



Fountain Rez
STUDENT LIVING

General Terms and Conditions



ANNEXURE “A”

GENERAL TERMS AND CONDITIONS

Kindly note that this Lease Agreement together with Annexures constitutes a binding and lawful Lease Agreement.

The Landlord, in complying with the Consumer Protection Act, 68 of 2008 (CPA) hereby specifically draws your attention to the clauses printed in bold. Kindly peruse the entire Agreement as all terms and conditions will be valid and binding.

Kindly ensure that before signing this Agreement you have had an adequate opportunity to understand these terms.

No change to the Agreement will be valid unless the Landlord and the Resident agree thereto in writing and both Parties signing such change or amendment failing which the terms of this standard Agreement with no changes or amendments will apply.

The Fountain Rez House Rules attached hereto (which can also be viewed on the Fountain Rez website at (www.fountainrez.co.za)) shall be deemed to be incorporated into this Agreement as forming an integral part hereof being binding upon the Parties. These House Rules may be amended from time to time.

1. DEFINITIONS

In this Agreement the following terms shall have the meaning as described below:

The / this Agreement	shall mean this Agreement, the Schedule and all Annexures hereto.
Annexures	shall form part of this Agreement as if specifically incorporated in the Agreement.
Application	shall mean the Landlord’s standard Application form completed and signed by the Resident and duly accepted by the Landlord.
Business Day	shall mean the Date which is not a Saturday, Sunday or an official public holiday in the Republic of South Africa.
Cancellation Date	shall mean the Date on which this Agreement is cancelled in accordance with clauses 14 and 15.
Cancellation Policy	shall mean the reasonable Cancellation Policy in the event of early termination of this Agreement as attached hereto marked Annexure “B”.
Commencement Date	shall mean the fixed Date, as determined by the Landlord every year as to when the Room and Services will be available to the Resident as recorded in the Schedule.
Communal Areas	In relation to the Premises, all areas and facilities at the Premises provided by the Landlord for common or joint use and benefit of all residence.
Days	Any reference to Days (other than a reference to Business Days), months or years shall be a reference to calendar days, months or years, as the case may be.
Enactment	Includes that enactment as at the Signature Date and as amended or re-enacted from time to time.
Fountain Rez House Rules	shall mean the rules of conduct applicable to the Residents and occupants of the Room, Premises and Communal Areas, a copy of which is attached hereto marked Annexure “C”.
Fundamental Rules	shall mean the Fundamental Rules set out in the Fountain Rez House Rules as Fundamental Rules which Rules the Parties agree are fundamental to maintain a safe and orderly environment at Fountain Rez and the breach of these Fundamental Rules will enable the Landlord to immediately cancel this Agreement and evict the Resident from the Room and/or Premises.



Including	The use of the word “including” followed by a specific example shall not be construed as limiting the meaning of the general wording preceding it and the eiusdem generis rule shall not be applied in the interpretation of such general wording or such specific example.
Landlord	shall mean FPG Holdings (Pty) Ltd, Registration Number 1990/02273/07, a private company incorporated in the Republic of South Africa.
Number of Days Prescribed	Such number shall exclude the first and include the last day, unless the last day falls on a day other than a Business Day, in which case the last day shall be the next succeeding Business Day.
Parties	shall mean the Landlord and the Resident and Party / either one of the Parties as the context may indicate.
Premises	shall mean the Premises including the entire Stand, the Building, the Room and Communal Areas.
The Resident	shall mean the Resident as recorded in the Schedule residing at the Room utilising the Services and may also be referred to as Student or Occupant.
The Room	shall mean the Room fully furnished as per the Room Inventory situated in the Premises provided by the Landlord as recorded in the Schedule, the occupation of which includes the Services as provided by the Landlord to the Resident.
The Room Inventory	shall mean the written inventory of amenities, furnishing, fittings and appliances as recorded on Annexure “G”.
The Overnight Visitor Policy	shall mean the Overnight Visitor Policy as recorded on Annexure “E”.
Rule of Construction	That provisions are to be construed against the Party drafting an agreement or part of an agreement or on whose behalf an agreement or part of an agreement was drafted shall not apply to this Agreement.
Services	The Services to be provided by the Landlord to the Resident in accordance with the terms of this Agreement, which includes the occupation of the Room and the use of any of the amenities, furnishings, fittings appliances as installed in the Room, the Premises or the Communal Areas.
Signature Date	shall mean the Date on which this Agreement is accepted by the Landlord.
The Singular	shall include the plural and vice versa, a reference to any one gender, whether masculine, feminine or neuter, includes the other two and any reference to a natural person includes an artificial person and vice versa.
Statutory Provision	Include that provision as from time to time modified or re-enacted.
Surety	shall mean the person or entity whom the Landlord requires to sign as surety for the full fulfillment of the Resident’s obligations in terms of this Agreement as recorded in the Schedule, the Agreement and the Deed of Suretyship attached marked Annexure “D”.
Termination Date	shall mean the fixed Date, as determined by the Landlord every year when the right to occupy the Room and utilise the Services will come to an end as recorded in the Schedule.
Termination of this Agreement	For any reason shall not affect those provisions of this Agreement which expressly provide that they will operate after any termination or which of necessity must continue to have effect after termination, notwithstanding the fact that the clauses themselves do not expressly provide this.
Use of Braai Area	shall mean the Use of Braai Area Policy as recorded on Annexure “F”.



