

## STANDARD TERMS AND CONDITIONS OF RENT

### 1 INTERPRETATION

- 1.1 In these Standard Terms and Conditions, unless the context otherwise indicates: -
- 1.1.1 Words importing the singular shall include the plural and vice versa;
- 1.1.2 Words importing one gender shall include other genders;
- 1.1.3 Words indicating natural persons shall include and import artificial persons;
- 1.1.4 The headings to the clauses contained herein are inserted for reference purposes only and shall not affect the interpretation of any of the provisions to which they relate;
- 1.1.5 **"Amendment Fee"**– means the fee charged by the Rental Agent for any amendment to the confirmed booking by the Client as set out in clause 4.4 below;
- 1.1.6 **"Booking Form"** – means the booking form completed by the Client and which, together with these Standard Terms and Conditions, constitute a valid and binding Rental Agreement;
- 1.1.7 **"Breakage Deposit"** – means a refundable deposit in the amount of ZAR10,000 payable by the Client to the Rental Agent as set out in clause 4.3;
- 1.1.8 **"Client"**– means the person/s named on the Booking Form who contracts with the Rental Agent on the terms and conditions hereunder;
- 1.1.9 **"Lease Agreement"** – means the agreement of rent that is constituted by and consists of the provisions of the Booking Form and these Standard Terms and Conditions;
- 1.1.10 **"Occupants"**- means all the persons, including the Client staying over-night in the Premises during the Occupation Period and, where the context requires it, will include guests of the occupants;
- 1.1.11 **"Occupation Date"** - means the arrival date, being the first day of the Occupation Period, as specified in the Booking Form;
- 1.1.12 **"Occupation Period"** – means the length of stay of the Client in the premises, being the period from the arrival date to the departure date as specified in the Booking Form;

- 1.1.13 **“Owner”**– means the owner of the Premises;
- 1.1.14 **“Premises”**- means the apartment or villa as indicated on the Booking Form or as designated by the Rental Agent;
- 1.1.15 **“Rental Agent”**- means the Company/Close Corporation named on the Booking Form who acts as an agent for and on behalf of the Owner of the Premises;
- 1.1.16 **“Total Rental Cost”**– means the rental rate payable by the Client based on the number of Occupants and Occupation Period to the Rental Agent as specified in the Booking Form;
- 1.1.17 **“ZAR” or “Rands”** – means the lawful currency of the Republic of South Africa.

## **2 INTRODUCTION**

- 2.1 The Owner has mandated the Rental Agent to let the Premises and charge rental to the Client.
- 2.2 The Owner lets and the Client hires the Premises on the terms of this Lease Agreement.

## **3 DURATION**

This lease shall come into operation on the Occupation Date and shall subsist for the Occupation Period.

## **4 BOOKING PROCEDURE**

### **4.1 Provisional Booking**

- 4.1.1 In order to secure a provisional booking for the Premises, the Client shall –
- 4.1.1.1 complete in writing and dispatch to the Rental Agent a Booking Form; and
- 4.1.1.2 simultaneously pay the Rental Agent a booking deposit (the **“Booking Deposit”**) of 50% (fifty percent) of the Total Rental Cost. If the Booking Deposit is not paid then no booking will be made.

### **4.2 Confirmed Booking**

4.2.1 Upon receipt by the Rental Agent of the balance of the monies due, being the remainder of the Total Rental Cost together with the Breakage Deposit from the Client, the provisional booking shall be confirmed.

4.2.2 If the balance of the monies due from the Client is not received 30 (thirty) days prior to the Occupation Date then the provisional booking will be automatically cancelled, and the Booking Deposit will be forfeited.

4.2.3 If the Client cancels the Lease Agreement before making payment of the balance of the monies then the provisional booking will be automatically cancelled, and the following cancellation Booking Deposit will be forfeited.

#### 4.3 Breakages Deposit

4.3.1 The Breakages Deposit is a holding payment, and will be used if there are damages to the Premises.

4.3.2 In the event of damages, Clients will be notified in writing within 7 (seven) working days of their departure, following the Occupation Period, together with an invoice specifying the details of any claim.

