



## AGREEMENT OF LEASE - CPA

Between

Century City Property Investment Trust Registration number IT2630/2006 & Kloof Property Holdings Pty Ltd Registration Number 2015/102434/07 trading as Kloof Century Resi Joint Venture & Represented by: J du Preez for Invitation Homes ("the Agent"), its successors or assigns,  
Hereinafter referred to as "the Lessor"

And

**Tenants Full Names and ID number**

Hereinafter referred to as "the Lessee"

Subject to the following Terms and Conditions:

IF THE LESSEE IS A NATURAL PERSON THE CONSUMER PROTECTION ACT (the CPA) WILL APPLY

### TAKE SPECIAL NOTE OF CLAUSES:

1. The Premises
- 2.1. Period of the Lease
3. Costs
4. Payment of Rent, Surcharge Fee, Banking Costs and Banking Details
5. Deposit
8. Electricity and Water
11. Maintenance and Repairs
17. Improvements
20. Rules and Regulations
23. Inspection
- 23.5. Penalty for Failure to Attend Inspection
27. Cancellation of Lease
- 28.3. Liability for Legal Costs
- 32 Letters and Notices
- 33.9 Bound by Lease
- 33.11. Surety
36. Special Conditions

### 1. THE LEASE

The Lessor hereby lets to the Lessee who hereby hires the following premises described as:

Residential property being: **Property details** (the "Premises")

**Parking Bay #**

subject to the terms and conditions of this Agreement of Lease ("the Lease").



## 2. DURATION

- 2.1. This Lease shall commence on **Start Date** ("the Commencement Date") and shall continue for a period of **Contract term** thereafter, terminating on **End Date** (the "Termination Date"), upon which date the Lessee unconditionally undertakes to vacate the Premises before 12 noon on the last day of the Lease.
- 2.2. The monthly rental amount will increase by an amount of 10% per annum upon the 1 (one) year anniversary of the Commencement Date, namely, the monthly rental amount will increase by a monthly amount **of R0.00 (increase amount)** as of **Increase date**.
- 2.3. If the lease is not cancelled by either the Lessor or the Lessee before the Lease ends, alternatively, if the lease period ends without the Lessee having issued written notice of his or her intention to renew in terms of clause 2.5. below, then the lease will automatically continue on a month to month basis and will require at least 2 (two) calendar months' written notice from the Lessee or Lessor to end the month to month lease. This month to month lease will include the annual increases as per clause 2.2. above.
- 2.4. The Lessor or Agent will notify the Lessee in writing between 40 (forty) and 80 (eighty) business days before the Termination Date and inform the Lessee of the following for the purposes of allowing the Lessee to decide whether to continue with the Lease after the expiry of the Initial Period:
- 2.4.1. date on which the Lease ends;
- 2.4.2. any changes that will apply if the Lease is renewed, alternatively, that the Lease will continue on a month to month basis;
- 2.4.3. any material changes to the Lease that will apply to such automatic renewal;
- 2.4.4. that the Lessee retains the right to cancel the Lease as stated above unless the Lessee notifies the Lessor in writing that the Lessee does not want the Lease to continue or agrees to the Lease being renewed for a further Lease period.
- 2.5. The Lessee must notify the Lessor within 10 (ten) business days after the notice set out in clause 2.4. above has been issued regarding his election to continue or terminate the Lease.



### 3. COSTS

#### 3.1. Initial Costs of this Lease

Details	Nett
Deposit	R 0.00
Contract Fee	R 1100.00
Pro-Rata Rental	R 0.00
Rental Amount	R 0.00
<b>Total</b>	<b>R 0.00</b>

#### 3.2. Administration Costs

The following administration costs will be charged by the Agent to the Lessee for the duration of this Lease, and which costs shall be subject to change without notice to the Lessee:

MANDATORY COSTS		VOLUNTARY COSTS	
Credit enquiry per prospective applicant	R250.00	Contract renewal fee	R650.00
Contract fee	R1100.00	Credit enquiry upon renewal per applicant	R150.00
Utilities or other services	See clause 4.1.	Consulting fee (face-to-face) per hour or pro rata part thereof	R287.50
Deposit fee	R350.00	Proof of residency confirmation letter	R150.00
		Cash deposit fee on monthly rent	Sum equal to bank charges
		Cancellation administration fee	R2,950.00
		Ad hoc, missed or pre-outgoing inspection fee	R250.00
		Incorrect payment reference used by Tenant	R50 per payment in addition to any bank fees incurred by Agent

The following costs will be charged by the Agent to the Lessee for the duration of this Lease in the event of arrears or breach of contract, and which costs shall be subject to change without notice to the Lessee:

<b>COST</b>	<b>AMOUNT</b>
Registered letter per letter	R37.40
Failed payment fee	R105.00
Late payment penalty fee	R350.00
Penalties on transgression of the Conduct Rules	As set out in the Rules
Unlawful occupation of additional persons not included in this Lease agreement	R1,000 per unlawful person, per instance
Monthly arrear monitoring fee	R90.00
Letter of demand	As charged by applicable debt collector
Summons and judgement	As per attorney and own client scale
Correspondence with Lessee's attorney	R650.00 per instance
Blacklisting fee	R150.00 per blacklisted person
Acknowledgement of debt	R600.00
In- and outgoing telephone calls	R20.52 per phonecall
Late vacating fee	R1000.00
Attorney handover fee	R600.00

#### 4. PAYMENT OF RENTAL BY THE LESSEE

- 4.1. The monthly rental payable by the Lessee to the Landlord under this Lease, shall be the sum of **R0.00 (rental amount in words)**, which rental shall be payable monthly in advance, to be reflected as cleared funds in the bank account of the Lessor's agent set out in clause 4.3 below, **on or before the 1<sup>st</sup> day of each month for the period of the Lease.**
- 4.2. For purposes of collection of the monthly rental the Lessor utilizes the services of PEC Utility Management Proprietary Limited ("PEC") as its agent.



