

Appendix A to the Terms and Conditions

1. INTRODUCTION

- 1.1. By subscribing to the HouseME website and creating a personal HouseME User account, the User as Lessor irrevocably agrees to rent to the Lessee the Property defined in The Schedule on the terms and conditions set out in this Lease, effective upon --
 - 1.1.1. acceptance by the User as Lessor of the Lessee's tender in terms of clause 5.1, AND
 - 1.1.2. electronic lease signature, AND EITHER
 - 1.1.3. receipt by HouseME of payment of the Lessee's Deposit in terms of clause 5.3 and administrative fee, OR
 - 1.1.4. receipt by HouseME of --
 - 1.1.4.1. an accepted Automatic Payment Mandate from the Lessee, as defined in the Terms and Conditions, and
 - 1.1.4.2. electronic or written acceptance that the Lessee has opted in for HouseME's DepositFREE™ or DepositFLEX™ product (the details of which can be found at [<https://house.me/terms>]).
 - 1.2. To the extent that this lease is governed by the Rental Housing Act No. 50 of 1999 (the "Rental Housing Act") and/or the Consumer Protection Act No. 68 of 2008 (the "Consumer Protection Act"), and/or the Electronic Communications and Transactions Act No. 25 of 2002 ("ECTA"), all provisions herein are to be interpreted in a manner compliant with the applicable statutory provisions.
 - 1.3. All clauses in the Terms and Conditions relating to, and entitling HouseME to charges are applicable.
 - 1.4. Unless stated otherwise the definitions contained in the Terms and Conditions apply.
 - 1.5. This Lease Agreement is to stand alone in interpretation and effect from the Terms and Conditions, unless:
 - 1.5.1. there is a reference to a particular clause/s or the content of particular clause/s contained therein; and/or
 - 1.5.2. a clause in the Terms and Conditions make reference the Lease Agreement; and/or
 - 1.5.3. a clause in the Terms and Conditions deals with an aspect of the Lease Agreement.
- In the event that the aforementioned sub-clause/s are applicable, it will not affect the validity of the Lease Agreement.

2. THE PREMISES

- 2.1. The premises let by the Lessor to the Lessee is the property described in the attached Schedule, together with a garage or parking bay, where applicable, as well as the fixtures and fittings and other movable items listed in the inventory attached to the Schedule.

3. THE DURATION OF THE LEASE

- 3.1. The lease period shall commence at 12h00 (noon) on the commencement date as defined by the Lease Schedule and shall terminate at 12h00 (noon) on the termination date, as defined in the Schedule.
- 3.2. Should the Lessee terminate the Lease Agreement prior to the termination date, the Lessee will be liable, in addition to any damages, penalties or other amounts due to the Lessor and/ or HouseME, to make payment to HouseME of -
 - 3.2.1. A R350 (including VAT) administration fee where the Lessee terminates a Lease Agreement prior to the intended termination date thereof for any reason, but excluding where such termination arises as a result of the Lessor's breach of the Lease Agreement; and
 - 3.2.2. An amount equal to HouseME's discount on the Fees paid by the Lessor to HouseME where the Lessee terminates the Lease Agreement. The aforesaid discount is only offered to Lessors where –