4.3.3 Damages are not limited to the Breakages Deposit and should the damages to the Premises exceed this amount then the Client will be held liable for any additional costs over and above the Breakages Deposit.

4.3.4 In the event of any breakages the Rental Agent will levy an administration fee of ZAR 350.00, which fee is non-refundable and may be deducted from the Breakages Deposit.

#### 4.4 Amendments to Confirmed Bookings

If the Client wishes to amend his confirmed booking in any way, then the Rental Agent may elect, in its sole discretion and without obligation, to do so, to charge an Amendment Fee of 3% (three percent) of the Total Rental Cost, which shall be payable by the Client on demand.

#### 4.5 Special Requests

The Client shall advise the Rental Agent in writing on the Booking Form of any special requests, needs or facilities required by him due to medical needs, for example refrigeration for the storage of insulin and other medically prescribed drugs, and requirements relating to disabilities and any other requirements incidental thereto. The

costs of complying with such special requests, needs or facilities shall be borne by the Client and is payable on demand.

## 5 QUOTATIONS, PAYMENT AND CURRENCY FLUCTUATION

- 5.1 All quotations given by the Rental Agent to a Client shall be in writing and, unless otherwise agreed to in writing by a member of the Rental Agent, shall be in the currency of South African Rand. Such quotations shall be inclusive of South African value added tax (where applicable). Acceptance of any quotation by a Client shall be in writing. The Rental Agent reserves the right to amend and increase any quotation, even after acceptance by the Client, in the event of any adverse currency fluctuations, increases in Government or Statutory levies, increases levied by third party suppliers, in respect of the accommodation.
- 5.2 Any revision in quotes will be commensurate with the change in the currency exchange rates or the increase in the amounts payable. In the event of the Client disputing the quantum of such increase, it shall be referred forthwith to the accounting officer of The Rental Agent for determination, who, in such determination, shall act as expert and not as arbitrator, and whose decision shall be final and binding on the Rental Agent and the Client, and accordingly not subject to appeal.
- 5.3 Although the Rental Agent strives to ensure that all rates displayed on sites are correct and accurate, the Rental Agent reserves the right to request additional payments from Clients, should properties which have seasonal/ special event rates, charge such rates. Certain properties/property groups, make rate changes at their discretion, and at short notice.
- 5.4 All payments due under the Rental Agreement to the Rental Agent by the Client shall be made free of exchange, deduction or set-off of whatsoever nature by way of cash, direct transfer, forex transfer or by credit card.
- 5.5 The Client may be required to provide the Rental Agent forthwith, upon making any payment, with written proof thereof in the form of a deposit slip, remittance advice or credit card authorization form.
- 5.6 The relevant reference number for the booking shall at all times be reflected on the proof of payment.

## 6 DESCRIPTION AND CONDITION OF PREMISES

## 6.1 Description of the Premises

6.1.1 The Client confirms that he has read and understood the description of the premises that he has chosen as displayed on the website <http://www.capetownlife.co.za> or <http://accommodationcapetown.biz> or <http://www.capetownwaterfront.org> or <http://www.luxury-apartments-capetown.com> whichever is applicable.

6.1.2 Minor differences between the actual Premises and any description or illustration thereof may exist. While the Rental Agent and the Owner take all reasonable steps to ensure the accuracy of such description and illustrations, they will not be liable for any non-material errors or differences or for the results thereof. Non-material differences in the description of the Premises will not amount to a breach of the Rental Agreement and will entitle the Client to cancel the Rental Agreement.

6.1.3 Furthermore, the Rental Agent reserves the right to substitute the applicable Premises with another similar or higher quality Premises should the chosen Premises not be rentable for any reason whatsoever.

## 6.2 Condition of the Premises

6.2.1 The Premises are accepted as including all furniture, fittings and accessories **“voetstoots”** and in the condition in which they are found, and shall be left in the same order and good condition, fair wear and tear excepted.

