRETORIA - House Rules

1. GENERAL:

Unilofts caters to the serious student and therefore we want to provide an atmosphere conducive of studying as well as a secure and peaceful living experience. These rules are therefore put in place to assist the tenants, owners, security and management to provide the above results. We have an open house policy so please contact our Manager when you need assistance and/or advice regarding the rules.

These rules are displayed on the notice board (next to the lift) and also handed to each and every tenant. The owners will be emailed and all future changes will be communicated.

2. SECURITY SYSTEM:

Herewith an explanation of how the security system functions.

- 2.1 All tenants, owners, visitors must be registered on the biometric fingerprint system to get access to the premises. (Please note: nobody will be allowed onto the premises without either an Identity document, student card or drivers licence as proof of identification. No exceptions will be made. Should the said documents not be available, a Police Affidavit is required.
- 2.2 To enter by motor vehicle, motorcycle or bicycle you have to register your vehicle and obtain a Unilofts disc to enter the premises. These discs must be fixed and displayed on the inside of all vehicle's windscreen or somewhere on your motor cycle/bicycle. Loose discs and discs not on windscreens are not acceptable because some tenants pass it around amongst friends.
- 2.3 When you enter and exit the premises with your vehicle the boot of all the vehicles will be searched.
- 2.4 Only the driver of the vehicle will be allowed on entrance and exit and all passengers need to go through the turnstile, tenants/owners by fingerprints and visitors via security, where they will obtain their temporary fingerprint. **Exemptions:** Babies, elderly and people with disabilities.
- 2.5 Visitors that wish to enter the premises need to be registered at the guardhouse and must have proof of identity to be allowed into the building as well as details of whom they are visiting and at which unit; in the absence of this information such people will be refused entrance.
- 2.6 All visitors must sign an indemnity form or a book detailing the indemnity form before entrance will be allowed.
- 2.7 Once the visitor has been registered successfully on the system they will have till 24h00 entry and exit rights to our building, after which the fingerprints will terminate automatically. However, on subsequent visits, we will re-activate the fingerprints for easier access to the building. Once they have completed the indemnity form they do not have to complete it again.
- 2.8 Visitors will not be allowed to enter the premises alone and must be accompanied by their hosts when arriving. We will not allow people to enter on their own because of the fact that we have no proof that such person will visit the person they say they will.
- 2.9 The reason for this strict control is to ensure the safety of our residents and also to be able to determine who is in the building at all times in any event of evacuation.
- 2.10 Any visitor which is clearly under the influence of alcohol or substances will not be allowed onto the premises.
- 2.11 No open alcohol is to be carried onto the premises.
- 2.12 No visitors will be allowed after 23:00 and all visitors must exit the building by 24:00. If a visitor sleeps over for the evening they must have made arrangements at the security desk with the Manager and obtain an approval slip and have paid their R150.00 sleepover fee. Any visitor found to be there illegally, the tenant will be charged a fine of R250 per person per visit.
- 2.13 Visitor vehicles can only be parked inside the building by prior arrangement during office hours.
- 2.14 These security rules are there for your own safety and the protection of our building. We have an obligation to the parents to keep our tenants safe and to our owners to look after their investment.
- 2.15 These rule's apply to tenants/owners alike.
- 2.16 **These rules also apply to all visitors to Unilofts Pretoria. The visitors are the responsibility of the tenants/owners allowing them into our building.**

- 2.17 All rowdy and misbehaved visitors will be removed from the premises and future visitation rights will be restricted.
- 2.18 Your cooperation will be appreciated.
- 2.19 To enter as a visitor you also have to sign an indemnity form.
- 2.20 Security guards have the right to remove trouble makers from the premises is necessary.
- 2.21 **This was unanimously approved by the Trustees of the Body Corporate of Unilofts Pretoria.**

