

General terms of the lease pages 1 - 8
(clauses 1 – 15 and the House Rules)

1. Deposits

- a. Deposit is equal to one month rent of the room you occupy at any time.
- b. There is no deposit for an electronic entry tag, but you must pay **R150.00** for a replacement electronic entry tag lost by you and **R150.00** for a room key lost by you.
Please note: an additional R500 is charged for after-hours and weekend call outs.
- c. When the lease ends and you vacate the premises, we return your deposit as follows:
 - o if during the outgoing inspection we together, tenant and landlord, establish there are no damages or loss, the deposit will be returned within 14 days.
 - o if during the outgoing inspection, damage or loss is noted, the balance of the deposit will be returned within 14 days of restoration or replacement of damaged or lost property. Restoration will be carried out at as reasonable a cost as possible, with due regard to our required and regular standards. A replacement price list of items provided for your personal use while in occupation, is signed on initial occupation.
 - o if you fail to attend the outgoing inspection, the balance of the deposit is returned within 21 days of the day you vacate.
- d. Fair wear and tear is excluded from damages. Deterioration by ordinary or reasonable use is fair wear and tear. Damage caused by you is not.
- e. The deposit may **not** be used for the rent due during the term of the lease.

2. Cancellation of lease

You may cancel your lease during the lease term for any reason, by written notice to us and you agree that a reasonable cancellation penalty will be the lesser of i) the value of the remainder of the lease, and ii) two months rental beyond the month in which your cancellation is received in accordance with the Consumer Protection Act (you must give us 20 (twenty) **business** days' notice) plus the reasonable costs to secure a replacement tenant, to which end we will take all reasonable steps to find a suitable replacement tenant.

3. Municipal charges

- a. Your monthly room rent includes a reasonable amount for the municipal charge for electricity, water, sewerage, and refuse removal supplied to or used at the building.
- b. We **may increase each tenant's** share of municipal charges should these exceed our reasonable estimate.

4. Paying rent and other amounts to us

- a. You must pay all rent and any amount you owe under this agreement to our bank account before or by the first day of each month (our account details are in the Offer to Rent document: cl. 13 on page 5). We may change our bank account details by sending you a letter.

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(*If this applies)

- b. We charge 2% interest each month on any amount that is late. If you are not sure of the amount to pay, it is your duty to contact us immediately to ascertain the amount.

5. Important clause about double rooms

(This is **not** applicable to a tenant who rents individually in a shared room)

- a. If two tenants rent a double (sharing) room **together and on the same lease form**, they are **jointly and severally liable**. This means we can hold **each of you**, or the surety or all responsible for the **total rent** for a double room, for example if the other tenant moves out, is evicted, or stops paying rent.
- b. If one or other of the tenants moves out or we evict them, we may immediately move you to a single room, if available. You must pay the rent that applies to that room.
- c. If no single room is available after the other tenant moves out, you may: -
- stay in the double room alone, but you must pay the total rent and all charges that apply to that double room with two tenants as per the lease you signed; or
 - find another tenant that we accept to replace the tenant that moved out, but you must pay the total rent and other charges for the double room in the meantime; or
 - move out of the building but we are entitled to charge you a penalty in accordance with cl. 2 above.
- d. If you must pay us rent that you expected the other tenant in your room to pay, you may be able to claim it back from them. We suggest you have a clear and preferably written agreement with the other tenant about this.

6. The tenant's rights and responsibilities

- a. You will use the room for private residential purposes only.
- b. You must tell us about any problems in the room or items that need to be repaired within seven days of moving in. If you do not do this, we will assume the room is in good condition.
- c. We will do any repairs within a reasonable time if we agree they are needed.
- d. You may not transfer any of your rights or responsibilities under this agreement without our written permission, which we will not refuse unreasonably.
- e. When you move out, you should check the room together with us.
- f. You must pay us the reasonable costs of replacement, repair, or maintenance if you or a visitor of yours damages or destroys:
- any appliance, equipment, fixture, fitting, or other thing in the building; or
 - any part of the building,
- on purpose or negligently (carelessly), excluding fair wear and tear.