6.2.2 A full inventory of the contents of the Premises will be found in the Premises and should be checked by the Client upon arrival. Any shortfall, damage or breakages must be reported to the Rental Agent within 48 (forty-eight) hours of the Occupation Date, otherwise it will be assumed that the inventories are correct and the Premises will be deemed to have been in good order.

6.2.3 The Rental Agent will endeavour to make good any damages reported by the Client within 2(two) days of receipt of the report from the Client.

6.2.4 The Client shall otherwise be responsible for any shortages, breakages or damages to items contained in the inventory list during the Occupation Period.

## 7 OCCUPANCY

7.1 The Premises shall be available for occupation from 14:00 onwards on the

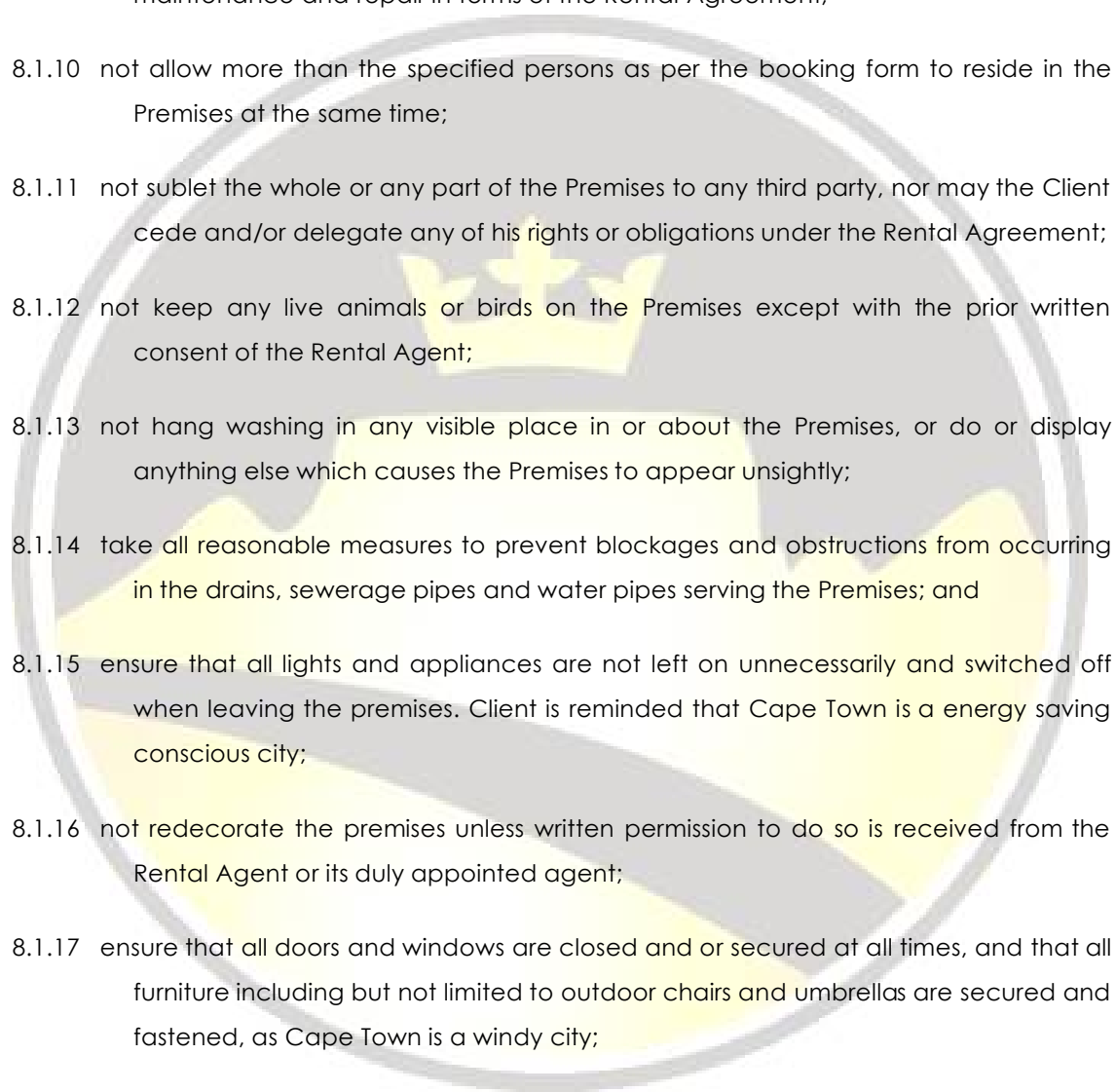
Occupation Date. Should the Client wish to occupy the premises before this check-in time, they are advised to book the night before to be included in their reservation.