2. THE LEASE

The Resident hereby lease the Room and Services from the Landlord on the terms recorded in this Agreement which shall commence on the Commencement Date and end on the Termination Date as recorded in the Schedule except if cancellation occurs in accordance with the provisions of clauses 14 or 15 below.

3. PAYMENTS

- 3.1 All rental, fees and charges in terms of this Lease are payable as recorded in the Schedule into the Landlord's bank account. The Landlord is not likely to change its Bank Account details, however such change will be communicated by registered mail on an official letterhead from the Landlord signed by the Financial Director of the Landlord and addressed to the Resident at its domicilium address. The authenticity of this registered letter shall after receipt be verified by the Resident in writing from the Landlord prior to acting thereupon. Without limiting the Landlord's rights, all payments shall in all circumstances be at the Resident's own risk.
- 3.2 All payments shall be made free of bank charges, deduction or set-off. The payments must be made in accordance with the agreed upon due dates and installments as recorded in the Schedule.
- 3.3 **If a payment is not fully received, or is received late, access to the Room may be blocked automatically. In case of late payment, and over and above any other amount payable as a result thereof, a late payment fee of R500.00 will be added to the Resident's account.**
- 3.4 **Failure to pay the rental timeously will constitute a material breach of this Agreement.**

4. ADMINISTRATION FEE

An administration fee as recorded in the Schedule will be payable upon signature of this Agreement.

5. DEPOSIT

- 5.1 The Resident shall pay a deposit within 7 (seven) days of acceptance of the Application and the Landlord shall hold this deposit throughout the duration of the Agreement as security in compliance with the Resident's obligations in terms of this Agreement.
- 5.2 **On termination the deposit will be refunded after deducting of any amounts outstanding payable in terms of this Agreement and subject to an inspection of the Room and facilities. Deposits will only be refunded within 21 (twenty one) business days after the Check-out date.**
- 5.3 Notwithstanding the foregoing, deposits will only be refundable once the Resident has complied with the following:
 - 5.3.1 A checkout inspection with the Landlord of the Room including the identification of all maintenance and cleaning items in order to bring the Room back to its original condition have been identified and listed;
 - 5.3.2 The checkout inspection form has been signed by both the Landlord and the Resident.
 - 5.3.3 The Resident providing the Landlord with a bank confirmation letter verifying the Resident's bank account details.
- 5.4 Maintenance and cleaning cost as identified in the Check-out inspection will be deducted from the deposit. All deposits will be paid into the bank account as recorded in the Application unless notified otherwise in writing together with a confirmation of bank details by the Resident.

6. TAKING OCCUPATION

- 6.1 The Resident will not be able to occupy the Room if:
 - 6.1.1 The administration fee, deposit, rental and/or any other outstanding payment have not been paid in accordance with this Agreement.
 - 6.1.2 This Agreement together with all annexures has been signed in full.
- 6.2 **The Resident acknowledges and especially agrees to accept the Room and amenities therein, the Premises in the conditions as it stands. Upon taking occupation the Resident must confirm in writing that the supplied Room inventory is accurate and complete and must sign an incoming inspection checklist. The Resident must**



notify the Landlord in writing within 7 (seven) days of moving into the Room of any defects.