- 3.2.2.1. the Lease Agreement is terminated 3 months or more before the agreed expiration of the Lease Agreement; and
- 3.2.2.2. such termination is not as a result of the Lessor's breach, and is generally in an amount equal to 25% of the fees paid or payable by the Lessor to HouseME.
- 3.3. In the event that this lease is subject to the Consumer Protection Act, and: -
 - 3.3.1. the Lessor is a natural person and the Lessee is a natural person; or
 - 3.3.2. the Lessor is a juristic person (irrespective of the Lessor's turnover or asset value) and the Lessee is a natural person;
then section 14 (read with Regulation 5) of the Consumer Protection Act, 68 of 2008, shall apply to this lease.
- 3.4. If section 14 (read with Regulation 5) of the Consumer Protection Act, 68 of 2008 applies, then: -
 - 3.4.1. At least forty (40) business days but no more than eighty (80) business days before the termination date, the Lessor shall deliver a notice to the Lessee advising of:
 - 3.4.1.1. the impending termination date; and
 - 3.4.1.2. any material changes which would apply if the lease is renewed; or
 - 3.4.1.3. whether the lease will terminate on the termination date.
 - 3.4.2. Should the Lessor not communicate the impending termination date or material changes, the lease will continue on a month-to-month basis, with no changes.
 - 3.4.3. Should the Lessor deliver the notice in terms of clause 3.3.1 above and the Lessee not communicate their renewal agreement, or intention to terminate this lease, the lease will continue on a month-to-month basis subject to the material changes as communicated by the Lessor unless:
 - 3.4.3.1. The Lessor delivers to the Lessee a notice no less than 20 business days prior to the termination date advising that the lease will terminate on the termination date.
 - 3.4.4. The Lessee shall be entitled to cancel this lease for any reason during the lease period by giving the Lessor and HouseME written notice of such cancellation, in line with the time periods specified in Section 14 of the Consumer Protection Act.
 - 3.4.4.1. Should the Lessee exercise this right prior to the expiration of the lease, he or she shall be liable to pay a reasonable cancellation penalty.
 - 3.4.4.2. In addition to the reasonable cancellation penalty aforesaid, the Lessee shall be liable to make payment to HouseME of the fees contemplated in clause 1.
 - 3.4.5. The Lessee agrees that a reasonable cancellation penalty shall include:
 - 3.4.5.1. An amount equivalent to either the value of two (2) full months' rental, no matter the date on which written cancellation notice was provided, or the remaining value of the lease, whichever value is smaller;
 - 3.4.5.1.1. Two (2) full months' means that the Lessee will be liable for rental until the final day of occupation of the property, plus two (2) additional months thereafter.
 - 3.4.5.1.2. By way of example, if the Lessee gives written notice of cancellation on the 4th of month 1, after having paid rent for month 1 a few days earlier, the Lessee will still be liable to pay an amount equivalent to the value of two (2) full months' of rental after moving out by the 31st of month 1. Thus the Lessee will be liable for the rent owing until the end of month 3.
 - 3.4.5.2. Any reasonable costs incurred in marketing the premises and acquiring a replacement Lessee.
- 3.5. The Lessor shall be obliged to take all reasonable steps to find a replacement Lessee that passes HouseME's financial vetting requirements. In the event that a replacement Lessee is found within two (2) months after the cancellation of this agreement in terms of this clause, the Lessee shall be refunded a proportional amount of the cancellation penalty.

4. MONTHLY RENTAL

- 4.1. The Lessee shall pay rental, for each and every month of the duration of this lease in the amount specified in the Schedule.
- 4.2. The Lessee shall pay the rent monthly in advance on the date specified in the Automatic Payment Mandate each and every month no matter the method of payment, free of all bank charges, into the nominated bank account of HouseME, which is duly authorised to collect the rent on behalf of the Lessor for the duration of this lease.
- 4.3. If an automatic payment collection fails, the Lessee shall make a manual payment into the nominated bank account of HouseME within 24 hours.
- 4.4. Any payment made to HouseME by cheque deposit, cash deposit or ATM deposit will incur an additional fee of 2.5% of the amount due, and will be charged to the Lessee to cover banking and admin charges.
- 4.5. HouseME reserves the right to issue a Letter of Demand for late rental payments.
 - 4.5.1. The Lessee will be charged for all costs incurred when issuing a Letter of Demand.
- 4.6. Any rental payment received 7 (seven) or more calendar days after the due date, will be subject to simple interest of 5% per month, charged daily from the date rent was due.
- 4.7. All payments received will firstly be appropriated against rent, and thereafter other debits for Services and finally towards utilities.
- 4.8. HouseME shall ensure rental due to the Lessor reflects in the Lessor's bank account according to the timing specified in the HouseME Terms and Conditions.