- 4.3. The Lessee is required to pay the monthly rental to PEC to collect on behalf of the Lessor by making payment into the following account, utilising the reference set out below, (the Lessee is responsible for ensuring that the correct reference is utilised and should this not occur bears the risk of the consequences set out in clause 4.4.7 below):

Account Name: PEC Utility Management (Pty) Ltd

Account number: 4089768267

Bank Name: ABSA Bank Limited

Branch Code: 632005

Account Type: Cheque account

Ref: **(Enter smart wallet number here)**

- 4.4. It is recorded that the Lessee hereby acknowledges and agrees as follows:
- 4.4.1. PEC acts as the agent of the Lessor in relation to the collection of the rental and notwithstanding any provision of this clause 4 the rental remains payable by the Lessee to the Lessor at all times;
- 4.4.2. PEC operates a smart meter system (the "system") whereby a unique reference number is assigned to each Lessee, which number is then linked to that Lessee's rental receipt account as well as the water and electricity meters for the Premises ("Smart Wallet Account");
- 4.4.3. upon payment to the PEC bank account referred to in clause 4.3. above, the system shall automatically transfer any outstanding rental to the Lessor and retain the balance as funds pre-paid for the benefit of the Lessee to be applied to the payment of Rental and/or payment for the consumption of electricity and water (including sewerage) as required;
- 4.4.4. it is acknowledged that the Lessee has received a digital copy of the PEC E-Wallet guide as attached to this Lease;
- 4.4.5. should the rental amount as per this Lease be in arrears then the Lessee shall not be able to purchase utilities through the Smart Wallet Account until such time that the rental amount is paid in full;
- 4.4.6. the system shall automatically update the balance of the Smart Wallet Account every 15 (fifteen) minutes, and as and when electricity and water charges (including sewerage) are deducted, the balance in the Smart Wallet Account shall reduce by the same Rand value; and
- 4.4.7. the Lessee hereby consents to the system automatically ceasing to permit the supply of electricity in the event that the balance of the Smart Wallet reduces to zero; provided that:
- 4.4.7.1 A Short Message Service ("SMS") is sent to the cellphone number provided by the Lessee, which SMS sets out that the credit balance of his/her Smart Wallet Account has been reduced to the sum of R 100.00 (one hundred Rand); and the Lessee shall receive resumption of the supply of electricity as soon as the system is updated (in



accordance with the provisions of clause 4.4.6 above) to reflect the receipt of sufficient funds to the Smart Wallet Account to cover any arrear rental, electricity charges, water charges, sewerage and/or any penalties interest and/or the like levied in relation to any such arrears in rental and/or electricity consumption and/or water consumption.

4.4.7.2. should there be a credit balance in respect of funds paid by the Lessee to PEC in his or her Smart Wallet in respect of anticipated utility charges, which funds are at that stage unutilised due to the termination of the lease for whatever reason, the Lessee hereby irrevocably consents to and mandates PEC to pay such funds directly over to the Lessor, such funds then to be utilised as an additional deposit, and the terms and conditions contained in clause 5 shall apply thereto.

- 4.5. If the Lessee pays the rental in cash and there are bank charges, the Smart Wallet Account will be credited by an amount equal to the full cash payment, but the Lessee shall be liable for all bank charges incurred in relation to the cash payment which bank charges shall be debited to the Smart Wallet Account and shall be payable on demand.
- 4.6. The Lessee shall not withhold, defer, or make any deduction from any payment due to the Lessor, whether or not the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee. The Lessee acknowledges and agrees that due to the automated nature of the Smart Wallet Account as set out in clause 4.4. above, in the event that the Lessee fails to make payment of the rental in full each month on or before the 1<sup>st</sup> day of the month together with a prepayment in respect of the future consumption of water and electricity, the Lessee may find himself/herself unable to obtain electricity via the Smart Wallet Account.
- 4.7. The Lessee **MUST** make sure that the agent/Lessor knows the rental payment has been made.

## 5. DEPOSIT

- 5.1. The Lessee shall, as security for the due fulfilment of all the Lessee's obligations in terms of this Lease, and immediately upon the signature of this Lease by the Lessee, the Lessee shall pay a deposit in an amount of **R0.00 (deposit amount in words)** to the Lessor's Agent as follows:

### Banking Details for Deposit Account:

Name: Property Payment Solutions

ABSA Account number: 4064759332

Branch Code: 632005

Account Type: Cheque Account

Ref: **MT0000**

- 5.2. The Lessor shall be entitled to deduct from such deposit set out in 5.1. above any amount payable by the Lessee unpaid, as well as any amount owing by the Lessee to the Lessor for damages suffered by the Lessor. The deposit may be utilised to repair any outstanding damages to the Premises, including but not limited to; agent service fees, deposit fees, outstanding rental, water, electricity, telephone charges, cleaning, repairs, penalties, parking, garden maintenance, inspection charges, rates, levies, redecoration, replacement of items missing in the inventory, legal fees and advertising costs, when applicable to pay the Lessor any rental that was not paid by the Lessee during the Lease, and to replace lost keys when the Lessee leaves the Premises at the end of the Lease. The Lessor shall only be liable



to refund the deposit, or portion thereof, whichever is applicable, to the Lessee after the full vacation of the Property by the Lessee.

- 5.3 In the event of any deduction from the deposit during the Lease, the Lessee shall, upon request by the Lessor, immediately reinstate the deposit to its full amount.
- 5.4 The Lessee agrees with the Lessor that the Agent shall invest the said deposit in an interest-bearing account for the benefit of the Lessee as per the rules of the EAAB. In investing, administering, managing and dealing with the deposit from time to time, a deposit administration fee set out in clause 3.2. shall be charged to the Lessee by the Agent. The Lessee undertakes that the said administration fee can be deducted from the deposit.
- 5.5 In the event of the rental payable in respect of a period of this Lease increasing, the Lessee shall not later than 7 days prior to the date of the stipulated increase, pay an additional amount in order for the deposit to be equivalent to the increased monthly rental.
- 5.6 The Lessee shall not, under any circumstances whatsoever, be entitled to withhold payment of the rent or any portion of the rent for the final month of the Lease, thereby setting off such payment against any deposit which the Lessee may have paid in terms of the Lease.
- 5.7 In the event of the Lessee failing, within a period of 12 (twelve) months calculated from the Lessee's vacation of the Premises, for any reason; -
- 5.7.1. to claim a refund to which the Lessee may be entitled to claim from the Agent under this Lease; and
- 5.7.2. to notify the Agent of its subsequent address; then the Agent shall be entitled, after making reasonable efforts, at the Lessee's cost, to trace the Lessee during the said period of 12 (twelve) months;
- 5.7.3.1. to recover such tracing costs, and, if unable to so trace the Lessee; and / or
- 5.7.4.2. to appropriate for itself the balance of the deposit and interest thereon.
- 5.8. The Lessee hereby waives all right to such money in favour of the Agent after expiry of the 12 (twelve) month period set out in clause 5.7. above.

