

RESIDENTIAL LEASE AGREEMENT – CONSUMER (CPA) LEASE

SCHEDULE TO THE LEASE

GENERAL DETAILS

1.1	The Agent	
1.2	The Landlord	
	Registration number / identity number	
	VAT registration number	
1.3	The Tenant	
	Registration number / identity number	
1.4	The Property	
1.5	Full names and maximum number of occupants of the Premises	

TENANT COSTS

1.6	The rent	R
1.7	The deposit	R
1.8	The lease preparation fee	R
1.9	The credit check fee	R
1.10	Deposit administration fee	R
1.11	Rental escalation	%

1.12	The Landlord's nominated bank account	
	Name of account holder	
	Bank	
	Bank branch	
	Branch code	
	Account number	
	Reference	

1.13	The Landlord's address(es)	
	Physical	
	Postal	
	Telefax	
	Email	

1.14	The Tenant's address(es)	
	Physical	
	Postal	
	Telefax	
	Email	

1.15	Lease start date	
1.16	Lease end date	
1.17	Renewal Lease Period	

1.18	Key return date and time		
1.19	Was the Tenant approached directly by the Landlord to lease the property?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
1.20	Maximum cancellation penalty not less than		Month/s but not more than
			Months Rental
1.21	Other Provisions		

THE LEASE

DEFINITIONS AND EXPLANATIONS

1. In this Agreement, the words below mean the following:
 - 1.1 "Business Day" means any day of the week, excluding Saturdays, Sundays and public holidays;
 - 1.2 "the Consumer Protection Act" means the Consumer Protection Act (No 68 of 2008) together with the final regulations;
 - 1.3 "the Companies Act" means the Companies Act (No 71 of 2008);
 - 1.4 "defect" means any material imperfection in the manufacture of the goods or components that renders the goods less acceptable than persons generally would be reasonably entitled to expect in the circumstances; or any characteristic of the goods or components that renders the goods or components less useful, practicable or safe than persons generally would be reasonably entitled to expect in the circumstances;
 - 1.5 "Fair Wear and Tear" means any decline which results from ordinary use and exposure over time, including breakage or malfunction due to age or deteriorated condition, but not where such decline results from negligence, carelessness, accidents, or abuse by the Tenant or its visitors;
 - 1.6 "this Lease" means this Agreement of Lease, together with any annexures hereto;
 - 1.7 "Payprop" means Property Payment Solutions (Pty) Ltd, Registration Number 2005/001364/07 with its registered offices situated at 38 Dorp Street, Stellenbosch;
 - 1.8 "the Protection of Personal Information Act" means the Protection of Personal Information Act (No 4 of 2013);
 - 1.9 "the Rental Housing Act" means The Rental Housing Act (No 50 of 1999 (as amended));
 - 1.10 "Signing" or "sign" means a handwritten signature, an advanced electronic signature or an electronic signature as defined in the Electronic Communications and Transactions Act (No 25 of 2002);
2. Any reference to one gender includes the other gender.
3. Any reference to the singular includes the plural and any reference to the plural includes the singular.
4. No provision of this Lease must be interpreted to contravene or limit the applicable provisions of the Consumer Protection Act or the Rental Housing Act. Therefore, in the event of any conflict between the provisions of this Lease and the Consumer Protection Act or the Rental Housing Act, the provision/s which is/are the most beneficial to the Tenant will prevail.

THE LEASE

5. The Landlord leases the Premises to the Tenant, and the Tenant rents the Premises from the Landlord in terms of this Lease for the duration specified in 1.15 and 1.16 of the Schedule.
6. The Landlord has appointed the Agent specified in 1.1 to act on his behalf in the administration of this Lease, and where applicable, on behalf of the Landlord.
7. The only parties who are entitled to occupy the Premises are as stated in 1.5 of the Schedule.
8. The Tenant will use the Premises exclusively as a residence.

THE DEPOSIT

9. The Tenant will pay a deposit to the Landlord when signing this Lease.
10. The deposit amount is as stated in 1.7 of the Schedule.
11. The deposit will be invested by the Landlord in an interest-bearing account with a registered financial institution.
12. Upon termination of this Lease, and after deducting any amounts owing to the Landlord for arrear rental or damages, and to the Agent for transaction fees and the deposit administration fee listed in 1.10 of the Schedule, the Landlord will within 14 (fourteen) days after the Premises has been properly handed over to the Landlord by the Tenant, pay the balance of the deposit (if any) to the Tenant, together with interest accrued thereon.

