

# AGREEMENT OF LEASE (APARTMENT/FLAT)

## ENTERED INTO BY AND BETWEEN

FULL NAME & SURNAME: \_\_\_\_\_

IDENTITY NUMBER: \_\_\_\_\_

(hereinafter referred to as “**THE LESSOR**”)

AND

FULL NAME & SURNAME: \_\_\_\_\_

IDENTITY NUMBER: \_\_\_\_\_

(hereinafter referred to as “**THE LESSEE**”)

## 1. INTERPRETATION

1.1 In this lease, except in a context indicating that some other meaning is intended,

1.1.1 “**Buildings**” means the house and outbuildings on the Property and includes, where the context so allows, all permanent improvements on the Property;

1.1.2 “**Day**” means any day of the week, excluding Sundays and public holidays;

1.1.3 “**Lease Period**” means the period for which this lease continues, including any period for which it is renewed;

1.1.4 “**Lessor’s Equipment**” means allequipment contained in the Buildings and which form part thereof;

1.1.5 “**Month**” means a calendar month, and more specifically:

- 1.1.5.1.1 in reference to a number of months from a specific date, a calendar month starting on that date or the same date of any subsequent month; and
- 1.1.5.1.2 in any other context, a month of the calendar, that is, one of the 12 months of the calendar; and
- 1.1.5.1.3 **“Monthly”** has the corresponding meaning:

1.1.6 **“Property”** means the residential property situated at \_\_\_\_\_, together with the Buildings and all other improvements to or upon the Property, which premises is leased **UNFURNISHED**;

- 1.1.6.1 The property consists of one bedroom, lounge, kitchen, bathroom with a shower and bath.
- 1.1.6.2 Separate designated porch area.
- 1.1.6.3 Undercover parking.

1.1.7 **“Premises”** means flat number \_\_\_\_\_ in the Building;

1.1.8 **“Rates”** means the assessment rates payable on the Property and includes any other charges payable by the Lessor to the local authority (such as, but not limited to, refuse removal charges or sanitary fees, charges for water or, electricity);

1.1.9 **“Rent”** means the Rental payable by the Lessee to the Lessor for the lease of the Property;

1.1.10 **“Year”** means a period of 12 consecutive months starting on the date on which this lease comes into operation or any anniversary of that date;

1.1.11 references to notices, statements and other communications by or from the Lessor include notices by or from the Lessor’s agent;

1.1.12 expressions in the singular also indicate the plural, and the other way round;

1.1.13 words and phrases indicating natural persons refer also to juristic persons, and the other way round; and

1.1.14 pronouns of any gender include the corresponding pronouns of the other gender.

1.2 Clause headings appear in this lease for purposes of reference only and must not influence the proper interpretation of the subject matter.

1.3 Any provision of this lease placing a restraint, restriction or prohibition on the Lessee must be interpreted to include the implied term that the Lessee must ensure that everybody occupying or entering the Premises or any other part of the Property or the building also complies with them, including the family, guests and domestic worker or other employees of the Lessee.

1.4 This lease must be interpreted and applied in accordance with South African law.

## **2. LEASE AGREEMENT**

2.1 The Lessor lets and the Lessee hires the property on the terms of this lease.

## **3. DURATION**

This lease shall come into operation on \_\_\_\_\_ 20\_\_\_\_, shall subsist for 6/12 (SIX OR TWELVE) months from that date, and shall accordingly terminate on \_\_\_\_\_, subject to the option of renewal contained in clause 17 hereof.

