

## LEASE AGREEMENT ( )

Accredited Rentals Proprietary Limited t/a Rental Genie ("Rental Genie")  
 Registration number No. 2018/536718/07

### SCHEDULE OF PARTICULARS IN RESPECT OF LEASE AGREEMENT

("Schedule of Particulars")

<b>1.</b>	<b>LANDLORD</b>	
1.1.	Name	
1.2.	Registration / ID No. / Passport No.	
1.3.	Nationality	
1.4.	VAT No.	
1.5.	Physical Address	
1.6.	Cell No.	
1.7.	Email address	
1.8.	Name of contact (if Landlord is a juristic person)	
1.9.	Name of Agent / Property Manager	
1.9.1	Physical Address	
1.9.2	Cell No.	
1.9.3	Email address	

<b>2.</b>	<b>TENANT</b>	
2.1.	Name	
2.2.	Registration / ID No. / Passport No.	



2.3.	Nationality	
2.4.	VAT No.	
2.5.	Physical Address	
2.6.	Cell No.	
2.7.	Email address	
2.8.	If tenant is a juristic person:	No

3.	<b>RENTAL PROPERTY</b>	
3.1.	Physical Address	
3.2.	Parking Bay No.	
3.3.	Maximum no. of occupants	
3.4.	Maximum no. of vehicles	
3.5.	Smoking permitted	
3.6.	Pets permitted	
3.7.	If pets permitted, detail of pets:	



<b>4.</b>	<b>TOTAL RENTAL COSTS</b>	
<b>4.1.</b>	<b>Monthly rental</b>	
<b>4.2.</b>	<b>Rental Deposit</b>	
<b>4.3.</b>	<b>Utilities Deposit</b>	
<b>4.4.</b>	<b>Additional Services</b>	
<b>4.4.1.</b>	<b>Electricity</b>	
<b>4.4.2.</b>	<b>Water and Sanitation</b>	
<b>4.4.3.</b>	<b>DSTV</b>	
<b>4.4.4.</b>	<b>Fibre / Internet / Telephone</b>	
<b>4.4.5.</b>	<b>Garden Maintenance</b>	
<b>4.4.6.</b>	<b>Pool Services</b>	
<b>4.4.7.</b>	<b>Domestic Staff / Cleaning Services</b>	
<b>4.4.8.</b>	<b>Security / Armed Response Service</b>	
<b>4.4.9.</b>	<b>Refuse / Waste Management</b>	
<b>4.5.</b>	<b>Tenant's lease admin fee (R)</b>	
<b>4.6.</b>	<b>Tenant's renewal admin fee (R)</b>	
<b>4.7.</b>	<b>Landlord's lease admin fee (R)</b>	
<b>4.8.</b>	<b>Landlord Commission (%)</b>	
<b>4.9.</b>	<b>Landlord's Guarantee Commission (%)</b>	



<b>5.</b>	<b>LEASE PERIOD</b>	
<b>5.1.</b>	<b>Commencement Date</b>	
<b>5.2.</b>	<b>Lease Period (In Months)</b>	
<b>5.3.</b>	<b>Expiry Date</b>	
<b>5.4.</b>	<b>If lease period &gt; 12 months, annual Rental increase (%)</b>	
<b>5.5.</b>	<b>Where lease period &gt; 24 months, financial benefit to Tenant:</b>	

<b>6.</b>	<b>OTHER AGREED MATERIAL TERMS (if any)</b>	
<b>6.1.</b>		
<b>6.2.</b>		
<b>6.3.</b>		
<b>6.4.</b>		
<b>6.5.</b>		



## LEASE AGREEMENT: TERMS AND CONDITIONS

### 1. INTERPRETATION

1.1. In this Agreement:

1.1.1. any expression which represents:

1.1.1.1. any gender includes the other gender;

1.1.1.2. a natural person includes a juristic person and vice versa; and

1.1.1.3. the singular includes the plural and vice versa;

1.1.2. unless the context indicates to the contrary, the following expressions shall have the meanings given to them below, and equivalent expressions will have similar meanings:

1.1.2.1. **“Body Corporate”** means any body corporate or home owners association applicable to the Property;

1.1.2.2. **“Business Day”** means any day other than a Saturday, Sunday or official public holiday in South Africa;

1.1.2.3. **“CPA”** means the Consumer Protection Act, 68 of 2008 together with all of its regulations and schedules, as amended from time to time;

1.1.2.4. **“Deposit”** means the Rental Deposit and the Utilities Deposit;

1.1.2.5. **“Effective Cause”** means the main reason for the Tenant entering into this Agreement;

1.1.2.6. **“Fair Wear and Tear”** means any decline which results from ordinary use and exposure over time, including breakage or malfunction due to age or deteriorated condition, but not where such decline results from negligence, accidents, carelessness or abuse by the Tenant or the Tenant’s visitors or other persons authorised to be on the Property by the Tenant;



- 1.1.2.7. **“Lease Period”** means the period during which this Lease Agreement exists, as indicated in the Schedule of Particulars and including any further periods in respect of which the Lease Agreement is renewed that may not necessarily be indicated in the Schedule of Particulars;
- 1.1.2.8. **“Landlord”** means the party referred to as such in clause 1 of the Schedule of Particulars;
- 1.1.2.9. **“Landlord Commission”** means the amount payable by the Landlord to RentalGenie, calculated relative to the Monthly Rental of the Property, for listing the Property on the Platform, facilitating the conclusion of the Lease Agreement, acting as payment agent for the Landlord, managing administration and payment arrangements with the Tenant, and fulfilling all ancillary duties as referred to in the Terms of Service;
- 1.1.2.10. **“Landlord’s Guarantee Commission”** means the amount payable by the Landlord to RentalGenie in order to obtain and enjoy the benefits of the Landlord’s Guarantee, where offered by RentalGenie, and as more fully described in the Terms of Service;
- 1.1.2.11. **“Landlord Admin Fee”** means the amount indicated in clause 4.7 of the Schedule of Particulars and which is payable by the Landlord to RentalGenie in respect of the preparation of this Lease Agreement and related administrative functions;
- 1.1.2.12. **“Lease”** or **“Lease Agreement”** means the terms and conditions contained in this document (“Terms and Conditions”) and the Schedule of Particulars to which these Terms and Conditions are attached (including any annexures and schedules hereto);
- 1.1.2.13. **“Month”** means a calendar month, commencing on the first day of such month;
- 1.1.2.14. **“Monthly Rental”** means the monthly rental payable by the Tenant to the Landlord for the rental of the Property, as indicated in the Schedule of Particulars;
- 1.1.2.15. **“Parties”** means the Landlord and the Tenant and **“Party”** means either one of them, as the context may require;