- 7.2 The arrival details and check in form must be faxed to the Rental Agent prior to the Client's arrival on +27(0) 86 504 9750 (or such other number as may be advised by the Rental Agent from time to time). Failure to do so will result in unnecessary delays for which the Rental Agent will not be liable.
- 7.3 Occupants are required to vacate the premises before 11:00 on the day of departure, failing which the Rental Agent has the right to charge the Client for an extra day (or longer where applicable).
- 7.4 In the event that that any Occupant fails to leave the premises in accordance with clause 7.3 above and causes the Owner and/or Rental Agent to suffer damages, the Rental Agent reserves the right to claim damages from the Client.

## 8 OBLIGATIONS AND DUTIES OF THE CLIENT

8.1 The Client and/or other Occupants shall:-

- 8.1.1 only use the Premises for residential accommodation purposes and the parking places only for parking of motor car/s;
- 8.1.2 keep and maintain the interior of the Premises clean, tidy and habitable condition;
- 8.1.3 take reasonable measures to protect the Premises and all parts thereof (including all fixtures, fittings, appurtenances, appliances and keys) from abuse, damage, destruction and theft;
- 8.1.4 not place or leave any article or other thing in or about any passage, lift, stairway, pathway, parking garage, or other common part of the Building so as to cause a nuisance or obstruction;
- 8.1.5 ensure that refuse does not remain on or outside the premises, save in the place provided;
- 8.1.6 not do anything which could damage the Premises or render any insurance policy in respect of the Premises void or voidable;
- 8.1.7 not contravene any of the conditions of the title of the Premises or any of the laws, rules or regulations affecting owners, clients or occupiers of the Premises;

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- 8.1.8 not make any alterations or additions to the premises, nor affix anything to the walls of the premises;
- 8.1.9 refrain from interfering with the electrical, plumbing, or gas installations or systems serving the Premises or the Building, except as may be necessary to enable the Rental Agent or its duly appointed agent to carry out its obligations of maintenance and repair in terms of the Rental Agreement;
- 8.1.10 not allow more than the specified persons as per the booking form to reside in the Premises at the same time;
- 8.1.11 not sublet the whole or any part of the Premises to any third party, nor may the Client cede and/or delegate any of his rights or obligations under the Rental Agreement;
- 8.1.12 not keep any live animals or birds on the Premises except with the prior written consent of the Rental Agent;
- 8.1.13 not hang washing in any visible place in or about the Premises, or do or display anything else which causes the Premises to appear unsightly;
- 8.1.14 take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Premises; and
- 8.1.15 ensure that all lights and appliances are not left on unnecessarily and switched off when leaving the premises. Client is reminded that Cape Town is a energy saving conscious city;
- 8.1.16 not redecorate the premises unless written permission to do so is received from the Rental Agent or its duly appointed agent;
- 8.1.17 ensure that all doors and windows are closed and or secured at all times, and that all furniture including but not limited to outdoor chairs and umbrellas are secured and fastened, as Cape Town is a windy city;
- 8.1.18 not use any tobacco products or allow any other person to use tobacco products in or around the Premises. No cigarette stubs may be discarded inthe Premises or on the communal property and stairs, nor be thrown from the Premises' windows onto the surrounding Premises;
- 8.1.19 behave in a manner that is considerate to others. Disruptive behaviour caused by loud music and/or late night or early morning rowdiness will not be tolerated.If the