6.3 Should the incoming inspection checklist not be complete signed and returned within this period, the Resident accepts that all the items supplied are correct.

6.4 **The Resident is responsible to acquire a mattress protector to be utilised during the Lease Period.**

7. USE OF THE ROOM

7.1 The Resident shall use the Room solely for a residence for educational purposes, whilst registered as a bona fide Student at a recognized Educational Institution.

7.2 The Resident shall have joint use with other Residents of the Communal Areas in the Building and on the Premises and undertakes to use all facilities with care and due regard to other Residents.

7.3 **The Residents shall be jointly and severally liable with other occupants for any damage caused to any Communal Area or the Premises, unless the Landlord in its sole discretion is satisfied that the damage was caused by an identifiable Resident or a group of Residents in which event those Residents shall be jointly and severally liable.**

8. WATER, ELECTRICITY AND MUNICIPAL CHARGES

8.1 Normal residential use of water, electricity and sewerage utility services will be included.

8.2 **A penalty fee will be added to the Resident's account, as set out in the Fountain Rez House Rules, when unusual high amounts of water and/or electricity are being used.**

9. DAMAGE OR DESTRUCTION

9.1 Should the Room or the Premises be destroyed or damaged to the extent which prevents the Resident from having substantial beneficial occupation of the Room, then:

9.1.1 either Party may elect to cancel this Agreement with effect from the date of such destruction or damage; and

9.1.2 no Party shall have any claim whatsoever against the other party as a result of such destruction or damage or cancellation, unless the destruction or damage was willfully caused by or through the negligence of the other party/parties or its/his employees or agents.

9.2 Should the Room and/or Premises be damaged to the extent which does not prevent the Resident from having substantial beneficial occupation of the Room or the Premises, should neither Party elect to cancel this Agreement under the circumstances set out in clause 9.1, then this Agreement shall continue to remain in force and:

9.2.1 the Landlord shall, at its own cost, reinstate the Room and/or the Premises as quickly as possible under the circumstances;

9.2.2 the Resident shall be obliged to re-occupy the Room as soon as it becomes ready for beneficial occupation;

9.2.3 the rental payable by the Resident shall be reduced pro rata for as long as and to the extent to which the Resident is deprived from beneficial occupation of the Room; and

9.2.4 neither Party shall have a claim of any nature against the other as a result of the said damage, save to require the other to perform its/his obligations as set out in this clause, unless the damage was willfully caused by or through the negligence of the other party/parties or its/his employees or agents.

10. LIABILITY AND INDEMNITY

10.1 **Except to the extent that:**

10.1.1 **the Landlord acted with gross negligence or fraudulent intent; or**

10.1.2 **the Landlord provided the Resident with access to a Room or the Premises that is unsafe, hazardous or defective as contemplated in section 53 of the CPA,**



The Landlord will not be liable for any loss or any direct, incidental, special, indirect or consequential loss or damages of whatever nature, howsoever arising, which may be suffered by the Resident and/or any of the agents, visitors, servants, guests and other invitees of the Resident and all other persons who are present upon the Room and/or the Premises or any part thereof through or as a consequence of the Resident, at the time the liability has been incurred.

10.2 Subject to clause 10.1 above, the Resident hereby indemnifies the Landlord and holds the Landlord harmless against:

10.2.1 any claim from visitors, guests, invitees of the Resident and all other persons who are present upon the Room and/or the Premises or any part thereof through or as a consequence of the Resident; and

10.2.2 any legal costs or any other expenses reasonably incurred in connection with claims or actions arising out of the circumstances set out in clause 10.2.2 above.

10.3 The Resident shall be liable and responsible for any loss, liability, damages, expense, illness, injury or death and any claims in respect thereof caused willfully or as a result of gross negligence (whether by way of an act or omission) on the part of the Resident:

10.3.1 to any employees, agents or any other representative of the Landlord while present in or around the Premises and/or the Room and/or the Communal Areas during or in relation to the use of any of the amenities; and

10.3.2 to the Landlord in respect of any direct, incidental, special, indirect or consequential loss or damages of whatever nature caused by any employees, agent or any other representative of the Resident while present in or around the Premises and/or Room and/or Communal Areas during or in relation to the provision of the Services.