3. **INSIDE YOUR FLAT**

- 3.1 Please keep your flat neat and tidy. There is a cleaning service available upon request for a small fee. Contact the Cleaning Department in this regard.
- 3.2 Balconies must be kept clean and free of any washing or articles. Mops sticking out and clothes draped over the sidewall of the balcony portray a bad image and is not allowed. There is a tumble drier in your unit, for the clothes. Please do not place any articles on the balcony wall. It might tumble off and hurt someone or damage property at the bottom.
- 3.3 **This is as per Rule 3.1 of the registered Conduct Rules of Unilofts Pretoria.**
- 3.4 **NO PETS ALLOWED.**
- 3.5 The unit keys must be handed in before departure. If something goes wrong inside your unit while you are away on holiday, we might need to enter your unit in the case of an emergency. If you do not leave your keys, then kindly make arrangements with someone to open in an emergency. If this is not adhered to and an emergency does occur we will have no option but to forcefully open your unit. The cost of the repair will be for the account of the tenant/owner.
- 3.6 The shower has a trap that needs ongoing cleaning. If your shower drains slower than usual, report it to the Manager and we will fix the blockage at a small cost.
- 3.7 Please do not flush unusual objects down the toilet. If there is a blockage however, please report it to the Maintenance Department and our maintenance team will attend to the problem at a small cost.
- 3.8 Rubbish must be placed inside the bins in the corridor shaft at the end of each block which is clearly marked. Ensure the door of the shaft is latched when you're done. Rubbish will be cleared daily during the week. Please do not leave your rubbish in the passageways or next to the bins.
- 3.9 Please refrain from using any illegal substances in your unit because we will call on the assistance of the SAP to investigate and take the necessary action.
- 3.10 Also refrain from over-indulgence of alcohol and if you do mess outside your own unit it is expected that you clean up your and your guests mess.

4. **LITTERING**

- 4.1 An owner, tenant or visitor of a unit shall not deposit, throw or permit or allow to be deposited or thrown on the common property, any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.
- 4.2 Junk mail may not be disposed of just anywhere. There are bins on each floor
- 4.3 **This is as per Rule 16 of the registered Conduct Rules of Unilofts Pretoria.**

5. **PARKING:**

- 5.1 Please park on your allocated parking and not in any illegal areas.
- 5.2 Please do not park on someone else's space because you feel you want to be close to the door or lift. Parking is allocated for the tenant and the visitor.
- 5.3 Reduce speed in the parking areas and basement – 20km/ph.
- 5.4 A Unilofts disc must be obtained from the Building Manager and must be displayed on the windscreen of your car. You will not be allowed in without the correct affixed disc to your windscreen.
- 5.5 Do not use the disc to bring other vehicles in or someone else's car! You will be fined R250
- 5.6 Only one (1) car per student will be allowed inside the building at any given time except if approved by management.
- 5.7 **This is as per Rule 13 of the registered Conduct Rules of Unilofts Pretoria.**

6. SLEEPOVERS

- 6.1 Sleepovers may only be arranged with Building Manager. Sleepover slip will be provided,
- 6.2 All sleep over visitors must produce ID documents and sign an indemnity form before entering the premises.
- 6.3 All sleepover visitors, like other visitors, are to be fetched at the entrance by the tenant and will not be allowed to enter the building unaccompanied.
- 6.4 **NO** Free sleepovers will be allowed.
- 6.5 Sleep overs will be charged at R120 per sleepover and be paid in advance at the security office.
- 6.6 Illegal sleepovers, thus not arranged with management will be charged at R250 per sleep over.
- 6.7 Sleepover rules do not apply to any owners who occupies their own units although they need to inform security as well
- 6.8 Sleepover rules apply to **all** tenants.

7. MAINTENANCE

- 7.1 If you require any maintenance in your unit, please contact Maintenance for a quotation.

8. WASHING

- 8.1 Neither washing nor any other article may be hung over rails or in windows or on any part of the property so as to be visible to other units or so as to be visible from outside the property.
- 8.2 An owner or tenant of a unit shall not, without the prior written consent of the Board of Trustees, erect washing lines, not hang any washing or laundry or any other items on any part of the building or common property so as to be visible from outside the building or from any other unit.
- 8.3 **This is as per Rule 5.1 and 5.2 of the registered Conduct Rules of Unilofts Pretoria.**

9. GENERAL BEHAVIOR.

- 9.1 **The tenant/owners residing in Unilofts Pretoria is personally responsible for their visitors and will be held accountable if any rules are not being adhered to.**
- 9.2 **Noise and music.** Please keep your music and noises down as there is always someone who needs to study for tests or exams. UNILOFTS provides a safe and secure study platform for the serious student and whilst you want to enjoy your stay we must at the same time respect the needs and feelings of our fellow tenants. **Also see 7 below.**
- 9.3 For the vehicle owners: When you enter the building please turn down the loud music in your car.
- 9.4 Speed limit is 20km/ph. If not adhered to a R500 fine can be issued.
- 9.5 Please do not smoke or consume alcohol outside your flat. If you or any of your visitors smoke please use an ASHTRAY and please do not throw your butts over the balcony. If caught smoking or consuming alcohol outside your unit, it might result in a fine.
- 9.6 Owners or tenants are requested to ensure that no narcotic / hallucinatory drugs are stored (temporarily or otherwise), indulged in or sold on the premises and that the consumption of alcohol is kept on a purely social level and is not sold on the premises.
- 9.7 **This is as per Rule 11.4 of the registered Conduct Rules of Unilofts Pretoria.**
- 9.8 No open fires (charcoal or wood) are allowed in the building. Only gas braai's may be used on the balcony.
- 9.9 **PLEASE NOTE: NO** drugs, Firearms or BB-guns are allowed on the premises. This is an extremely serious matter. The South African Police will surely be called and we will take serious steps against these people perpetrating this offence.
- 9.10 **This is as per Rule 11.4 of the registered Conduct Rules of Unilofts Pretoria.**
- 9.11 No visitors under the influence of alcohol or severally intoxicated will be allowed on the premises. The tenant is responsible for their visitor's actions. The visitor will be asked to leave the premises and the tenant will pay a penalty of R500 for this offence.
- 9.12 Any abusive, foul language or aggressive behaviour towards fellow tenants, owners, management or visitors will not be tolerated. This behaviour is seen in an extremely serious light and a fine of R500 will be payable as well as the issuing of a warning letter. Should this offence occur a second time a final