**6. PERSONS TO OCCUPY THE PREMISES:**

- 6.1. If the Property has one bedroom, only two adults are permitted to reside therein.
- 6.2. If the Property has two bedrooms, only two adults and two children are permitted to reside therein.
- 6.3. If the Property has three bedrooms, only four adults and two children or two adults and four children are permitted to reside therein.

Only the number of occupants specified above, are allowed to reside in the Premises.

- 6.4. Persons specified to occupy the premises:



<b>ADULT OCCUPANTS FULL NAMES &amp; ID NUMBERS:</b>	<b>CHILD OCCUPANTS FULL NAMES:</b>
1.	1.
2.	2.
3.	3.
4.	4.

6.5. If it is reported that any persons other than those disclosed above reside in the premises, the penalty stipulated in clause 3.2. will be payable immediately and the unauthorised persons will be required evacuate the premises immediately.

6.6. It is further specifically recorded that failure to vacate as mentioned above, shall amount to a material breach of this Lease by the Tenant and the Landlord/Agent shall have the right to cancel this lease immediately and claim for any damages suffered.

## 7. USE OF PREMISES

7.1. The Lessee shall use the Premises solely for the purpose of a private residence.

7.2. The parking area shall only be used for parking vehicles, and the garage for parking vehicles, and storing items excluding any hazardous items, highly flammable or explosive items, perishables, animals, and may not be used as residential or business accommodation.

## 8. ELECTRICITY, WATER, REFUSE REMOVAL, TELEPHONE, ALARM, GARDENING SERVICES AND APPLICABLE LEVIES

8.1. The Lessee hereby acknowledges that his or her right to purchase electricity and water in terms of this Lease is purely personal and as a result of the contractual nexus flowing from this Lease, and further will be governed by the contents of this clause 8.

8.2. The Lessee shall:

8.2.1 purchase electricity and water via the Smart Wallet and will only be able to do so should the rental amount as per this Lease be paid to date and in full on the Smart Wallet as more fully set out in clause 4.4 above;

8.2.2 make arrangements should he/she so require, at his/her cost, to install a telephone, internet, DSTV and alarm services to the Premises and shall be responsible for all charges payable in connection with the aforesaid services as well as their disconnection;

8.2.3 pay the costs of all gas, sewerage, refuse removal, utility charges and any Council surcharges (including but not limited to the Home User Charge for electricity levied by Council) in respect of the Premises, including any increases in these amounts, which amounts shall be payable on demand.

8.3. The levies or taxes and rates on the Premises might increase during the Lease. If there is an increase, then the Lessor may increase the monthly rental by an amount equal to the increase in the levies or rates and taxes.

## 9. RATES AND TAXES

The Lessor shall pay all the levies, rates and taxes, payable in respect of the said Premises.



## 10. LESSEE'S OBLIGATIONS

### 10.1. The Lessee shall:

- 10.1.1. maintain the Premises (including the garden, equipment, gates, washer dryer and any and all other items in or on the Premises) and ensure that all is in good order and condition and regularly clean all carpets and other floor coverings and tiles. The Lessee shall keep the Premises as clean and in as good state as it was at the commencement of this Lease;
- 10.1.2 be responsible for the conduct of all the occupants and visitors in the Premises. Any drunkenness, disorderly, boisterous and other unseemly conduct which causes a nuisance, disturbance or annoyance, shall be deemed a material breach of this Lease, entitling the Lessor to exercise the remedies under clause 28 hereof;
- 10.1.3 be liable **for all damage** to any part of the Premises or any property within the complex within which the Premises is situated, caused by any act, omission or neglect committed by him or any member of his household, his staff or visitors or person's unknown. For the purpose of this Lease **all door handles, door locks, keys, glass, including window fasteners, electrical fittings and fixtures, baths, sinks, sanitation, drainage systems, refuse and appliances, washer dryer and water taps and outlets etc., shall be deemed to be part of the inside of the Premises**, and it shall be obligatory on the Lessee at his own expense to effect all necessary repairs and replacements. Should the Lessee not fulfil these obligations, the Lessor shall be entitled to rectify all defects and immediately **claim the costs thereof from the Lessee**;
- 10.1.4 not stick down wall to wall carpeting with adhesive tape or other materials, and nor will nails, tacks or similar articles be used for the securing of the carpet, which must be laid loosely up to the skirting. The Lessee hereby accepts full responsibility for all damage resulting from the laying of the carpets and agrees **to leave the floor in a clean and tidy condition when vacating**. Upon termination of the Lease for any reason whatsoever, the Lessee shall have the all carpets steam cleaned by a professional carpet cleaning company at his/her own cost. The Lessor reserves the right to arrange for the carpets to be cleaned by a professional carpet cleaning company should the cleanliness of the carpets not be up to a sufficiently high standard, the costs of which will be for the Lessee's account. If, despite professional carpet cleaning, the said carpets are still damaged or malodorous, the Lessee such replace such carpets, alternatively, the Lessor shall replace such carpets, the costs if which will be for the Lessee's account.
- 10.1.5 not leave refuse or allow it to accumulate in or about the Property except in adequate refuse bins suitably placed.
- 10.1.6 not interfere with the electrical, plumbing or gas system upon Premises unless the Lessee needs to perform certain maintenance as required in terms of this Lease. The Lessee shall ensure that the full complement of globes, lamp shades and light fittings are in good working order;
- 10.1.7 have faulty fuses and electrical fittings changed and repaired timeously and at his or her own expense;
- 10.1.8 keep all plumbing on the Premises in a clean and sanitary condition and free from blockage of any kind;