Occupants cause unreasonable annoyance, noise, distress, damage, crime or danger, the Rental Agent has the right to evict the Occupants;

- 8.1.20 not arrange any parties or functions without the Owner/Rental Agent's prior consent;
- 8.1.21 upon departure, hand over all keys (including remote controls) to the Rental Agent or its appointed agent. Any lost keys or keys not returned will result in lock and keys being replaced at the Clients cost and will be deducted from the Breakage Deposit referred to in clause 4.3 above;
- 8.1.22 allow the Rental Agent permission to enter the Premises at any reasonable time on 24 (twenty four) hours notice, to inspect the same in order to view the condition and state of repair thereof.
- 8.2 The Rental Agent may further in its sole discretion cancel or terminate a Client's booking in respect of the accommodation or any remaining part thereof in the event of any illness or the illegal or incompatible behaviour of the Client, with but not limited to the aforesaid who shall, in those circumstances, not be entitled to any refund. Any extra costs occasioned by such cancellation or termination as provided for in this clause shall be payable by the Client on demand.
- 8.3 Subject to clause 8.5 below, the Client is responsible for the cost of repairing or replacing all interior fixtures and fittings which may become broken or damaged.
- 8.4 The Client shall bear the costs of unblocking waste pipes/drains/toilet cisterns, if these are blocked and caused by the Client, for example by flushing down materials that cause blocking of drains.
- 8.5 Should the Client break or lose anything of the Owner's, they must advise the Rental Agent so that the Rental Agent can arrange replacement or repair, to the same standards and quality as the object lost or broken. The Occupants must not try to rectify the problem themselves.

## 9 OBLIGATIONS AND DUTIES OF THE RENTAL AGENT

- 9.1 The Rental Agent undertakes at its own cost prior to the Occupation Date to:-
  - 9.1.1 ensure that the Premises are let with all the furnishings, fittings, appliances, equipment and amenities represented by the Rental Agent as being in or forming part of the Premises;

- 9.1.2 provide an adequate housekeeping service not less than once a week on business days only as per clause 10 hereunder;
- 9.1.3 provide a pool and gardening service (where necessary, not less than once a week);
- 9.1.4 make the Premises available in good and clean condition with all fittings, appliances, equipment and amenities in sound and good working order;
- 9.1.5 supply a continuous supply of electricity;
- 9.1.6 subject to clause 15, ensure that the Premises are adequately insured against damage, destruction and/or any loss which the Rental Agent/Owner may suffer as a result of theft or break-in and/or fire, during the Occupation Period. The insurance should include coverage for public liability, SASRIA and malicious damage.
- 9.2 The Rental Agent further undertakes to and in favour of the Client that it will, as soon as is reasonably possible and subject to the Rental Agent's knowledge, inform the Client of any facts and/or changes in circumstances which may be material to, and or may affect the Client's use and enjoyment of the Premises, including, but not limited to any alterations of changes to the Premises or neighboring properties including renovations, refurbishing, constructions or reconstructions.

## 10 CLEANING SERVICES

- 10.1 Cleaning services are procured by third party suppliers and will be provided Monday - Friday (excluding public/religious holidays). The cleaning staff will only perform the following duties: Change bed linen (weekly), clean bathrooms, sweep, mop, and dust the Premises, wash the crockery and cutlery. Windows and patios are cleaned once a week weather permitting. The Client may arrange in writing with the Rental Agent for any additional cleaning services.
- 10.2 Client must ensure that all bed linen and towels, which need to be changed, must be placed in the bath for collection.
- 10.3 In the event of a disruption of the cleaning services, the Rental Agent will endeavour to find a replacement cleaner within a reasonable time.
- 10.4 The premises are cleaned every five (5) days and any bookings for a period over and above five (5) require a mandatory cleaning fee of R300.00 per every five (5) days,

which fee will be added to the Total Rental Costs and is payable by the Client on demand.