warning will be issued with another R500 fine. On the 3rd offence the tenant could be evicted from the premises.

9.13 Any party guilty of physical assault of fellow students, tenants, owners, management or staff members will summarily be evicted and the contract cancelled.

9.14 **Noise and loud music shall cease punctually as follows:**

Mondays to Thursdays -21h00

Fridays -23h00

Saturdays -23h00

Sundays -NO PARTIES, NO LOUD MUSIC, NO LOUD NOISE ALLOWED

9.14 **This is as per Rule C5 of the registered Conduct Rules of Unilofts Pretoria.**

10. COMPLAINTS

Here is how it works:

10.1 You sms /phone (Security 082 884 6775 /Building Manager Marlize - 073 949 7213) regarding the nuisance, disturbance or problem.

10.2 The Management and/or Security will issue the party concerned with a verbal warning,

10.3 If the warning has fallen on deaf ears, a fine of R250 will be issued and we may even switch the unit's electricity off.

10.4 An R250.00 reconnection fee as well as a written warning will be issued from management.

10.5 The owner and/or Agent will be informed.

10.6 All incidents will be recorded in the Incident Book held at Security. This book will also be used as proof of record in the event of any incidents that occur at Unilofts. Should a tenant/owner want to report an incident while on the premises, this should also be recorded at Security in the Incident Book or speak to the staff at the office.

10.7 The camera system located in specific areas records for a period of 3 days, thereafter it will re-record over the previous 3 days. In the event of an incident, kindly report the incident **immediately** so that the camera evidence may be utilized before the 7 day period lapses.

All the above rules are also applicable to outside maintenance workers, contractors, and all staff that is employed by an agent or tenant to clean their units. Everyone must be registered at the security to give them easier access to the premises.

11. CONTRAVENTION OF LAWS AND RULES

11.1 The breach of any conduct rule shall be punishable with a fine of R500.00 as agreed at the Annual General Meeting.

11.2 **This is as per Rule 8.4.2 of the registered Conduct Rules of Unilofts Pretoria.**

**Remember, there is a reason why you have chosen UNILOFTS, let's keep it
SAFE, CLEAN and ENJOYABLE for all.**

Enjoy your stay at UNILOFTS and good luck with the studies.