5. ACCEPTANCE OF TENDER AND PAYMENT OF DEPOSIT

- 5.1. Once the Lessee has placed its tender, in terms of this Agreement, to rent the Property, HouseME will inform the Lessee whether he was successful in the tender process by using the contact details provided in the Schedule.
- 5.2. Should the Lessee not receive feedback from HouseME within 48 hours, the Lessee shall assume that his tender was not successful. Should the Property still be available and open for tenders, the Lessee may re-apply by placing a new tender.
- 5.3. Should the Lessee receive confirmation from HouseME that his tender has been accepted in terms of clause 5.1 above, the Lessee shall be obliged to do the following:
 - 5.3.1. Set-up and accept a recurring Automatic Payment Mandate; and
 - 5.3.2. fulfill all of his/her obligations in terms of this Lease Agreement.
 - 5.3.3. The parties agree that the Lease Agreement will only become effective and the Lessee shall only be entitled to take occupation of the premises on receipt of the rental administration fee and the total Deposit by HouseME or by electronic or written acceptance by the Lessee of the terms and conditions in respect of HouseME's DepositFREE™ or DepositFLEX™ products.
- 5.4. In the event that the Lease Agreement is initiated with the DepositFREE™ or DepositFLEX™ coverage, the Lessee shall not be entitled to withhold payment of any amount due under this Agreement on the ground that HouseME charges convenience fees for a DepositFREE™ or DepositFLEX™ lease.
- 5.5. The DepositFREE™ and DepositFLEX™ fees are non-refundable.
- 5.6. In the event that the Lease Agreement is initiated without DepositFREE™ coverage:
 - 5.6.1. The Lessor shall have HouseME invest the deposit in an interest-bearing account for the benefit of the Lessee.
 - 5.6.2. HouseME shall be entitled to charge and collect a deposit administration fee per month, deductible from the interest earned on the Lessee's deposit.
 - 5.6.3. The fully-paid Deposit remains the property of the Lessee at all times during the subsistence of this Lease and may only be utilised by the Lessor in accordance with the provisions of the Rental Housing Act, No 50 of 1999.

- 5.6.4. The Deposit will be held as security for the performance of the Lessee's obligations under this Agreement and to compensate the Lessor for any breach by the Lessee of any obligations set out in this Agreement, and in the case of it being a policy is secured by and for HouseME.
- 5.6.5. The Deposit will be invested by the Lessor in an interest-bearing account with a financial institution.
- 5.6.6. The Deposit will be held until after the termination of this Lease when the Lessee has vacated the Premises and has discharged all of his or her obligations to the Lessor under this Agreement. The Lessor shall then have the right to make deductions from the Deposit as referred to in clause 5.5.2, plus any interest earned thereon, to cover any liability of whatsoever nature for which the Lessee is responsible in terms of this Agreement, including without limitation any legal costs incurred by the Lessor as a result of a breach of this Agreement by the Lessee, including but not limited to damage to property, furniture or other movable and/or immovable property that forms part of the premises, including late payment charges or banking fees due to be paid by the Lessee.
- 5.6.7. The Lessor will inform the Lessee in writing of any deduction from the Deposit, specifying the amounts deducted, if any, alongside invoices for any repair work done and the reasons thereof.
- 5.6.8. The balance of the Deposit (if any), together with any interest earned thereon, at the rate laid out in the Rental Housing Act will be refunded to the Lessee within the time frames laid out in the Rental Housing Act unless a product has been taken out for this security in which case no refund is due.
- 5.6.9. If the whole or any portion of the Deposit is used or if the amount of monies that the Lessor is entitled to deduct from the Deposit exceeds the amount held as the Deposit, then the Lessee shall be liable to the Lessor for such additional amount.
- 5.6.10. The Lessee shall not be entitled to withhold payment of any installment of Rental or any other monies payable under this Agreement on the ground that the Lessor holds the Deposit or any part of it.
- 5.6.11. Where the Lessor has contracted HouseME to establish the condition of the premises at the end of the Lease, the Lessor agrees that HouseME's decision will be final and irrevocable as to the extent of the Deposit claim permitted for damages.
- 5.6.12. If the Lessee validly terminates the lease before its commencement date, after paying a deposit, 90% of the deposit will be refunded within three (3) business days and remaining 10% refunded 22 business days from the date on which the deposit was received, subject to the terms and conditions hereof, including but not limited to clause 3.2.

6. LESSEE'S OBLIGATIONS

The Lessee shall: –

- 6.1. be responsible for the maintenance of the interior of the Premises and the Lessee undertakes to deliver the Premises back to the Lessor upon termination of the Lease in the same condition as received by the Lessee from the Lessor, fair wear and tear excepted;
- 6.2. not make any alterations or additions whatsoever to the Premises without the prior written consent of the Lessor, in the event of the Lessor agreeing to any such alteration or addition to the Premises, the Lessor shall be entitled, on termination of this Agreement, to require the Lessee to restore the Premises at the Lessee's expense to the same condition it was in prior to such alteration or addition;
- 6.3. on termination of the Lease, be obliged to remove any/all of the alterations, additions or improvements at the Lessee's cost and shall be obliged to make good any damage incurred by such removal, unless otherwise agreed in writing with the Lessor. If the Lessee does not remove all the alterations, additions or improvements by the Expiry Date or the date of termination, then the remaining items shall become the property of the Lessor who shall be entitled to remove and make good the affected areas at the Lessee's cost or retain such alterations, additions or improvements without compensating the Lessee therefore;
- 6.4. replace at his expense any light bulbs, fluorescent tubes, florescent starters and tap washers on the Premises;