11. FOUNTAIN REZ HOUSE RULES

11.1 Fountain Rez House Rules is attached hereto marked Annexure "C" which Rules are aimed to ensure optimal use and enjoyment of the Building, the Rooms, the Premises and Communal Areas by all occupants.

11.2 The Resident acknowledges that he/she has read, understands and is bound by the Fountain Rez House Rules (as may be amended from time to time) and that these Rules form a material term of this Agreement and **breach of any of these Rules specifically but not limited to the Fundamental Rules constitutes a breach of this Agreement and may result in an immediate termination of this Agreement.**

11.3 The Landlord reserves the right to amend the Fountain Rez House Rules from time to time and will publish such amended Rules on the notice board and website at www.fountainrez.co.za.

12. CHANGE OF ROOMS

12.1 Subject to availability and prior written consent from the Landlord, should the Resident wish to change rooms during the Lease Period, an additional Administration Fee will be payable together with the signature of an Addendum to this Agreement, **prior** to any change of Room by the Resident. **Changing Rooms without following this process may be followed by a fine of R500.00 (five hundred rand) plus vat and regarded in the sole discretion of the Landlord as a repudiation and cancellation of the Agreement.**

12.2 The Landlord reserves the right to change rooms of the Residents if required on prior written notice to the Resident.

13. ACCESS TO ROOMS

13.1 The Landlord or his representatives, agents, servants and contractors may at all reasonable times, without giving rights to any claim or right of action on the part of the Resident:

13.1.1 enter the Room due to a presumption of breaching of the Fountain Rez House Rules or for hygiene matters or for security reasons or in order to inspect it or to carry out any maintenance, repairs, replacements or other works or to perform any other function in the bona fide interest of the Landlord.

13.1.2 carry out elsewhere on the Premises, necessary repairs, replacements and other works all to maintain the exterior of the Building and the Communal Areas and keep it in good order and condition.



13.2 The Landlord shall ensure that this right is exercised with due regard for, and a minimum of interference with, the beneficial enjoyment of the Room by the Resident.

14. BREACH OF THE AGREEMENT

14.1 Should the Resident breach this Agreement due to breaching any of the **Fundamental Rules** as set out in the Fountain Rez House Rules, then:

14.1.1 the Landlord shall be entitled to cancel this Agreement immediately and impose a reasonable cancellation penalty on the Resident, as agreed to in the Cancellation Policy;

14.1.2 the Resident will remain liable to the Landlord for any amounts owed in terms of this Agreement, up to date of cancellation; and

14.1.3 no notice period will be applicable for this breach as the Parties agreed that such breach is severe and would in the interest of other Residents and the Landlord not require notice.

14.2 Should the Resident breach this Agreement due to breaching any of the Fountain Rez House Rules 3 (three) times during the Lease Period:

14.2.1 the Landlord shall be entitled, but not obliged, to cancel this Agreement immediately and impose a reasonable cancellation penalty on the Resident, as agreed to in the Cancellation Policy;

14.2.2 the Resident will remain liable to the Landlord for any amounts owed in terms of this Agreement, up to date of cancellation; and

14.2.3 no notice period will be applicable for this breach, as the three breaches of the Fountain Rez House Rules offers the Resident more than 20 {twenty} Business Days' notice of the approaching breach.

14.3 Should the Resident breach this Agreement due to failure to pay the rental and other amounts timeously in terms of this Agreement and fail to remedy that breach within a period of 20 {twenty} Business Days after receipt of a written notice to that effect from the Landlord:

14.3.1 the Landlord shall be entitled, but not obliged, to cancel this Agreement and impose a reasonable cancellation penalty on the Resident, as agreed to in the Cancellation Policy;

14.3.2 the Resident will remain liable to the Landlord for any amounts owed in terms of this Agreement, up to date of cancellation; and

14.3.3 the Landlord will issue a written notice to the Resident 20{twenty} Business Days prior to cancelling the Agreement.