Annexure D

Additional Services to Tenants

1. Additional Services are services and/or products supplied to the Tenant free of charge on the condition that the Tenant's account is paid up to date and that the Tenant has paid the full Initial Payment. Should the Rental not clear the Property Practitioner's bank account by the 1st of a month, or if the Tenant's account is in arrears, or if the Initial Payment is not received before the Tenant moves in, the services will be forfeited in full for each month the Tenant's account is in arrears. By signing the Lease Agreement, the Tenant agrees to the following terms and conditions on which the Additional Services will be provided. It is also the responsibility of the Tenant to familiarise themselves with the terms and conditions mentioned below.
2. Tenants will be provided with the following additional services as part of the Lease Agreement subject to the condition that the Tenant has paid the full Initial Payment and their account is paid up to date in full:
 - 2.1 Monthly data as follows:
 - 2.1.1 A monthly Data voucher equivalent to R150.00 per full month rented.
 - 2.1.2 If during the Lease Term a Tenant rents for a Month less than a full Month, but for more than 15 days of the month, the Tenant will be entitled to a Data voucher equivalent to R75.00 for that specific month.
 - 2.1.3 If during the Lease Term a Tenant rents for a Month less than a full Month, and for less than 15 days of the month, the Tenant will be entitled to a Data voucher equivalent to R35.00 for that specific month.
 - 2.2 R100 Monthly prepaid electricity.
 - 2.3 One free unit cleaning per month. This will include bedrooms, balcony, floors, kitchen, living room and bathroom. Dishes will not be washed, there will be no picking up after the tenants, and the Tenant is responsible for the washing of dishes, as well as the washing and maintaining of all appliances.
 - 2.4 DSTV Connection (tenant to supply their own DSTV decoder, smart card, and subscription, only the connection to the satellite is provided). Free water and use of braai area on site. Secure under cover parking. 24-hour security. Bio metric entrance.
3. The Additional Services are supplied at the sole discretion of the Property Practitioner or the Landlord. The Property Practitioner or Landlord may communicate changes to the terms and conditions under which the Additional Services are rendered to the Tenant after which the Additional Services will be rendered on that communicated terms and conditions.
4. In the event that the Tenant moves from one unit to another, all unused electricity or data will be forfeited.
5. Nor the Property Practitioner or the Landlord will be responsible for any damage caused or property lost or stolen during the provision of any of the Additional Services.
6. The Tenant acknowledges that the supply of these services is dependent on third parties and in the unlikely event that the third parties cannot deliver the services or products the Property Practitioner or Landlord will not be held responsible. Should there be any technical difficulties or questions relating to the Additional Services the Tenant shall contact the supplier of the services directly. For any data technical enquiries, the Tenants should consult the website of iClix for their contact details. For any electricity technical enquiries, the Tenants should consult the website of Protea Metering.
7. The Tenant acknowledges they are responsible to ensure they have sufficient prepaid electricity in their unit or data apart from that provided by the Additional Services, and the Property Practitioner will not be held responsible for any loss or damage caused by insufficient prepaid electricity or when the free data and electricity has been depleted.

Annexure D - Additional Services to Tenants (Continued)

8. If the Tenant cancels the Lease Agreement before the Termination date in accordance with section 21 of the Lease Agreement, or the Lease Agreement is cancelled due to the Tenant being in breach of the Lease Agreement, or if the Tenant's account is in arrears, no unused data, unit cleanings or electricity will be refunded to the Tenant.
9. The one free unit cleaning per month will be provided on the following terms and conditions:
 - 9.1 The unit cleaning will take place as per a unit cleaning schedule. The schedule will be prepared on the sole discretion of the Property Practitioner and posted on the notice board at the main entrance before the start of each month.
 - 9.2 The Tenant is responsible to ensure access to their unit is granted on the day as per the cleaning schedule. Should the Tenant fail to honour the scheduled appointment, the spare key will be used to access the unit, if the Tenant and the spare is/are not available, the cleaning for that month will be forfeited.
 - 9.3 The Tenant is responsible to ensure that all personal and valuable belongings are locked and stored in a safe place during the cleaning of the unit and the Property Practitioner will not be held responsible for any loss or damage caused during the unit cleaning.
 - 9.4 The Tenant will receive a Cleaning & Inspection Notice in this regard and should take note of and adhere to the Cleaning & Inspection Notice.
 - 9.5 The one free unit cleaning is for the unit and not per Tenant, in other words, even if there are two Tenants renting the unit who qualify for the free monthly unit cleaning, the unit will only be cleaned once per month.
10. After moving into the unit, the Tenant shall send an email to finance@legprop.co.za confirming that they have moved into the unit, failing which the Tenant will not be issued with any Additional Services. After receipt of the Tenant's confirmation of moving in email and on the condition that the full Initial Payment has been received, the Tenant will be issued with the first Month's data voucher and electricity within 10 Business Days of moving in.
11. The data & electricity will be provided by the Agent to the Tenant in the form of a voucher, or any other form the Agent in their sole discretion may deem fit. The Tenant is required to collect and sign for the voucher when collecting it from the office on the ground floor at Unilofts Pretoria, or as advised by the Agent. Vouchers will only be issued to the Tenant and not to any other party. Positive identification may be requested by the Agent before providing the Tenant with the voucher. Vouchers can be collected from the 8th during office hours and will be forfeited if not collected by the end of the applicable month. Should the issue date of the 8th fall on a Saturday, Sunday or public holiday, the electricity will be provided on the following business day.
12. The Tenant expressly acknowledges that they take note that if the Tenant's account is not fully paid by the by the 1st day of each month, the data, electricity, and unit cleaning for that month will be forfeited. Furthermore, the Tenant expressly acknowledges that no previously forfeited services will be provided to the Tenant, regardless of their account is fully paid subsequent to the forfeiture. A Tenant may apply in Writing to have the forfeited electricity issued once their account is up to date, but this will be at the sole discretion of the Property Practitioner.
13. The Property Practitioner will not be held responsible for any disputes, or the resolving thereof between Tenants sharing the same Premises, data, or electricity. The Tenant is responsible to ensure an agreement between any other Tenants who occupy the same Premises as to the use of all facilities, shared spaces, furniture and fittings, electricity, and equipment.
14. Purchases of additional electricity, unit cleanings or data on the Tenant's rental account is strictly prohibited, regardless if the Tenant's account is in credit. Additional electricity and data can be purchased on site or at authorised service providers. Additional unit cleanings can only be purchased on site.
15. The choice of supplier of the free electricity, free data and free unit cleaning is at the sole discretion of Property Practitioner or Landlord, and the Tenant acknowledges and agree that they will receive these free services from the nominated supplier of the Property Practitioner.