7. You must always obey the House Rules

- a. You and your visitors must always follow the House Rules and any other reasonable written rules, regulations, notices, and signs we display in the building.
- b. The House Rules are at the end of the Terms and Conditions document, they:
- form part of this lease along with the Terms and Conditions;
 - may change from time to time;
 - will always be available in a common area and are downloadable from our website www.junctionroad.co.za – see T's and C's at the bottom of the Home page; and

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- are aimed at creating a safe, secure, clean, and pleasant living environment for everyone in the building.
- c. We will interpret the House Rules broadly but fairly, according to their general aims. If the rules do not deal with a particular situation, we may decide the matter by referring to another rule that deals with a similar situation.
- d. If we believe you have broken any rule, we will usually allow you a right of reply, unless the matter is very serious, and the facts are not in doubt.

8. Landlord's rights and responsibilities

- a. We will keep the outside walls and roof of the building in good repair.
- b. We may renovate or repair any part of the building at any time.
- c. We may enter the building (including your room) at any reasonable time to do any inspections, maintenance, repairs or other work that may be needed. We will give you reasonable notice if we need to come into your room. This also applies to our agents, such as tradesmen or professionals working for us.
- d. If we renovate, or build on, or repair the building, we may end this lease by giving you two months notice. This applies despite anything else in this lease.
- e. If practical, we may offer to move you to another similar room during renovation work. If you accept this, you may not object to any work or claim any reduction of your rent.
- f. If the building is totally or partially destroyed for any reason, you may not claim any compensation from us, and
 - we may end this lease immediately; or
 - we may move you to an undamaged part of the building and adjust the rent if appropriate.

9. Clauses that limit or exclude certain responsibilities of the landlord

- a. You and your visitors enter the building and use any appliance, equipment, or facility at your own risk.
- b. You will not have any claim against us for any damage, or any loss, or any injury any person suffers directly or indirectly because of:
 - any act or omission by us or our agent or employee or contractor (such as any cleaner, maintenance person, handyman, builder, artisan, worker or security guard);
 - the condition of any part of the building;
 - any water, hail, wind, fire or similar cause;
 - any failure, suspension or interruption of any service or facility to the building or room including but not limited to the supply of water, electricity, gas, heating, a cleaning service, the efficiency of the wi fi system, for any reason;
 - any breakdown or interrupted operation of any machinery, equipment or system in the building including but not limited to any geyser, boiler, burglar alarm, or security equipment or system, for any reason;
 - any disturbance or interruption of your enjoyment or use of the room or any common areas caused by any building operations or other works;
 - any burglary, theft, assault, robbery, or hi-jacking; or
 - any other event or circumstance or failure in or around the room or the building, even if we could otherwise have been held liable for this.
- c. You may not withhold or delay any payment to us because of any loss, damage or injury mentioned above.

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- d. You indemnify us against all liability to any occupant of your room or your other guests or visitors because of any loss, damage or injury mentioned above. This means you must pay any amount we become legally responsible to pay to your occupant, guest, or visitor, unless our public liability insurance covers this.
- e. Despite the clauses above that limit our liability, they are not meant to deprive you of your non-negotiable rights under the Consumer Protection Act of 2008. This means the clauses must be read narrowly if this is needed to protect those rights.

10. Tenant's breach of this lease and cancellation

- a. We may cancel this lease immediately and do whatever we need to evict you and claim our losses if:
 - you do not pay rent or any other amount under this lease on time; or
 - you breach any other term of this lease; or
 - one tenant moves out of a double room before the end of the lease; **and**
 - you do not pay the amount you owe or fix the breach for more than **seven days** after you receive a letter from us asking you to do this.
- b. We may also cancel the lease immediately if you break any law, by-law, rule, or regulation of any authority.
- c. If we have to send you more than one letter in any 12 month period about your breach of the lease which includes the General Terms and the House Rules, we may change the lease so that we can end it by giving you one month's written notice.
- d. Anything we do or claim and any payment we accept after you have breached the lease is without prejudice to (does not affect) any other rights we have against you.

11. If you dispute our cancellation of the lease

- a. If we cancel this lease but you dispute our right to do this, and do not move out:
 - you must keep paying us an amount equal to the rent and other amounts you had to pay under the lease, in advance, until the dispute has been settled (by negotiation or the decision of a court, tribunal or similar forum); and
 - we may accept your payments without affecting our claim that the lease was properly cancelled.
- b. Your payments made while the cancellation was disputed will be regarded as amounts you paid towards:
 - our damages if the dispute is settled in our favour; or
 - rent and other amounts owed under the lease if the dispute is settled in your favour.