- 1.1.2.16. **“Platform”** means the RentalGenie platform through which this Lease Agreement is concluded, being [www.rentalgenie.co.za](http://www.rentalgenie.co.za);
- 1.1.2.17. **“Property”** means the property referred to as such in clause 3.1 of the Schedule of Particulars;
- 1.1.2.18. **“Rental Deposit”** means the deposit payable by the Tenant to the Landlord in respect of the Property, which is payable upon Signature of this Lease Agreement and prior to occupation of the Property, in the amount indicated in clause 4.2 of the Schedule of Particulars;
- 1.1.2.19. **“RentalGenie”** means Accredited Rentals Proprietary Limited t/a RentalGenie, Registration No. 2018/536718/07;
- 1.1.2.20. **“RG Account”** means the account on the Platform created by the Tenant or Landlord, as the case may be, regulated by the Terms of Service;
- 1.1.2.21. **“Rules”** means any applicable Body Corporate rules;
- 1.1.2.22. **“Sign”** means a handwritten signature, electronic signature or advanced electronic signature as defined by the Electronic Communications and Transactions Act 25 of 2002, or an electronic signature format agreed to by the Parties and **“Signed”** , **“Signing”** and **“Signature”** shall have the corresponding meaning;
- 1.1.2.23. **“Signature Date”** means the date of Signature of this Lease Agreement by the last Party Signing in time, provided both Parties Sign the Lease Agreement;
- 1.1.2.24. **“Smoking”** means the lighting of any tobacco products, including but not limited to cigarettes and cigars, as well as the use of any smoking devices, including electronic cigarettes, and **“Smoke”** shall have the corresponding meaning;
- 1.1.2.25. **“Tenant”** means the party referred to as such in clause 2 of the Schedule of Particulars;



- 1.1.2.26. **“Tenant Admin Fee”** means the amount indicated in clause 4.5 of the Schedule of Particulars and which is payable by the Tenant to RentalGenie in respect of the preparation of this Lease Agreement;
- 1.1.2.27. **“Vehicle”** means a mobile machine that transports persons, goods or both, including but not limited to motor vehicles, motorbikes and trailers;
- 1.1.2.28. **“Writing”** means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents, facsimile transmissions and information or data in electronic form; and **“Written”** and **“Write”** shall have a corresponding meaning;





## 2. LEASE

- 2.1. The Landlord lets to the Tenant who hires the Property on the terms and conditions set out in this Lease Agreement.
- 2.2. While this Lease Agreement is entered into principally between the Landlord and the Tenant, there are benefits in this Lease Agreement that accrue to RentalGenie, which constitute a stipulatio alteri (namely, a benefit in favour of a third party which may be accepted by such third party). These benefits are capable of acceptance by RentalGenie at any time, whether before, during the currency of or after the termination of the Lease Agreement.

## 3. PERIOD OF LEASE

### 3.1. Lease Period

- 3.1.1. This Lease will endure for the Lease Period, commencing on the Commencement Date indicated in clause 5.1 of the Schedule of Particulars and ending on the Expiry Date indicated in clause 5.3 of the Schedule of Particulars.
- 3.1.2. Where the Lease Period is longer than 24 (twenty four) months, the Tenant will have the financial benefit of the items referred to in clause 5.5 of the Schedule of Particulars.

### 3.2. Renewal

- 3.2.1. Subject always to clause 3.2.2 below, the Landlord will notify the Tenant in writing of the impending Expiry Date not more than 80 (eighty) and not less than 40 (forty) Business Days before the Expiry Date.
- 3.2.2. If the Landlord wishes to invite the Tenant to renew this Lease Agreement, this notification will include the proposed terms applicable to such renewal as well as any material changes that will apply if this Lease Agreement is to be renewed or otherwise continue beyond the Expiry Date.
- 3.2.3. By no later than 30 (thirty) Business days before the Expiry Date, the Tenant must provide written notice to the Landlord informing the Landlord whether he wishes to renew the Lease Agreement on the renewal terms proposed or on other terms the Tenant may propose, alternatively whether the Lease Agreement will terminate on the Expiry Date as initially contemplated and agreed.



- 3.2.4. If the Tenant does not notify the Landlord within the time period and in the manner contemplated in clause 3.2.3, then this Lease Agreement will automatically renew on a month-to-month basis and, in such circumstances, either Party may terminate the Lease at any time by giving the other Party no less than one calendar month's notice.
- 3.2.5. Should this lease continue on a month-to-month basis, the provisions of section 14 of the CPA shall no longer apply to this Lease Agreement.

### **3.3. Tenant's right to cancel Lease Agreement**

- 3.3.1. Unless both the Landlord and the Tenant are juristic persons, the Tenant may terminate this Lease Agreement before the Expiry Date by giving 20 (twenty) Business Days' Written notice to the Landlord.
- 3.3.2. If the Tenant so terminates, then the Tenant shall will be liable to pay all amounts due by the Tenant in terms of this Lease Agreement up to date of cancellation, plus a reasonable cancellation penalty based on, amongst other factors, the amount of the Monthly Rental payable, the area where the Property is located, the duration of the Lease and the prospect for re-letting. The Landlord shall be entitled to charge a penalty equal to 3 (three) months' Rental depending on the circumstances.



