

AGREEMENT OF LEASE

entered into between

PGM DEVELOPMENTS

Registration Number: 2017/265242/07

Herein represented by Yolandie Botha

[hereinafter referred to as "the Landlord"]

and

THE TENANT AS SET FORTH IN CLAUSE 1 OF SCHEDULE A

[hereinafter referred to as 'the Tenant']

PROTEA GLEN MANOR UNIT _____

This agreement of lease consists of 2 (TWO) schedules, being Schedule "A" and "B"

SCHEDULE "A"

TENANT 1

1.1 Full names and surname of Tenant 1: _____

1.2 Identity number of Tenant 1: _____

1.2 Work address Tenant 1: _____

1.3 Work telephone number Tenant 1: _____

1.4 E-mail address Tenant 1: _____

1.5 Telephone number Tenant 1: _____

TENANT 2

1.6 Full names and surname of Tenant 2 (if more than one tenant):

1.7 Identity number of Tenant 2: _____

1.8 Work address Tenant 2: _____

1.9 Work telephone number Tenant 2: _____

1.10 E-mail address Tenant 2: _____

1.11 Telephone number Tenant 2: _____

IN CASE OF EMERGENCY – NEXT OF KIN

1.12 Full names and surname of Next of Kin: _____

1.13 Identity number of Next of Kin: _____

1.14 Work address Next of Kin: _____

1.15 Work telephone number Next of Kin: _____

1.16 E-mail address Next of Kin: _____

1.17 Telephone number Next of Kin: _____

2. Commencement date of lease agreement: _____

3. Deposit: _____ (_____)

4. Lease period: 12 months

5. Property: Unit _____ Protea Glen Manor, 4 Sephooka Street, Protea Glen, Extension 2

6. Rental: R _____ (_____ thousand _____ hundred and _____ Rand)

7. Occupants: _____ person(s)

8. Name of Account Holder: PGM Developments

Bank: FNB - First National Bank

Branch name: Bryanston

Branch Code: 250805

Account number: 627 134 082 44

Reference: Use property description as reference.

SIGNED at _____ on the ____ day of _____ 20 ____

AS WITNESSES

1. _____

2. _____

For: **THE LANDLORD**

I / We have read the entire agreement of lease consisting of both Schedule "A" and "B" and, understand the content thereof and agree to be bound to the terms and conditions contained therein. Insofar as it may be necessary, the content thereof has been explained to me / us.

SIGNED at _____ on the ____ day of _____ 20 ____

AS WITNESSES

3. _____

4. _____

For: **THE TENANT**

SCHEDULE "B"**1. PARTIES**

1.1 The Parties to this Agreement are —

1.1.1 the Landlord;

1.1.2 the Tenant;

1.2 The Parties agree as set out below.

2. DEFINITIONS AND INTERPRETATION

2.1 In this Agreement and the recitals, unless clearly inconsistent with or otherwise indicated by the context –

2.1.1 **"Agreement"** shall mean this written document consisting of Schedule A and B, together with all written annexures or amendments attached to it from time to time;

2.1.2 **"Commencement Date"** shall mean the commencement date as set forth in clause 2 of Schedule A;

2.1.3 **"Deposit"** shall mean the deposit set forth in clause 3 of Schedule A;

2.1.4 **"Lease Period"** shall mean the period as set forth in clause 4 of Schedule A, where after either Party may terminate the Agreement by furnishing the other with 1 (ONE) calendar months' written notice to such effect. Should the tenant remain in occupation of the Property upon the expiry of the Agreement without entering into a fresh written agreement of lease with the Landlord, this Agreement shall automatically renew for another period of 12 months: -

2.1.4.1 Agreement may be terminated by either of the Parties giving the other (ONE) calendar months' written notice at the end of the Lease Period to such effect;

2.1.4.2 rental payable, as set forth in clause 6 of Schedule A will increase (at **10% (TEN PERCENT)** every **12 (TWELVE)** months upon the anniversary of the Commencement Date as set forth in clause 2 of Schedule A.

2.1.5 **"Parties"** shall mean the Landlord and Tenant and "Party" shall mean any one of them;

2.1.6 **"Property"** shall mean the property as set forth in clause 5 of Schedule A;

2.1.7 **"Rental"** shall mean the rental as set forth in clause 6 of Schedule A;

2.1.8 **"Occupants"** shall mean no more than the number of persons set forth in clause 7 of Schedule A, being allowed to occupy the Property at any given time.