- 10.1.9 not keep or do anything around the Premises that may enhance any of the risks against which the Premises may be insured to the extent that the insurance of the Premises is rendered void or voidable or the premiums of such insurance are, or may be, increased;
- 10.1.10 upon vacating the Premises return to the Lessor all the keys he received upon taking occupation or pay for the cost of replacing keys which he failed to return;
- 10.1.11 be responsible for any redecoration of the inside of the Premises which may become necessary from time to time. Notwithstanding the aforesaid, the Lessee hereby agrees that he **will not paint the inside of the Premises without the Lessor's prior written consent and, if such consent is granted, the colour scheme must be the same as the one in which the Lessee initially received the Premises;**
- 10.1.12 shall not mark or paint or drive nails or affix screws or hooks into, or in **any way deface the walls, floors, ceilings or any part of the Premises;**
- 10.1.13 shall not do or permit or suffer to be done anything, which may in any way do or cause to be done or cause injury or damage or interference to the Premises including their contents, fixtures, fittings, equipment, apparatus or effects;
- 10.1.14 accepts that the Premises and equipment and every part thereof, including lavatory, bath, sink, basin, and their appurtenances shall be used only for the purpose for which they have been constructed and are intended; that no sweepings, rubbish, rags, ashes, chemicals or deleterious substances shall be put into the water closets; that he shall compensate the Lessor for any damage of whatsoever nature which may be caused by any misuse thereof, and shall be responsible, all at his own expense, to immediately clear blocked outlets and replace any equipment which may become lost or damaged;
- 10.1.15 shall be responsible for the maintenance and watering of the garden (if applicable).

## 11. MAINTENANCE AND REPAIRS

- 11.1. In the event the Lessee does not effect repairs which required of him or her by this Lease, the Lessor shall cause the repairs to be carried out, the costs of which will be for the Lessee's account.
- 11.2. If there are repairs to be effected on the Premises, which is part of the Lessor's obligations in terms of this Lease, the Lessee **MUST immediately give the Agent or Lessor written notice thereof.** The Lessor will attend to the necessary repairs and/or maintenance within a reasonable time after receipt of such notice from the Agent. Should the Lessee not provide the written notice as set out above, the repairs will be required to be effected by the Lessee within a reasonable time after the need for the repairs has come to his attention, or should have come to his attention, as the case may be. In this instance, the repairs shall also be for the account of the Lessee.

## 12. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

- 12.1. The Lessee will have no claim for damages against the Lessor (save for those relating to gross negligence or intent) and may not withhold or delay any payment due to the Lessor by reason directly or indirectly of:



- 12.1.1 a breach by the Lessor of any of its obligations under this lease;
- 12.1.2 any act or omission of the Lessor or any agent or servant of or contractor to the Lessor, or other tenant of the Lessor, whether or not negligent, or otherwise actionable at law, and including but not limited to any act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard, or other tenant;
- 12.1.3 the condition or state of repair at any time of the Premises;
- 12.1.4 any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, or any other amenity or service to the Premises, whatever the cause;
- 12.1.5 any breakdown of, or interruption in the operation of, any machinery, plant, equipment, installation, system, in or on, or serving, the Premises or any part of it including geyser, heat pump, boiler, burglar alarm, or security installation or system.

### 13. **DAMAGE THROUGH FIRE OR DESTRUCTION OF THE PREMISES**

If, as a consequence of natural causes, chance occurrence or fire the Premises is: -

- 13.1. wholly destroyed, this Lease shall thereupon terminate;
- 13.2. partially destroyed the Lessee shall enjoy an abatement of rent in proportion to the extent to which he is deprived of the use and occupation of the Premises until the partial destruction thereof is remedied. The amount of such abatement shall be agreed upon between the Lessor and the Lessee and if they do not agree, it shall be determined by arbitration.

### 14. **ANIMALS**

- 14.1. The Lessee shall not be allowed to keep any animals, including but not limited to domestic pets, on the Premises unless prior written consent was obtained from the Lessor and the Body Corporate and/or Home Owners Association (the latter two only if applicable), and which written consent may be withdrawn at any time and without notice thereof to the Lessee. Should the requisite consent be given, it is the responsibility of the Lessee to ensure that the Premises is not damaged in any way due to any animals being kept.
- 14.2. Should the Premises be damaged in any way due to domestic pets being kept on the Premises then it is the Lessee's responsibility to ensure that the Premises are restored to the condition it was in at the Commencement Date.

### 15. **VERMIN**

The Lessee undertakes to keep the Premises free from vermin of any description. If the Premises are found during the subsistence of this Lease to be infested with vermin, the Lessee shall at his own cost have the Premises hereby let fumigated to the satisfaction of the Local Health Authority concerned, failing which the Lessor, without prejudice to his rights, shall have the right to have such fumigation effected and forthwith to recover the costs thereof from the Lessee.



## 16. CONTRAVENTION OF LAWS

The Lessee shall not contravene or commit any contravention of any Law, By-Law, Regulation or Direction of any competent authority relating to or affecting the Premises let, or any rule of the Home Owners Association and/or Body Corporate and Lessor which is applicable.

## 17. IMPROVEMENTS

The Lessee shall not make any external or internal alterations or additions to the Premises whether structural or otherwise and the Lessee shall not paint or decorate the Premises without the Lessor's prior written consent.

## 18. SUB-LETTING

The Lessee shall not be entitled to cede or assign the Lease or sub-let or otherwise part with possession of the Premises or any portion thereof or to permit any other person to use or occupy the Premises or any portion thereof without prior written consent of the Lessor. Only the occupant/s mentioned in clause 6 hereof may reside in the Premises.