#### 4. OCCUPATION AND INVENTORY

- 4.1. Occupation of the Property shall be given to the Tenant on the Commencement Date (indicated in clause 5.1 of the Schedule of Particulars) provided that the Tenant has complied with all of his obligations enumerated in clause 4.4 below.
- 4.2. If the Landlord is unable to give the Tenant beneficial occupation of the Property on the Commencement Date due to circumstances beyond the Landlord's control, then, subject to clause 4.3 below, the Tenant shall be entitled to a pro rata reduction of the Monthly Rental which would otherwise have been payable by the Tenant.
- 4.3. If the Landlord is unable to give the Tenant occupation of the Property within 5 (five) Business Days after the Commencement Date, then this Lease Agreement shall automatically terminate.
- 4.4. The Tenant Lease Fee, the Rental Deposit and the Utilities Deposit, the Monthly Rental in respect of the first month of the Lease Period, and any other amount(s) due and payable by the Tenant in terms of this Lease Agreement prior to the date of occupation of the Property must be collected in full by RentalGenie from the Tenant before occupation and/or access to the Property will be permitted.
- 4.5. **Occupation Inspection**
  - 4.5.1. The Platform shall contain a photograph-supported inventory (the **"Inventory"**) pertaining to the Property which the Landlord shall maintain.
  - 4.5.2. Before, on or within 5 (five) Business Days of the Tenant taking occupation of the Property (**"Occupation Date"**), the Tenant and the Landlord (or the Property Manager or Agent as the case may be) shall inspect the Property together, to determine the accuracy of the Inventory and whether there is any existing damage to or any defects in the Property. Any damages or defects will be recorded in writing and uploaded to the Platform.
  - 4.5.3. The recording of any defects or damages in writing does not constitute an undertaking by the Landlord to remedy the defect or damage and is merely an acknowledgement that the defect or damage exists and was not caused by the Tenant. The Property is provided to and accepted by the Tenant "voetstoots".
  - 4.5.4. If the Tenant discovers any damage to or defects at the Property after the inspection referred to in clause 4.5.2 above, the Tenant must notify the Landlord thereof in writing within 5 (five) Business Days of the inspection. The Landlord will, if satisfied, provide the Tenant with a written acknowledgment confirming the damage or defect, and can inspect such damage or defect by giving reasonable notice to the Tenant.



## 5. MONTHLY RENTAL

- 5.1. The Tenant shall pay the Monthly Rental as set out in clause 4.1 of the Schedule of Particulars in respect of each Month of the Lease Period by means of a debit order authorisation in favour of RentalGenie and in respect of which the Tenant's banking details (including name of bank, branch, account number, type of account and any other required information) ( "**Banking Details**" ) and the express authorisation are included in Annexure A to this Lease Agreement ( "**Debit Order Authorisation**" ). The completion of this Debit Order Authorisation is a material term of this Lease Agreement and this Lease Agreement cannot be concluded in the absence of such authorisation being fully and accurately completed.
- 5.2. Although other payment methods may be authorised by RentalGenie in due course, for current purposes the Monthly Rental (and all other payments required to be made by the Tenant in terms of this Lease Agreement) may only be paid by debit order and in terms of the Debit Order Authorisation.
- 5.3. The Monthly Rental in respect of the first Month of the Lease Period shall be payable upon the Signature Date and thereafter the Monthly Rental shall be payable on the 25th (twenty fifth) day of each Month, one month in advance i.e. the Monthly Rental for the second month of the Lease Period shall be payable on the fifteenth day of the first Month of the Lease Period; the Monthly Rental for the third Month of the Lease Period shall be payable on the fifteenth day of the second Month of the Lease Period, and so on, with the result that no Monthly Rental shall be payable in the last Month of the Lease Period as it would have been paid in advance.

## 6. LEASE ADMINISTRATION FEE

- 6.1. The Tenant shall pay RentalGenie the Tenant Admin Fee on the Signature Date, which shall be collected by RentalGenie from the Tenant by processing a debit order against the Tenant's to the Tenant directly in accordance with the Debit Order Authorisation.
- 6.2. Following conclusion of this Lease Agreement, the Landlord shall pay RentalGenie the Landlord Admin Fee, which shall be deducted from the payout to the Landlord of the first Monthly Rental collected by RentalGenie from the Tenant.



## 7. RENTAL DEPOSIT

- 7.1. The Tenant shall pay the Rental Deposit to RentalGenie (on behalf of the Landlord) on the the Signature Date, which shall be paid via EFT directly into RentalGenie's bank account, the details of which are on the Platform
- 7.2. The Rental Deposit will be retained by RentalGenie in an interest-bearing bank account, to be held as security for the performance of the Tenant's obligations under this Lease Agreement and to compensate the Landlord for any breach by the Tenant of any obligations set out in this Lease Agreement. The Landlord has the right to call for the whole or any part of the Rental Deposit, to cover any liability of whatsoever nature for which the Tenant is responsible in terms of this Lease Agreement, including without limitation any legal costs incurred by the Landlord as a result of a breach of this Agreement, the reasonable cost of repairing any damage done to the Property during the Lease Period, the cost of replacing lost keys and any outstanding amounts for which the Tenant is liable under this Lease Agreement. If part of the Rental Deposit is required, the Landlord shall furnish RentalGenie with invoices reflecting the amount required from the Rental Deposit, which shall then be paid to the Landlord by RentalGenie together with payment of the next Monthly Rental.
- 7.3. If the whole or any portion of the Rental Deposit so applied or if the amount of money that the Landlord (through RentalGenie) is entitled to deduct from the Rental Deposit exceeds the amount held as the Rental Deposit, then the Tenant is obliged to reinstate the Rental Deposit to its original amount. This shall be done by RentalGenie (on behalf of the Landlord) notifying the Tenant of the amount required to reinstate the Rental Deposit to its original amount, and the Tenant paying such amount to RentalGenie (on behalf of the Landlord) via EFT.
- 7.4. The Rental Deposit will be held until after the termination of this Lease Agreement when the Tenant has vacated the Property and has discharged all his obligations to the Landlord under this Lease Agreement. The balance of the Rental Deposit (if any), with interest, will be refunded to the Tenant with 14 (fourteen) Business Days after termination of this Lease Agreement, provided that all outstanding obligations and potential liabilities have been determined and settled by the Tenant.
- 7.5. The Tenant shall not be entitled to set-off or withhold payment of any portion of the Monthly Rental or any other monies payable under this Lease Agreement on the ground that the Landlord directly holds the Rental Deposit or any part of it.



## 8. UTILITIES

- 8.1. The Tenant shall be obliged to pay an additional deposit (the “Utilities Deposit”) in the amount specified in clause 4.3 of the Schedule of Particulars to cover the consumption of utility services including without limitation electricity, water, sewerage and refuse removal.
- 8.2. The Utilities Deposit shall be dealt with in the same manner as the Rental Deposit contemplated in clause 7 above, save that it shall not be refunded to the Tenant until the Tenant is able to demonstrate that all the charges in respect of Additional Services for which he is liable during the Lease Period have been paid in full.
- 8.3. In the event of any failure or interruption of the supply of water or electricity or any other services supplied by any service provider to the Property, no responsibility or liability for such failure will attach to the Landlord.