Annexure F

Acknowledgements by the Tenant and Parent / Guardian / Account Payer

The Tenant, and the Parent / Guardian / account payer hereby expressly state and agree to that they have read and understands the provisions of this Lease Agreement; all necessary clauses and items have been explained to him by the Landlord and / or the Property Practitioner; he has been advised of all his rights in terms of this Lease Agreement and all relevant sections of the CPA; and he Signs this Lease Agreement freely and voluntarily. Furthermore, the Tenant, and the Parent / Guardian / account payer hereby confirms that they have taken note and agree of the following important clauses as highlighted below:

| | Clause or Section | Initial |
|---|--|---------|
| 1 | Preamble, Clause 4 & 46 Shared Living – The Property Practitioner leases the Premises with the use and enjoyment thereof to the Tenant on a Sharing Basis . Refer to the relevant clauses for specific terms the Tenant is agreeing to and will be responsible for in this regard. Tenant who do not want to share must rent both rooms, i.e. the entire unit. | |
| 2 | Annexure E The Application form – will form part of this lease agreement as Annexure E once the application has been approved. The Tenant is to ensure accurate and complete information is completed on the Application form and all the relevant documentation required has been supplied. | |
| 3 | Clause 13 The Initial Payment – as per the clause 1.1. must be paid before the Lease Agreement is valid and before the Tenant may take occupation of (move into) the Premises. | |
| 4 | Claus 1.8 Property Practitioner banking details – All payments to be made to the Property Practitioner banking details as per clause 1.8. For the Initial Payment use the Tenant’s South African ID number or Passport number, for all subsequent payments use the Quick Reference Number as per the monthly rental invoice. | |
| 5 | Clause 49 Move in procedure – The Tenant will only be allowed to move into the unit once the Tenant’s Application has been approved, and the Tenant has paid the full Initial Payment and sent proof of the payment to the Property Practitioner via email at least 5 Business Days prior to the move in date, and the Tenant has notified the Property Practitioner of the Tenant’s move in date at least 5 Business Days prior to the move in date, and the Tenant has signed this Lease Agreement and provided all required FICA or supporting documents as requested by the Property Practitioner, and the Tenant has received a Key Receipt confirming that the unit is ready for occupation and that the Tenant may move in. | |
| 6 | Clause 1 and 10 Monthly Rental – The Rental is the amount set out in section 1, and shall be paid, monthly in advance , in accordance with the Payment method set out in item 1.5. Rental must be paid to the Property Practitioner banking details as set out in item 1.8. The Tenant must ensure that the Rental clears the Landlord’s nominated bank account by the 1st (First) day of every Month. No exceptions will be made in this regard. Payment in advance requires that the rental reflects in the Property Practitioner’s bank account on the 1 st day of each month rented thus is an account payer is only paid on the 15 th they must pay in advance. | |
| 7 | Clause 44 Proof of payments – The Tenant is responsible to keep all proof of payments made to the Property Practitioner. Should there be any account related disputes, the Tenant will need to provide all proof of payments to the Property Practitioner or Landlord. | |
| 8 | Annexure A Debit Order Mandate – Should the Tenant opt to pay via debit order Annexure A must be completed. Only one debit order date is available being the 1 st (First) Business Day of the Month. The Tenant is to ensure there are sufficient funds in the nominated bank account for the processing of the debit order. | |
| 9 | Clause 48 & Annexure B Bursaries – The Tenant acknowledges that the Lease Agreement is entered into between the Property Practitioner, Landlord, and the Tenant. Should a Tenant be a recipient of a bursary, the Tenant must ensure that the Rental clears the Landlord’s nominated bank account by the 1st (First) day of every Month, regardless of the Tenant has a bursary or not. The Tenant must pay the Monthly Rental until the bursary pays. When a bursary has paid, the Tenant may apply in writing for a refund of the amounts paid by the Tenant to the Tenant’s nominated bank account, limited to the available credit on the Tenant’s account. The Tenant will be required to produce Proof of Payments for all amounts paid before any refund will be processed. All bursary Tenants must complete Annexure B. The Tenant is responsible to ensure the bursary receives all required documents for the bursary to process the required payment, the Property Practitioner will not enter into any correspondence with the bursary on behalf of the Tenant. | |