13. The Tenant may not ask the Landlord to use the deposit for any rental which the Tenant owes the Landlord, including the last month's rental.
14. Notwithstanding anything else contained herein, the Landlord may, in his sole discretion, accept a written guarantee in a form acceptable to the Landlord, instead of payment of the deposit (or part thereof).

MONTHLY RENTAL

15. The Tenant must pay the Landlord the amount as stated in 1.6 of the Schedule monthly, in advance. This amount must clear in the Landlord's account by no later than the first day of the relevant month.
16. The Landlord may require the Tenant to make payment of the monthly rental by means of a debit order or electronic transfer payment, directly into the Landlord's bank account.
17. The Landlord's nominated bank details for the receipt of the Tenant's payments are as stated in 1.12 of the Schedule.
18. The Tenant will be liable for all bank charges.
19. The Tenant will be liable to the Landlord for interest on late payment at the prime overdraft rate as published by the Landlord's bankers, plus 2%, calculated from the first day of the month on which the rental was due.
20. The rent will increase every year, with effect from the anniversary date of the Lease, at the rate as stated in 1.11 of the Schedule.

OTHER CHARGES

21. The Tenant must reimburse the Landlord for all services in respect of the Premises for which the Landlord is billed, including, but not limited to electricity, water, alarm system, DSTV, gas, sewerage, refuse removal and all utility charges, including increases in these charges.
22. If the Tenant arranges directly with any service provider to supply a service to the Premises, the Tenant must pay such service provider directly and cancel such service upon the termination of this Lease, with effect from the date of termination of this Lease or any renewal hereof.
23. If the Tenant does not comply with clauses 21 and 22 above, the Landlord may deduct appropriate amounts from the deposit to make any such payments, or payments for late penalties or administrative fees incurred. The Landlord will have the right to call upon the Tenant to replenish the deposit by the amount paid out by the Landlord in terms of this clause.
24. Although the Landlord is responsible for the payment of all rates, taxes and levies in respect of the Premises, the Landlord may off-set any increase during the period of this Lease or renewal thereof by increasing the rental on a pro rata basis.
25. The Tenant agrees to pay the Lease preparation and credit check fees as specified in 1.8 and 1.9 of the Schedule to the Landlord's appointed agent before taking occupation of the Premises.

INSPECTION OF THE PREMISES

26. The Tenant and the Landlord will jointly inspect the Premises before the Tenant moves in, in order to determine whether there is any existing damage or defects in the Premises. Any such damage or defects will be written down and attached to this Lease, and will form a part of this Lease as an annexure in terms of Section 5(7) of the Rental Housing Act.
27. If the Tenant discovers any damage or defects in respect of the Premises after the inspection, which should have been recorded above, the Tenant must notify the Landlord within 7 (seven) days of becoming aware of them, so that the Landlord can confirm whether such damage or defects exist. If they do, the Landlord will remedy them or provide the Tenant with a written acknowledgment that they do exist.
28. The Landlord is not liable for any damage or defects which the Tenant knew or ought to have known about at the inspection but did not request the Landlord to take note of.

29. Within 3 (three) days before this Lease ends, the Landlord and the Tenant will jointly inspect the Premises to determine if any damage was caused to the Premises or furniture (if the Premises contain the Landlord's furniture) during this Lease or any renewal hereof. If the Tenant does not participate in such inspection, the Landlord will inspect the Premises within 7 (seven) days after this Lease ends, without the Tenant, to determine if any damage was caused to the Premises or the Landlord's furniture, if applicable.
30. The Landlord can (a) deduct money from the Tenant's deposit to repair any damage referred to in clause 29 above, and (b) charge the Tenant for any amount in excess of the deposit amount. The excess amount will be payable immediately upon demand, if the cost of repairs referred to in clause 29 exceeds the deposit amount.
31. The Landlord will be allowed to inspect the Premises when necessary at a reasonable time and upon 48 (forty eight) hours' notice to the Tenant.
32. The Tenant acknowledges that prior to the commencement of this Lease:
- 32.1 he has inspected the Premises and is satisfied that the Premises are fit for the purpose for which he intends to lease it and that the Premises appear to be in a good state of repair and condition;
- 32.2 all keys, locks, glass windows, electrical installations, sanitary ware, sewerage pipes, stoves, water taps, geysers and other appliances including all the moveable items appear to be in good condition.
33. The Tenant further acknowledges that should he, at any time after taking occupation of the Premises, discover any defects in the Premises and/or any of the movables therein, he will give written notice of this to the Landlord within 7 (seven) days of becoming aware. Failure to timeously give such notice may be construed as an acknowledgment that the defects did not exist. The Landlord is only responsible to make repairs in respect of any defects or damage if (a) the Tenant complied with the provisions of this clause, (b) the damage was not caused by the Tenant; and (c) the defects and damage materially disturb the Tenant's use and occupation of the Premises.