## 9. ADDITIONAL SERVICES

- 9.1. The Tenant shall be liable for the cost of all Additional Services from the Commencement Date, including but not limited to the Additional Services specified as applicable in clause 4.4 of the Schedule of Particulars.
- 9.2. From the Commencement Date and for the duration of the Lease Period, the Tenant shall be liable to pay all applicable amounts and charges for the Additional Services, in terms of the relevant invoice/s, or copies provided to the Tenant by RentalGenie on behalf of the Landlord and/or as reflected on the Platform. Payments for Additional Services (“**Additional Services Payments**”) will be processed by RentalGenie through the Debit Order Authorisation as follows:
  - 9.2.1. Payment for Additional Services are charged monthly in arrears (or as otherwise agreed between the Parties);
  - 9.2.2. The Landlord will upload all invoices in respect of the Additional Services to the Platform and specifically to the Tenant’s RG Account, as and when they are received. Once all invoices in respect of a specific month have been uploaded, the Landlord will send a notification to the Tenant (“Additional Services Notification”), via the Platform, advising of the total amount payable for Additional Services for the month in question;
  - 9.2.3. The Tenant is required to make the Additional Services Payment to RentalGenie via EFT within 7 (seven) Business Days of receipt of the Additional Services Notification referred to above;



- 9.3. Should the Tenant dispute any amount relating to the Additional Services at the Property, the Tenant shall pay the amount indicated in the Additional Services Notification and shall continue to do so until resolution of the relevant dispute, whereafter a reconciliation shall be done if any error has been found to have occurred.
- 9.4. Should the Property be fitted with a pre-paid electricity supply meter, the pre-supplied meter identification card must be left on the Property, if supplied to the Tenant, upon the Tenant vacating the Property.
- 9.5. Without prejudice to and notwithstanding any other rights the Landlord may have in terms of this Lease Agreement , interest shall accrue on any outstanding payments due by the Tenant to the Landlord in terms of this Lease Agreement at the rate of 1,3% per month compounded monthly from the due date to the date of actual payment.
- 9.6. Without prejudice to and notwithstanding any other rights the Landlord may have in terms of this Lease Agreement , interest shall accrue on any outstanding payments for Additional Services due by the Tenant to the Landlord in terms of this Lease Agreement at the rate of 1,3% per month compounded monthly from the due date to the date of actual payment.



## 10. THE TENANT'S OBLIGATIONS

### 10.1. The Tenant shall –

- 10.1.1. Be responsible for the maintenance of the interior of the Property and the Tenant irrevocably undertakes to deliver the Property back to the Landlord upon termination of the Lease in the same good order and condition as received by the Tenant from the Landlord on the Commencement Date, in accordance with the Inventory and and the condition apparent during the Occupation Inspection, fair wear and tear excepted;
- 10.1.2. Not make any alterations or additions whatsoever to the Property without the prior written consent of the Landlord. In the event of the Landlord agreeing to any such alteration or addition to the Property, the Landlord shall be entitled at his sole and absolute discretion, on termination of this Lease Agreement, to require the Tenant to restore the Property at the Tenant's expense to the same condition it was in prior to such alteration or addition. On termination of the Lease, the Tenant shall be obliged to remove any/or all the alterations, additions or improvements at the Tenant's cost and shall be obliged to make good any damage incurred by such removal unless otherwise agreed in writing with the Landlord. If the Tenant does not remove all the alterations, additions, or improvements by the Expiry Date, then the remaining items shall become the property of the Landlord who shall be entitled to remove and make good the affected areas at the Tenant's costs or retain such alterations, additions or improvements without compensating the Tenant. The Tenant shall have no claim of any nature whatsoever for any improvements or alterations effected with or without the Landlord's consent. The Tenant irrevocably waives any Improvement lien that he may have and agrees that he shall have no right to occupy the Property pending the outcome of any legal or other dispute that may arise between the parties in respect of any alleged Improvement lien;





- 10.1.3. Replace at his expense any light bulbs, florescent tubes, florescent starts and tap washers on the Property;
- 10.1.4. keep all sewerage pipes, water down pipes, guttering, water traps and drains, as applicable, on the Property, free from obstruction and blockage and shall remove, at his cost any blockage or obstruction therein;
- 10.1.5. keep the grounds of the Property in a clean and tidy condition, free from all litter, and where applicable, the Tenant will trim the hedges regularly, keep the garden and lawn watered (such watering to be in accordance with the prevailing municipal regulations) and cut the grass regularly and to water, weed and generally maintain the flowerbeds;
- 10.1.6. not cut or remove trees or plants or effect any material alteration to the garden, without the Landlord's prior written consent;
- 10.1.7. keep the electrical, water and gas (if any) installations in good working order and condition, fair wear and tear excepted, and shall not make any additions or alterations to these installations;
- 10.1.8. keep the electrified security fence (if any) in good working order, fair wear and tear excepted, and free of any vegetation and other foreign objects, that may hinder the operational effectiveness of the installation;
- 10.1.9. maintain the swimming pool (if any), motor, filtration system and all pool cleaning equipment (if any) in good working order, fair wear and tear excepted, and free from all obstruction and contamination, using and employing the appropriate chemicals. The Tenant should take note that the swimming pool area may not have safety measures restricting access to the pool, and the Tenant should make his own arrangements to restrict access thereto if necessary;
- 10.1.10. not place or hang out any articles of washing clothing or household linen on any window, patio, balcony or on the outside of the Property other than in the place set aside for this purpose;
- 10.1.11. neither do nor permit to be done in or upon the Property anything which may be a nuisance to or which may in any way interfere with the quiet or comfort of neighbours;
- 10.1.12. not contravene any Law or Regulation (Municipal or otherwise) or Body Corporate Rule, Conduct Rule or any provisions of a Share Block Use Agreement (where applicable). A copy of the current rules governing the Body Corporate, Share Block Scheme or Home Owner's Association shall, if applicable, be handed by the Landlord to the Tenant and compliance therewith is a material term of this Lease Agreement;