- 6.5. keep all sewerage pipes, water downpipes, guttering, water traps and drains on the Premises, free from obstruction and blockage and shall remove, at his cost any blockage or obstruction therein unless governed explicitly by a demonstrably capable governing body such as a Body Corporate;
- 6.6. keep the grounds of the Premises (if any) in a clean and tidy condition, free from all litter, and where applicable, the Lessee agrees to trim the hedges regularly, to keep the garden and lawn watered (such watering to be in accordance with the prevailing municipal regulations) and to cut the grass regularly and to water, weed and generally maintain the flowerbeds;
- 6.7. not cut or remove trees or plants or effect any material alteration to the garden, without the Lessor's prior written consent;
- 6.8. keep the electrical, water and gas (if any) installations in good working order and condition, fair wear and tear excepted, and shall not make additions or alterations to these installations;
- 6.9. keep the electrified security fence (if any) in good working order, fair wear and tear excepted, and free of any vegetation and other foreign objects, that may hinder the operational effectiveness of the installation;
- 6.10. maintain the swimming pool (if such exists), motor, filtration plant and all pool cleaning equipment (if any) in good working order and free from all obstruction and contamination, using and employing the appropriate chemicals. The Lessee should take note that the swimming pool area may not have safety measures restricting access to the pool, and the Lessee should inform the landlord in writing if any such measures are insufficient within 24 hours after the ingoing inspection in order to either accept such measures as insufficient or cancel the Lease without penalty, in which instance all amounts paid by the Lessee to the Lessor or HouseME will be refunded to the Lessee;
- 6.11. not place or hang out any articles of washing, clothing or household linen on any window, stoep, balcony or on the outside of the Premises other than in the place set aside for this purpose;
- 6.12. neither do, nor permit to be done in or upon the Premises anything which may be a nuisance to or which may in any way interfere with the quiet or comfort of neighbours;
- 6.13. not contravene any Law or Regulation (Municipal or otherwise) or Body Corporate Rule, Conduct Rule or any provisions of a Share Block Use Agreement (where applicable), or Home Owner's Association rule. A copy of the current rules governing the Body Corporate, Share Block Scheme or Home Owner's Association shall, if applicable, be annexed as Appendix 2: The Rules;
- 6.14. not cede nor assign this Agreement, nor sublet the Premises or any portion thereof without the prior written consent of the Lessor;
- 6.15. be entitled to use the Premises for residential purposes only and for no other purpose whatsoever;
- 6.16. not place any person in occupation of the Premises in a manner which indicates he has surrendered possession of the Premises, without the written consent of the Lessor;
- 6.17. not allow the Premises to be continually inhabited by more than the number of persons set out in the Schedule at any one time, save with the Lessor's prior written consent;
- 6.18. be responsible for effecting in his own name a Household Comprehensive and Public Liability policy/ies to cover all the personal effects and all bodily injury claims upon the Premises and shall pay the premiums in respect thereof;
- 6.19. shall not carry on any trade on/from the Premises unless permitted by law or regulation and the prior written consent of the Lessor has been obtained;
- 6.20. shall not process, nor keep any combustibles or hazardous goods on the Premises unless the prior written consent of the Lessor has been obtained, provided that the Lessee shall be entitled to store a reasonable supply of paraffin oil, LP gas and candles for normal household purposes;
- 6.21. not deface, mark, paint or drive nails, hooks or screws into doors, walls, ceilings or floors of the Premises. No Prestik or any other adhesive whatsoever may be used on any doors, walls, ceilings or floors;
- 6.22. remove all mold and fungus from the walls, tiles, grouting, ceilings and any other affected areas of the Premises, by way of using a suitable cleaning solvent as soon as mold and/or fungus appears on these surfaces;

