AGREEMENT OF LEASE

This Agreement of Lease is between:

_____

(Hereinafter referred to as "the Landlord") represented by **Pretor Property Management (Pty) Ltd**

and

_____

(Hereinafter referred to as the "Tenant")

1. Interpretation

In this agreement, unless the context otherwise indicates –

1.1 "**The Premises"** means

Flat /unit number _____in the building known as _____

Situated in _____

which address the Tenant chooses as his *registered address* for all purposes under this Agreement, as referred to in Clause 13.

1.2 "**The Rental**" means the sum of R _____ (_____) ***payable*** monthly, on **or before the first** day of each month, by the Tenant to the Landlord.

1.3 "**The Commencement Date**" means _____

1.4 "**The Lease Period**" means a period of 12 (Twelve months) reckoned from the Commencement Date and expires on the _____

1.5 "**The Deposit**" means the sum of _____

1.6 "**The Contribution**" means the sum of ***R0.00 (NIL RAND)*** being the Tenant's contribution towards levies, municipal assessment rates, sewerage and refuse removal charges payable by the Landlord, subject to escalation in terms of Clause 6.3.

1.7 "**The Number of Occupants**" means _____ ***(*** _____ ***)*** persons occupying the premises.

1.8 "**Administration Fee for Moving Out" means t**he applicable fee which will be determined by the monthly rental amount according to the following sliding scale, and this fee will be adjusted annually on the 1st of June by the agent:

R765.00 if the monthly rental is below R5 000
R970.00 if the monthly rental is between R5 001 – R10 000
R1,120.00 if the monthly rental is above R10 001.

1.9 "**The Landlord**" means the owner of a dwelling that is leased or a person who is in lawful possession of a dwelling and has the right to lease or sub-lease it.

1.10 "**Interest**" means 2% per month, or part of such month, calculated on any outstanding monies not paid on the due date.

1.11 "**Pretor Property Management**" means, the duly authorised agent of the Landlord.

1.12 "**The building**" means the building of which the premises form a part.

1.13 "**The Parties**" means the Landlord and the Tenant.

1.14 **"Business Days"** means any day of the week, excluding Saturdays, Sundays and public holidays.

Thus, done and signed at …… on this …….. day of ……..……..20…....

1. ……Witness

2. ……Witness …….…… (**LANDLORD)**

Thus, done and signed at …….. on this …….. day of ……..……..20.....

1. ……Witness

2. ……Witness ……..……(**TENANT SIGNATURE)**

Insofar as any aspect of this contract may pertain to us, we, the agents, ***Pretor Property Management,*** *hereby accept the benefits of the aforegoing contract.*

Thus, done and signed at …….. on this ……..day of ……..……..20……

1. ……Witness

2. ……Witness ……(**AGENT)**

**Pretor Property Management hereby warrants the validity of its Fidelity Fund Certificate as at the date of signature of this agreement.*

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2. THE PREMISES

The Landlord hereby lets to the Tenant who hires the Premises for the Lease period upon the terms and conditions set out herein.

3. PAYMENT OF RENTAL

3.1 The Tenant shall pay rental to Pretor Property Management, from the commencement date, monthly in advance, free of exchange and without deduction or set-off, on or before the first day of each and every month.

3.2 Should the commencement date not coincide with the first day of a calendar month, a pro-rata proportion of the monthly rental for the period from the Commencement date to the last day of that calendar month shall become due and payable on such commencement date.

3.3 A handling fee of a minimum of R191.00 will be charged by Pretor Property Management on any rental being paid in cash at Pretor's offices or at a bank; a minimum fee of R 64.00 will be charged for any ATM transfer. These fees may be adjusted by Pretor Property Management from time to time.

3.4 Pretor will not change the banking details during this lease. Any message suggesting otherwise must be treated as fraudulent and be reported to the Agent immediately. The Lessee accepts full risk of electronic fraud, interception, or manipulation of communications, and the Lessor and Agent accept no liability for any resulting loss.

3.5 Should Pretor Property Management so require, the Tenant shall be obliged to sign a debit order in favour of Pretor Property Management.

4. USE OF PREMISES

4.1 The Premises shall be used only for private residential purposes and for no other purposes whatsoever.

4.2 The Premises shall be used and occupied by the Tenant and his lawful dependents only, and the number of occupants shall at no time exceed that specified in Clause 1.7 of this contract.