14.4 Should the Resident:

14.4.1 commit any breach of any other condition of this Agreement, save for a breach as set out in clause 14.1, 14.2 and 14.3, and fail to remedy that breach within a period of 20 (twenty) Business Days after receipt of a written notice to that effect; or

14.4.2 commit any act of insolvency;

then the other Party shall be entitled to:

14.4.2.1 cancel this Agreement; or

14.4.2.2 remedy such breach and immediately recover the total cost it has incurred in so doing from the other Party.

14.5 While the Resident is in occupation of the Room and irrespective of any dispute between the Parties, then:

14.5.1 the Resident shall continue to pay all amounts due to the Landlord in terms of this Agreement on the due dates of the same;

14.5.2 the Landlord shall be entitled to recover and accept those payments; and

14.5.3 the acceptance by the Landlord of those payments shall be without prejudice to and shall not in any manner whatsoever affect the Landlord's claim to cancellation of this Agreement or for damages of any other nature whatsoever.



15. CANCELLATION POLICY

- 15.1 The Resident may choose to cancel this Agreement prior to the Termination Date of the Lease Period.
- 15.2 The Resident should request such cancellation in writing from the Landlord by giving 20 (twenty) Business Days' written notice by email to fountainrez@fpggroup.co.za, in which event:
- 15.2.1 the Resident will remain liable to the Landlord for any amounts owed in terms of this Agreement, up to date of cancellation; and
- 15.2.2 the Landlord will be entitled to impose a reasonable cancellation penalty on the Resident, which the Parties agreed to in the Cancellation Policy.
- 15.3 The Cancellation Policy is applicable whether the Resident or the Landlord affects the cancellation.

16. VACATING THE ROOM

When the Lease Agreement comes to an end, for whatever reason, the Resident shall:

- 16.1 Attend a Check-out inspection and sign a copy of the Check-out Inspection checklist. Should the Resident be unable and/or refuse to attend the Check-out inspection, the inspection will be done in absentia, after which a copy of the Check-out Inspection checklist will be given to the Resident;
- 16.2 Vacate the Room and remove all their belongings from the Room, Building and all other areas of the Premises;
- 16.3 Leave the Room and the Room Inventory in the same clean state and condition as they were in at the beginning of the Lease Period, fair wear and tear excepted;
- 16.4 Confirm to the Landlord the banking details (if different from the detail recorded in the Application) to which the Deposit, less any deductions made in accordance to the Agreement, should be refunded to; and
- 16.5 Should any of your personal belongings be left in the Room after the Check-Out date, the Landlord shall obtain ownership thereof.

17. INSURANCE

- 17.1 The Resident shall not keep or do in or about the Room and/or the Premises anything such as is liable to enhance any of the risks against which the Room and/ or the Premises may be insured to the extent that the insurance of the Room and/or Premises is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.
- 17.2 The Landlord may recover from the Resident on demand the full amount of any increase in insurance premiums attributable to a breach of the foregoing provision.
- 17.3 **The Resident shall be responsible for effecting in his/her own name a Household Comprehensive Insurance Policy or any other applicable insurance policy to cover his/her personal effects upon the Room and/or Premises and shall pay the premiums in respect thereof including his/her vehicle, motorcycle or bicycle.**
- 17.4 **It is specifically agreed that the Landlord will not be responsible for any direct or consequential damages suffered by the Resident in respect of fire damage, water damage and/or theft and/or burglary. The Resident will have to effect his own insurance at his own cost as recorded in clause 17.3 above.**

18. SURETYSHIP

The person reflected on the Schedule as the Surety will simultaneously with the signing of this Agreement by the Resident sign the Deed of Suretyship attached hereto marked Annexure "D" thus accepting liability jointly and severally with the Resident as surety and co-principal debtor for amounts which may become due to the Landlord by the Resident at any time in terms of this Agreement.