## 19. NUISANCE

- 19.1. The Lessee accepts that neither he, his servants, nor any member of his household, nor any visitors to the Premises shall do or permit the doing of any act or thing which may be or become an annoyance or disturbance to the Lessor or occupiers of other flats in the building or which may constitute a contravention of any laws or regulations, municipal or otherwise.
- 19.2. The Lessee shall control any children occupying or visiting the Premises so that they will not cause annoyance to other occupants of the building if any.
- 19.3. The Lessee shall not permit children to damage any portion of the Premises or any portion of the building or grounds (including but not limited to the irrigation system) and the Lessor reserves the right, if he deems it necessary, to decide that children shall play in a particular portion of the grounds and in no other portion. In the event of such decision being communicated in writing, the Lessee undertakes to see to its observance.
- 19.4. The Lessee accepts that between the hours of 23h00 and 08h00 no musical instruments of any kind shall be played on the Premises, nor any wireless or TV set operated, in such a manner as to be audible outside the Premises.

## 20. RULES AND REGULATIONS OF LESSOR AND/OR THE BODY CORPORATE AND/OR HOME OWNERS ASSOCIATION

The Lessee agrees that he/she has read the rules and/or regulations made by the Lessor and the Body Corporate and/or Home Owners Association (if applicable) (the "Rules") and understands such Rules. The Lessee further agrees that the terms of the Rules are an essential part of the Lease. The Lessee agrees that any breaching of the Rules is considered by the Lessor **to constitute a breach of the terms of this Lease and the Lease may be cancelled on that basis.**

## 21. PARKING

The Lessee shall not park nor allow anyone to park any vehicle on any driveway, grassed area or grounds of the Premises except in his or her specifically allocated parking area or in an area specially designated for parking. The Lessee shall not obstruct or encumber any driveway or other part of the Premises.



22. **WAIVER OF ENRICHMENT LIEN**

The Lessee hereby waives any right it may have to an enrichment lien for improvements it may make either with or without the Lessor's consent.

23. **INSPECTION AND THE LESSORS AND/OR HIS AGENT'S RIGHT OF INSPECTION**

- 23.1. The Lessee and the Lessor or the Agent (as the case may be) will inspect the Premises together before the Lessee takes occupation of the Premises to determine whether there is any existing damage to or any defects in the Premises. Any damage and/or defect will be recorded in writing, signed by the Lessor or the Agent (as the case may be) and the Lessee, and attached as a schedule to this Lease. The Lessee, by way of this inspection, acknowledges that the Premises is fit for beneficial occupation. This list of damages shall in no way be construed as an express or implied undertaking of the Lessor to repair such damages.
- 23.2. The Lessee may request a pre-outgoing inspection with the agent, before the final outgoing inspection is conducted, for a fee as stipulated in clause 3.2 above.
- 23.3. Prior to the expiry of this Lease, the Lessor's Agent and the Lessee shall arrange a meeting in order to inspect the Premises to see if there were any damages caused to the Premises.
- 23.4. The Lessor and its agents and nominees shall be entitled to access to the Leased Premises at all reasonable times for the purpose of inspection or to enable prospective Lessees and/or purchasers to view the Premises, or for the making of such repair, renovations, reconstructions or alterations as the Lessor may consider necessary or for any other reasonable purpose.
- 23.5. If the Lessee fails to attend to an inspection even when requested to do so by the Lessor and/ or his Agent, the Lessor and/or his Agent will inspect the Premises without the Lessee present. The Lessor will inspect the Premises for any damages and the Lessor will be allowed to deduct any money from the Lessee's deposit. The deposit reconciliation will be effected between 7 (seven) and 14 (fourteen) days after the Lessor has done this inspection or after the restoration of the damages.
- 23.6. In the event that the Lessee fails to attend an inspection, alternatively, fails to give 24 Hours' notice of cancellation of the inspection, the Lessee will be liable for a missed inspection fee as stipulated in clause 3.2 above.
- 23.7. The Lessor is entitled to request an interim inspection at any time during the subsistence of this Lease. If any repairs or damages are identified during such an interim inspection, the costs of which are, in terms of this Lease, for the Lessee's account, then the Lessee shall ensure that any necessary repairs are effected within 14 days of such interim inspection.
- 23.8. Should the Lessee fail to effect necessary repairs as set out in clause 23.7. above, then the Lessor shall effect same and deduct any and all costs thereof from the deposit of the Lessee. The Lessee hereby undertakes to pay to the Lessor, as part of his deposit, the sum deducted by the Lessor for the repairs under this clause within 14 days of notification thereof.
- 23.9. Should the Lessor identify a need to conduct a follow up interim inspection for any reason whatsoever, including but not limited to ensuring that duly identified repairs have been effected, quality of repairs having been effected, or the manner in which the property is being treated, the costs for such follow up interim inspection shall be for the Lessee's account in terms of clause 3.2. above.



**24. ENTERING INTO THE PROPERTY BY WORKMEN/LESSOR**

The Lessor, the Agent and/or workmen shall, at all reasonable times during the period of this Lease, have access to and inspect the Premises and/or conduct repair work in or to the Premises, provided that the Lessor or the Agent has given the Lessee reasonable prior notice of such inspection or work.

**25. SALE AND OR RENTAL OF PREMISES**

25.1. In the event that the Lessor wishes to sell and or lease the PREMISES:

25.2. the Lessor or Agent may affix a "For Sale" and or "for Rent" notice to or on the Premises;

25.3. the Lessee shall give the Lessor or Agent access to the Premises at all reasonable times on 24 hours' notice, for the purpose of showing interested third parties the Premises;

25.4. the Lessee also will allow the Lessor or any agent that the Lessor has hired, to allow the Premises to be shown to people on 2 (two) Sundays per month between the hours of 12:00 and 17:00;

25.5. the validity of this Lease shall not in any way be affected by the transfer of the PREMISES from the Lessor pursuant to a sale thereof. It shall accordingly, upon registration of transfer of the PREMISES into the name of the purchaser, remain of full force and effect save that the purchaser shall be substituted as Lessor and acquire all rights and be liable to fulfil all the obligations which the Lessor, as Lessor, enjoyed against or was liable to fulfil in favour of the Lessee in terms of the Agreement.