4.3 The Tenant shall not allow linen or clothing to be hung outside the Premises or in or on the Building, save in any area which may be specifically provided for this purpose. The Tenant shall not leave or permit to be left any bicycles, boxes, parcels, or refuse in corridors, passages, stairways or other public places in the Building.

4.4 The Tenant shall not conduct or allow to be conducted auction sales of any nature whatsoever in or about the Premises.

4.5 The Tenant shall not permit the harbouring or housing of any live animals or birds on the Premises without the prior written consent of the Landlord, or its duly authorised Agent, and on such terms and conditions as the latter may specify.

4.5.1 The Tenant is under a strict obligation to fully disclose any pets to the Landlord or Agent, in writing, at any given time before occupation or during the subsistence of this Lease Agreement. Formal application and written approval must be obtained before any pet is brought onto the Premises.

4.5.2 Where the Premises are situated within a Sectional Title Scheme or Homeowners' Association, any approval granted is strictly subject to the Conduct Rules of that Community Scheme. The Tenant agrees to comply fully with all scheme limits and regulations.

4.5.3 Should a pet cause a nuisance or violate Community Scheme rules, the Landlord or Agent reserves the right to revoke consent upon 7 (seven) days' written notice. Failure to disclose a pet, or keeping an unapproved pet, shall constitute a material breach of this contract under Clause 12.

5. DEPOSIT

5.1 Upon acceptance of this Agreement by the Landlord, the Tenant shall pay the deposit, as set out in Clause 1.5 of the contract, to Pretor Group.

5.2 Pretor Group shall retain the deposit as a guarantee against payment by the Tenant of all amounts which may become due and payable by the Tenant.

5.3 The Landlord may at any time apply the deposit, or a portion thereof, towards payment of any amount whatsoever due and payable by the Tenant to the Landlord in terms of the Agreement of Lease.

5.4 The deposit, or what remains thereof after any amount due and payable by the Tenant has been subtracted, shall be refundable to the Tenant within 21 days after expiration of the lease and upon completion of the inspection and subject to any repairs that the Landlord may deem necessary.

6. LEVIES, MUNICIPAL RATES AND CHARGES

6.1 The Landlord shall pay levies, municipal assessment rates, and refuse removal charges payable in respect of the property of which the Premises forms a part.

6.2 The Tenant shall pay "the Contribution" to the Landlord as set out in Clause 1.6 of this contract.

6.3 Should the levies and/or rates and charges be increased at any time during the period of this Lease, or any new tax or taxes be imposed upon the Landlord at any time during the period of this Lease in respect of the Premises, then the Landlord shall be entitled to increase the Contribution.

6.4 Any increase in contribution in terms of clause 6.3 shall take effect from the date on which each such increase in levies or rates or new charges becomes effective.

7. TENANT'S RIGHTS AND OBLIGATIONS

7.1 ELECTRICITY AND WATER

7.1.1 The Tenant shall pay for all electricity, water and sewerage consumed by him in or on the Premises.

7.1.2 Should the Landlord be required to pay any amount in respect of water, sewerage and electricity charges, the Tenant shall, on demand, immediately refund the amount in question to the Landlord. Any payments received from the tenant will be allocated first to rental and fees included in this lease, and then to utility charges, if applicable.

7.1.3 In the event that the Tenant fails to pay the rental amount on two separate occasions during the lease period (whether consecutive or not), the Landlord shall have the right, but not the

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obligation, to assume control of the electricity and/ or water account associated with the leased premises.

7.1.4 The Tenant shall have no claim against the Landlord for any interruptions, suspension or disconnection of electricity or water services resulting from the Tenant's failure to pay amounts due for consumption of these services.

7.1.5 Any utility amount paid by the Landlord on behalf of the Tenant will be immediately due upon written demand and recoverable as an additional rental.

7.1.6 The Tenant shall at his expense replace where necessary all fluorescent bulbs, starters, globes, ballasts and incandescent bulbs used in the premises.

7.2 MAINTENANCE

7.2.1 The Tenant shall keep and maintain in good order and condition at his cost, the whole interior of the premises, including but not limited to all doors, both internally and externally, all the Landlord's fixtures, fittings and appliances therein, all locks, keys, door handles, and all glass windows, and on termination of the Lease shall deliver the same to the Landlord in such good order and condition as when he took occupation of the Premises.