- 6.23. notify the Lessor of any defects or damages to the Premises promptly and confirm in writing by no later than 72 (seventy-two) hours of the Lessee becoming aware of any defect/s or damage/s to the Premises, in order that the Lessor may, if applicable, lodge a claim with the Lessor's insurers;
- 6.24. ensure that the Lessor is at all times aware of the Lessee's current contact numbers and email address;
- 6.25. not allow any sale by public auction to be held on the Premises;
- 6.26. not keep birds, animals or pets of any kind upon any part of the Premises without the prior written consent of the Lessor and subject to all applicable Municipal-by-laws, Home Owner's Association Rules and Body Corporate Rules, as applicable; and keep the premises free from pests (such as cockroaches, rats, mice, woodborer and bees) and have the Premises fumigated as necessary save for the first 60 (sixty) days after the Commencement Date, during which period this shall be the Lessor's responsibility.
- 6.27. not be entitled to incur any costs or expenses for any repairs required to the Premises (or any part thereof) for which the Lessor may be responsible without prior written consent of the Lessor;
- 6.28. not be called upon to make any repairs of any kind to the Premises or the surrounding premises of which it forms part (of any improvements thereon) occasioned by any acts, omissions or neglect of the Lessee or his invitees or guests.
- 6.29. be responsible to arrange for any television aerial or satellite dish installation or signal improvement required by the Lessee, which will be for the Lessee's account:
 - 6.29.1. in the case of sectional title units, where the Body Corporate is responsible for the television/DSTV aerial/signal feed to the Premises, it shall be the Lessee's responsibility to arrange this and resolve any problems in this regard directly with the Body Corporate and/or the Lessor bears no responsibility in relation hereto;
- 6.30. be responsible for the installation, transfer or discontinuation of service in respect of any electronic or telephonic service on the Premises;
- 6.31. in the event of a burglary of the Premises, be liable to make good of any damages caused to the Premises by such burglary, subject to the availability of suitable contractors/workmen to quote for and affect repairs:
 - 6.31.1. the Lessee acknowledges that any such repairs may need to take place as part of an insurance claim instituted by the Lessor, in which event there may be a delay in effecting the necessary repairs, during which period the Lessee will take reasonable precautions to protect and safeguard the Premises, persons on the Premises and his possessions thereon;
- 6.32. if an alarm is fitted to the Premises and the Lessee requires the alarm to be upgraded and/or improved or to be linked via a telephone line or radio transmitter to an armed response or monitoring facility, be responsible for arranging, this and all associated costs will be for the Lessee's account.
- 6.33. after the termination of this Lease when the Lessee has vacated the Premises and has discharged all of his or her obligations to the Lessor under this Agreement, pay all amounts for which the Lessee is responsible of whatsoever nature in terms of this Agreement:
 - 6.33.1. the Lessor shall then have the right to charge the Lessee for any liability of whatsoever nature for which the Lessee is responsible in terms of this Agreement, including without limitation any legal costs incurred by the Lessor as a result of a breach of this Agreement by the Lessee, including but not limited to damage to property, furniture or other movable and/or immovable property that forms part of the Premises provided the Lessor informs the Lessee in writing of any additional charges, specifying the amounts, if any, and the reasons therefore ("**Additional Charges**")
- 6.34. if there are Additional Charges, be provided 48 hours to dispute same, after which the Lessee's account will be debited as invoiced for the Additional Charges by means of the Automatic Payment Mandate, or its deposit whichever HouseME may determine at its sole professional discretion:
 - 6.34.1. should the DepositFREE™ product have been activated, HouseME shall use such funds as have been paid by the Lessee towards the Additional Charges and any excess amount due shall be debited by means of the Automatic Payment Mandate;

- 6.35. in the event that the Automatic Payment Mandate process in 6.34 be unsuccessful, be obligated to make a manual payment for the Additional Charges within 48 hours. The terms in clause 4 relating to payments shall *mutatis mutandis* apply to payments in terms of this clause 6.35;
- 6.36. be required to make him/herself available for viewings not less than two (2) separate occasions per week, for each week in the two months before this lease expires, should this lease not be renewed:
 - 6.36.1. should the Lessee not make him/herself available for viewings the Lessor may lay claim to the deposit for loss of rental income;
 - 6.36.2. should the Lessee not make him/herself available for viewings the Lessor shall be entitled to recover the cost of any contractors employed to host the viewing.
- 6.37. keep the premises neat and tidy for all viewings during the time period stipulated in clause 6.36.