## **4. RENT**

4.1 The Rent shall be R\_\_\_\_\_ -00 (\_\_\_\_\_ RAND) per month.

- 4.2 The Rent shall increase yearly at a rate of \_\_\_\_\_.00%. The rent might increase for less or not at all at the discretion of the Lessor.
- 4.3 Whenever the Municipal Rates are increased during the lease period, the Lessor may increase the Rent proportionately, by giving the Lessee written notice and the new Rent will be calculated on a monthly basis. Every such increase in the Rent will take effect on the first day of the month after the Lessee received notice or the date on which the relevant increase in the Rates takes effect, whichever is the latest.
- 4.4 The Lessee will pay the Rent monthly in advance on or before the 1<sup>st</sup> day of every month into the following bank account:

Account holder: \_\_\_\_\_  
Bank: \_\_\_\_\_  
Type of account: \_\_\_\_\_  
Account number: \_\_\_\_\_  
Reference: \_\_\_\_\_

## 5. **ADDITIONAL CHARGES**

- 5.1 The Lessor agrees to provide at the Lessor's cost water and electricity, however should same be used excessively and/or unreasonably, the Lessee shall be held liable to pay water and electricity.

**OR**

- 5.2 Lessee must reimburse the Lessor for the cost of electricity, water and gas consumed on the Premises, monthly **in arrear within 3 days** after receiving an account from the Lessor showing the amounts outstanding. These costs will be determined at the prevailing municipal tariff of charges according to readings of separate sub-meters or, if there are no such sub-meters the Lessee will be liable for \_\_\_\_\_% of the total cost of all electricity, water and gas consumed on the Property.

- 5.3 The Lessee should honour all water restrictions put in place by the local government or local municipality.
- 5.4 A domestic worker may be arranged by the Lessor, only by agreement. If a domestic worker is not available, the Lessee may arrange their own domestic worker.
- 5.5 The Lessee is liable for any and all damage, destruction and/or theft of the Lessor's property and Equipment, such as blind/s, curtain/s, light fixture/s etc.
- 5.6 The Lessee shall not provide the domestic worker with a full set of keys and/or remotes, unless otherwise arranged with the Lessor in writing.
- 5.7 The Lessee shall at all times, make certain that the Lessor's property, equipment, valuables and person are safe and secure as far as reasonable possible, whilst employing their own domestic worker and/or any other employee.

5.8 **Only if Applicable, subject to paragraph 5.3 above:**

The Lessor agrees to provide a domestic worker once a week on a \_\_\_\_\_ (day) from \_\_\_\_\_ to \_\_\_\_\_ (hours). The Lessee will be liable to pay an additional amount of R\_\_\_\_\_ towards the monthly rent, for the use of the domestic worker. The domestic worker will attend to the following:

- 5.8.1 General cleaning;
- 5.8.2 General washing and ironing;
- 5.8.3 General cleaning of designated porch area
- 5.8.4 \_\_\_\_\_;
- 5.8.5 \_\_\_\_\_.

6. **PAYMENTS**

- 6.1 All payments due by the Lessee to the Lessor under this lease must be made in advance or before the 1<sup>st</sup> day of every month into the account specified in clause

4.3 above or to such other person, if any, at such other place, if any, as the Lessor has designated for the time being by written notice to the Lessee.

6.2 The Lessee must not withhold, defer, or make any deduction from any payment it owes the Lessor, whether or not the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee.

6.3 The Rent and all other amounts payable by the Lessee under this lease is exclusive of value-added tax (VAT) in so far as it is applicable. Value Added Tax shall be recoverable by the Lessor for the Lessee in addition to the Rent, should the Lessor become obliged to register as a VAT vendor.

6.4 The Lessee shall be liable for interest on all overdue amounts payable under this Lease at a rate per annum of 5% (five percent) above the prime lending rate per annum from time to time, reckoned from the due dates of such amounts until they are respectively paid.

**7. DEPOSIT**

7.1 On the same date that the Lessee enters into the lease she must pay to the Lessor a deposit of R\_\_\_\_\_ -00 (\_\_\_\_\_ RAND). The Lessor can set off this amount against any amount owed to it in terms of this agreement.

7.2 The deposit of R\_\_\_\_\_ -00 (\_\_\_\_\_ RAND) may be paid by the Lessee in installments, only per agreement by the Lessor and as per the following arrangement, in writing between both the Lessor and Lessee:

- 7.2.1 \_\_\_\_\_
- 7.2.2 \_\_\_\_\_
- 7.2.3 \_\_\_\_\_
- 7.2.4 \_\_\_\_\_
- 7.2.5 \_\_\_\_\_

7.3 If the Lessor sets off the deposit amount against amounts due to it, the Lessee must pay in the amount to make up the difference outstanding in terms of the deposit.