7.2.2 The Tenant shall keep the carpets in the condition received. The Landlord shall have the carpets professionally cleaned at the end of the Rental period, and the cost thereof shall be recovered from the Tenant.

7.2.3 Where the lease pertains to a house or duplex flat and the Tenant has exclusive use of a garden area, he shall maintain the garden and shall not allow the accumulation of filth or rubbish. The Tenant shall not remove any trees, shrubs or any other plants without the prior written permission of the Landlord.

7.2.4 The swimming pool (if applicable) shall be maintained on a weekly basis by the Tenant. Should Pretor Property Management inspectors find the pool in a neglected state, Pretor Property Management shall advise the Tenant in writing to remedy and reinstate the pool to its original condition. Should the same not be attended to within seven (7) days from the date of such notice, Pretor Property Management, or a service contractor

nominated by Pretor Property Management, will attend to the same and the cost thereof shall be for the Tenant's account.

7.2.5 The cost of any repairs affected on behalf of the Tenant will be charged to the Tenant together with an administrative fee of 5% for each invoice to a maximum of R800.00 per invoice (inc. VAT).

7.3 NOTIFICATION OF DEFECTS

7.3.1 Prior to the tenant taking occupancy of the dwelling, both the tenant and the landlord shall conduct a joint inspection to identify any defects or damage. This inspection will help determine the landlord's responsibility for repairs or provide a record of any existing defects or damage.

7.3.2 If the Tenant fails to notify the Landlord of any defects or damage within (7) days after the inspection, the Tenant will be deemed to have accepted the premises in good order and condition. The Tenant shall be responsible for any defects upon vacating the premises that were not reported to the Landlord in accordance with the notification requirements outlined above

7.3.3 The premises are leased in the condition in which they are found, and the submission of a written schedule of defects places no obligation on the Landlord to attend to any or all of the defects reported.

7.4 ALTERATIONS, FIXTURES AND FITTINGS

7.4.1 The Tenant shall not make any alterations or additions to the Premises or to any installations therein, whether structural or otherwise, or drive or permit any nails or screws to be driven into the walls or ceiling without the Landlord's consent. The Tenant will refrain from any act or permitting any act which may cause damage to the Premises or the building.

7.4.2 Upon termination of the Lease, any additions or improvements shall become the property of the Landlord without there being any obligation on the Landlord to compensate the Tenant therefore. Should the Landlord elect to receive the property in the same condition as furnished to the Tenant on the commencement date, the Tenant hereby undertakes to restore the premises to such condition.

7.5 NO ASSIGNMENT OR SUB-LEASING

7.5.1 The Tenant shall not cede, mortgage, pledge or encumber any of its rights, or delegate any of its obligations under this Lease.

7.5.2 The Tenant shall not sub-let, permit anyone else to occupy, or part with possession of the premises, or any part thereof, without the Landlord's prior written consent and then upon such terms and conditions as the Landlord may deem fit.

7.5.3 The Tenant shall not make any alterations or additions to the electrical installations of the Premises, without the Landlord's prior written consent, or connect any apparatus thereto which might endanger or overload the electrical installations or any part thereof.

7.6 WITHHOLDING PAYMENTS

The Tenant shall not be entitled to withhold, delay, abate or set-off payment of any amounts due to the Landlord in terms of this Lease by reason of any breach or alleged breach of the Landlord's obligations hereunder.

7.7 REFUSE

The Tenant shall ensure that refuse does not remain on or outside the premises, save in the area provided therefore.

7.8 BLOCKAGE OF PIPES

7.8.1 The Tenant shall use its best efforts to prevent any blockage of sewerage or water pipes or drains in or connected with the Premises.

7.8.2 The Tenant shall remove at his cost any obstruction or blockage in any sewerage, water pipe or drain servicing the premises and, where necessary, repair the sewer pipe or drain concerned.

7.8.3 The Landlord warrants that the said pipes or drains are free of defect, obstruction or blockage as at the Commencement Date.

7.9 NUISANCE

The Tenant shall not do anything or permit anything to be done in or on the Premises, which is or may become a nuisance or annoyance to, or in any way interfere with, the comfort of the neighbouring Tenants.