19. DOMICILIUM CITANDI ET EXECUTANDI

- 19.1 The Parties choose as their domicilia citandi et executandi for all purposes under this Agreement their respective addresses set out on the Schedule.
- 19.2 All notices to be given in terms of the Agreement will -



- 19.2.1 be given in writing or by email;
- 19.2.2 be delivered or sent by prepaid registered post or by email;
- 19.2.3 if delivered be presumed to have been received on the date of delivery;
- 19.2.4 if sent by prepaid registered post, be presumed to have been received within 7 (seven) Business Days of posting unless the contrary is proved;
- 19.2.5 if sent by email be presumed to have been received on the first Business Day following the date of transmission, unless the contrary is proved;

19.3 Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to him/it notwithstanding that it was not sent to or delivered at his/its chosen domicilium citandi et executandi.

20. GENERAL

- 20.1 This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representations, terms, conditions or warranties not contained in this Agreement shall be binding on the Parties.
- 20.2 No contract varying, adding to, deleting from or cancelling this Agreement, and no waiver of any right under this Agreement, shall be effective unless reduced to writing and signed by or on behalf of the Parties.
- 20.3 Each provision in this Agreement is severable, the one from the other, and, if at any time any provision is or becomes or is found to be illegal, invalid, defective or unenforceable for any reason by any competent court, the remaining provisions shall be of full force and effect and shall continue to be of full force and effect.
- 20.4 This Agreement shall be interpreted and implemented in accordance with the laws of the Republic of South Africa.
- 20.5 No remedy conferred by this Agreement is intended to be exclusive of any other remedy which is otherwise available at Law, by statute or otherwise. Each remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at Law or otherwise. The election of any one or more remedy by any of the Parties shall not constitute a waiver by such Party of the right to pursue any other remedy.

21. COMPLAINTS

A complaint filed with the Landlord regarding the performance of this Agreement must be made in writing by the Resident and be submitted immediately after discovering the failure to perform for which the Landlord might be liable. Complaints should be sent in writing to: fountainrez@fpggroup.co.za

22. FORCE MAJEURE (EXCLUDING COVID-19 PANDEMIC)

- 22.1 The term "Force Majeure" will be understood as any act of God, strike, war-like operation, rebellion, riot, war, civil commotion, lock-out, unavailability of raw materials, supplier failure, combination of workmen, interference of trade unions, suspension of labour, fire, explosion, floods, accident, acts, regulations or laws of any government or any circumstance arising or action taken beyond or outside the reasonable control of the Parties hereto preventing them or any of them from the performance of any of the obligations in terms of this Agreement.
- 22.2 In the event of Force Majeure the Party_affected by such force majeure shall be relieved of its obligations hereunder during the period that such force majeure continues but only to the extent so prevented and shall not be liable for delay or failure in the performance of any obligations hereunder or damage or loss which the other Party may suffer due to or resulting from the force majeure, provided always that a written notice shall be promptly given of any such inability by the affected Party. Any Party invoking force majeure shall upon termination of such force majeure give prompt written notice thereof to the other Party.
- 22.3 Should Force Majeure continue for a period of more than 90 (ninety) days, then either party shall be entitled to forthwith cancel this agreement.

23. COVID-19 PANDEMIC



- 23.1 In the event that the Educational Institution is disrupted as a result of the Covid-19 Pandemic, i.e. temporary closure of the institution, the following shall apply:
- 23.1.1 Closure of institution on or before the Commencement Date - the Resident may elect to be relieved of its obligations hereunder during the period that the institution remains closed, provided that should the Resident invoke this clause, written notice shall be given by the Resident to the Landlord before the Commencement Date;
- 23.1.2 Closure of institution after the Commencement Date and continue for a period of more than 30 (thirty) days - the Resident may elect to either: -
- 23.1.2.1 Continue to occupy the room and perform all of its obligations in terms of this Agreement;
- 23.1.2.2 or elect to be relieved of its obligations in terms of this Agreement during the period that the institution remains closed, provided that should the Resident invoke this clause, written notice shall be given by the Resident to the Landlord within 7 days of the of the announced closure of the institution; or
- 23.1.2.3 elect to cancel this Agreement on one calendar months written notice to the Landlord. In this instance alone, the Cancellation Policy shall not apply, and the Resident agrees to pay a cancellation penalty of one month's rental
- 23.1.2.4 Should the Resident elect either 23.1 .2.2 or 23.1 .2.3 above, the Resident will be required to vacate the room

24. COSTS

- 24.1 Each Party shall bear its own cost and expenses incurred by it to its attorneys and other professional advisers for the preparation, negotiation and signing of this Agreement.
- 24.2 In the event of the Landlord instructing its attorneys to take measures for the enforcement of any Landlord's rights under this Agreement, the Resident shall pay to the Landlord such collection charges and other legal costs, on an attorney and client basis, as shall be lawfully charged by such attorneys to the Landlord, on demand made therefore by the Landlord.