7.4 As soon as the Lessee has fulfilled all its obligations in terms of the lease or after the lease has come to an end, the Lessor must refund so much of the deposit as has not been applied in terms of the above provisions free of interest.

## **8. CANCELLATION OF LEASE**

The Lessee and/or Lessor may cancel the lease at any time during the Lease period by giving the Lessee or Lessor 30 business day's notice in writing, provided that the Lessee shall, in any such event, be liable to pay to the Lessor on or before the date upon which the lease shall end in terms of the yearly termination, a penalty fee of R\_\_\_\_\_, which the Lessee agrees to be reasonable in the circumstances. The Lessee will still be liable for the monthly rent during the 30-day notice period. The deposit will not be utilized for payment during the cancellation notice period under any circumstances.

## **9. INSURANCE**

9.1 The Lessee must not keep or do anything in or about the Property that may enhance any of the risks against which the Buildings or the Lessor's equipment may be insured to the extent that the insurance of the Buildings or the Lessor's equipment is rendered void or voidable or the premiums of such insurance are, or may be, increased.

9.2 Without prejudice to any other right of action or remedy the Lessor might have in law or this Agreement, the Lessor may claim full payment of the increase in insurance premiums from the Lessee for the Building because of this breach.

9.3 The Lessor is not liable for the Lessee's insurance with regards to any of the Lessee's property and will the insurance be for the Lessee's own account.

9.4 For the purposes of the above provisions, the Lessee may assume that the Building and the furnishing as provided by the Lessor **and confirmed in the List of Furnishings and fittings attached hereto**, is at all material times insured against:

9.4.1 risks;

9.4.2 on terms;

9.4.3 for amounts; and at

9.4.4 such premiums,

as are usual in respect of similar Buildings and the contents of similar dwellings.

## 10. **PETS**

No domestic pets are allowed. The Tenant must not keep any domestic pets without the prior written consent of the Landlord.

## 11. **ASSIGNMENT AND SUBLETTING**

11.1 The Lessee may not, except with the prior written consent of the Lessor:

11.1.1 Cede or assign (transfer) all or any of the rights and obligations of the Lessee under this lease;

11.1.2 Sublet the Property in whole or partly;

11.1.3 Give up possession of the Property to any third party;

11.1.4 Sublet or give up possession of all or any of the Lessor's equipment;  
or

11.1.5 Remove or allow to be removed from the Property all or any of the Lessor's equipment except for repair.

## 12. **HAZARDOUS MATERIALS**



The Lessee will not keep or have on the Property any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the property or that might be considered hazardous by any responsible insurance company.

**13. SUNDRY DUTIES OF THE LESSEE**

The Lessee will:

- 13.1 keep the Property and all parts thereof clean, tidy, and livable;
- 13.2 not use the Property or allow it to be used, in whole or part, for any purpose other than that of a private dwelling;
- 13.3 take good and proper care of the Lessor's Premises and all its parts (including all equipment) from:
  - 13.3.1 abuse,
  - 13.3.2 damage,
  - 13.3.3 destruction, and
  - 13.3.4 theft.
- 13.4 take all reasonable measures to protect the Premises and all its parts (including all equipment) from:
  - 13.4.1 abuse,
  - 13.4.2 damage,
  - 13.4.3 destruction, and
  - 13.4.4 theft.
- 13.5 not bring anything onto the Property that might cause damage to the Buildings or the Property because of its weight or other characteristics;
- 13.6 not place or leave any article or other thing in or about any:
  - 13.6.1 passage;

- 13.6.2 lift;
- 13.6.3 stairway;
- 13.6.4 pathway;
- 13.6.5 Swimming pool;
- 13.6.6 parking garage, or
- 13.6.7 other common part of the Building;

to cause a nuisance or obstruction;

