



2.2.3 All amounts due in terms of this Lease shall be paid into the following account :

BANK : ABSA PRIVATE BANK  
BRANCH : STELLENBOSCH  
BRANCH CODE: 632 005  
ACCOUNT NO. : 40 8592 5665  
ACCOUNT NAME : M. R. CHAPMAN

2.3 The rent referred to in clause 2.1 shall include the cost of -

2.3.1 a property manager;

2.3.2 a cleaning service twice a week (on a Monday and a Thursday);

2.3.3 a pool service once a week;

2.3.4 a gardening service once a week;

2.3.5 all utilities payable to the Stellenbosch Municipality;

2.3.6 other services, for example wi-fi, security alarm, and DSTV.

See Annexure B for the names and contact details of the persons mentioned in clause 2.3 and a description of the services which they will provide.

PLEASE NOTE that the rent does not include the provision of electricity.

### 3. ELECTRICITY

3.1 It is recorded that the Premises contain a pre-paid electricity meter. The Landlord will ensure that there is a reasonable amount of electricity available to the Tenant on arrival. The Tenant is required, at his own cost, to top-up the electricity as and when required during the Lease Period and, at the end of the Lease Period, to ensure that the meter is showing roughly the same amount of electricity as was available to the Tenant on arrival. The property manager will explain the procedure on meeting with the Tenant at the commencement of the Lease Period.

### 4. DAMAGE TO PREMISES

4.1 The property manager and Tenant shall together inspect the Premises at the commencement of the Lease Period.

4.2 Any defects in the Premises shall be recorded in writing on a copy of Annexure A which must be signed by the Tenant and the property manager and a copy handed to the Tenant.

4.3 On termination of the Lease Period the Tenant and Property Manager will again inspect the Premises together. The Tenant acknowledges that he will be liable for the cost of replacing any items lost, damaged or broken during the Lease Period where the cost of repair and/or replacement is in excess of R250 (TWO HUNDRED AND FIFTY RAND).

## 5. DAMAGES DEPOSIT

- 5.1 A damages deposit of R5,000 (FIVE THOUSAND RAND) or GBP250 (TWO HUNDRED AND FIFTY POUNDS STERLING) shall be paid together with the balance of the total rent referred to in clause 2.2.2.
- 5.2 The Tenant may elect to pay the damages deposit in cash to be held by the property manager or into a nominated bank account in South Africa or the United Kingdom.
- 5.3 Within 7 (SEVEN) days of termination of the Lease Period and the joint inspection referred to in clause 4.3, the damages deposit or the balance thereof after deduction of the costs referred to in clause 4.3, shall be refunded to the Tenant either in cash or into a nominated bank account.

## 6. CANCELLATION POLICY

- 6.1 Should the Tenant wish to cancel his booking the following terms will apply -
  - 6.1.1 In the event of cancellation less than 21 (TWENTY ONE) days before commencement of the Lease Period no refund of the booking deposit will be made.
  - 6.1.2 In the event of cancellation more than 21 (TWENTY ONE) days but less than 2 (TWO) full calendar months before the commencement of the Lease Period then 50% (FIFTY PERCENT) of the booking deposit will be refunded.
  - 6.1.3 In the event of cancellation more than 2 (TWO) calendar months before the commencement of the Lease Period the booking deposit will be refunded in full.
- 6.2 In the event that the Landlord is able to rent the Premises to an alternate tenant for some or all of the Lease Period, the Landlord reserves the right to waive or reduce the sum to be retained by the Landlord per the cancellation policy in clauses 6.1.1 and 6.1.2 at any time in his entire discretion.

## 7. OBLIGATIONS OF TENANT

- 7.1 If at any time during the Lease Period, the Tenant has cause to leave the Premises unattended, then the Tenant shall ensure that the security alarm is armed. The Tenant is put on notice that this is a condition of the Landlord's insurance cover in respect of the Premises.
- 7.2 The Tenant shall at all times ensure that the occupants of the Premises together with their invitees adhere strictly to the rules of good neighbourliness.
- 7.3 The Premises may be occupied by no more than 6 (SIX) adults/children.
- 7.4 The Tenant shall at all times keep the Premises in a neat, tidy and sanitary condition.
- 7.5 The Tenant shall notify the property manager as soon as practically possible of any urgent maintenance or security issues which may arise.
- 7.6 The Tenant shall not be entitled to sub-let the Premises.
- 7.7 The Tenant shall not bring pets onto the Premises without the consent of the Landlord.

7.8 The Tenant shall not smoke (and shall not permit others to smoke) within the Premises. In the event of a failure to comply with this obligation, the Landlord shall arrange for the Premises to be deep-cleaned at the cost of the Tenant.

**8. NOTICES**

The Landlord and Tenant agree that the service of any notice required in terms of this Lease may be addressed to the Tenant at his email address and at the email addresses of the Landlord detailed above.

**9. JURISDICTION**

The Landlord and Tenant agree that the laws of the Republic of South Africa shall govern the interpretation and enforceability of this Lease.

**10. JOINT AND SEVERAL LIABILITY**

The Tenant’s obligations in terms of this Lease shall, where applicable, be joint and several.

**11. ENTIRE AGREEMENT**

The Landlord and Tenant agree that this Lease contains the entire agreement between them and that any amendment to this Lease must be reduced to writing and signed by both parties for it to be valid.

SIGNED at \_\_\_\_\_ on \_\_\_\_\_

**WITNESSES**

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

**LANDLORD**

SIGNED at \_\_\_\_\_ on \_\_\_\_\_

**WITNESSES**

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

**TENANT**