GENERAL DUTIES OF THE TENANT

34. The Tenant must:
- 34.1 look after the Premises, including any garden and gates, and ensure they are kept clean and in good order and condition;
- 34.2 maintain all keys, locks, doors, windows, geysers, water taps and accessories in the Premises;
- 34.3 regularly clean the inside of the Premises, including the carpets, floor coverings and tiles;
- 34.4 maintain, replace and repair all electrical globes, fittings, switches, water-borne taps, stoves, locks, handles, and windows in the Premises;
- 34.5 repair or replace any broken, damaged or missing items in the Premises which belong to the Landlord, unless these items were recorded as having been broken, damaged or missing at the commencement of this Lease;
- 34.6 take all reasonable steps to stop blockage and obstruction in the drains, sewage pipes and water pipes in the Premises;
- 34.7 respect the rights of use and enjoyment of neighbours;
- 34.8 comply with all laws and regulations relating to the Premises. If the Landlord is fined or penalised because the Tenant breached a law or regulation, the Landlord will be entitled to recover any related costs from the Tenant;
- 34.9 return the Premises at the end of this Lease in the same order and condition it was received, apart from Fair Wear and Tear.
35. The Tenant must not:
- 35.1 sub-let or allow anyone else to reside in or occupy the Premises without the prior written approval of the Landlord, who has the sole discretion to refuse;
- 35.2 leave the Premises unoccupied for more than 6 (six) weeks at a time or for any duration with the intention of leaving permanently, prior to the end of this Lease;
- 35.3 allow refuse to gather inside or outside the Premises, except in rubbish bins;
- 35.4 make any structural changes or additions to the Premises;
- 35.5 drive nails or other objects into any portion of the Premises or otherwise deface it;
- 35.6 paint the interior or exterior of the Premises without the prior written approval of the Landlord;
- 35.7 interfere with the electrical or plumbing system in the Premises unless the Tenant is doing maintenance which this Lease allows him to do;
- 35.8 use any gadgets, tools or liquids which may explode and cause the insurance policy of the Landlord to be questioned by the Landlord's insurers;

- 35.9 hang or place any signs, notices or advertisements anywhere on the Premises without the prior written approval of the Landlord;
- 35.10 while this Lease is in place, remove any of the Tenant's furniture, as this is property that can be sold by the Sheriff of the Court, if the Tenant does not pay the rental.

IMPROVEMENTS BY THE TENANT

36. The Tenant may not make any improvements, alterations or additions to the Premises without the prior written approval of the Landlord.
37. Any improvements, alterations or additions which the Tenant makes to the Premises, will become the property of the Landlord without the Landlord being obliged to pay the Tenant.
38. If the Landlord asks the Tenant to remove any improvements, alterations or additions made to the Premises when this Lease ends, as required under this Lease, the Tenant must do so. The Tenant must also fix any damage or unsightliness resulting from the Tenant removing such improvements, alterations or additions so that the Premises is in the same condition it was in when it was handed over to the Tenant.

GENERAL DUTIES OF LANDLORD

39. The Landlord will, at his own cost, keep and maintain, in good order and condition, apart for Fair Wear and Tear, the exterior of the Premises, which will include the roof, gutters and drain pipes. Doors and windows will be maintained by the Landlord. However, the Tenant will be responsible for any damage caused for the duration of the Lease Period.