7.10 NO CLAIMS

The Tenant shall not have any claim or any nature against the Landlord –

7.10.1 for any loss, damage or injury which the Tenant may directly or indirectly suffer (even if such loss, damage or injury is caused through the negligence of the Landlord or the Landlord's servants or employees) by reason or any latent or patent defects in the Premises, or fire in the Premises, or theft from the Premises;
7.10.2 By reason of the premises or any part thereof being in a defective condition or state of disrepair or any particular repair not being affected by the Landlord timeously or at all;
7.10.3 Caution could not be provided or any other cause, either arising out of any act of God or accident, which due wholly or partly beyond the Landlord's control;
7.10.4 Arising out of a change of the Building's name, its facade, appearance or any other feature thereof;
7.10.5 Arising in any manner whatsoever, out of the use of the lift (if any) in the premises by any person whatsoever, for any purposes whatsoever, or arising from any other cause whatsoever.

7.11 INDEMNITY AND UNDERTAKING

7.11.1 The Tenant hereby indemnifies the Landlord against, and undertakes to pay to the Landlord an amount equal to, any claim proved against the Landlord by anyone for any loss, damage or injury suffered in or on the premises or in consequence of any act or omission by the Tenant or the Tenant's servants or agents and all costs incurred in respect thereto of whatever nature, specifically, but without deviating from the generality of the aforegoing, the costs incurred in any litigation as and when such costs become due and payable.

7.11.2 The Tenant indemnifies the Landlord, his Agent, employees, and servants against any claim of whatever nature, which may be brought against the Landlord, his Agent, employees, and/or servants arising out of any default or negligence of the Tenant.

7.12 INSURANCE

7.12.1 The Tenant shall not do or omit to do anything, or keep anything in or on the premises, which in terms of any fire insurance policy held from time to time by the Landlord in respect of the premises may not be done or kept therein, or which may render any insurance policy void or voidable and the Tenant shall comply in all respects with the terms of any such policy. If any premium payable in respect of any such policy is increased as a result of the Tenant not complying with the aforesaid provisions, then, without prejudice to any other rights which the Landlord may have as a result of that breach, the Tenant shall on demand refund to the Landlord the amount of that additional premium.

7.13 BUILDING

The Tenant shall not be entitled to claim a remission or reduction of rent by reason of alterations or additions to the Building being carried out by the Landlord from time to time, provided that the Landlord shall use its best endeavours to ensure that as little inconvenience as is reasonably possible is caused to the Tenant.

7.14 VACATING THE PREMISES

The Tenant shall notify the Landlord three (3) days prior to his vacating the Premises in order to enable the Landlord or his Agent to inspect the premises during reasonable office hours in the presence of the Tenant.

7.14.1 In the event of no such inspection being arranged, the findings of the Landlord's inspector shall be final and binding.
7.14.2 The Tenant shall be liable for the payment of the Administration Fee for Moving Out as set out in clause 1.8 of the contract.
7.14.3 Upon vacating the Premises, the Tenant shall forthwith deliver all keys to the Landlord or its Agent.
7.14.4 In the event of the Tenant vacating the premises but failing to remove all goods on or in the premises, the Landlord shall be entitled to remove such goods and sell same in any manner which the Landlord, at its sole discretion, deems fit, the proceeds of which will, after deduction of all costs incurred in the removal and sale of such goods, be refunded to the Tenant. In the event of the Tenant failing to advise the Landlord of a forwarding address, and the Landlord having no knowledge of the Tenant's whereabouts at the time of the sale, the onus will be on the Tenant to claim such proceeds within fourteen (14) days of sale, failing which all proceeds accruing from such sale shall be forfeited. The Tenant shall have no claim against the Landlord for any damages caused to goods so removed.

7.15 NON-AVAILABILITY OF PREMISES

Notwithstanding any receipt given for rent or deposit paid, should the Landlord be unable to give the Tenant possession of the Premises on the commencement date for any reason whatsoever, except as a result of willful default on the part of the Landlord, the Tenant shall have no claim for damages or other right of action against the Landlord, and undertakes to accept occupation from whatever date the Premises are available, subject to a remission by the Landlord of rent in respect of the period of non-occupation.

7.16 RECEIPTS

The Tenant renounces the legal exception of an error in calculation or allocation, The Tenant agrees that no receipt shall be valid unless given on Pretor Property Management's official receipt.