2.1.9 **"Operating Expenses"** shall mean the operational expenses/costs as set forth in clause 8.1 of Schedule B;

2.1.10 the singular includes the plural and vice versa;

2.1.11 any reference to natural persons includes legal persons and vice versa;

2.1.12 any reference to a gender includes the other genders;

- 2.1.13 the clause headings in this Agreement have been inserted for convenience only and shall not be taken into account in its interpretation;
- 2.1.14 no provision herein shall be construed against or interpreted to the disadvantage of a Party by reason of such Party having or being deemed to have structured, drafted and/or introduced such provision;
- 2.1.15 the words "including", "include", "other" and "in particular" shall be construed as being by way of illustration only and shall not be construed as limiting the generality of any foregoing words;
- 2.1.16 save where otherwise specified, references to "writing" or "written" includes any non-transient means of representing or copying words legibly, including by facsimile or electronic mail;

3. RECORDAL

WHEREAS:

- 3.1 the Landlord is the owner of, or has the right to rent out the Property or any party elected by PGM Developments;
- 3.2 the Tenant wishes to rent the Property from the Landlord;

NOW AND THEREFORE, THE PARTIES AGREE AS FOLLOWS:

4. RENTAL

- 4.1 The Tenant shall pay to the Landlord the Rental on the Commencement date and thereafter on/or before the 1st day of each and every following month during the Lease period, by means of electronic transfer, free of bank exchange.
- 4.2 The Tenant shall not be entitled to withhold, delay, abate and/or set off the Rental, Deposit (or any part thereof) or any other amount due to the Landlord in terms of this Agreement by reason of any breach or alleged breach of the Landlord's obligation in terms of this Agreement.
- 4.3 Should the Commencement date not co-inside with the first day of a calendar month, a pro-rata portion of the Rental for the period from the of Commencement date to the last day of the particular calendar month, shall be paid by the Tenant on the signing of this Agreement by the Tenant.
- 4.4 All payments in terms of this Agreement, including but not limited to the Rental, Deposit, water and electricity, shall be made by the Tenant to the Landlord to the bank account as set forth in clause 8 of Schedule A.
- 4.5 In the event of the rates and regional services council levies payable by the Landlord to the local authority or the interest rate of the financial institution where the Landlord may have a bond registered over the Property, and such rates, levies, taxes and/or interest rates are increased at any time during the Lease period, the Rental will be increased accordingly, with **30 (THIRTY)** days prior written notice by the Landlord to the Tenant.
- 4.6 Should the Tenant be more than **1 (ONE)** person, the persons signing this Agreement as the Tenant shall be jointly and severally liable for any / all payments and obligations emanating from this Agreement.
- 4.7 Should cash be deposited into the account of the Landlord, a cash deposit fee of 3% of the amount paid into the account will be levied.

4.8 The following fees and/or charges in terms of any late and/or short payments, shall be charges payable by the TENANT. Such fees and/or charges shall be added to the Tenant's subsequent monthly statement of account and if same remain unpaid by the Tenant, in that subsequent month, the LANDLORD shall have the right to deduct these charge(s) from the deposit. Such fees and/or charges will be subjected to market related escalations without any prior notice and shall include:

4.8.1	Late payment fee	-	R 250.00 excl. VAT
4.8.2	Payment reminder notification SMS	-	R 10.00 excl. VAT
4.8.3	Notice of Legal Action Handover	-	R 250.00 excl. VAT
4.8.4	Letter of Demand and Breach Notice	-	R 550.00 excl. VAT
4.8.5	Summons issued	-	R 3,500.00 excl. VAT