HOUSE AND BODY CORPORATE RULES

40. The Tenant will at all times comply with such rules and regulations ("House Rules") as laid down in writing by the Landlord, which are attached hereto in terms of Section 5(8) of the Rental Housing Act and deemed to be a material part of this Lease. The Tenant will furthermore ensure that the Tenant's visitors do the same.

MAINTENANCE AND REPAIR WORK

41. The Tenant must promptly complete repair work for which he is responsible under this Lease. If the Tenant does not do so, the Landlord may have such work done and require the Tenant to pay for it upon demand.
42. If the Tenant discovers that maintenance or repair work needs to be done which the Tenant is not responsible for, the Tenant must advise the Landlord accordingly, as soon as the Tenant is aware that such work needs to be done.
43. The Landlord may on occasion elect to upgrade, refurbish and/or redevelop the Premises. In such an event, the Landlord will be entitled to require the Tenant to vacate the Premises for a reasonable time in order to allow for such upgrading, refurbishing and/or redevelopment, provided that the Landlord give the Tenant 30 (thirty) days' notice in writing. While the Tenant does not occupy the Premises (in terms of this clause), payment for rental will not be required from The Tenant.
44. Such upgrading, refurbishing and/or redevelopment of the Premises will not give the Tenant any claim against the Landlord.
45. The Tenant acknowledges that the Landlord may increase the rental following an upgrade of the Premises.

REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD

46. If the Landlord or its contractors need access to the Premises to inspect it or make reasonable repairs, alterations, additions, modifications or improvements, the Tenant must give the Landlord reasonable access for this purpose. The Landlord must give the Tenant reasonable notice to make arrangements for this.

47. However, if emergency work needs to be done at the Premises, the Tenant must give the Landlord and/or contractors immediate access to the Premises.

MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS

48. The Landlord may display "TO LET" signs for 3 (three) months before this Lease ends (including any renewal periods hereof), and a "FOR SALE" sign at any time during this Lease on and around the Premises.
49. During the abovementioned period, the Tenant must allow the Landlord access to the Premises in order to show it to prospective Tenants and purchasers once a week by arrangement with the Tenant and on at least 2 (two) Sundays per month between the hours of 12:00 and 17:00. The Landlord can contact the Tenant directly on such days to arrange for access.

SURETYSHIP

50. If the Tenant is a body corporate, partnership, association, company, close corporation or trust, the trustees, partners, directors or members (as the case may be), by signing this Lease, confirm that they agree to be personally liable under this Lease, together with the Tenant, and sign the annexure hereto entitled "Suretyship".
51. If the person signing this Lease is not the Tenant, the person signing confirms they have the authority to do so and accepts liability jointly and severally with the Tenant as surety and co-principal debtor, for amounts which the Tenant may owe the Landlord under this Lease.

LIABILITY OF THE PARTIES

52. The Parties cannot sue each other for any loss, damage or injury which they suffer unless:
- 52.1 the Party being sued was negligent or acted with wilful intent; or
- 52.2 the Party being sued breached the provisions of the Consumer Protection Act or the Rental Housing Act.
53. In addition, the Landlord is not responsible, except in the case of gross negligence or a contravention of any laws, for any such loss, damage or injury which the Tenant may suffer.
54. To the extent legally permissible, the Landlord will not be liable for any indirect, special, consequential or punitive damages arising out of this Lease.

RIGHT OF CANCELLATION BY TENANT WITHOUT REASON OR PENALTY IN TERMS OF SECTION 16 OF THE CONSUMER PROTECTION ACT

55. The Landlord and Tenant confirm that, based on the manner in which the Property was marketed (indicated in 1.19 of the Schedule to this Lease), that the following will apply:
- 55.1 if the Landlord first approached the Tenant directly with a view to concluding this Lease, and this resulted in the conclusion of this Lease, the Tenant has the right to cancel this Lease without reason or penalty within 5 (five) Business Days of signing this Lease by giving the Landlord written notice of such cancellation. The Tenant is entitled to a refund of any payments made to the Landlord in terms of this Lease within 15 (fifteen) Business Days after he has given notice.
- 55.2 if the Landlord did not first approach the Tenant directly to persuade the Tenant to conclude this Lease and the Tenant contacted the Landlord of his own accord to discuss the leasing of the Premises, the Tenant does not have the right to cancel this Lease without reason or penalty within 5 (five) Business Days of signing this Lease.