#### 11 INTERNET ACCESS

11.1 Telephone/Internet connections is for the account of the Client and is paid via pre paid vouchers/alternatively the Client will be billed by the Rental Agent or its duly appointed agent on receipt of the billing information from the relevant service provider, such charges to be added to the Clients Total Rental Costs and is payable on demand.

11.2 Internet usage is strictly for email and web surfing, no downloads are permitted. Bandwidth will be capped at 1 Gigabyte unless an alternative arrangement is made with the Rental Agent or its duly appointed agent, in writing.

#### 12 FAIR USAGE POLICY

Included in the cost of bookings is the charge for the use and consumption by the Client of all electricity and water consumed upon the Premises. Clients are kindly requested to use electricity and water sparingly and only according to their needs. In the unlikely event that a Client uses and consumes a disproportionate amount of electricity and water then the Rental Agent has the sole discretion to deduct any amount which it thinks fit, from the Breakage Deposit.

#### 13 CHILD POLICY

13.1 A child of 12 years and older will automatically be regarded as an adult and charged the full adult rate under the Rental Agreement, unless otherwise agreed in writing by the Rental Agent.

13.2 Certain accommodation establishments refuse permission to children under the age of 12 years. Acceptance of children is therefore subject to the availability of family units and specific conditions implemented by the supplier.

13.3 Children under the age of 12 years must be supervised by an adult when using the swimming pool facilities at all times.

#### 14 BREACH AND CANCELLATION

14.1 Should the Client default in any payment due under this Lease Agreement or be in breach of the terms of this Lease Agreement in any way, and fail to remedy such default or breach within 24 hours after receiving a written demand that it be

remedied, the Owner shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Owner under the circumstances, and without further notice to cancel this Lease Agreement with immediate effect, be repossessed of the Premises, and recover from the Client damages for the default or breach and the cancellation of this Lease Agreement.

14.2 Clause 14.1 shall not be construed as excluding the ordinary lawful consequences of a breach of this Lease Agreement by either party (save any such consequences as are expressly excluded by any of the other provisions of this Lease Agreement) and in particular any right of cancellation of this Lease Agreement on the ground of a material breach going to the root of this Lease Agreement.

#### 14.3 Cancellations of Provisional Bookings

14.3.1 Cancellations by the Client of provisional bookings for whatever reason may only take place according to the procedure outlined in this clause.

14.3.2 If the balance of the monies due from the Client is not received 30 (thirty) days prior to the Occupation Date then the provisional booking will be automatically cancelled, and the Booking Deposit will be forfeited.

14.3.3 If the Client cancels the Lease Agreement before making payment of the balance of the monies then the provisional booking will be automatically cancelled, and the following cancellation Fees shall be applicable and shall be calculated by reference to the Booking Deposit.

14.3.3.1 119 (one hundred and nineteen) – 90 (ninety) days, 75% (seventy-five percent) of the Booking Deposit shall be refunded;

14.3.3.2 89 (eighty-nine)– 60 (sixty)' notice is given 50% (fifty-percent) of the Booking Deposit shall be refunded;

14.3.3.3 59 (fifty-nine)– 31 (thirty-one)days' notice is given 25% (twenty-five percent) of the Booking Deposit shall be refunded;

14.3.3.4 30 (thirty) days or less notice given, no refund of the Booking Deposit shall be made.

#### 14.4 Cancellations of Confirmed Bookings

14.4.1 Cancellations of confirmed bookings by the Client for whatever reason may only take place according to the procedure outlined in this clause.