Annexure F (continued)

Acknowledgements by the Tenant and Parent / Guardian / Account Payer

| Clause or Section | Initial |
|-------------------|--|
| 10 | Clause 47 Tenant not taking occupation (not moving into the unit) – The terms of the Lease Agreement shall apply from the Effective Date regardless of if the Tenant has taken occupation of the Premises on the Effective Date or not. |
| 11 | Clause 12.4 Booking Cancellation Fee – The Tenant shall be liable for a booking cancellation fee of R1,518.00 if the lease is cancelled prior to occupation of the Premises. |
| 12 | Clause 8 use of the Premises – the Tenant 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. Furthermore, it is specifically acknowledged and consented to by the Tenant that the Premises shall be used only for purposes of student housing. |
| 13 | Clause 9 House, Body Corporate and Conduct Rules – The Tenant undertakes to comply with, read and familiarise himself with any Rules and to abide by them. 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 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. Any acts of violence by the Tenant to any person at the Premises, the Property Practitioner or any representative of the Property Practitioner while residing at the Premises, will constitute a Material Breach of this Lease Agreement. |
| 14 | Clause 11 Charges by Service Suppliers – 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, if applicable. This specifically relates to the pre-paid electricity supply of the unit. |
| 15 | Clause 15 Maintenance Work – 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. 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, in Writing, 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. Should the Property Practitioner be contacted to attend to, or arrange for a contractor or service provider to attend to, any maintenance and / or repair work at the Premises, the Landlord or Tenant (depending on whose responsibility it is) shall pay the Property Practitioner a surcharge amount for attending to this. Should the Tenant not provide access to the Premises to the Property Practitioner or Owner after a reasonable request to obtain access, the Property Practitioner or Landlord may enter the premises and attend to any repairs as per section 15.1, 15.2 and 15.3 without the Tenant being present. The Tenant is responsible to ensure all valuables are locked away when repair or maintenance work is performed and the Property Practitioner or the Landlord will not be held liable for any loss. |
| 16 | Clause 41. Request to Move to Another Unit – The Premises is situated within a block of similar Premises (units); however, the units are not all owned by the Property Practitioner or the Landlord and as such moving from one unit to the other is not allowed . Should the Tenant’s actions result in the other occupant who is Sharing the Premises to either cancel their Lease Agreement or request to be moved to another unit, the Tenant shall be held liable for the Reasonable Cancellation Penalty of that student as well as the Rental due for that student’s notice period. |
| 17 | Clause 1.6 and 12 Additional costs which will be deducted from the Deposit: 1.6.1. R115 ITC check (cost for obtaining a consumer payment profile) – refer consent clause 31 1.6.2. R250 Inspection fee – includes both incoming and outgoing 1.6.3. R350 Year End Unit Cleaning fee per room rented if two rooms rented R700 (2 x R350) 1.6.4. R180 Cleaning mattress per room rented if two rooms rented R360 (2 x R180) 1.6.5. R180 Cleaning couch per room rented if two rooms rented R360 (2 x R180) 1.6.6. R200 Mattress Cover per room rented if two rooms rented R400 (2 x R200) There are other costs that’s may also be deducted in terms of clause 1.6 and 12. |

Annexure F (continued)