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7.17 FAILURE TO TAKE POSSESSION

7.17.1 Should the Tenant fail to take possession of the premises within a period of seven (7) days from the commencement date or from whatever date the premises are available, in terms of clause 7.15, then the Landlord shall be entitled to cancel this agreement without a notice and this agreement shall then terminate.

7.17.2 Should this agreement be cancelled in terms of Clause 7.17.1 above, then the Tenant shall have no further rights or claims of whatever nature against the Landlord by reason of the cancellation of this agreement. The Tenant shall forfeit the deposit and, in addition, the Landlord shall have the right to claim loss of rental and any other damages suffered.

8. LANDLORD'S RIGHTS AND OBLIGATIONS

8.1 Exterior

The Landlord shall maintain the exterior of the premises at his own cost and shall keep and maintain the exterior structure and roof as well as the lighting, lifts and stairways of the premises in good order and condition.

8.2 Access

The Landlord, or any person acting upon the Landlord's instructions, may at any time –

8.2.1 have reasonable access to the premises for the purpose of inspecting or repairing the premises or for any purpose associated therewith;

8.2.2 repair or add to the premises;

8.2.3 suspend the operation of the lifts (if any) serving the premises for service and/or repair or any other similar purpose, provided that the Landlord shall exercise its rights in terms hereof with the least possible inconvenience to the Tenant.

8.3 Future Tenants and Purchasers

The Landlord or his agent may display in or near the premises "To let" notices during the two months immediately preceding the expiration of this Lease, and a "for Sale" notice at any time during the period of this Lease; and may at all reasonable times show any prospective Tenants or purchasers the interior of the premises.

9. AMENITIES

Where the Lease Agreement pertains to a flat, and any amenity, including a swimming pool or parking bay is available, use of such amenity shall be in the Landlord's discretion and on such terms and conditions as he may determine from time to time. Use of any amenity is at the sole risk of the Tenant.

10. DESTRUCTION OF PREMISES

In the event of a fire occurring on the premises or of the premises being damaged or destroyed in any other way, the Landlord shall have the right to terminate this Lease and in such event shall refund to the Tenant rent paid in advance, beyond the date of such termination of this agreement, and the Tenant shall not have any claim against the Landlord for damages in consequence of any such deprivation, nor shall the partial or total destruction of the premises entitle the Tenant to claim cancellation of this agreement, unless the Landlord is unable to arrange for the restoration of the leased premises to their former condition within a reasonable time. The Landlord shall be required within a period of 21 (twenty-one) days of such destruction or partial destruction to advise the Tenant whether or not it intends to restore the premises. In the event of the Landlord deciding not to restore the premises, then the Tenant shall be entitled to cancel this agreement notwithstanding the foregoing provisions of this Lease.

11.POWER OF ATTORNEY: UTILITY ACCOUNT MANAGEMENT

11.1 The Tenant irrevocably appoints the Landlord (or their authorised agent) to act on their behalf for the purpose of managing utility accounts related to the leased premises, in the event of failure to pay the rental as per clause 7.1.3. This includes the authority to:

11.2. Liaise with and obtain information from utility service providers,

11.2.1 Access and inspect utility accounts and statements,

11.2.2 Settle unpaid utility charges where the Tenant has defaulted,

11.2.3 Make arrangements with regard to the continuation, disconnection or reconnection of services if disconnected due to non-payment, and the tenant will be liable for the costs incurred in this regard.

11.2.4 Sign any documents and take action necessary to exercise these powers.

11.3 This power of attorney is granted to ensure proper management of the premises and remains valid for the duration of the lease and any renewal. It does not absolve the Tenant from their primary responsibility to pay utility charges. All payments made by the Landlord may be recovered from the Tenant as additional rental.