5. **DEPOSIT:**

- 5.1 Upon the Signing of the Agreement by the Tenant, the Tenant shall pay to the Landlord, the Deposit;
- 5.2 The Landlord 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 use the Deposit towards payments of any amount whatsoever due by the Tenant to the Landlord. The Tenant will under no circumstances be entitled to demand from the Landlord that the Deposit be utilised to settle any the Rental or any part thereof, payable by the Tenant.
- 5.4 Upon expiry of the Lease period, the Landlord shall favour the Tenant in writing with **2 (TWO)** dates and times upon which an inspection of the Property may be conducted. Upon receipt of the suggested dates and times, the Tenant shall advise the Landlord in written of the more suitable of the dates and times provided, upon which mutually agreed date and time an inspection of the Property will be conducted. At the inspection the Landlord shall identify and point out any damages caused by the Tenant to the Property during the Lease period, fair wear and tear excepted ("the damages").
- 5.5 The Landlord shall use the Deposit to make good the damages. The Landlord shall in its sole and absolute discretion appoint the contractors to repair the damages. The Landlord shall be under no obligation whatsoever to obtain quotes from various contractors to repair the damages.
- 5.6 The Deposit, or what remains thereof after any amount due and payable by the Tenant in terms of this Agreement has been deducted, shall be refunded to the Tenant within **14 (FOURTEEN)** days after the damages has been repaired.
- 5.7 In the event of the Tenant failing to attend the inspection, the Landlord will inspect the Property in the Tenant's absence and the findings of the Landlord shall be final and binding.
- 5.8 Should the Tenant fail to return the keys and/or gate remote to the Landlord on the day of evacuating the premises, the TENANT shall be charged R 2,500.00 (Two Thousand Five Hundred Rand). Such fees and/or charges shall be added to the Tenant's subsequent monthly statement of account and the LANDLORD shall have the right to deduct these charge(s) from the deposit.

6. **THE USE OF THE PROPERTY:**

- 6.1 The Property shall be used only for private residential purposes and for no other purposes whatsoever.
- 6.2 The Property shall only be used and occupied by the Occupants.

- 6.3 The Tenant shall not conduct or allow to be conducted auction sales of any nature whatsoever in or about the Property
- 6.4 The Tenant shall not permit the harbouring or housing of any live animals or birds on the Property, without prior written permission of the Landlord and on such terms and conditions as the Landlord may deem fit, which permission may be revoked at any time by prior written notice to the Tenant.
- 6.5 The Tenant shall not use any other rooms in the Property for sleeping purposes other than those rooms specifically designated therefore and/or which is specifically classified as bedrooms.
- 6.7 The Property shall at all material times be occupied and used in accordance with the provisions of the Sectional Title Act and the scheme's rules.

7. ELECTRICITY AND WATER

- 7.1 The Tenant shall pay all electricity and water consumed on or at the Property during the Lease period, which shall be paid on demand.
- 7.2 The Tenant shall at its own expense, replace where necessary all fluorescent lights, starters, globes and ballasts and incandescent bulbs used in the Property.
- 7.3 Should the tenant be found to have tampered with any electrical or water meters on the property, the Landlord shall impose a minimum penalty fee of R 5,000 (Five thousand Rand) per meter. The tenant will also be blacklisted and handed over to the Rental Tribunal if the tenant shall refuse to make payment.

8. COMMUNAL WATER AND ELECTRICITY AND SECURITY SERVICES

- 8.1 The Tenant shall pay to the Landlord on demand:
- 8.1.1 the costs of any communal water and electricity levied by any scheme against the Property
- 8.1.2 the costs of any security guard or security services levied by any scheme against the Property.
- 8.1.3 the costs of maintaining the prepaid electricity meters, water meters and infrastructure
- 8.1.4 the costs of any operational expenses levied by any scheme against the Property.
- 8.1.5 the Operating Expense raised will be contributed to costs as described in clause 8.1.
- 8.1.6 failure to pay costs as described in 8.1 will result in the suspension of Electricity until full payment has been received.
- 8.1.7 suspension of Electricity will result in a disconnection and reconnection fee as per the Letter of Demand.

9. MAINTENANCE:

- 9.1 The Tenant shall keep and maintain in good order and condition at its own costs, the whole interior of the Property, including but not limited to all doors, both internally and externally, all fixtures, fittings and appliance therein and all locks, keys and door handles and all glass windows in respect thereof, and on termination of the Agreement shall deliver same to the Landlord in such good order and conditions as when occupation of the Property was taken.

9.2 The Tenant shall keep all the carpets in condition received. The Landlord shall have the carpets professionally cleaned upon expiring of the Lease period, the costs of which shall be recovered from the Tenant or be deducted from the Deposit.

10. NOTIFICATION OF DEFECTS:

10.1 Within **3 (THREE)** days of the Commencement date, the Tenant shall furnish the Landlord with a detailed written inspection list of all visible and non-visible defects.