- 10.1.13. not cede nor assign this Lease Agreement, nor sublet the Property or any portion thereof without the prior written consent of the Landlord;
- 10.1.14. be entitled to use the Property for residential purposes only and for no other purposes whatsoever;
- 10.1.15. not place any person in occupation of the Property in a manner which indicates he has surrendered possession of the Property, without the prior written consent of the Landlord;
- 10.1.16. not allow the Property to be continually inhabited by more than the number of persons set out in clause 3.3 of the Schedule of Particulars at any one time, save with the Landlord's prior written consent;
- 10.1.17. be responsible for effecting in his own name a Household Comprehensive and Public Liability insurance policy to cover all the personal effects and all bodily injury claims upon the Property and shall pay the premiums in respect thereof. The Tenant irrevocably acknowledges that this policy is required because the Tenant has no claim against the Landlord and/or RentalGenie in relation to any of the Tenant's or occupants' possessions being damaged, lost or stolen whilst on the Property, or in relation to any bodily injury claims;
- 10.1.18. shall not carry on any trade on or from the Property unless permitted by law or regulation and the prior written consent of the Landlord has been obtained;
- 10.1.19. shall not process, nor keep any combustibles or hazardous goods on the Property unless the prior written consent of the Landlord has been obtained, provided that the Tenant shall be entitled to store a reasonable supply of paraffin, oil, LP gas and candles for normal household purposes;
- 10.1.20. not deface, mark, paint or drive nails, hooks or screws into walls, doors, ceilings or floors of the Property. Should the Tenant drive nails or screws into the walls to hang pictures / paintings, the Tenant shall upon termination or expiration of this lease make good the affected walls, at his expense, to the satisfaction of the Landlord. No Prestik or any other adhesive whatsoever may be used on any walls, ceilings or floors;
- 10.1.21. remove all mould and fungus from the walls, tiles, grouting, ceilings and any other affected areas of the Property, using a suitable cleaning solvent as soon as mould and or fungus appears on these surfaces;



- 10.1.22. notify the Landlord, via the Platform, of any defects or damages to the Property (excluding those identified at the Occupation Inspection which are dealt with separately in clause 4.5 above) promptly and confirm in writing by no later than 72 (seventy-two) hours of the Tenant becoming aware of any defect/s or damage/s to the Property, in order that the Landlord may, if applicable, lodge a claim with the Landlord's insurers. Such notification (and all other notifications and communications with the Landlord) shall be done via the Platform, save in cases of emergency;
  - 10.1.23. ensure that the the Tenant's cell phone, and email address are current on the Platform, in order that the Landlord and RentalGenie may communicate with the Tenant whenever necessary, notwithstanding that all communication should take place via the Platform, save in cases of emergency;
  - 10.1.24. not allow any sale by public auction to be held on the Property;
  - 10.1.25. not keep animals or pets of any kind upon any part of the Property without the prior written consent of the Landlord, which consent is recorded in clause 3.6 of the Schedule of Particulars and is limited to the pets identified in clause 3.7 of the Schedule of Particulars. The keeping of any animals or pets shall, in addition, be subject to all applicable Municipal by-laws, the Home Owner's Association Rules and Body Corporate Rules, as the case may be;
  - 10.1.26. keep the Property free from pests (such as cockroaches, rats, mice and bees) and have the Property fumigated as necessary save for the first 60 (sixty) days after the Commencement Date, during which period this shall be the Landlord's responsibility.
- 10.2. The Tenant shall not be entitled to incur any costs or expenses for any repairs required to the Property (or any part thereof) for which the Landlord may be responsible without the prior written consent of the Landlord, which may not be unreasonably withheld. All such requests for consent and all communications between the Landlord and the Tenant should take place via the Platform, except in case of emergency.
- 10.3. The Landlord shall not be called upon to make any repairs of any kind to the Property or the surrounding premises of which it forms part (or any improvements thereon) occasioned by any acts, omissions or neglect of the Tenant, his/her/its invitees or guests.



- 10.4. Any television aerial or satellite dish installations or signal improvement required by the Tenant will be for the Tenant to arrange and will be for the Tenant's account. In the case of Sectional Title units, where the Body Corporate is responsible for television / DSTV aerial / signal feed to the Property, it shall be the Tenant's responsibility to arrange this and resolve any problems in this regard directly with the Body Corporate. The Landlord bears no responsibility in relation hereto.
- 10.5. The installation, transfer or discontinuation of service in respect of any electronic or telephony service on the Property will be the responsibility of the Tenant, unless these are identified as part of Additional Services and, in such case, the Tenant shall request the installation or discontinuation from the Landlord, through the Platform.
- 10.6. In the event of a burglary of the Property, the Landlord shall be liable to make good any damages caused to the Property by such burglary, subject to the availability of suitable contractors / workmen to quote for and effect the repairs. The Tenant acknowledges that any such repairs may need to take place as part of an insurance claim instituted by the Landlord, in which event there may be a delay in effecting the necessary repairs, during which period the Tenant will take all reasonable precautions to protect and safeguard the Property, persons on the Property and his possessions thereon.
- 10.7. If an alarm is fitted to the Property and the Tenant requires the alarm to be upgraded and/or improved or to be linked via a telephone line or radio transmitter to an armed response or monitoring facility, it will be the Tenant's responsibility to arrange this and all associated costs will be for the Tenant's account.