12. BREACH

12.1 Should the Tenant –

12.1.1 fail to pay any amount due by him in terms of this Lease on the due date and remain in default for more than 20 (twenty) business days after being notified in writing to do so by the Landlord or its Agent;

12.1.2 commit any other breach of any terms of this Lease and fail to remedy that breach within a period of 20 (twenty) business days after receipt of written notice to that effect by the Landlord;

12.1.3 fail to pay the monthly rental on due date within any one period of twelve (12) months during this Lease after the Landlord has, during such period, given the Tenant notice under 11.1.1 on two or more occasions;

12.1.4 repeatedly breach any of the terms of this Lease in such manner as to justify the Landlord in holding that the Tenant's conduct is inconsistent with the intention or ability of the Tenant to carry out the terms of this Lease;

12.1.5 contravene the Conduct Rules of the Body Corporate, if applicable, and having been advised thereof in writing, and having remained in breach of such Conduct Rules; then and in any one of

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such events the Landlord shall without prejudice to its right to claim damages, its right to eject the Tenant from the premises or the right to report the conduct to Credit Bureaus and or making this information available to Credit Granters, or to any other claim of any nature whatever that the Landlord may have against the Tenant as a result thereof –

12.1.6 be entitled to cancel this Lease; **OR**

12.1.7 In the case of clause 11.1.2 be entitled to remedy such breach and immediately recover the total cost incurred by him in so doing from the Tenant.

12.2 Should the Landlord institute action against the Tenant pursuant to a breach by the Tenant of the terms and conditions of this lease, then, without prejudice to any other rights which the Landlord may have, the Landlord shall be entitled to recover all legal costs incurred by it including, amongst other things, attorney and own client fees, tracing fees and such collection commission as the Landlord may be obliged to pay to its attorneys, from the Tenant.

12.3 Should the Landlord cancel this Lease and the Tenant dispute the Landlord's rights to do so and remain in occupation of the premises pending the determination of that dispute, then –

12.3.1 The Tenant shall continue to pay, on the due date, all amounts due by the Tenant in terms of this Lease;

12.3.2 The Landlord shall be entitled to recover and accept those payments;

12.3.3 the acceptance by the Landlord of those payments shall be without prejudice to his rights and shall not in any manner whatsoever affect the Landlord's claim to cancellation of this Lease or any other claim or right of whatever nature, which the Landlord may have.

12.4 Should the dispute between the Landlord and the Tenant be determined in favor of the Landlord then the payments made to the Landlord in terms of clause 12.3.1shall be regarded as damages paid by the Tenant, on account of the loss sustained by the Landlord as a result of the holding over by the Tenant of the premises.

12.5 The Landlord shall be entitled at its option to institute any legal proceedings which may arise out of or in connection with this lease in any Magistrate's Court having jurisdiction, notwithstanding the fact that the claim or value of the matter in dispute might exceed the jurisdiction of such Magistrate's Court in respect of the cause of action.

12.6 Without prejudice to all or any of the Landlord's rights granted hereunder, should the Tenant fail to pay the said monthly rental or any other sum or sums which may become due by the Tenant to the Landlord on due date, then in either or both of such events the Tenant shall pay the Landlord interest thereon as set out in Clause 1.10 hereof.

12.7 The Tenant shall be liable to pay the costs incurred and any fee charged by the Landlord's agent, or its nominee including the fees as prescribed by the Debt Collectors Act, which fees may be arising from, amongst others, any correspondence, telephone calls, or consultations with the Tenant due to non-payment or late payment of rental.

12.8 In the event of the termination of this contract by the Landlord in consequence of any breach of any of the conditions thereof by the Tenant, and further in the event of the Landlord or its agents re-letting the premises for any portion or the whole of the unexpired portion of the Lease, whether with or without any further period, then the Tenant shall, notwithstanding anything to the contrary herein contained and notwithstanding and without prejudice to any other liability which he may have, be obliged to pay the Agent a fee of 50% of one month's rental plus VAT.

12.9 Should the Tenant cancel the Lease at any time during the Lease Period, the Tenant agrees to provide the Landlord with a minimum of 20 (twenty) business days' written notice. The Tenant agrees that the Landlord will be entitled to charge the Tenant an early cancellation fee up to a maximum of 3 (three) months of rental that is payable at the time the Tenant cancels the Lease and which the Tenant agrees is a fair and reasonable cancellation penalty.

12.10 Should the Landlord commit any breach of any of the terms of this Lease Agreement, the Tenant shall be obliged to give the Landlord 20 (twenty) business days' written notice to remedy the breach, failing which the Tenant shall be entitled to cancel the Lease. The Tenant shall have no claim against the Landlord for any rental payments already made as a result of such cancellation of the Lease.