Acknowledgements by the Tenant and Parent / Guardian / Account Payer

| | Clause or Section | Initial |
|----|--|---------|
| 18 | <p>Clause 14 Inspections - The Tenant and the Property Practitioner, will inspect the Premises together, before the Tenant takes occupation of the Premises. The Parties shall record any existing damage or defects to the Premises, in Writing, and it shall be signed by the Tenant and the Landlord, or the Property Practitioner (as the case may be) ("Record") along with the Declaration Form. The Record shall be attached as an Annexure to this Lease Agreement. The Tenant, by way of this inspection, acknowledges that the Premises is fit for beneficial occupation. The Record does not constitute an undertaking by the Landlord to have any the defect or damage recorded in the Record remedied. 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, of such damage or defect within 7 (Seven) days of the date of the Effective Date. Within 3 (Three) days prior to the Termination Date, the Property Practitioner and the Tenant will inspect the Premises together to determine if any damage was caused to the Premises or the furniture during the subsistence of this Lease Agreement. If the Tenant fails to attend the inspection, the Landlord shall be entitled to inspect the Premises at any time within 7 (Seven) days of the Termination Date, without the Tenant. The Property Practitioner shall be entitled to deduct any amount from the Deposit required to repair any damage caused to the Premises; and charge the Tenant for any amount over and above the value of the Deposit, if the cost of repairing the damage amounts to more than the total amount of the Deposit.</p> | |
| 19 | <p>Clause 13 Deposit – The Deposit is the amount set out in section 1. The Tenant will pay the Initial Payment (which includes the Deposit) before moving into the Premises. 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. The Deposit will be placed in an interest-bearing account with a financial institution. The Tenant expressly agrees that the Interest on the deposit will accrue to and be paid to the Property Practitioner and the PPRA. When this Lease Agreement terminates, after deducting any amounts owed by the Tenant in terms of any provision of this Lease Agreement the Property Practitioner shall pay any remainder of the Deposit to the Tenant within 21 (Twenty-One) Business Days of restoration of the Premises. The date of restoration will only be after the Termination Date as per section 1.4. If no restoration to the Premises is required, the deposit will be repaid to the Tenant within 21 (Twenty-One) Business Days after the Termination Date as per section 1.4. The Tenant is not permitted to request the Landlord or Property Practitioner to use the Deposit to cover any Rental which the Tenant owes at any time during the subsistence of the Lease Agreement. The Tenant hereby acknowledges and agrees that the Deposit set out in item 1, may be ceded to another duly registered property practitioner who has been mandated to collect Rental or any other amounts due and owing to the Landlord in terms of this Lease Agreement. The Tenant will repay the Landlord / Property Practitioner for any bank, or other charges resulting from any payment, handing or management of the Deposit</p> | |
| 20 | <p>Clause 6 Continuation of Lease Agreement & Clause 7 Notification of Termination of the Lease Agreement (renewal of lease agreement) – the Lease Agreement will terminate on the termination date as per section 5.5 and should the Tenant wish to continue renting the premises a new Lease Agreement must be entered into. The Tenants last invoice/statement will suffice as termination notice from the Property Practitioner.</p> | |
| 21 | <p>Clause 17 General Obligations of the Tenant – This clause sets out various obligations of the Tenant, the Tenant hereby agrees to and will abide by these obligations</p> | |
| 22 | <p>Clause 18 Visitors of the Tenant – The Tenant must use his best endeavours to ensure that visitors to the Premises at all times comply with the provisions of this Lease Agreement and the Rules, including, but not limited to: bringing to the attention of such visitors the relevant provisions of this Lease Agreement and / or the Rules; requesting any person who is in breach of the provisions of this Lease Agreement and / or the Rules to immediately remedy such breach; and 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.</p> | |

Annexure F (continued)

Acknowledgements by the Tenant and Parent / Guardian / Account Payer

| | Clause or Section | Initial |
|----|--|---------|
| 23 | <p>Clause 21 Cancellation of Lease Agreement by the Tenant – If the Tenant chooses to cancel this Lease Agreement prior to the expiry of the Initial Period, the Tenant shall give the Landlord at least 20 (Twenty) Business Days' Written notice of such cancellation, (the Tenant will remain liable for rental during the notice period); and 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 plus any costs as per Annexure D. The reasonable cancellation penalty will be the equivalent one month's Rental plus R1,500.00 (one-thousand-five hundred). By signing the Lease Agreement, the Tenant agrees that this is a fair and reasonable cancellation penalty. The Landlord shall be entitled to recover from the Tenant any commission paid or due to the Property Practitioner.</p> | |
| 24 | <p>Clause 22 Cancellation of Lease Agreement by the Landlord – The Landlord or Property Practitioner may in their sole discretion terminate this Lease Agreement on 2 (Two) Months' Written notice in the following circumstances: a) the Landlord intends to move into the Premises; or b) the Landlord intends to sell the Premises. In the event that the Tenant is placed in breach of this Lease Agreement and remedies such breach on 3 (Three) separate occasions over a consecutive 3 (Three) Month period, the Landlord or Property Practitioner shall be entitled to terminate this Lease Agreement on 20 (Twenty) Business Days' notice to the Tenant. In such an event a) the Landlord's right to terminate in terms of this clause 22.2 shall exist regardless of whether the Tenant remedies each breach prior to the expiry of each individual Month within the 3 (Three) Month period contemplated above; and b) the provisions of this clause 22.2 shall apply during the Initial Period as well as any renewal periods to this Lease Agreement. The Landlord may terminate this Lease Agreement with immediate effect and may demand that the Tenant vacate the Premises immediately and, in any event, within a period of no more than 24 (Twenty Four) hours in the event that the Landlord, the Property Practitioner or the Body Corporate become aware of the fact that the Tenant is conducting any form of criminal or illegal activity, and the Landlord shall not be obliged to prove the criminal or illegal activity in question. If the Tenant provides the Landlord or the Property Practitioner 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 terminate the Lease Agreement with immediate effect.</p> | |
| 25 | <p>Clause 23 Breach of the Lease Agreement by Tenant (Tenant not abiding by the terms of the lease agreement) – 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 committing any other breach in terms of this Lease Agreement the, should the provisions of Section 14 of the CPA apply to this Lease Agreement and the Tenant 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 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. Should this Lease Agreement be cancelled or terminated by the Landlord or Property Practitioner for any reason whatsoever, the Tenant and all other persons occupying the Premises through and / or under the Tenant shall (i) immediately vacate the Premises, and (ii) allow the Landlord to take occupation thereof.</p> | |
| 26 | <p>Clause 30 Alternative Accommodation – The Tenant confirms that the (i) details of all occupants of the Premises, and (ii) Alternative Accommodation have been completed in the Application Form – Annexure E. Should there be any change to this information, the Tenant undertakes to inform the Landlord of such changes in Writing. This information is required in compliance with the requirements of The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act should it, at some stage, become necessary to institute eviction proceedings. The Tenant agrees that, should eviction proceedings be instituted against him for any reason whatsoever, he will be able to use the Alternative Accommodation as a place of residence.</p> | |