## 11. THE LANDLORD'S OBLIGATIONS

### 11.1. The Landlord shall –

- 11.1.1. ensure that the Inventory provided via the Platform is accurate as at the Commencement Date and, in this regard, provide clear photographs evidencing the Inventory;
- 11.1.2. pay all rates and taxes plus any VAT thereon in respect of the Property to the relevant Local Authority and shall pay any levies plus VAT thereon, if applicable, to the Body Corporate, Share Block Company or Homeowner's Association;
- 11.1.3. ensure that the rates and/or levies, water and all other applicable services accounts in respect of the Property are paid up to the Commencement Date;
- 11.1.4. keep and maintain in good order and condition the foundations, exterior walls and roof of the Property and the external floors, walls and ceilings (save for sectional title schemes or share block schemes where the relevant body corporate or share block company shall be responsible therefor) but shall not be responsible for damage to any of the Tenant's possessions as a result of any defect of any nature whatsoever, whether patent or latent in the outside wall and roof. The Landlord shall not be liable for any damage to any of the Tenant's or any third parties' possessions in or upon the Property, caused by water or water leakage on the Property;
- 11.1.5. remedy, at his cost, any root invasion of the drains and sewers, and any damage to or defect in the drains, sewers or guttering on or about the Property, whether structural or caused by wear and tear;
- 11.1.6. effect any repairs required in respect of the pool motor and filtration system (where required), other than where the repairs are required as a result of deliberate action on the part of the Tenant or his visitors, whether structural or caused by wear or tear;
- 11.1.7. keep any fixtures, fittings or items of furniture on the Property belonging to the Landlord insured to the full value thereof against damage caused by fire, flood and other usual risks under terms of insurance customarily applicable to property of this nature. The Landlord shall maintain and repair the major installations to the Property, including but not limited to the hot water geyser on the premises;
- 11.1.8. be responsible for the maintenance and safety of gas and electrical installations on the Property provided that the Tenant does not interfere with or otherwise tamper with such installations. The Tenant must immediately notify the Landlord, via the Platform, if any of these installations are not working properly or are not in good order or otherwise appear to be unsafe;



- 11.1.9. properly maintain and where necessary repair and or replace at his cost, any doors, door handles, locks and keys, glass windows, window fasteners, electrical fittings and fixtures, bath, basins, sanitary ware, water taps, burglar alarms, automated gates, doors and sprinkler systems, other than where any damage is caused by the deliberate and/or negligent actions or omissions of the Tenant or his invitees or guests, in which event it shall be the Tenant's responsibility. The Landlord shall also be responsible for any maintenance, repairs or replacement, as necessary, as a result of fair wear and tear in respect of any of the aforementioned items;
- 11.1.10. ensure that his details, including mobile phone and email address, are kept current on the Platform in order that the Tenant may communicate with the Landlord whenever necessary, notwithstanding that all communication should take place via the Platform, save in cases of emergency; and
- 11.1.11. ensure that the electrical, water and gas installation (if applicable) in the Property will be in good working order and is safe for use by the Tenant.

## **12. LIMITATION OF LIABILITY AND INDEMNITY: THE LANDLORD**

- 12.1. The Landlord shall not be responsible to the Tenant for any injury or loss of damages (including without limitation damage or loss to any property or possessions in the Property) of any description which the Tenant or any member of the Tenant's family, or any employee or servant or relative, friend or acquaintance, visitors, invitee or guest of the Tenant may sustain directly or indirectly in or about the Property arising from fire, flood, storm, riot, civil commotion, theft, robbery, accident or any other cause whatsoever. The Tenant hereby accepts responsibility for, indemnifies the Landlord, their employees, servants or agents against any claims for injury, loss or damage caused to any such person or their effects. The Tenant will arrange his own, adequate and relevant public liability cover, safeguarding the Tenant against any third party claims.
- 12.2. The Tenant hereby indemnifies and holds the Landlord harmless against any claims by third parties against the Landlord for injury, losses or damages caused by the Tenant.
- 12.3. The Landlord shall not be responsible for any loss or inconvenience suffered as a result of a failure of supply of service to the Property which is supplied by a third party.
- 12.4. The Landlord shall not be liable for any loss or damage which the Tenant may sustain as a result of any timber, irrespective of whether same forms part or not of the Property and/or out buildings, infected by woodborers and/or any other termite or beetle that infests or destroys wood.



### **13. LIMITATION OF LIABILITY AND INDEMNITY: RENTALGENIE**

- 13.1. The provisions of clause 12 above shall similarly apply for the benefit of RentalGenie, and shall be regarded as separate and independent indemnities, exclusions and limitations for RentalGenie's benefit.
- 13.2. Accordingly, if any provision contained in clause 12 above is held illegal or unenforceable in any judicial proceedings, such provisions shall be severed and shall be inoperative, but shall in no way affect this clause 13, which shall remain legal and enforceable.

### **14. APPOINTMENT OF RENTALGENIE AND RELATED FEES**

- 14.1. The Tenant acknowledges that RentalGenie has been appointed as the Landlord's agent to provide the Platform through which a tenant is procured and/or through which payments are made and, as such, all payments contemplated in this Lease Agreement and all communications between the Parties shall be made on and through the Platform.
- 14.2. The Landlord shall pay RentalGenie the Landlord Commission (referred to in clause 4.8 of the Schedule of Particulars) calculated in respect of the Monthly Rental Payments made over the duration of the Lease Period. i.e. if the Lease Agreement is for six months, RentalGenie shall be entitled to payment of the Landlord Commission calculated in respect of six months' Monthly Rental. The aggregate Landlord Commission over the Lease Period ("Total Landlord Commission) shall be payable by the Landlord to RentalGenie in the first month of the Lease Period, in accordance with the mechanisms contained in the Terms of Service.
- 14.3. The Landlord shall also pay RentalGenie the Landlord's Guarantee Commission, referred to in clause 4.9 of the Schedule of Particulars), should the Landlord Guarantee be offered to the Landlord by RentalGenie on the basis provided for in the Terms of Service. Similarly to the Landlord Commission referred to above, where Landlord's Guarantee Commission is payable, this shall be calculated in respect of the Monthly Rental Payments made over the duration of the Lease Period i.e. if the Lease Agreement is for six months, RentalGenie shall be entitled to payment of the Landlord's Guarantee Commission calculated in respect of six months' Monthly Rental. The aggregate Landlord's Guarantee Commission over the Lease Period ("Total Landlord's Guarantee Commission") shall be payable by the Landlord to RentalGenie in the first month of the Lease Period, in accordance with the mechanisms contained in the Terms of Service.



- 14.4. If the Tenant remains in occupation of the Property and/or this Lease Agreement endures beyond the Expiry Date recorded in clause 5.2 of the Schedule of Particulars and/or the Lease is renewed or extended or a new lease agreement is concluded between the Landlord and the Tenant for any additional period/s, then RentalGenie shall be deemed (which means it will be regarded as fact) to be the Effective Cause of such lease and the Landlord shall continue to pay the Landlord Commission calculated in respect of the Monthly Rental for the duration of the Tenant's occupation and, if the Landlord Guarantee has been selected by the Landlord, the Landlord shall similarly continue to pay RentalGenie the Landlord Guarantee Commission on the basis provided for in the Terms of Service .
- 14.5. Save as contemplated in the provisions relating to Rental Guarantee recorded in the Terms of Service, it shall not be the function of RentalGenie to monitor or enforce any terms or conditions of this Lease Agreement. The Landlord and the Tenant shall reciprocally monitor and enforce their respective rights and obligations under this Lease Agreement between themselves. Similarly, the Landlord and the Tenant shall resolve any disputes between themselves and RentalGenie has no liability therefor.