12. Important clause that applies to sureties

- a. If you are not employed, a surety must agree to all our terms and sign the lease with you.
- b. A surety agrees to pay your debts under this lease together with you or on their own (they are jointly and severally responsible as a co-principal debtor)
- c. This means we may always take action against the surety as it they are the tenant.

13. Legal notices proceedings and costs

- a. Either of us may deliver any legal notice for the other at the following addresses we have chosen (domicilia citandi et executandi):

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(*If this applies)

The landlord:
The office of the Manager
5a Junction Road
Salt River, 7925, Cape Town

The tenant:
Your room
5a Junction Road
Salt River, Cape Town

- b. Any notice will be regarded as properly delivered to you on the same day that:
 - we or our manager or agent leaves it under or on the door of your room; or
 - you or your agent personally hands it to our manager or agent.
- c. You must also email important legal notices to info@junctionroad.co.za on the same day you hand deliver them.
- d. You consent to the jurisdiction of the Magistrates Court for any legal proceeding to do with this lease.
- e. Any person that succeeds in any legal action under this lease must pay the legal costs of the other. These will be worked out on the higher attorney and client scale and include collection commission, tracing costs and VAT.
- f. You will also have to pay the administrative charges of any debt collector we ask to collect money you owe us.

14. You may ask us to extend the lease

- a. We will consider renewing your lease for a further period after the end of the first periods, if:
 - you have kept to all the terms and obeyed the House Rules in this lease; and
 - you have written to ask us to renew the lease **at least three calendar months** before the end of the first period.
- b. We tell you whether we agree to renew within 14 days of receiving your request.
- c. The Terms of the lease continue to apply for any renewal period agreed to, but with **all amendments** being regarded as made - see www.junctionroad.co.za/prices page.

15. Interpreting this lease agreement

- a. This lease is the whole agreement between you and us. Nobody made any other statements or promises on our behalf to persuade you to enter this lease.
- b. No change to this lease is valid unless in writing and signed by you and us, with exception that a room change request by email exchange between us, including your surety if applicable, granted by us and taken by you, will result in you and/ or the surety if applicable being liable for any increased rent from date of room change (including, if it is possible, change of a sharing room to single occupation) and you and the surety if applicable agree that such email exchange shall be valid and binding on the parties.
- c. Headings in this lease are descriptive only and must not be used to interpret terms.
- d. Any term in this lease that does not comply with the relevant and applicable legislation must be restricted or changed as far as necessary to comply.
- e. The House Rules may not be interpreted to place any responsibility on us that we would not otherwise have had.
- f. We never waive (give up) our rights. This means our rights are not affected by any favour, lenience, or failure to strictly enforce our rights against you immediately.

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HOUSE RULES – 3 PAGES

5a Junction Road, Salt River, Cape Town

These rules are part of the Terms and Conditions. They apply to all tenants and other occupants, their visitors and any other person who enters the building.

Please respect these rules. They are aimed at creating a safe, secure, clean and pleasant living environment for everyone in the building.

Prohibited items

You are not allowed to have or use any of the following in the building:

- fireworks, explosives or inflammable materials including candles and oil lamps;
- weapons or other dangerous items;
- intoxicating drugs except if allowed by law;
- animals, reptiles, birds or fish;
- electrical “bar” heaters;
- gas cookers or heaters except as supplied by the landlord; or
- cooking appliances including microwaves and kettles except as supplied by the landlord.

We may confiscate and get rid of any of these items we find in the building.

Prohibited behaviour

You are not allowed to do any of the following in the building:

- shout, play loud music or make any loud noise or disturb any other occupants, visitors, guests or neighbours during the “quiet hours” of 10 pm and 7 am. We reserve the right to confiscate any music equipment if a tenant does not adhere to this rule.
- smoke, except in the courtyard. You will be **fined R500** if you smoke or “vape” indoors;
- cause any other nuisance to any other occupants, visitors, guests or our neighbours;
- hang washing on or from the windows;
- allow any person to live in the room or the building;
- give your key to anyone else;
- rent or sub-let a room to anyone else;
- paint or decorate any room or part of the building without our written permission;
- make any structural or other change to any room or area without our written permission;
- copy any key or change any lock - **we can lay criminal charges** against anyone found with a copy of the original key we gave you;
- overload the electricity supply in your room or in any part of the building;
- interfere with the electrical supply in the building or room or interfere with any part of the fire detection system. **We can lay criminal charges** against anyone who does this. We reserve the right to inspect any room for a suspected interference with the fire system;
- use any equipment or carry on any trade or business if this could cause our insurance policy to be invalid or premiums to increase;
- do anything else that increases risks to the building, its occupants, or their property; or
- allow anyone else to do anything these rules do not allow.