7. LESSOR'S OBLIGATIONS

The Lessor shall: –

- 7.1. pay all rates and taxes plus any VAT thereon, in respect of the Premises to the Local Authority and pay any levies plus VAT thereon, if applicable, to the Body Corporate, Share Block Company or Homeowner Association as applicable;
- 7.2. ensure that the rates and/or levies, water and all other applicable service accounts in respect of the Premises are paid up to the Commencement Date;
- 7.3. keep and maintain the foundations, the exterior walls and roof of the Premises together with the external floors, walls and ceilings (save for sectional title schemes or share block schemes where the relevant body corporate or share block company shall be responsible therefore) but shall not be responsible for damage to any of the Lessee's possessions as a result of any defect of any nature whatsoever, whether patent or latent in the outside wall and roof, save to the extent that such liability is imposed by law. To the fullest extent allowed by law, the Lessor shall not be liable for any damage to any of the Lessee's or any third parties' possessions in or upon the Premises, caused by water or water leakage on the Premises;
- 7.4. remedy, at his cost, any root invasion of the drains and sewers and any damage to or defect in drains, sewers or guttering on or about the Premises, whether structural or caused by wear and tear;
- 7.5. effect any repairs required in respect of the pool motor and filtration plant (where required), other than deliberate and/or negligent damage caused by the Lessee;
- 7.6. keep the Premises and any fixtures, fittings or items of furniture on the Premises belonging to the Lessor, insured, to the full value thereof, against damage caused by fire, flood and other usual risks under terms of insurance customarily applicable to Premises of this nature;
- 7.7. maintain and repair the major installations to the Premises, including without limitation, the boiler and hot water cylinder/(s) (geyser) on the Premises;
- 7.8. be responsible for the maintenance and safety of gas installations (if such exists) and electrical installations on the Premises provided that the Lessee does not interfere with or otherwise tamper with such installations. The Lessee must immediately notify the Lessor if any of these installations are not working properly or are not in good order or otherwise appear to be unsafe;
- 7.9. properly maintain and where necessary repair and/or replace at his cost, and doors, door handles, locks and keys, glass, windows, window fasteners, electrical fittings and fixtures, bath, basins, sanitary ware, water taps, burglar alarms, automated gates/garage doors and sprinkler systems, other than where any damage is caused by the deliberate and/or negligent actions or omissions of the Lessee or his invitees or guests, in which event it shall be the Lessee's responsibility. The Lessor shall also be responsible for any maintenance, repairs or replacements, as necessary, as a result of fair wear and tear in respect of any of the aforementioned items;
- 7.10. ensure that the Lessee is at all times aware of the Lessor's current address, contact numbers and email address, as applicable;
- 7.11. ensure that the electrical, water and gas installation (if applicable) in the Premises will be in good working order and is safe for use by the Lessee.

8. INSPECTIONS

- 8.1. The Lessor and the Lessee shall jointly inspect the Property prior to the Commencement Date or at any other agreed upon date within 5 (five) days of the Commencement Date in accordance with the provisions of the Rental Housing Act. Should the Lessee fail to meet the Lessor at the Property on the date and at the time arranged by both parties, the Property shall be deemed to be free of defects. The Lessor may delegate this duty to HouseME on his behalf.
- 8.2. Any defect or damage noted or found at the Property shall be recorded in writing in a list of defects (herein-after referred to as the "Snaglist" contained in the appended Appendix 3: The Snaglist), which shall be signed by the Lessee and the Lessor and attached to the Schedule. The Lessee is responsible for obtaining a copy of the Schedule, once it has been signed by all parties.
- 8.3. The Property is let and hired in the condition in which it is as at the Commencement Date, without any warranties, express or implied, as to the absence of latent or patent defects therein, but subject always to both parties' maintenance obligations as set out in this Lease.
- 8.4. The Lessor and the Lessee shall jointly inspect the Property for any damage thereto at a pre-arranged time within three days of the expiry of this lease in accordance with the Rental Housing Act. The Lessor may delegate this duty to HouseME on his behalf.
- 8.5. The Lessee shall ensure that the Property is vacant at the time of such inspection.

9. DAMAGE TO OR DESTRUCTION OF THE PROPERTY

- 9.1. If the property is destroyed or so damaged that it can no longer be beneficially occupied, this lease shall terminate when that happens unless the parties agree in writing otherwise. However, if the property is significantly damaged but can still be beneficially occupied, this lease shall remain in force and the Lessor shall repair the damage without undue delay but the rent shall be abated so as to compensate the Lessee fairly for the effects on the enjoyment of the property of the damage and repair work.
- 9.2. If any damage or destruction is caused by an act or omission for which either party is responsible in terms of this lease or in law, the other party shall not be precluded by reason of any of the foregoing provisions of this clause from exercising or pursuing any alternative or additional right of action or remedy available to the latter party under the circumstances.