## 15. ACCESS TO THE PROPERTY

- 15.1. The Tenant shall give the Landlord or his agent or contractors, or other persons authorised by the Landlord, reasonable access to the Property for the purpose of –
- 15.1.1. showing prospective tenants the Property during the last 3 (three) months of the Lease Period, including any renewal;
  - 15.1.2. showing prospective buyers the Property, which may include having showdays on a Sunday afternoon
  - 15.1.3. inspecting the Property;
  - 15.1.4. making any repairs; and or
  - 15.1.5. any other legitimate purpose.
- 15.2. For purposes of clause 15.1, the Landlord shall give at least 48 (forty-eight) hours' notice to the Tenant (except in an emergency), which notice shall be given via the Platform.
- 15.3. The Landlord undertakes to take reasonable steps to minimise or prevent any interference to the Tenant.
- 15.4. The Landlord or his agent may place or erect on the Property a "For Sale" sign at any time or a "To Let" sign during the last two months of the Lease Period or any renewal period.

## 16. VACATING THE PROPERTY

- 16.1. Upon termination of this Lease Agreement (for whatever reason) the Tenant shall immediately vacate the Property and restore possession of the Property and all items thereof (including the pre-supplied electricity meter identification card (if applicable), and all keys, remotes and security access tags, as applicable, including duplicates made) to the Landlord in a good order and condition, fair wear and tear excepted.
- 16.2. The Tenant shall be responsible for all costs incurred in restoring possession of the Property as contemplated in clause 16.1.
- 16.3. Without limiting the Tenant's general obligations in terms of clauses 16.1 and 16.2 above, read together with the other relevant provisions in the Lease Agreement, the Tenant shall be required, at his own cost, to:
- 16.3.1. make good any damage to the walls except to the extent the Landlord is responsible to repair such damage in terms of clause 11.1.4 above;
  - 16.3.2. engage a contractor reasonably acceptable to the Landlord to professionally clean all carpets on the Property; and



16.3.3. if the Tenant has kept pets on the Property, the Tenant shall have the interior of the Property professionally fumigated.

#### 16.4. Termination Inspection

16.4.1. Upon termination of the Lease (for whatever reason), the Landlord and Tenant will arrange a joint inspection of the Property ( "**Termination Inspection**" ) at a mutually convenient time, not earlier than 3 (three) days before the Expiry Date and during normal business hours, to determine if any damage was caused to the Property during the Tenant's occupation thereof. It shall not be the responsibility of RentalGenie to arrange or conduct the Termination Inspection.

16.4.2. In this regard, the Parties shall inspect the Property together, to compare the Property with the Inventory at the Commencement Date, and having regard to the damages and defects recorded during the Occupation Inspection. Any damages or defects found in the Property that were not recorded during the Occupation Inspection and which, accordingly occurred during the Lease Period, will be recorded in writing and uploaded to the Platform.

16.4.3. If the Termination Inspection takes place before the Tenant has fully vacated the Property, then the Landlord shall have the right to re-inspect the Property after it has been entirely vacated by the Tenant to ascertain whether any damage has occurred subsequent to the 1st (first) inspection or in the course of vacating the Property.

16.4.4. If the Tenant fails to respond to the Landlord's request for an inspection submitted via the Platform, or fails to attend any such mutually arranged inspection, the Landlord shall inspect the Property within 7 (seven) days after the Landlord has become aware that the Tenant has vacated the Property in order to assess any damages or loss which occurred during the tenancy.

16.4.5. If the Tenant fails to return or restore possession of the Property in the same good and clean condition in which it was at the Commencement Date, fair wear and tear excepted, then the Landlord shall be entitled to arrange for the Property to be cleaned by a professional cleaning service at the Tenant's cost.



## 17. DAMAGE AND DESTRUCTION

- 17.1. If during this Lease Agreement the Property is damaged or destroyed such that it cannot be beneficially occupied, then this Lease will terminate unless the Parties agree otherwise in writing.
- 17.2. If there is significant damage to the Property but it can still be beneficially and legally and safely occupied, this Lease will remain in force and the Landlord shall repair the damage without undue delay and the Tenant shall be entitled to a partial reduction of the Monthly Rental so as to compensate the Tenant fairly for being deprived of beneficial occupation due to the damage and subsequent repair work carried out on the Property; provided that the Tenant shall not have any claim against the Landlord for any damages in consequence of any such deprivation, including without limitation to costs and/or expenses incurred in relation to vacating the Property, relocation costs, finding and paying for alternative accommodation.
- 17.3. Should the Landlord consider that it is neither commercially nor financially feasible to reinstate or restore the Property, then the Landlord shall be entitled to terminate this Lease Agreement. The Landlord shall inform the Tenant of such decision, via the Platform, within 30 (thirty) days after the date on which the Property was damaged and the Tenant shall be entitled to a remission in Monthly Rental for any period that he paid for but did not have beneficial occupation of the Property.
- 17.4. If the Landlord effects the necessary repairs to the Property, the Tenant shall be obliged to accept the Property. The Tenant shall from such date of re-occupation be obliged to recommence with the Monthly Rental and all other payments. If the Property is not made available to the Tenant within 30 (thirty) days after the occurrence of the damage, then the Tenant may at his sole election terminate this Lease Agreement by giving notice in writing to the Landlord.

## 18. BREACH

- 18.1. If the Tenant –
- 18.1.1. fails to pay any amount due in terms of this Lease Agreement (including but not limited to the Deposit, Monthly Rental and/or payment for Additional Services) three times in six months; and/or
- 18.1.2. sublets the Property or any part thereof without obtaining the written consent of the Landlord, which consent shall be obtained via the Platform; and/or
- 18.1.3. breaches any material term of this Lease Agreement and fails to remedy such breach within in period of 3 (three) Business Days after receiving written notice (via the Platform) calling on the Tenant to remedy; and/or



- 18.1.4. commits an act of insolvency, is declared insolvent, compounds with his creditors or fails to satisfy a court judgment made against him,
- 18.1.5. then the Landlord shall be entitled to summarily cancel this Agreement and in the case of clause 18.1.3 to remedy such breach and immediately recover the total cost incurred in doing so.