- 13.7 not disobey any of the conditions of title of the Property or any of the laws, rules or regulations affecting owner/s, tenant/s or occupier/s of the Property;
- 13.8 not cause or commit any nuisance on the Property or cause any annoyance or discomfort to any neighbour/s or any member of the public;
- 13.9 not leave refuse or allow it to accumulate in or about the Property except in adequate refuse bins suitably placed. The Lessee will be provided with his own marked refuse bin by the Lessor, should same become lost, stolen, destroyed and/or damaged in any way, the replacement thereof will then be for the Lessee's own account;
- 13.10 not interfere with the electrical, plumbing, or gas installations or systems serving the Property, except as may be necessary to enable the Lessee to carry out its obligations of maintenance and repair in terms of this lease;
- 13.11 not allow more than \_\_\_\_\_ **persons** to reside on the Property at the same time;
- 13.12 not hang washing in any visible place, other than the clearly marked/indicated and/or shown place, in or about the Premises, or do or display anything else which causes the Premises or the Building to appear unsightly;

13.13 take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Property; and

13.14 provide at the Lessee's own expense all electric, fluorescent, and incandescent light bulbs required on the Property.

#### **14. MAINTENANCE AND REPAIRS**

14.1 The Lessee will at his or her own expense and without recourse to the Lessor:

14.1.1 throughout the Lease Period maintain in good order and condition the interiors of the Buildings, including all windows and doors, and the Lessor's equipment;

14.1.2 promptly repair or make good all damage occurring in or to the interior of any of the Buildings or any of the Lessor's equipment during the Lease Period, whatever the cause of such damage, and including damage to:

14.1.2.1 any part or item of the Lessor's equipment, or

14.1.2.2 to any window or door,

and replace all the same (as well as any keys) which have been lost, stolen, destroyed and/or damaged in any way;

14.1.3 if any item of the Lessor's equipment is lost, stolen, destroyed and/or damaged beyond repair (whatever the cause of the destruction or damage, but subject to clause 18.4), promptly replace it with a brand new, identical item in good and (where appropriate) working condition or, if an identical cannot be found, one which substantially similar to the original;

14.1.4 take good and proper care of the garden on the Property, including all:

14.1.4.1 plants;

14.1.4.2 shrubs;

- 14.1.4.3 pot plants;
- 14.1.4.4 grass.

Replacing all such as may die or be damaged (taking seasonal factors into account), carrying out such:

- 14.1.4.1 watering;
- 14.1.4.2 cutting;
- 14.1.4.3 trimming
- 14.1.4.4 other gardening activities.

as may reasonably be required, and supplying all the fertilizer and other substances necessary for these purposes;

14.1.5 when the lease terminates return the Property to the Lessor in good order, condition and repair, fair wear and tear excepted;

14.1.5.1 the Property and all parts thereof, together with the Lessor's equipment and all items thereof (similarly with keys where applicable).

14.2 If the Lessee notifies the Lessor in writing within 30 (thirty) days after having taken possession of the Property that the Property or any of the Lessor's equipment needs repairs or of the fact that any part of the Property or the Buildings, including any:

- 14.2.1 lock;
- 14.2.2 key;
- 14.2.3 door;
- 14.2.4 window;
- 14.2.5 any of the Lessor's equipment;
- 14.2.6 any other improvement on or to the Property.

is damaged, missing, or out of order, lost or destroyed the Lessor must repair or replace the defective item at its own expense.