LANDLORD'S DUTY TO NOTIFY TENANT BEFORE END OF LEASE PERIOD

56. The Landlord will notify the Tenant in a letter, between 40 (forty) and 80 (eighty) Business Days before the end of the Lease Period, of the following:
- 56.1 the date that the Lease Period ends and if the Landlord wants the Lease term to continue; In the event of the Tenant wanting to accept a renewed Lease Period offered by the Landlord, the Tenant must notify the Landlord, in a letter, by no later than 30(thirty) days before the end of the Lease Period.
 - 56.2 that this Lease will be automatically continued on a month-to-month basis after the Lease Period ends, unless the Tenant expressly asks the Landlord not to continue this Lease, or the Parties enter into a new lease for a fixed period;
 - 56.3 any material changes that apply if this Lease is automatically continued on a month-to-month basis after the end of the Lease Period.
57. If this Lease is continued on a month-to-month basis in terms of the above clause, either party may end this Lease without reason or penalty, provided that this Party gives the other Party a calendar month's written notice of termination.
58. The Tenant may not, however, extend its occupation of the Premises while in breach or default of any of the terms of this Lease.

BREACH OF THIS LEASE BY THE TENANT

59. In the case of a material breach of this Lease by the Tenant, the Landlord may cancel this Lease if the Tenant does not remedy such breach within 20 (twenty) Business Days of notification being sent to the Tenant, in writing, instructing the Tenant to do so. In the event that any further material breach occurs during the Lease Period, subsequent to this notice, this Lease may be cancelled immediately.
60. The Landlord may approach the Court for relief:
- 60.1 where the breach involves non-payment of Rental by the Tenant, for its recovery;
 - 60.2 where the breach consists of not giving up possession of the Premises after the termination of this Lease;
 - 60.2.1 for the recovery of possession of the Premises from the Tenant;
 - 60.2.2 for the recovery of compensation for the use and occupation of the Premises by the Tenant; and
 - 60.2.3 for the recovery of damages suffered by the Landlord as a result of the breach.

BREACH OF THIS LEASE BY THE LANDLORD

61. If the Landlord commits a material breach of this Lease, the Tenant may apply to a Court for the recovery of any damages suffered by the Tenant as a result of such material breach; and for specific performance by the Landlord of any obligation under this Lease.
62. The Tenant may also cancel this Lease, without penalty, if the Landlord does not remedy the material breach within 20 (twenty) business days of notification being sent to the Landlord instructing the Landlord to do so.

RIGHT OF TENANT TO CANCEL THIS LEASE BEFORE THE LEASE PERIOD ENDS

63. If the Tenant chooses to cancel this Lease for any reason other than a material breach of this Lease by the Landlord, the following will apply:
- 63.1 the Tenant must give the Landlord at least 20 (twenty) Business Days written notice of cancellation;
 - 63.2 the Landlord can recover any loss suffered as a result of the early cancellation of this Lease by charging the Tenant a reasonable cancellation penalty, which will be no less than the amount as stated in 1.20 of the Schedule, depending on the circumstances of the cancellation, including the amount of time until the Lease Period ends and on the Landlord's likelihood of finding another Tenant within a reasonable time. The Tenant agrees this is a fair and reasonable cancellation penalty;
 - 63.3 if by acting reasonably and diligently the Landlord is able to enter into a new Lease during the 20 (twenty) Business Day notice period, and the new Lease is equal to or longer than the remaining period of this Lease, the Tenant need only pay the advertising costs incurred by the Landlord. Such advertising costs cannot be more than the reasonable cancellation penalty agreed to above.

RIGHT OF LANDLORD TO CANCEL THIS LEASE BEFORE THE LEASE PERIOD ENDS

64. The Landlord may cancel this Lease on 2 (two) months' written notice on the following conditions:

- 64.1 the Landlord intends to move into the Premises; or
- 64.2 the Landlord intends to sell the Premises.

VACATING OF PREMISES

- 65. Should this Lease not be renewed, the Tenant agrees to return all keys, remotes and means of accessing the Premises by no later than the return date specified in 1.18 of the Schedule.
- 66. Should this Lease terminate before the intended Lease end date, either by cancellation or breach by either party, the Tenant agrees to return all keys, remotes and means of accessing the Premises by no later than 12 noon on the day on which this Lease has terminated.