10.2 In the event of the detailed written inspection list not being handed to the Landlord within the said **3 (THREE)** day period, it will be deemed that the Property was received in good order and condition and without any defects or damages of whatsoever nature.

10.3 Notwithstanding the provisions of this clause 10, the Landlord shall not be obliged to remedy any "defects recorded on the inspection list, as envisaged in clause 10.1 of Schedule B "

11. ALTERATIONS, FIXTURES AND FITTINGS:

11.1 The Tenant shall not make any alterations or additions to the Property or to any installations therein, whether structural or otherwise, to drive or permit any nails or screws to be driven into walls or ceilings, without the Landlord's written consent.

11.2 The Tenant will refrain from any act or permitting any act, which may cause damages to the Property.

11.3 Upon termination of the Lease period, any additions or improvements shall become the property of the Landlord without any obligation on the Landlord to compensate the Tenant. This include DSTV dishes or similar fixtures.

11.4 Should the Landlord elect to receive the Property back in the condition as received by the Tenant on the Commencement date i.e without and alterations and additions, the Tenant undertakes to restore the Property to such previous condition.

12. NO ASSIGNMENT OR SUB-LEASING:

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

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

13. REFUSE:

13.1 The Tenant shall ensure that the refuse does not remain on or outside the Property, but placed safely in the area provided therefore.

14. BLOCKAGE OF PIPES:

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

14.2 The Tenant shall remove at its own costs any obstruction or blockage in any sewerage, water pipe or drain serving the Property and when necessary replace the sewerage pipe or drain concerned.

15. NUISANCE:

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

16. NO CLAIMS:

16.1 The Tenant shall have no claim of any nature against the Landlord whatsoever for:

16.1.1 by reason of the Property or any part thereof being in a defective condition or state of disrepair or any particular repair not being effected by the Landlord timeously or at all.

16.1.2 arising out of this or any other cause either wholly or partly beyond the Landlord's control.

17. UNDERTAKING:

17.1 The Tenant undertakes to pay to the Landlord any amount equal to any claim made against the Landlord by anyone for any loss, damages or injury suffered in or on the Property or in consequence of any act or omission by the Tenant, its lawful dependants, servants or agents.

18. INSURANCE:

18.1 The Tenant shall not do or omit to do anything or keep in or on the Property, which in terms of any insurance policy held from time to time by the Landlord in respect of the Property may not be done or kept therein, or which may render any insurance policy void or violable and the Tenant shall comply in all respects with the terms of any such policy provided that if any premiums payable in respect of any such policy is increased as result of the Tenant's noncompliance with the aforesaid provisions, then without prejudice to any other rights which the Landlord may have as a result of the breach, the Tenant shall upon demand refund to the Landlord the amount of the additional premium.

19. BUILDING:

19.1 The Tenant shall not be entitled to claim remission or reduction of Rental or cancellation of this Agreement by reason of alterations or additions done to the Property being carried out by the Landlord from time to time, provided that the Landlord shall use its best endeavour to ensure that as little inconvenience as is reasonable possible is caused to the Tenant.

20. NON-AVAILABILITY OF THE PROPERTY

20.1 Should the Landlord be unable to give the Tenant possession of the Property on the Commencement date for any reason whatsoever, except as a result of wilful 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 whenever date the Property are available subject to a remission by the Landlord of rental in respect for the period of non-occupation.

21. RECEIPTS

21.1 The Tenant renounces the legal exception error calculi, the meaning and effect of which it is fully acquainted with. The Tenant agrees that no receipt shall be valid unless given on the Landlord's customary receipt form.

22. FAILURE TO TAKE POSSESSION:

22.1 Should the Tenant fail to take possession of the Property within a period of **7 (SEVEN)** days from the Commencement date or from whatever date the Property is available, the Landlord shall be entitled to cancel this Agreement without prior notice.

22.2 Should the Agreement be cancelled in lieu of clause 22.1 of Schedule B, the Tenant shall have no further rights or claims of whatsoever nature against the Landlord by reason of the cancellation of this Agreement. The Tenant shall, in such event, forfeit the Deposit and, in addition, the Landlord shall have the right to claim the loss of Rental and any other damages suffered.