- 14.3 If or in so far as the Lessee does not give such notice, the Lessee will be regarded as having acknowledged that the Property, the Buildings, all parts of it, the Lessor's equipment, and all its items, were intact, in place, and in good order, condition and repair when the Lessee took possession of the Property under this lease.
- 14.4 The Lessor is responsible for the maintenance of, and for all repairs and replacements becoming necessary to, the roofs and outside walls of the Building, and the Lessor's obligation in this respect will include the maintenance and repair of the structure of the Buildings, and all systems, works and installations contained in it.
- 14.5 The Lessor may not, however, be in breach of clause 14.4 if those obligations are not or cannot be fulfilled because of any *force maior* (act of God or nature) or the acts or omissions of others over whom the Lessor has no direct authority or control. Where the Lessor is indeed in breach of clause 14.4, the Lessee's only remedy against the Lessor is an immediate right of action for specific performance.
- 14.6 If the Lessee fails to carry out any of its obligations under this lease with regard to any repair, replacement and/or maintenance the Lessor may, without prejudice to any of its other rights or remedies, to proceed with immediate repair, replacement and/or maintenance and to recover the cost of it from the Lessee on demand.

## **15. ALTERATIONS, ADDITIONS AND IMPROVEMENTS**

- 15.1 The Lessee may not make any alterations or additions to the Property or any part of it, or any item of the Lessor's equipment without the Lessor's prior written consent. The Lessor may not withhold its consent unreasonably to any such alteration or addition which is of a minor nature and not structural.
- 15.2 If the Lessee does alter, add to, or improve the Property in any way, the Lessee must, if the Lessor requires it in writing, restore the Premises to its original

condition after the lease terminates. The Lessor's request for restoration must be given no later than one week (7 calendar days) after the Lessee has given the Premises back to the Lessor after termination of this lease. This clause must not be interpreted to exclude any other remedy which the Lessor may have for a breach by the Lessee of clause 15.1 above.

- 15.3 Any improvement, except for which is removed from the Property as required by the Lessor in terms of clause 15.2 above, all and any improvements made on or to the Property will belong to the Lessor and may not be removed from the Property. The Lessee will not have any claim against the Lessor for compensation due any improvement or repair to the Property or the Lessor's equipment, or a right of retention in respect of any improvements, unless the Lessor has agreed to compensate the Lessee in writing before the improvement has been made.

## **16. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY**

- 16.1 The Lessee will have no claim for damages against the Lessor and may not withhold or delay any payment due to the Lessor by reason directly or indirectly of:

16.1.1 a reasonable breach by the Lessor of any of its obligations under this lease;

16.1.2 any reasonable act or omission of the Lessor or any agent or servant of or contractor to the Lessor, whether or not negligent, or otherwise actionable at law, and including but not limited to, any act or omission of any contract worker, independent contractor, employee, cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard or uniformed worker;

16.1.3 the condition or state of repair at any time of the Property, Premises, Buildings, or any part of the Property, Premises or the Buildings;

16.1.4 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 Property, Premises or any of the Buildings, whatever the cause;

16.1.5 any breakdown of, or interruption in the operation of, any:

16.1.5.1 machinery;

16.1.5.2 plant;

16.1.5.3 equipment;

16.1.5.4 installation;

16.1.5.5 system.

in or on, or serving, the Property or any part of it or any of the Buildings, including the plant or any

16.1.5.1 geyser;

16.1.5.2 boiler;

16.1.5.3 lift;

16.1.5.4 escalator

16.1.5.5 burglar alarm, or security installation or system (if applicable).

16.2 The Lessor is, however, not excused from specific performance of any of its obligations under this lease, whether express or implied. This particularly refers to its obligations to give the Lessee occupation and enjoyment of the Property and to do maintenance and repairs as set out in this Agreement and;

16.2.1 if the Lessor fails to carry out any such obligation of maintenance or repair with reasonable speed or efficiency, and

16.2.2 persists in such default after receiving reasonable notice in writing to do so,

16.2.3 the Lessee may do or cause the necessary maintenance or repair (including any incidental or necessary replacement), and

16.2.4 may then recover the reasonable cost of this from the Lessor on demand.