ARBITRATION

- 67. As an alternative to having any dispute arising between the Parties settled by a Court, either Party may choose to have such dispute resolved through arbitration.
- 68. If either Party notifies the other that it wishes to refer a dispute to arbitration, the Parties shall try to reach agreement on the appointment of a particular independent expert to resolve the dispute.
- 69. If the Parties are unable to agree on the selection of an independent expert:
 - 69.1 a senior advocate or attorney with at least 10 (ten) years' experience must be appointed by the auditor or accountant of the Landlord to resolve the dispute; or
 - 69.2 if the Landlord does not have an auditor or accountant, the dispute must be resolved through an arbitration process which will be conducted under the Expedited Rules of the Arbitration Foundation of Southern Africa, by an arbitrator selected in accordance with such rules.
- 70. The Party referring the dispute to arbitration must pay any costs related to the arbitration but such costs may be recovered by either Party through any costs order made by the arbitrator.
- 71. When a dispute is referred to arbitration:
 - 71.1 the dispute will be determined only by arbitration;
 - 71.2 any award or judgment by the arbitrator will be final and binding; and
 - 71.3 all court proceedings pending at the time when the dispute is referred to arbitration must be terminated.

COSTS

- 72. If either the Landlord or Tenant takes legal action against the other, both can claim costs from the other on the same scale of costs.
- 73. The Tenant or Landlord must also pay any reasonable charges that the innocent Party incurs due to late payments by the other Party.

PERSONAL INFORMATION

74. The Tenant consents to the Landlord accessing, storing, screening or processing its personal information, as defined in the Protection of Personal Information Act, which the Landlord reasonably requires. This is subject to the Landlord complying with all provisions of this Act.
75. The Tenant consents to the Landlord sharing data on the Tenant's payment profile as relates to his performance on the terms of this Lease with any member of the Credit Providers Association.

DAMAGE TO OR DESTRUCTION OF THE PREMISES

76. Should the Premises at any time during the Lease Period be destroyed or damaged to such an extent, by whatever cause, as to deprive the Tenant of the beneficial use of the Premises, then this Lease will terminate, and each Party will remain liable for its obligations in terms of this Lease up to the date of such termination but, save as aforesaid, and subject to clause 77 below, neither Party shall have any further claim against the other.
77. In the event of the Premises being only partially damaged, this Lease will continue to have force and effect and the Landlord will, as soon as is reasonably possible, repair such damage. The Tenant will be entitled to a reduction of rent during the period in which the Premises are not wholly suitable for occupation. The amount of the deduction will be agreed upon by the Landlord and the Tenant, or if such agreement cannot be reached, the Parties will agree upon an independent third party to decide on the reduction.
78. Notwithstanding the provisions of clause 77 the Tenant will, in the event of the Premises being only partially damaged, continue to pay the full amount of rent until such time as the reduction of rent is determined by the Landlord.
79. After the amount of the reduced rent has been determined, the Landlord will credit the Tenant with such amount as the Tenant may have paid in excess of the reduced rent.
80. The provisions of clause 76 above will not prejudice any claim which the Landlord may have against the Tenant where any destruction of or damage to the Premises is occasioned by the act or neglect of the Tenant or of any person for whose action the Tenant is responsible in law.

LETTERS AND NOTICES

81. All letters or notices for the purposes of this Lease will be delivered by hand, electronic transmission or facsimile.
82. If delivered during the receiving party's business hours, such letters or notices will be or considered to be received on the date of their delivery by hand or transmission of the successful facsimile or electronic transmission, even if the party is not present at the address at the time of delivery or transmission. If the letter or notice is delivered after the receiving party's business hours, such letter or notice will be presumed to have been received on the following Business Day from date of delivery or transmission.
83. For purposes of the above clauses, the contact details of the Landlord and the Tenant will be the as stated in 1.13 and 1.14 of the Schedule.

TENANTS WHO ARE FOREIGNERS

84. If the Tenant is not a citizen or permanent resident of South Africa, he confirms that he (a) is not in the country in contravention of the Immigration Act 13 of 2002, and (b) has permission to be in the country for the period of this Lease (including any renewal of this Lease).

PARTIES MARRIED IN COMMUNITY OF PROPERTY

85. If any person signing this Lease is married in community of property, and insofar as this may be necessary, he confirms that his spouse gave him permission to sign this Lease.