13. NOTICES AND REGISTERED ADDRESSES

The parties hereby choose as the registered address for all purposes under this Agreement of Lease at their respective addresses set out hereunder:

13.1 REGISTERED ADDRESS OF THE LANDLORD:

c/o Pretor Property Management
River Falls Office Park
262 Rose Avenue, Doringkloof, 0157
Private Bag x115, Centurion, 0046

13.2 REGISTERED ADDRESS OF THE TENANT:

The premises as defined in clause 1.1 above.

13.3 NOTICE TO TENANT

Any notice to the Tenant shall be addressed to the Tenant at the registered address and shall either be sent by e-mail, delivered by hand, faxed or SMS'd. Notice delivered by hand, faxed, SMS'd or e-mailed shall be deemed to have been delivered and received by the tenant on the date of delivery. In neither event shall proof of receipt by the Tenant be required to prove delivery.

13.4 NOTICE TO THE LANDLORD

Any notice to the Landlord shall be served via email to the designated email address. Notices sent by email shall be deemed duly delivered upon successful transmission. If the Landlord has not provided a valid email address, or if electronic transmission fails, notices may be delivered by hand to the Landlord's registered address. Any notice delivered to the Landlord by hand shall not be deemed to have been delivered unless delivered between 08h30 – 16h30 Mondays to Thursdays or between 08h30 to 16h00 on Fridays, and for which written receipt is given by the Landlord.

13.5 Any party shall be entitled, by notice in writing to the other, to change its registered address to any other address within Gauteng, provided that the change shall become effective only fourteen (14) days after service of the notice in question.

14. OPTION TO RENEW THE LEASE AGREEMENT

14.1 If the Lease is not cancelled by either the Landlord or the Tenant before expiry of the Lease, the Lease will automatically continue on a month-to-month basis and thereafter is terminable by either party giving to the other not less than 20 (twenty) business days notice to such effect. Any changes to the Lease upon continuation must be agreed to in writing and signed by both parties.

14.2 The Landlord will notify the Tenant not more than 80 (eighty) and not less than 40 (forty) business days before the Lease Period ends and inform the tenant, in writing, of the following:

14.2.1 The date the Lease Period ends;
14.2.2 The changes that will apply if the Lease is renewed or continued;
14.2.2.1 Any material changes to the Lease that will apply to such automatic renewal;
14.2.2.2 That the Tenant reserves the right to cancel the Lease as stated above, unless the Tenant advises the
14.2.2.3 Landlord that he/she does not want the Lease to continue or agrees to the Lease being renewed for a further Lease Period and which the Tenant must notify the Landlord not less than 20 (twenty) business days before the Lease Period ends.
14.2.2.4 In the event of the lease renewal and in compliance with clause 14.1, both parties agree to execute a written addendum to the original Lease agreement, setting out the terms of the renewed lease. Such an addendum shall be signed by both parties prior to the commencement date of the renewed lease term.

15. GENERAL

15.1 No variation of this Agreement shall be of any force or effect unless reduced to writing and signed by both the Landlord and the Tenant.
15.2 This Lease contains all the terms and conditions of the agreement between the Landlord and the Tenant. The parties acknowledge that there are no understandings, representations or terms between the Landlord and the Tenant in regard to the letting of the premises other than those set out herein.
15.3 No act of relaxation on the part of the Landlord in regard to the carrying out of any of the Tenant's obligations in terms of this Lease shall prejudice or be deemed to be a waiver of any of the Landlord's rights in terms hereof.
15.4 The head notes to the paragraphs to this Agreement are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate.
15.5 Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include the female gender.

16. COSTS

The Tenant hereby agrees to pay the cost of the preparation of this Agreement.

17. DEPOSIT

17.1 Section 54 of the Act. Pretor Group acts as a payment processing agent on behalf of Pretor Property Management.
17.2 It is hereby confirmed that Pretor Group shall be entitled, at its discretion, to deposit any monies which they may hold on the Landlord's or Tenant's behalf from time to time, either to their current Trust Banking Account held in terms of Section 54(1) of the Act, or to a separate savings or other interest-bearing account opened in terms of Section 54(2) of the Act.
17.3 Pretor Group shall be entitled to transfer such monies from one account to another without reference to the parties. The parties agree that any interest earned on accounts held or opened by Pretor Group in terms of Section 54(1) and/or 54(2) of the Act shall not accrue and be payable to the Property Practitioners Fidelity Fund, but shall accrue to Pretor Group, or its nominee, without the need to account therefore to us.

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