10. BREACH

- 10.1. If any party (the "defaulting party") commits a breach of this agreement and persists with such breach for more than:
 - 10.1.1. Seven (7) calendar days after being called upon in writing to rectify same (in the event that section 14 of the Consumer Protection Act does not apply to this lease); or
 - 10.1.2. Twenty (20) business days after being called upon in writing to rectify same (in the event that section 14 of the Consumer Protection Act applies to this lease)then the other party shall be entitled (but not obliged), without prejudice to any other rights or remedies which it may have in law, to
 - 10.1.4. claim damages; and/or
 - 10.1.5. cancel this agreement; and/or
 - 10.1.6. reclaim possession of the premises, where applicable.
- 10.2. Should the defaulting party be the Lessee, and should the Lessee dispute the Lessor's right to cancel and remain in occupation of the premises after the date of cancellation, the Lessee shall continue to pay the rental, municipal charges and any other amounts due in terms of this agreement as if the lease had not been

cancelled. The Lessor shall be entitled to accept payment of such amounts without prejudice to the Lessor's claim for cancellation. Should the matter be resolved in favour of the Lessor, he/she/it shall be entitled to retain such amounts as damages suffered as a result of the Lessee's unlawful holding over.

11. DOMICILIUM CITANDI ET EXECUTANDI

- 11.1. The parties choose as their *domicilia citandi et executandi* (the addresses for delivery of notices and court documents) the respective addresses listed in the Schedule. Either party may change their *domicilium* address on written notice to the other party, with effect from the date of receipt or deemed receipt by the latter of such notice.
- 11.2. Any notice, demand or other communication properly addressed by either party to the other party at the latter's *domicilium* in terms hereof for the time being and sent by prepaid registered post shall be deemed to be received by the latter on the fifth (5th) business day following the date of posting thereof. This provision shall not be construed as precluding the utilisation of other means and methods for the transmission or delivery of notices, demands and other communications, but no presumption of delivery shall arise if any such other means or method is used.

12. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

- 12.1. The Lessee shall 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:
 - 12.1.1. any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, sewerage, refuse removal or any other amenity or service to the property or any of the buildings, whatever the cause; or
 - 12.1.2. any interruption of or interference with the enjoyment or beneficial occupation of the premises caused by any building operations or other works on or about the property, whether carried out by the Lessor or by anybody else.
- 12.2. The Lessor shall not, however, be excused from specific performance of any of its obligations under this lease, whether express or implied, and particularly (but not only) its obligations to afford the Lessee occupation and enjoyment of the premises as contemplated by this lease and to carry out such maintenance and repairs as are incumbent upon the Lessor in terms hereof; and if the Lessor fails to carry out any such obligation of maintenance or repair with reasonable speed or efficiency, and persists in such default after reasonable notice in writing requiring that it be remedied, the Lessee may cause the necessary maintenance or repair (including any incidental or necessary replacement) to be carried out and may then recover the reasonable cost thereof from the Lessor on demand.
- 12.3. The Lessor shall not be liable for the death of or any loss or injury to the Lessee, its visitors, customers, clients, agents or employees, or any loss of or damage to any of its property or that of its visitors, customers, clients, agents or employees resulting from any defects in the structure of The Premises or any other part of the property or from the condition of the floors, stairs, corridors or any other part of The Premises or property or resulting from insufficient lighting or ventilation in any part thereof or through any defects in lifts, hoists, machinery, plant or appliances installed or used in The Premises or any other water pipe or connection or from any faulty electrical wiring connection, fitting, pipe wire or appliance or from any other cause whatsoever, including damage resulting from fire, flooding, lightning, earthquake or other Act of God, war, riots or other civil commotions, or howsoever caused.
- 12.4. The Lessee will not have any claim of any nature against the Lessor for any loss, damage or death which they may directly or indirectly suffer (whether or not such loss, damage, injury or death is caused through the negligence of the Lessor or the Lessor's agents or employees or for any cancellation of rent nor shall the Lessee be entitled to withhold or defer payment of rent or any other amount due in terms of this lease by reason of any cause in this Lease Agreement whatsoever.