Annexure F (continued)

Acknowledgements by the Tenant and Parent / Guardian / Account Payer

| | Clause or Section | Initial |
|----|--|---------|
| 27 | Clause 26 Costs (legal costs) – The Tenant shall pay on demand to the Landlord or Property Practitioner all legal costs between attorney and own client incurred by the Landlord or Property Practitioner in respect of any legal steps taken in terms of this Lease Agreement. | |
| 28 | Clause 31 Regulatory Compliance – (The Tenant’s credit record) The Tenant consents to and authorises the Landlord and / or the Property Practitioner to: contact, request and obtain any information at any time and from any credit provider (or potential credit provider), bank or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant; and 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. The Tenant acknowledges that the Landlord and Property Practitioner (as the case may be) will collect, use and process the Tenant’s Personal Information for the purpose of the Application Process and entering into this Lease Agreement; performing their obligations in connection with this Lease Agreement; pursuing their legitimate interests under this Lease Agreement, which will include the right to process the Personal Information of the Tenant in the event of a sale or prospective sale of the Premises; and the general administration of the relationship between Parties. In addition to the aforementioned provisions of this clause 31, both Parties undertake to ensure compliance with all Data Protection Legislation when processing Personal Information of the other Party. | |
| 29 | Clause 32 Non Variation / Entire Agreement / Mutual Support (amendments to the terms of the Lease Agreement) – 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. The Landlord and the Tenant agree that this Lease Agreement is the whole agreement between the Parties in regard to its subject matter. | |
| 30 | Clause 16 Reasonable Access to the Premises – The Landlord, the Property Practitioner and their agents and / or contractors may require access to the Premises in order to inspect the Premises, or to make repairs, alterations, additions, modifications or improvements to the Premises. The Tenant agrees to give access to the Premises for the purposes referred to in clause 16.1, provided that the Landlord or Property Practitioner (as the case may be) gives the Tenant reasonable notice of the need for such access. In the event that emergency work needs to be done at the Premises, the Tenant shall be required to give the Landlord, the Property Practitioner, its agents and / or contractors immediate access to the Premises. | |
| 31 | Clause 42 & Annexure D Additional Services (free data, electricity and unit cleaning) – Are services and/or products supplied to the Tenant free of charge on the condition that the Tenant’s account is paid up to date. Should the Rental not be paid by the 5 th of a month, or if the Tenant is in arrears, the services will be forfeited. No past Additional Services forfeited will be granted to the Tenant once forfeited, regardless of if the Tenant’s account is paid up to date after the 5 th or in the following months. The Additional Services will be provided in terms of Annexure D. | |
| 32 | Clause 2 Definitions – There are various important definitions to words or terms to take note of that will apply in the interpretation of the lease agreement. | |
| 33 | Clause 33 Landlord’s Hypothec (ownership of items brought onto premises) – 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. | |

Even though these sections are highlighted as important, the Tenant should take cognisance of all relevant sections and the Lease Agreement in its entirety. The aforementioned are only extracts from various import sections and Tenants are advised to refer to the individual sections and the Lease Agreement in its entirety.

SIGNED by **TENANT**

Date: _____

SIGNED by the **Parent/Guardian/account payer:**

Date: _____