14.4.2 The following cancellation fees shall be applicable and shall be calculated by reference to the Total Rental Cost booked by the Client:

14.4.2.1 120 (one hundred and twenty) days or more notice, 75% (seventy-five percent) of the Total Rental Cost shall be refunded;

14.4.2.2 119 (one hundred and nineteen) – 90 (ninety)days' notice is given 50% (fifty-percent) of the Total Rental Cost shall be refunded;

14.4.2.3 89 (eighty-nine)– 60 (sixty)days' notice is given 25% (twenty-five percent) of the Total Rental Cost shall be refunded;

14.4.2.4 59 (fifty-nine)– 35 (thirty-five) days or less notice given, no refund of the Total Booking Cost shall be made.

14.5 All requests for cancellations shall be made by the Client in writing to the Rental Agent and shall only be effective on the date of actual receipt by The Rental Agent.

14.6 Any cancellations made, shall be subject to the following deductions and administrative charges: Refunds to credit cards: the relevant cancellation fee, less a 6% (six percent) credit card surcharge and an administrative charge. Direct bank deposits: the relevant cancellation fee, less actual bank charges debited by The Rental Agent's bankers, less an administrative charge. Forex transfers: the relevant cancellation fee, less actual bank charges debited by the Rental Agent's bankers, less an administrative charge. Cash payments: the relevant administration charges, less actual bank charges debited by the Rental Agent's bankers, less an administrative charge.

## 15 FORCE MAJEURE

15.1 If the Premises are rendered unsuitable by force majeure, including but not limited to fire, flood, or acts of God, or any other external circumstances beyond the Rental Agent's control, then in such case the Rental Agent will make every effort to find an alternate premises of a similar standard, if available, or the Rental Agent will repay to the Client on demand the pro rata portion of the rental in relation to the Occupation Period during which the Client is not able to occupy and enjoy the reasonable usage of the Premises.

15.2 Provided that the Owner complies with the provisions of 15.1 above, the Owner/Rental Agent will not be liable for breach of contract or any claim that may result from any inconvenience suffered.

## 16 LIMITATION OF LIABILITY AND INSURANCE

- 16.1 The Occupants use the Premises at their own risk. Neither the Rental Agent, any of its representatives, employees or officers, nor the Owner of the Premises will be liable for any costs, loss or damages that the Occupants may suffer as a result of any death, injury, theft, damage to property, accident or any event of whatsoever nature occurring during the Occupation Period, whether as a result of the Rental Agent (or its employees/officers) or the Owner's default, negligence or otherwise howsoever arising, including, but without limiting the generality of the aforesaid:-
- 16.1.1 any act or omission of The Rental Agent or any agent or servant of or contractor to The Rental Agent, whether or not negligent, or otherwise actionable at law, and including (without limiting the generality of the foregoing) any act or omission of any cleaner, maintenance person, handyman, artisan, labourer, workman, watchman, guard, or commissionaire;
- 16.1.2 the condition or state of repair at any time of Premises, or any part thereof;
- 16.1.3 any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, or any other amenity or service to the Premises, (including, without generality being limited, any cleaning service), whatever the cause;
- 16.1.4 any breakdown of, or interruption in the operation of, any machinery, plant, equipment, installation or system situated in or on, or serving, the Premises and including (but without limiting the generality of the foregoing) any lift, escalator, geyser, boiler, burglar alarm, or security installation or system, again regardless of cause;
- 16.1.5 any interruption of or interference with the enjoyment or beneficial occupation of the Premises or any of the common parts of the Premises caused by any building operations or other works to or in the Building or elsewhere on or about the Premises, or on adjacent properties whether carried out by the Rental Agent or by anybody else; or
- 16.1.6 any other event or circumstance whatever occurring, or failing to occur, upon, in, or about the Premises, whether or not the Rental Agent could otherwise have been held liable for such occurrence or failure.

16.1.7 Notwithstanding anything to the contrary contained in This Lease Agreement, the Rental Agent shall under no circumstances whatever, be liable for any indirect or consequential loss/es, howsoever caused or suffered by any of the Occupants.

16.2 The Occupants shall accept full responsibility for any accidents caused by or arising out of their own negligence, misuse of property or failure to comply with applicable statutes and regulations. Equally, no claims of any sort will be entertained by the Owner or Rental Agent in the event of incidents occurring whilst Occupants or guests are under the influence of alcohol or any drugs, whether therapeutic or not.