- 12.5. The Lessor shall not be responsible for the death of, any injury, loss or damage which may at any time be suffered by the Lessee, its visitors, customers, clients, agents or employees on any of its property by reason of any act, neglect, default of the Lessor or agents or employees of the Lessor or any other Lessee of any portion of the property or any visitors, customers, clients, agents or employees of any such Lessee or by whomsoever or howsoever otherwise caused, including vis major and casus fortuitous, and whether negligent or howsoever otherwise. In particular and without limiting the generality of the foregoing, the Lessor shall not be liable for any loss which the Lessee and/or any of the aforementioned parties may suffer through theft or burglary, whether or not such loss be occasioned by any act, neglect or default of the Lessor or of any employee, agent or guest of the Lessor.

13. GENERAL

- 13.1. The terms of this lease shall be binding on the parties hereto, their heirs, executors, administrators in title or assignees.
- 13.2. Any reference to "signature" contained in this agreement shall include an "electronic signature" as defined in the Electronic Communications and Transactions Act No. 25 of 2002 and the Lessee warrants that he/she/it has the requisite permissions and authority to bind themselves to this Lease, and to set up a debit orders on the bank account that is provided to HouseME. **Fraudulently providing bank details is a criminally prosecutable offence.**
- 13.3. If the Lessee is a foreigner as defined in the Immigration Act No. 13 of 2002 (the "Immigration Act") he/she/it warrants that he/she/it has a valid residence permit which is valid for the full period of this lease (including any renewal periods).
- 13.4. The parties submit to the exclusive jurisdiction of the Magistrates' Court having jurisdiction in respect of any action or proceeding arising from this lease.
- 13.5. The Lessee shall be liable for and hereby undertakes to pay the Lessor all expenses, costs and charges which the Lessor may incur in enforcing the Lessor's rights in terms of this lease, including any costs of tracing the Lessee, collection commission at the ruling rate and all legal costs as between attorney and client.
- 13.6. Neither party shall be regarded as having waived, or be precluded in any way from exercising any right under or arising from this lease by reason of such party having at any time granted any extension of time for, or having shown any indulgence to the other party with reference to, any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other party.
- 13.7. No variation or consensual cancellation of this lease shall be of any force or effect unless reduced to writing and signed by both parties.
- 13.8. On entering into this lease, neither party relies upon any warranties, representations, disclosures, or expressions of opinion which have not been incorporated into this lease as warranties or undertakings forming part of this lease.
- 13.9. The Lessor and Lessee both acknowledge that:
- 13.9.1. they have had an opportunity to read and consider the provisions of this lease;
 - 13.9.2. they have had an opportunity to query any provision of this lease;
 - 13.9.3. they understand the contents of this lease;
 - 13.9.4. they are satisfied with the provisions of this lease.
 - 13.9.5. Should a new contract be agreed between the Lessee and Lessor for rental of the property associated to this Agreement take place within a twenty-four month period after the initiation of this Agreement, a fee of 3.5% of the total rental value of such a new contract will be due to HouseME Rental (Pty) Ltd from the Lessor.

14. INDEMNITY BY LESSEE OF HOUSEME

The Lessee agrees and undertakes, jointly and severally with any other Lessee(s), where applicable:

- 14.1. To keep HouseME indemnified and hold HouseME harmless against all payments, loss or damage, from and arising, which HouseME may sustain as a result of having paid the Lessor in terms of HouseME Rental Guarantee and the DepositFREE™ product; and
- 14.2. To pay HouseME on demand whatever sum has been paid by HouseME to the Lessor under the HouseME Rental Guarantee; and
- 14.3. That a certificate reflecting the indebtedness of the Lessee to HouseME, signed by any director or legal manager of HouseME shall be prima facie proof of the said indebtedness; and shall entitle HouseME to obtain judgment against the Lessee;
- 14.4. The Lessee waives the benefits of the exceptions *non causae debiti, non numeratae pecuniae, and excusationis*.

15. JOINT AND SEVERAL LIABILITY

- 15.1. In the event that there is more than one Lessee, each Lessee shall be jointly and severally liable for all obligations of the Lessee referred to in this Agreement.
- 15.2. The Landlord or HouseME shall be entitled to claim any amount due to it from either Lessee and such Lessee shall be responsible for compliance with the obligation of the Lessees in full and shall not be entitled to require that the Lessor or HouseME first claim such amount or any portion thereof from the other Lessee(s).