23. INDEMNITY:

23.1 The Tenant indemnifies the Landlord, its employees, servants, contractors and workmen against any claim of whatsoever nature, which may be brought against the Landlord, its employees, servants, contractors, and/or workmen arising out of any default or negligence by the Tenant.

24. EXTERIOR:

24.1 The Landlord shall maintain the exterior of the Property at its own costs and shall keep and maintain the exterior structure and the roof of the Property in good order and condition save for:

24.1.1 the glass in the windows and doors of the Property;

24.1.2 damages occasion in consequence of any actual or attempted forcible entry to the Property by any person whomsoever.

25. ACCESS:

25.1 The Landlord, or any person acting upon the Landlord's instruction may at any time have reasonable access to the Property, for the purposes of inspecting and repairing of the Property or for any purpose associated therewith as well as to enable prospective Tenants to view the Property. In the event of the Tenant refusing to afford the Landlord access to the property within **12 (TWELVE)** hours from a request being made by the Landlord, the Landlord may enter the Property without the Tenant's consent: Provided that the Landlord shall exercise its rights in terms hereof with the least possible inconvenience to the Tenant. If the Landlord suspects any illegal activity, the Landlord may enter the property under reasonable conditions without consent of the Tenant.

26. SIGNS AND NOTICES:

- 26.1 The Landlord or its duly authorised agent may display in or near the Property "TO-LET" notices during the **2 (TWO)** months immediately prior to the expiry of this Agreement, and a "**FOR-SALE**" notice at any time during the period of this Agreement.

27. FUTURE RENTAL

- 27.1 In the event of notice being given to or by the Tenant to vacate the Property and the Property is not re-rentable due to the Property being neglected or vandalised by the Tenant or any persons associated to the Tenant, then the Tenant will be liable for the monthly Rental for such period of time that is utilised by the Landlord to repair and clean the Property to a good state of repair.

28. AMENITIES:

- 28.1 The use of any amenity associated with the Property shall be in the Landlord's discretion and/or on such terms and conditions as may be determine from time to time. The use of any amenity shall be at the sole risk of the Tenant.

29. DESTRUCTION OF THE PREMISES:

- 29.1 In the event of the Property being damaged or destroyed, the Landlord shall have the right to terminate this Agreement and in such event, shall refund to the Tenant any Rental paid in advance, beyond the date of cancellation of this Agreement. The Tenant shall not have any claim against the Landlord for damages in consequence or any deprivation nor shall the partial or total destruction of the Property entitle the Tenant to claim cancellation of this Agreement unless the Landlord is unable to arrange for the restoration of the Property to its prior condition, within a reasonable time.
- 29.2 The Landlord shall within a period of **21 (TWENTY ONE)** days from such destruction or partial destruction advise the Tenant whether or not it intends to restore the Property. In the event of the Landlord electing not to restore the Property, the Tenant shall be entitled to cancel this Agreement notwithstanding the terms and conditions aforesaid.

30. BREACH OF CONTRACT:

- 30.1 Should the Tenant:
- 30.1.1 fail to pay any amount due by and in terms of this Agreement on due date; or
- 30.1.2 commit any other breach of any term and conditions of this Agreement and fail to remedy that breach within a period of three **3 (THREE)** days after receipt of written notice to that effect by the Landlord; or
- 30.1.3 repeatedly breach any term and condition of this Agreement 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 and conditions of this Agreement;
- 30.1.4 then in anyone of such events the Landlord shall, without prejudice to any of its other rights, including the right to claim damages, be entitled to cancel this Agreement and to take immediate steps to evict the Tenant from the Property.
- 30.2 Should the Landlord institute action against the Tenant pursuant to a breach by the Tenant of any term and condition of this Agreement, the Landlord shall be entitled to recover from the

Tenant all legal costs so incurred on a scale as between attorney and client including tracing fees and collection commission, or