**26. TERMINATION BY DEATH OR INSOLVENCY**

26.1 This Lease will not terminate with the death of either the Lessor or the Lessee. The executor of the deceased Lessee's estate will have the option, depending upon the circumstances of the estate, either to:

26.2 abide by the contract for the remainder period of the lease (the successor or successors of the Lessee assuming his rights and obligations) or

26.3 to cancel this Lease by giving the Lessor two calendar months' written notice of termination, such notice to be given not more than one month after the death of the Lessee.

26.4 The insolvency of either the Lessor or the Lessee will not terminate this lease. However, the trustee of the Lessee's insolvent estate will have the option to terminate this lease by giving the Lessor written notice. If the trustee does not within three months of his appointment as trustee notify the Lessor that he wants to continue with the Lease on behalf of the estate, he will be deemed to have terminated the Lease at the end of the three months.

**27. THE LESSEE'S RIGHT TO CANCEL THE LEASE AND REASONABLE DAMAGES DUE TO LESSOR AND AGENT**

27.1 If this Lease resulted from any direct approach to the Lessee by the Lessor or Agent, the Lessee will be entitled to cancel the Lease on written notice to the Lessor or his Agent without reason or penalty within 5 (five) business days of signing the Lease and be entitled to a refund within 15(fifteen) business days thereafter, of any and/or all payments made to the Lessor or Agent as per clause 2.1. above.

27.2 The Lease shall expire on the last date mentioned in paragraph 2.2. above and the Lessor shall send a notice to the Lessee advising him of the expiry of the Lease. This notice will be sent not more than 80 and not less than 40 business days before the lease terminates.



- 27.3 If the lease is not terminated by the Lessor in terms of paragraphs 27.2 above, or by the Lessee in terms of 27.5. below, then the lease will continue automatically on a month-to-month basis upon the same terms and conditions, except for the rental which will be increased as set out in paragraph 2.2. and 2.3. above.
- 27.4 The lease will however, not continue automatically as aforesaid while the Lessee is in breach or default of any of the terms of this Lease.
- 27.5 The Lessee may cancel the Lease at any time during the Lease Period by giving the Lessor 20 (twenty) business days' notice in writing, provided that the Lessee shall, in such event, be liable to pay to the Lessor on or before the date upon which the Lease shall end in terms of the early termination, reasonable damages equal to the following, which the Lessee agrees to be reasonable in the circumstances:

% Lease Period Remaining	Notice given	Damages to be paid by LESSEE
More than 50%	Between 20 and 40 business days	3 x monthly rent
More than 50%	More than 40 business days	2 x monthly rent
Less than 50%	Between 20 and 40 business days	2 x monthly rent
Less than 50%	More than 40 business days	1 x monthly rent

- 27.6 The Lessor, acting diligently, will use his best endeavours to find another tenant for the remaining period of the Lease and in order to minimize the damages. Any such replacement tenant must, however, comply with the screening and creditworthiness criteria of the Lessor, who will make a decision thereon in his sole discretion.
- 27.7 In the event of the Lessee giving written notice of his intention to vacate the premises before the expiry of this Lease, the damages will immediately become due and payable. The Lessee expressly and irrevocably authorizes the Lessor to deduct damages as set out in clauses 27.5., the cancellation fee in terms of clause 27.9, as well as any amounts payable by the Lessee in terms of clauses 10, 11, 14, 15 and 23 immediately from his SmartWallet account, alternatively, at the end of the Lease from the deposit, (the election at the sole discretion of the Lessor) and undertakes to immediately pay any shortfall due.
- 27.8 If a replacement tenant, acceptable to the Lessor in his sole discretion, is found before the Lessee vacates, only a cancellation administration fee as stipulated in 3.2 above will be charged and the Lessee will only be liable to pay for all rent and services up to the date of termination of the Lease. Similarly, if a replacement tenant, acceptable to the Lessor in his sole discretion, is found prior to the



expiry of the period referred to in the calculation of the cancellation fee set out in 27.5. above, the Lessee shall be refunded pro rata that portion of his cancellation fee via EFT into a bank account, the details of which shall be communicated in writing to the Agent.

27.9 If this Lease is cancelled by the Lessor due to a breach by the Lessee, alternatively, by the Lessee in terms of 27.1. or 27.5 above, then the Lessee agrees to pay a cancellation fee set out in clause 3.2. which is payable to the agency for the cancellation of the Lease, in addition to any other amounts due in terms of this Lease, including but not limited to any damages set out in clause 27.5.

27.10. the liability of the Lessee to the Lessor in terms of this clause 27 shall only begin upon vacation of the premises by the Lessee.

## **28. BREACH OF THIS LEASE AGREEMENT**

28.1 In the event of the Lessee not paying the Rental or any other monies due in terms of this Lease on the date upon which such monies are due and payable, or committing any other breach whatsoever of this Lease then:

28.1.1 should the provisions of Section 14 of the CPA apply to this Lease, and the Lessee remain in breach of any of the terms of this Lease for a period of 20 (Twenty) Business Days after despatch of a written notice calling upon the Lessee to remedy such breach; or

28.1.2 should the Lease continue on a Month – to – Month basis in accordance with the provisions of clause 2.4. and the provisions of Section 14 of the CPA accordingly does not apply to this Lease, and the Lessee remain in breach of any of the terms of this Lease for a period of 7 (Seven) calendar days after despatch of a written notice calling upon the Lessee to remedy such breach;

then the Lessor 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, or to cancel this Lease forthwith and without further notice claim all arrear Rental and/or any other damages from the Lessee.

28.1.3 should this Lease be cancelled by the Lessor for any reason whatsoever, the Lessee and all other persons occupying the Premises shall immediately vacate the Premises.

28.2 In the event of the Lessor cancelling this Lease, and in the event of the Lessee disputing the right of the Lessor to cancel and remaining in occupation of the Premises, the Lessee shall, pending a decision in such dispute, continue to pay an amount equivalent to the Rental provided for in this Lease, together with all other payments herein provided, on the date that such payments are due and into the bank account provided for in this Lease. In such event, the Lessor shall be entitled to accept and recover such payments, either before or after legal proceedings have been instituted, and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Lessor's claim of cancellation then in dispute. Should the dispute be determined in favour of the Lessor's, the payments made and received in terms of this paragraph shall be deemed to be amounts paid by the Lessee on account of the damages suffered by the Lessor by reason of the cancellation of the Lease and/or the unlawful holding over by the Lessee.