## 17. **LESSOR'S RIGHTS OF ENTRY AND CARRYING OUT OF WORKS**

17.1 The Lessor and/or representatives agents, employees, contractors or independent contractors may at all reasonable times, by giving 48 hours prior written notice and within reasonable hours of the day, without it giving rise to any claim or right of action on the part of the Lessee or any other occupier of the Premises:

Enter the leased Premises in order to:

17.1.1 Inspect the Property,

17.1.2 Carry out any necessary repairs, replacements, upgrades, installations or other works, or

17.1.3 To perform any other lawful function in the *bona fide* (good faith) interest of the Lessor or any of the occupiers of the Property; or

17.1.4 Carry out any necessary repairs, replacements, upgrades, installations or other works elsewhere in the Building or on the Property, but the Lessor must ensure that this right is exercised with regard for, and a minimum of interference with the beneficial enjoyment of the Premises by those who occupy it.

17.2 The Lessor may not, however, cause or allow any major building works to be carried out anywhere on the Property for longer than one month from the date on which the building starts unless:



17.2.1 such works are necessary and do not merely involve additions to the Building, the construction of additional buildings, or redecorations which are merely aesthetic or visual;

17.2.2 the Lessee has consented to an extended period in writing.

## **18. DAMAGE TO OR DESTRUCTION OF PREMISES**

- 18.1 If the Property is destroyed or damaged because of any *force maior* (act of God or nature) or the acts or omissions of others over whom the Lessor has no direct authority or control to such an extent, that the Property can no longer be beneficially occupied, this lease will terminate with immediate effect happens, unless the parties agree in writing otherwise.
- 18.2 Should the Premises be significantly damaged, however can still be beneficially occupied, this lease will continue and the Lessor must repair the damage without any reasonable delay. The rent must then be abated (lessened) to compensate the Lessee fairly for the effects on the enjoyment of the Premises of the damage and repair work.
- 18.3 If there is no agreement about the application of the above clause to any particular circumstances, the parties must refer the matter to an expert appointed jointly by the parties. If however the Lessor and Lessee cannot agree on the appointment of an expert, the President of the Institute of Estate Agents of South Africa will appoint one and the decision of such expert will be final and binding.
- 18.4 The fees and disbursements, including any inspection costs, as per clauses 18.2 and 18.3 above, will be paid by the parties in equal 50/50 shares.
- 18.5 Pending determination by the expert, regarding the beneficial occupation by the Lessee of the Property, the Lessee must continue to pay the full rent for the Premises as if the Property had not been damaged (or be excused from the payment or rent for the Property by the Lessor), and as soon as the matter has been resolved the Lessor must make the appropriate repayment to the Lessee (or the Lessee shall make up the arrears in the rent).

18.6 If either of the Parties caused any damage or destruction to the Premises, the other may still pursue another alternative or additional action or remedy, despite clauses 18.1 and 18.2.

**19. SPECIAL REMEDY FOR BREACH**

19.1 If the Lessee defaults in any payment due, under this lease or breaches any other terms and/or clauses and fails to remedy such default or breach within 7 (seven) days after receiving a written demand that it be remedied, the Lessor may, without further notice:

19.1.1 cancel this lease with immediate effect,

19.1.2 take back possession of the Property, and

19.1.3 recover damages from the Lessee for the default or breach and the cancellation of this lease.

This will not affect any other rights or remedies the Lessor's might have.

19.2 The ordinary lawful consequences of breach are not excluded in Clause 19.1, (except those that are expressly excluded by any of the other provisions of this lease), in particular any right of cancellation of this lease on the ground of a material breach of this lease.

19.3 If this lease is cancelled by the Lessor legally and justifiably, but the Lessee remains in occupation of the Property, with or without disputing the cancellation, and continues to pay rent and/or any other amounts which would have been payable to the Lessor if it was not for the cancellation, the Lessor may accept these payments without prejudice to and without affecting the cancellation, as if they had been payments on account of the damages suffered by the Lessor by reason of the Lessee's unlawful occupation.