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General tidiness and cleanliness

You must please:

- keep bedrooms clean and tidy. We reserve the right to inspect bedrooms from time to time and **you will have to pay the cost of a cleaning service** if your room is not clean;
- clean up after using any common areas of the building, including the kitchen area which also includes washing your own dishes, plates etc and keep toilets and bathrooms clean;
- do all cooking in the common kitchen area; **no cooking is allowed in bedrooms**;
- store all food kept in your bedroom **in a sealed container(s)** to avoid problems with rats, cockroaches, and other pests in the building.
- keep all sinks, basins, toilets, sewerage pipes, water pipes, gutters and drains free of any obstruction or blockage;
- keep all passageways, staircases and exits free of furniture or any other obstruction; and
- not store personal items in common areas.

If you do not remove personal items in common areas after we ask you to, we may:

- remove and store them **at your expense**; or
- **charge you extra rent** at the same rate per square metre as your room rent plus 50%;

General care and maintenance

You must please:

- look after and maintain the inside of your room including doors, locks, keys, windows, window fastenings, ceilings, walls, floor coverings and light bulbs;
- only use low energy LED light bulbs; and
- take good care of the building in general including all common area lighting and plumbing, geysers, electrical installations, locks, security gates, and all other fixtures, fittings, furniture, machinery, and equipment in the building.

Visitors

- You may have a maximum of **2 (two)** visitors at any time
- Visitors are welcome up to 11.00 pm.
- Should a visitor's book be kept by us, you must sign your visitors into the visitor's book.
- **You must pay a rent fee of R180** (one hundred and eighty rands) for **each night** a visitor spends in your room or elsewhere in the building. We reserve the right to amend this rent fee from time to time.
- If you leave the building, your visitor(s) must leave with you.

Please always consider the safety of all people in the building.

Important: we may evict you from the building for breaking any of the House Rules. We can lay criminal charges against anyone that breaks the law.

We reserve the right to inform a surety or guardian of any behaviour that does not conform with the House Rules.

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Parties, gatherings, get togethers.

Firstly, this is **NOT** a “party house.”

It is a residential building with amenities shared amongst other rent paying tenants, many of whom are studying for exams, or working long hours, and in demanding jobs. **They are all entitled to peaceful enjoyment of their stay here, without disturbance.**

See our general House Rules on the two preceding pages.

You will note the “quiet hours” and even at times other than these quiet hours, there must be no unreasonable disturbance of others, **as in the House Rules.**

We do not say you may not enjoy yourself. If anyone wishes to host a get together of whatever description:-

- 1) permission must be obtained for the get together; a full discussion in the office is required, with written acceptance from 70% of the other tenants prior to permission;
- 2) if permission is granted, a Junction Road tenant must sign as the host and the responsible person for the get together in every respect including control of noise and behaviour and ensuring that all attendees abide by all House Rules and that no disturbance is caused, including to neighbours.
- 3) a refundable cash deposit of R500 will be payable, to be refunded within 3 working days after the get together, provided no damage was caused by the gathering, in which case the cost of damage repair or replacement will be deducted from the cash deposit;
- 4) should the cash deposit be insufficient to cover the costs of damage repair and/ or replacement, the additional cost will be charged to the host. Receipts will be provided, and a reasonable fee will be added for time expended on repair / sourcing of replacement(s) for whatever was damaged or destroyed, over and above the cost of materials;
- 5) should a gathering be organized and permission was not sought and granted for this gathering and the gathering leads to complaints of whatever nature, the person who reasonably and objectively appears to be the host will be fined R1,000 (one thousand rands) and held responsible for any damage. The person who appears to be the host can be ascertained by any means, including but not limited to statements by tenants and CCTV footage.
- 6) for each attendee of a gathering staying over after the gathering, not being a tenant of Junction Road, the host (or presumed host in event of permission not sought/ not granted) will be charged R180 per attendee stay over, no matter who they are or where they are in the building.

Above may be amended and/ or added to, as events dictate or require.

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