25. INTRODUCTION OF NEW LEGISLATION

- 25.1 If any Law comes into operation subsequent to the Signature Date which Law affects any aspect or matter or issue contained in this Agreement, the Parties undertake to enter into negotiations in good faith regarding a variation of this Agreement in order to ensure that neither this Agreement nor its implementation constitutes a contravention of such Law.
- 25.2 If either Party is prevented from performing any of its obligations in terms of this Agreement as a result of any existing or new Law or as a result of any event beyond its reasonable control whether or not foreseeable, including general power failures, breakdown of telecommunication networks or computers, political intervention, imposition of sanctions, riot or insurrection, it shall not be liable for any failure to perform its obligations under this Agreement while such event persists.

26. LANDLORD CESSION AND DELEGATION

- 26.1 In the event of disposal by the Landlord of the business providing the Services to any third party, the Landlord shall be entitled, on notice to the Resident, to cede all or any of its rights under this Agreement either out and out or as security and to delegate all or any of its obligations under this Agreement to any other Person or Persons, and the Resident hereby irrevocably consents thereto. On such cession taking place, the Resident shall, if so required by any cessionary, make all payments directly to such cessionary.
- 26.2 Nothing herein contained shall preclude the Landlord from ceding its rights and delegating its obligations in terms of this Agreement to a third party, if such cession and delegation is in pursuance of or in connection with a restructuring, re-organisation or amalgamation of the Landlord, its holding and/or associate entities, subject always that the Landlord shall in such event remain liable for the obligations imposed upon it in terms of this Agreement.
- 26.3 **The Resident shall not transfer or cede the agreement or assign any of its rights under this Agreement nor sublet the Room or any portion thereof to any party.**



27. OPERATION

- 27.1 The expiration, cancellation or other termination of this Agreement shall not affect those provisions of this Agreement which expressly provide that they will operate after such expiration, cancellation or other termination or which of necessity must continue to endure after such expiration, cancellation or other termination, notwithstanding that the relevant clause may not expressly provide for such continuation.
- 27.2 If the operation of this Agreement is suspensive or conditional upon the happening of any event and if any obligation or restriction imposed on the Parties or any of them is clearly intended to be implemented and given effect to notwithstanding the fact that this Agreement in its entirety may at that time not yet be unconditional, then the relevant obligation or restriction shall nevertheless apply and be given effect to, and the relevant provisions shall create binding obligations on the Parties.

28. INDEPENDENT ADVICE

Each of the Parties to this Agreement hereby acknowledges and agrees that:

- 28.1 it has been free to secure independent legal and other professional advice (including financial and taxation advice) as to the nature and effect of all of the provisions of this Agreement and that it has either taken such independent advice or has dispensed with the necessity of doing so; and
- 28.2 all of the provisions of this Agreement and the restrictions herein contained are fair and reasonable in all the circumstances and are in accordance with the Party's intentions.

29. RELAXATION

No latitude, extension of time or other indulgence which may be given or allowed by any Party to the other Party in respect of the performance of any obligation hereunder, and no delay or forbearance in the enforcement of any right of any Party arising from this Agreement, and no single or partial exercise of any right by any Party under this Agreement, shall in any circumstances be construed to be an implied consent or election by such Party or operate as a waiver or a novation of or otherwise affect any of the Parties' rights in terms of or arising from this Agreement or estop or preclude any such Party from enforcing at any time and without notice, strict and punctual compliance with each and every provision or term hereof.

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20 _____

AS WITNESSES :

1. _____

2. _____

FOR RESIDENT (Duly Authorised)

SIGNED AT _____ ON THIS THE _____ DAY OF _____ 20 _____

AS WITNESSES :

1. _____

2. _____

FOR LANDLORD (Duly Authorised)