- 30.3 Should the Landlord institute action against the Tenant pursuant to a breach by the Tenant of any term and condition of this Agreement on a contingency fee structure, the Landlord shall be entitled to recover from the Tenant, a fee of R10 000 that will be payable in addition to the rental and interest and other fees owed.
- 30.4 Should the Tenant fail to attend any scheduled appointment or meeting at the Rental Housing Tribunal and/or any other scheduled legal intermediation appointment or meeting related to the Landlord instituting action against the Tenant pursuant to a breach by the Tenant of any term and condition of this Agreement, the TENANT shall be charged R 950.00 excl. VAT (Nine Hundred and Fifty Rand exclusive of VAT). Such fees and/or charges shall be added to the Tenant's subsequent monthly statement of account and if same remain unpaid by the Tenant, in that subsequent month, the LANDLORD shall have the right to deduct these charge(s) from the deposit.
- 30.5 Should the Landlord cancel this Agreement and the Tenant disputes the right of the Landlord to cancel and remains in occupation of the Property, the Tenant shall, until the dispute has been finalised, either by action or application or through discussions, carry on and pay all amounts payable in terms of this Agreement and comply with all other terms and conditions contained in this Agreement. The Landlord shall be entitled to recover and accept the aforesaid payments and the acceptance by the Landlord of the payments shall be without prejudice to and shall not in any manner whatsoever effect the Landlord's claim for cancellation of the Agreement.
- 30.6 Should the Tenant be evicted due to any breach by the Tenant of any term and condition of this Agreement, the Tenant will remain liable for the full monthly rental payment up until the unit has been leased to a new tenant. The Tenant's rent obligation continues to accrue after eviction until the end of the lease term or until the premises have been leased to a new tenant. The obligation of the evicted tenant to continue paying rent will be reduced by the amount of rent paid by the new tenant during the remainder of the lease period term.
- 30.7 Should the dispute between Landlord and Tenant be determined in favour of the Landlord, then the payments made to the Landlord in terms of clause 30.3 of Schedule B above, shall be regarded as damages paid by Tenant, on the account of the loss sustained by the Landlord as a result of the holding over by the Tenant of the Property.
- 30.8 The Landlord and the Tenant hereby consent to the jurisdiction of the Magistrate's Court that will have jurisdiction in terms of Section 28 of Act 32 of 1944, as amended, irrespective of the amount involved. This shall further be deemed to be necessary written consent required in terms of Section 45 of Act 32 of 1944, as amended.
- 30.9 Rental Housing Tribunal:
- Should the Tenant not attend the mediation appointment, the case will be escalated to the Rental Housing Tribunal court of law, where the court will be interceding and submit a ruling which will be according to the rules and regulations of the court.
- 30.10 Summons issued:
- Should a sheriff be appointed to deliver a summons to the Tenant, the Tenant shall have 10 (ten) working days to correspond with the appointed legal authorities as specified on the summons. Should the Tenant fail to correspond within this period of time, the case will be escalated as a default sentence in the Magistrate's court. Should the Tenant move out from the specified property without corresponding with the appointed legal authorities as specified on the summons, it will at no means void the summons and prosecution will be continued through the appointed Magistrate's court.

31. NOTICES AND DOMICILIUM

31.1 Each Party chooses the address set out hereunder for all purposes arising out of or in connection with this Agreement, at which address all the processes and notices arising out of or in connection with this Agreement, its breach or termination, and any legal notice, pleading or process, may validly be served upon or delivered to it, being:

31.1.1 the Landlord: PROTEA GLEN MANOR
 4 Sephooka Street, Protea Glen, Soweto
 Email: pgm@kamnandi.com

31.1.2 the Tenant: "The Property" as set out in "Schedule A" Clause 5

31.2 Any notice given in terms of this Agreement shall be in writing and shall (i) if delivered by hand, be deemed to have been duly received by the addressee on date of delivery; and (ii) if delivered by recognised courier service, be deemed to have been duly received by the addressee on the date of such delivery by the courier service concerned and (iii) if delivered by email, on date of dispatch thereof.

31.3 Notwithstanding anything to the contrary contained in this Agreement, a written notice or communication actually received by one of the Parties from another shall be adequate written notice or communication to such Party (notwithstanding whether such written notice or communication was given in a form provided for herein)

32. GENERAL:

32.1 No variation of this Agreement (including this clause) shall be of any force or effect whatsoever unless it is reduced to in writing and signed by both the Landlord and the Tenant.

32.2 This Agreement contains all the terms and conditions of the agreement between the Landlord and the Tenant. The parties specifically acknowledge that there are no understandings, representation or terms between the Landlord and the Tenant in regard to the letting of the Property other than those set out herein.

32.3 No act of relaxation on the part of the Landlord in regard to the exercising of any of the Tenant's obligation in terms of this Agreement shall prejudice or deemed to be a waiver of any of the Landlord's rights in terms hereof.