28.3 The Lessee hereby accepts liability for all legal costs on an attorney and own client basis, including collection commission and tracing agent fees, which may be incurred by the Lessor as a result of the Lessee's breach of the terms of this Lease.

28.4 The Lessee shall be liable for interest on all overdue amounts payable under this Lease at a rate of 5% above the quoted rate at which ABSA lends money on an unsecured basis to its prime lending clients, compounded monthly in arrears as reckoned from the due dates of such amounts until the date of payment in full (both dates inclusive).

29. **HOLDING OVER**

29.1 In the event of the Lessee holding over possession of the Premises or part thereof after the Lessor have cancelled this Lease or claim cancellation thereof, the Lessor shall be entitled to demand, sue for and recover rent for the premises during such holding over at the rate of rent which would be payable under the Lease for the period in question and such action shall in no way prejudice the Lessor's original claims.

29.2 Should the Lessee vacate the premises later than 12:00 noon on the last day of this lease, the Lessee shall pay a penalty set out in clause 3.2. to the Lessor.

30. **GRANT OF INDULGENCE**

Any indulgence shown or extension of time given by the Lessor to the Lessee or any right waived by the Lessor, whether relating to the payment of rent or any other matter hereunder, shall in no way mean that the Lessor cannot demand that the Lessee complies with the Lease at any time thereafter.

31. **LEASE COSTS**

31.1 The costs and charges of this Lease shall be borne by the Lessee.

32. **ADDRESSES WHERE LESSEE AND LESSOR WILL RECEIVE LETTERS AND NOTICES (DOMICILIUM CITANDI ET EXECUTANDI)**

32.1 The Lessee hereby chooses as *domicilium citandi et executandi*:

**Property Details.**

At the premises hereby let and all notices, correspondence and legal processes which may be required to be given to or served on the Lessee in terms of this Lease.

32.2 The Lessor hereby chooses as *domicilium citandi et executandi* c/o The Letting Corporation, **Unit 3, Bracken Manor, Paradys Street, Brackenfell, 7560**. All notices, correspondence and legal processes, which may be required to be given to or served on the Lessor in terms of this Lease must be given by hand, email (the Lessee must contact the Lessor to receive confirmation that the correspondence has been received).

32.3 Any letters or notices that either the Lessor or Lessee sends by registered post to the other person shall be considered received 4 (four) days after the date of posting.

32.4 Letters or notices delivered to the Premises by hand or sent to the facsimile number or email address on the following details below, shall be considered received on the date of delivery or transmission.

32.4.1 The Lessor fax number: +27 86 572 8904



32.4.2 The Lessor's email address: info@tlcrent.co.za

32.4.3 The Lessee's Fax number: N/A

32.4.4 The Lessee's Email address: **Enter Lessee email address**

Referred to the lessees preferred method of communication.

### 33. GENERAL

- 33.1 All references to the Lessor and the Lessee in this Lease shall, where applicable, include any male, female or any partnership, corporation or voluntary association who or which may be the Lessor or Lessee hereunder.
- 33.2 Signature of this Lease by or on behalf of the Lessee, shall constitute an offer to hire the Premises on the herein mentioned terms and conditions, which offer shall remain irrevocable for a period of thirty (30) days from the date of such signature and be available for acceptance by the Lessor at any time during such period. No agreement of lease shall be deemed to exist between the Lessor and the Lessee on the terms and conditions stated in this Lease or at all until this Lease shall have been duly signed by or on behalf of the Lessor. Notwithstanding anything to the contrary contained and notwithstanding any receipt given for rent or deposit paid, should the Lessor be unable to give the Lessee occupation of the Premises on the Commencement Date, by reason of the Premises being in a state of disrepair, or by reason of the fact that the previous Lessee shall not have vacated same or by reason of any fact, matter or thing whatsoever not due to wilful default on the part of the Lessor, the Lessee shall have no claim for damages or other right of action against the Lessor as a result thereof and undertakes to accept occupation from whatever date the Premises are available, subject to a remission of rent for the period of non-occupation.
- 33.3 No agreement at variance with any term of this Lease shall be binding upon either the Lessor or the Lessee unless contained in a written document signed by each of them.
- 33.4 The Lessor and Lessee agree that this document contains all the terms that have been agreed to between them
- 33.5 No variation of this Lease, other than variations relating to an increase in monthly rental and other charges payable in terms hereof, shall be of any force or effect unless reduced to writing and signed by both the Lessor and Lessee. This Lease and any annexures or addenda hereto may be signed in counterpart.
- 33.6 This Lease contains all the terms and conditions of the agreement between the Lessor and the Lessee with regard to the letting of the premises and the parties acknowledge that there are no understandings, representations or terms between them other than those set out herein.
- 33.7 The Lessee hereby consents that, and authorises the Lessor or Agent to, at all times: -
- 33.7.1 contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Lessee;
- 33.7.2 furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Lessee to any registered credit bureau or to any



credit provider (or potential credit provider) seeking a trade reference regarding the Lessee's dealings with the lessor.