APPLICABLE LAW

86. This Lease will in all respects be governed by and construed under the laws of the Republic of South Africa.
87. The Parties hereby consent to the jurisdiction of the Magistrates' Court, notwithstanding the fact that such action may otherwise be beyond the jurisdiction of such Court, and this clause will be regarded as constituting the necessary written consent granting jurisdiction to the Magistrates' Court in terms of Section 45 of the Magistrates' Court Act 32 of 1944.

GENERAL

88. This Lease constitutes the whole of the agreement between the Parties relating to the matters dealt with herein and, save to the extent otherwise provided herein, no undertaking, representation, term or condition relating to the subject matter of this Lease not incorporated in this Lease it will be binding on both Parties.
89. This Lease supersedes and replaces any and all agreements between the Parties in relation to the subject matter hereof.
90. No addition to or variation, deletion or agreed cancellation of all or any clauses or provisions of this Lease will be of any force or effect unless in writing and signed by the Parties.
91. If either Party for any reason chooses not to act against the other in the event of a breach of any provision of this Lease, this will not constitute a waiver of any of his rights and he may still demand compliance with the provisions of this Lease at a later stage.
92. No waiver, suspension or postponement by either Party of any right arising out of or in connection with this Lease will be of any force or effect unless in writing and signed by that Party. Any such waiver, suspension or postponement will be effective only in the specific instance and for the purpose given.
93. All provisions and the various clauses of this Lease are, notwithstanding the manner in which they have been grouped together or linked grammatically, severable from each other. Any provision or clause of this Lease which is or becomes unenforceable in any jurisdiction, whether due to voidness, invalidity, illegality, unlawfulness or for any other reason whatever, will, in such jurisdiction only and only to the extent that it is so unenforceable, be treated as pro non scripto and the remaining provisions and clauses of this Lease will remain of full force and effect. The Parties declare that it is their intention that this Lease be executed without such unenforceable provision if they were aware of such unenforceability at the time of execution hereof.
94. The expiration or termination of this Lease will not affect any provisions which out of necessity must continue to have effect after such expiration or termination, notwithstanding any failure of the clauses to expressly provide for this.
95. Neither this Lease nor any part, share or interest herein nor any rights or obligations hereunder may be ceded, delegated or assigned by either party without the prior signed written consent of the other, save as otherwise provided herein.
96. If this Lease (or any part of it) is signed by the Landlord and Tenant on different copies, it will be valid despite the fact that the signatures of the Parties do not appear on a single document.
97. The Tenant confirms he has read and understands this Lease, that all necessary clauses have been explained by the Landlord, that he has further been advised of all his rights in terms of this Lease, and the relevant sections of the Consumer Protection Act where applicable, and that he signs this Lease freely and voluntarily.

SPECIAL CONDITIONS

98. The Agent specified in 1.1 makes use of the services of PayProp to process rental collections and payments to beneficiaries. PayProp is a registered estate agent under the provisions of the Estate Agency Affairs Act (No 112 of 1976) processing all rental monies through properly constituted trust accounts which are subject to annual audits and protected by the Fidelity Fund operated by the Estate Agency Affairs Board. By signing this Lease, the Tenant and the Landlord acknowledge the joint mandate of the Agent and PayProp to act on instruction of the Landlord.
99. All contracting parties agree to be bound by the additional provisions specified in 1.21 of the Schedule.

Landlord

DATE: _____ PLACE: _____

TIME: _____

WITNESS _____

Tenant

DATE: _____ PLACE: _____

TIME: _____

WITNESS _____

SURETYSHIP

Annexure "A"

I, the undersigned,

[Insert full name and identity number]

("the Surety")

Do hereby bind myself as surety and co-principal debtor, jointly and severally to _____ (the Landlord) for the due and proper fulfilment of all the obligations of _____ (the Tenant) and for the punctual payment of all sums which are or may become due by the Tenant arising out of this Lease or the renewal of this Lease between the Landlord and the Tenant, in terms of which the Landlord has let to the Tenant the Premises situated at _____.

Surety

DATE: _____

PLACE: _____

TIME: _____

WITNESS _____

[HOUSE RULES AND DEFECT LIST TO BE INSERTED]