16.3 The Occupants are responsible for providing their own comprehensive travel, medical and other insurance, to cover the whole Occupation Period. This insurance cover should include cover in respect of, but not limited to, as a minimum, the following eventualities: any expenses associated with cancellation or curtailment of a booking reservation; emergency evacuation and medical expenses; personal injury, repatriation expenses; damage/theft/loss of personal baggage, money and goods.

#### 17 DOMICILIUMCITANDI ET EXECUTANDI:-

17.1 The Client appoints as his domiciliumcitandietexecutandi for all purposes, at the Premises during the Occupation Period and otherwise at the address set out in the Booking Form.

17.2 All notices to be given to the Client during the Occupation Period shall be in writing and hand delivered to the Premises and otherwise sent by e-mail or fax at the address set out in the Booking Form.

17.3 All notices to be given to the Rental Agent/Owner relative to the Rental Agreement should be in writing and hand delivered to Rental Agent at the address and number appearing on the Booking Form.

#### 18 DEFAULT BY CLIENT AND RECOVERY OF ATTORNEY AND OWN CLIENT COSTS

18.1 Overdue amounts due by the client to the Rental Agent shall bear interest at the prime rate of interest charged from time to time by any authorised banking institution of South Africa, plus 3% (three percentage) points thereon, which rate may be proved by a certificate from any duly authorized official of the said bank, and shall constitute prima facie proof of the contents thereof. Such certificate may be used for the purpose of provisional sentence or summary judgment in any legal proceedings.

18.2 A certificate by any duly authorized employee of the Rental Agent or by any of its members shall be prima facie proof as to the outstanding amount due and payable by the Client to it in terms hereof. Such certificate may be used by The Rental Agent for the purposes of provisional sentence or summary judgment in any legal proceedings.

18.3 In the event of the Rental Agent incurring any legal costs pursuant to any breach by the Client of any of its obligations, the client shall be liable for and pay the Rental Agent's costs thereby incurred, on the scale as between attorney and own Client.

## 19 APPLICABLE LAW

This Lease Agreement and all agreements entered into between the Rental Agent and the Client pursuant thereto, and on the terms thereof shall be governed by and construed according to the laws of the Republic of South Africa, irrespective of the place where the Lease Agreement/ agreement/s where entered into.

## 20 JURISDICTION

20.1 Subject to the provisions of clause 20.3 below, any legal proceedings arising out of or in connection with this Lease Agreement, or any agreement entered into pursuant thereto, shall be instituted in the Cape of Good Hope Provincial Division of the High Court of South Africa, which shall have exclusive jurisdiction to hear and determine such legal proceedings.

20.2 To the extent as may be necessary, the client hereby consents and submits to the jurisdiction of the said court, as referred to in clause 20.1 above.

20.3 Notwithstanding the provisions of clause 20.1 above, the Rental Agent shall have the discretion to institute legal proceedings against a client in any Magistrate's Court having jurisdiction in terms of Act no. 32 of 1944, as amended, notwithstanding that the amount claimed in such proceedings would otherwise exceed the monetary jurisdiction of the said Court.

## 21 GENERAL

21.1 This Rental Agreement contains the entire agreement between the Parties relating to the rental of the Premises.

21.2 No variation or alteration of these Standard Terms and Conditions shall be binding on the Rental Agent unless embodied in a written document signed by a member of the

Rental Agent. Any purported variation or alteration of these Standard Terms and Conditions otherwise than as set out above shall be of no force or effect, whether such purported variation is written or oral, or a combination of both.

- 21.3 No extension of time or relaxation of any of the provisions of these Standard Terms and Conditions shall operate as an estoppel against the Rental Agent in respect of its rights herein, nor shall it operate so as to preclude the Rental Agent thereafter from exercising its rights strictly in accordance with these Standard Terms and Conditions.