- 33.8 If the Lessee is an illegal foreigner as described in terms of the Immigration Act 13 of 2002 he warrants that he has a valid residence permit which was granted in terms of the Immigration Act and which is valid for the period of the Lease (including any Renewal Periods). The duty to show the Lessor his permit is the Lessee's responsibility.
- 33.9 If a person is signing this Lease on behalf of another, the person doing so is confirming that they have the right to do so and, by such signature is agreeing, together with the person they are representing, to be equally bound to the terms of this Lease.
- 33.10 The Lessor and Lessee hereby confirm that they have complied with all the terms necessary in terms of the Matrimonial Property Act 88 of 1984. (If any person signing this Lease is married in community of property, the spouse of that person signing the Lease will be considered to have agreed and given the necessary permission to the person signing the Lease).
- 33.11 If the person signing this Lease is not the Lessee then the person signing accepts his liability jointly and severally with the Lessee as surety and co-principal debtor for amounts which may become due to the Lessor by the Lessee at any time in terms of this Lease.
- 33.12 The Lessee shall at all times maintain adequate insurance in respect of all movable property brought onto the Premises, by an insurance company of the Lessee's choice and make prompt and regular payment of all insurance premiums in respect of such insurance and in this regard the Lessee specifically acknowledges and agrees that the Lessor shall in no way be liable for any damages caused, for any reason to movable property brought onto the Premises by the Lessee.
- 33.13 The Lessee shall request permission from the Lessor to change any of the locks to the Premises and provide the Lessor with new keys to the changed locks at the end of the lease agreement. The lessee agrees that they will be liable for the cost of such elective replacement.
- ~~34. SECTIONAL TITLE SCHEME – DELETE IF NOT APPLICABLE~~
- ~~34.1 The Lessor will, prior to the Effective Date, establish a sectional title scheme on the property ("the Scheme"), of which the Premises will form part.~~
- ~~34.2 The Scheme will be registered in phases and provisions will be made for a real right to extend the Scheme ("the Right of Extension").~~
- ~~34.3 The Premises might not be depicted on the plans which will be registered prior to the Effective Date, but will be reflected in the plans comprising the Right of Extension.~~
35. **POPI**  
The Lessor and the Lessee hereby give their consent to the Agent, to process our personal information for all purposes related to this Lease, in accordance with the provisions of the Protection of Personal Information Act. Such consent specifically includes the consent to work with and disclose



our bank account details to facilitate the payment of the deposit and the monthly rent to the Lessor, and for the refund of the deposit to the Lessee.

36. **EFFECTIVE DATE**

The provisions of this Lease shall become valid and binding between the Parties on the date on which it is signed by the Lessor ("the Effective Date").

37. **SPECIAL CONDITIONS**

The Lessee understands and agrees that he has read and understood the Lease, been explained all necessary clauses by the Lessor or Agent been advised of all his rights in terms of the Lease and all his rights in terms of the relevant sections of the Consumer Protection Act, if applicable and signs the Lease freely and voluntarily.

Further, the signatory or signatories hereto hereby confirm that they have read and understood the terms and conditions contained in this lease, and accept full responsibility for the due fulfilment of the obligations set out herein, whether or not they are in actual physical occupation of the property.

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**IN WITNESS WHEREOF** the parties hereto have set their hands on the dates and at the places hereinafter set forth. In the presence of the undersigned witnesses:

**LESSEE**

SIGNED AT ..... ON THIS ..... DAY OF..... 20....

1. \_\_\_\_\_  
Witness

\_\_\_\_\_  
LESSEE 1 (Lessee Full Names)

2. \_\_\_\_\_  
Witness

\_\_\_\_\_  
LESSEE 2 (Lessee Full Names)

**LESSOR**

SIGNED AT Brackenfell ..... ON THIS ..... DAY OF..... 20....

1. \_\_\_\_\_  
Witness

\_\_\_\_\_  
LESSOR (J Du Preez)

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# you & your utilities



## your smart prepaid e-wallet guide

unit number

wallet number

[www.pecutilities.co.za](http://www.pecutilities.co.za)



# dear smart prepaid tenant

Electricity & water consumption will be managed on a smart prepaid system. The prepaid system functions with an electronic wallet for each unit. The wallet needs to be funded. All electricity & water consumptions will be deducted from the wallet.

## step 1

### how to apply for pre-paid and e-wallet?

- Apply at PEC Utility Management by completing an application form that will be available on our website at [www.pecutilities.co.za](http://www.pecutilities.co.za) under application forms.
- After completing the application form and submitting it back to PEC Utility Management, your e-wallet will be created and you will be registered as a prepaid user on the system.
- You will receive an sms with your e-wallet number, a computer generated password, and your username. You will need this information to login to the smart prepaid portal, available on our website ([www.pecutilities.co.za](http://www.pecutilities.co.za)).

## step 2

### how to fund your e-wallet?

you can transfer money to your e-wallet by:

- Direct deposit at any ABSA bank
- Internet banking - electronic fund transfer (eft)
- Cellphone banking

your smart prepaid e-wallet guide



## please note:

- Please allow 24 to 48 hours for funds to register in the pec account when transferring funds from any other bank than absa bank (bank transfer delay).
- Extra bank fees are charged on cash deposits.

## banking details for deposits:

ABSA bank

account name:	PEC Utility Management
account type:	current
branch code:	632005
account number:	4089768267
reference:	(16 digit wallet number)



**\*make sure you always use your 16 digit wallet number as reference**

## sms notifications

You will receive an sms notifications on:

- Funds allocated to your e-wallet
- Low balance on your wallet (preset)
- Disconnection warning

# step 3

## how to access your e-wallet?

- Go to [www.pecutilities.co.za](http://www.pecutilities.co.za) and click on the 'smart prepaid portal' button
- Enter your username and password (supplied by PEC Utility Management)

your smart prepaid e-wallet guide



# contact details

## head office

pec business park	call centre: 0861 732 477
128 siersteen street	tel: +27 (0) 12 846 3000
silvertondale	fax: +27 (0) 86 554 8818
pretoria	+27 (0) 12 846 3028

## regional

cape town	+27 (0) 21 948 0225
bloemfontein	+27 (0) 51 448 6093
durban	+27 (0) 31 914 4763
port elizabeth	+27 (0) 41 365 4701

## office hours

monday - friday:	08:00 - 16:30
weekend and public holidays:	08:00 - 19:00
after hours:	16:30 - 19:00

## contact numbers

weekdays: +27 (0) 12 846 3000  
 weekend and public holidays: +27 (0) 82 738 4693  
 after hours: +27 (0) 82 738 4693  
 email: [clientservicescpt@pecgroup.co.za](mailto:clientservicescpt@pecgroup.co.za)

## please note:

Always have your 16 digit wallet number available when contacting PEC Utility Management.

fundamental technical skills    expert industry knowledge    trust & reliance    relevance through innovation

 find us on facebook