## 20. OPTION OF RENEWAL

- 20.1 The Lessee will have the right to renew this lease on the terms set out below.
- 20.2 The period for which this lease may be so renewed is **6/12 (six or twelve)** months starting on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.
- 20.3 Any and all the terms of this lease will continue to apply during the renewal period.
- 20.4 The Lessee must exercise its right of renewal by giving the Lessor written notice no later than 2 (two) month/s prior to the termination of the lease agreement, and will lapse (fall away) if not so exercised. The Lessor should also request the Lessee to advise in writing whether the Lessee intends on renew in the lease agreement no later than 3 (three) month/s prior to the termination of the lease agreement, and will lapse (fall away) if no answer is given by the Lessee no later than 2 (two) month/s prior to the termination of the lease agreement.
- 20.5 If the right of renewal is properly exercised in writing, this lease will be renewed automatically and without the need for any further act of the parties.
- 20.6 The Lessee may not, however, exercise the right of renewal whilst in breach or default of any of the terms and/or clauses of this lease.
- 20.7 If this lease does not endure the full term for which it is initially contracted, the right of renewal will lapse and any notice or exercise of the right given before lapsing of this lease agreement, will be of no force. The Lessee will also be bound by Clause 8 above regarding early termination of the agreement.

## 21. NEW TENANTS AND PURCHASERS

The Lessee must at all reasonable times

- 21.1 during the Lease Period, allow prospective purchasers of the Property to enter and view the interior and exterior of the Property; and

21.2 during the last two months of the Lease Period, or upon cancellation of this lease by either party, allow prospective tenants or purchasers of the Premises, to enter and view the interior and exterior of the Property.

**22. DOMICILIUM AND NOTICES**

22.1 The parties choose as their domicilium citandi et executandi (address for legal notices) the addresses mentioned in clause 22.2 below. Any party can change its domicilium by giving the other party written notice as soon as possible, which change will be with effect from the date of receipt or deemed receipt by the party to whom it was sent.

**22.2 Addresses:**

22.2.1 The Lessor: **Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**P O Box:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Tel:** \_\_\_\_\_

**Cell:** \_\_\_\_\_

22.2.2 The Lessee: **Address:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**P O Box:** \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**Tel:** \_\_\_\_\_

**Cell:** \_\_\_\_\_

22.3 Any notice, demand or other communication, properly addressed by either party to the other party, at their chosen domicilium as declared above in Clause 22.2 and sent by prepaid registered post, will be deemed to have been received by the other party within 14 (fourteen) days following the posting date. This does not exclude other ways and methods (including fax and e-mail) for the transmission or delivery of notices, acceptances, demands and other communications, but no presumption of delivery will arise if any such other means or method is used.

**23. ENTIRE AGREEMENT**

23.1 This is the whole and final agreement between the parties on the subject.

23.2 Neither party relies in entering into this lease upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings.

23.3 No variation or unanimous cancellation of this lease will be of any force unless reduced to writing and signed by both parties.

**24. NON-WAIVER**

24.1 No written extension of time or indulgence given by the Lessor must be interpreted by the Lessee as a waiver (giving away) of any right in terms of this lease that one party may have against the other.

24.2 The failure of either party to comply with any non-material provision of this lease will not excuse the other party from performing its obligations fully and on time.

**25. SALE OF PREMISES**

25.1 The validity of this lease will not in any way be affected if the Lessor sells the Property.

25.2 The lease will remain in full force, upon registration and transfer of the Property into the name of the purchaser, except that the purchaser will be substituted as Lessor and acquire all rights and responsibilities under the lease in the same way as the current Lessor.

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of the undersigned witnesses:

WITNESSES:

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

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

\_\_\_\_\_  
LESSEE

SIGNED at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ in the presence of the undersigned witnesses:

WITNESSES:

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

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

\_\_\_\_\_  
LESSOR

## **IN CASE OF EMERGENCY:**

1. **LESSEE DETAILS:** Cell: \_\_\_\_\_

Tel: \_\_\_\_\_

Employer: \_\_\_\_\_

Employer Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Work tel: \_\_\_\_\_

**NEXT OF KIN:** Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_

Cell: \_\_\_\_\_

**NEXT OF KIN:** Name: \_\_\_\_\_  
(not related)

Relationship: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_

Cell: \_\_\_\_\_