18.2. Any exercise of the Landlord's rights and terms of this clause 18 shall be without prejudice to any other rights which the Landlord may have in law in terms of this Lease Agreement or in law.

## 19. HOLDING OVER

19.1. In the event of the Tenant remaining in occupation of the Property after termination of the Lease Agreement or after the Expiry Date, as the case may be, and whether such termination is disputed by the Tenant, or not:–

- 19.1.1. the Tenant shall continue to pay the Monthly Rental and all other amounts due in terms of this Lease Agreement on the due dates for payment of such amounts until such time as the Tenant vacates the Property;
- 19.1.2. the Landlord shall be entitled to recover and accept such payments;
- 19.1.3. the acceptance by the Landlord of such payments shall be without prejudice to and shall not in any manner whatsoever affect the Landlord's rights to terminate this Lease and/or claim any damages whatsoever.

19.2. Should the dispute referred to in clause 19.1 be determined in favour of the Landlord, the payments made to the Landlord in terms of this clause shall be regarded as amounts paid by the Tenant in respect of any loss and/or damages sustained by the Landlord as a result of the Tenant's material breach.

## 20. DELIVERY OF NOTICES

- 20.1. Subject to clause 20.2 below, all written notices and documents shall be served on the Parties via their respective RG Accounts on the Platform.
- 20.2. Where legal documents and/or notices are required to be served by hand in terms of the applicable rules or legislation governing such court, arbitration or similar legal proceedings, then such service by hand shall take place in addition to being served via the Platform, as referred to above. For purposes of service by hand:
  - 20.2.1. the Landlord chooses the address as stated in clause 1.5 of the Schedule of Particulars; and



- 20.2.2. the Tenant chooses the address of the Property and, on termination of this Lease Agreement or when vacating the Property at any time whatsoever, the Tenant shall be obliged to provide an alternative address to the Landlord for this purpose, in writing.
- 20.3. Either party may change the physical service address referred to in clause 20.2 to any other physical address in the Republic of South Africa by providing written notice to the other party, which notice is required to be uploaded to the Platform.
- 20.4. Any notice which any party requires to give to the other party shall be in writing in English, and in this regard:
- 20.4.1. if uploaded to the Platform during business hours, it shall be presumed to have been received on the date on which it was successfully uploaded. If it is uploaded after business hours or on a day which is not a Business Day will be presumed to have been received on the following Business Day;
- 20.4.2. if delivered by hand during business hours, it shall be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a Business Day will be presumed to have been received on the following Business Day.
- 20.5. Notwithstanding this clause 20, any notice given in English, and actually received by the party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

## **21. APPLICABLE LAW AND JURISDICTION**

- 21.1. Subject always to the provision of any law requiring or permitting a party to have a dispute resolution body or authority, the Tenant consents to the jurisdiction of the Magistrates Court in which district the Property is situated in relation to any legal proceedings arising from this Lease Agreement or the cancellation thereof, notwithstanding that the subject matter or cause of action would otherwise be beyond the jurisdiction of the Magistrate's Court.
- 21.2. The Landlord reserves the right to institute proceedings in the High Court, where permitted to do so in law.
- 21.3. This Agreement shall be governed in accordance with the laws of the Republic of South Africa



## 22. COSTS

If a party takes any legal steps against the other in terms of this Lease Agreement, then the party in default shall be obliged to pay on reasonable demand all costs, together with any VAT thereon, incurred by the aggrieved party, including without limitation, collection commission, storage and legal costs on the scale as between “attorney-and-client” or otherwise as determined by the Court or other Dispute resolution body. The parties acknowledge that the reference to the scale as between “attorney and client” is a reference to fees and costs that a client would reasonably be charged by his own attorney.

## 23. GENERAL

- 23.1. The Landlord and the Tenant acknowledge that they have read and understood the contents of this Agreement and that all queries in respect hereof have been satisfactorily addressed.
- 23.2. This Lease Agreement, read together with the Terms of Service, constitutes the whole agreement between the Parties who acknowledge that no warranty, representation, guarantee, term or condition of whatsoever nature, save as contained in this Lease Agreement and/or the Terms of Service, has been made or given in regard to any matter affecting this Lease Agreement.
- 23.3. No addition to or variation, deletion or agreed cancellation of this Lease Agreement will be of any force or effect unless in writing and Signed by the Parties.
- 23.4. No concession or indulgence that may at any time be granted by the Landlord to the Tenant, whether in respect of time for payment of rental or otherwise, shall be deemed to be a waiver of, or affect, prejudice or derogate from the rights of the Landlord under this Lease Agreement.
- 23.5. Should two or more parties Sign this Lease Agreement as Landlords or Tenants, such persons shall be jointly and severally liable for the due performance of the Landlord’s and/or Tenant’s obligations, as the case may be, in terms of this Lease.
- 23.6. The parties Signing this Lease Agreement on behalf of the Landlord and the Tenant warrant and represent that they have the authority and power to Sign this Lease Agreement.
- 23.7. Where the Tenant is married in community of property, then the Signature to this Lease Agreement of the spouse of the Tenant constitutes the written consent required by the Matrimonial Property Act, 88/1984. If the Signature of the spouse is not appended to this Lease Agreement, then the Signature by the Tenant alone constitutes a warranty that the Tenant is a person who has the necessary contractual capacity to be bound by this Lease Agreement with such consent.



23.8. The additional terms contained in clause 6 of the Schedule of Particulars, as agreed between the Landlord and the Tenant, are to be read as if specifically included herein .

**24. OFFER TO LEASE**

24.1. The Tenant's Signature on this Lease Agreement (whether physically or electronically given) and the uploading of this Lease Agreement Signed by the Tenant, to the Platform constitutes an irrevocable offer to lease the Property, which offer shall be open for acceptance by the Landlord for a period of 48 hours after it is uploaded to the Platform.

24.2. The Landlord may accept the offer by Signing on this Lease Agreement (whether physically or electronically) and uploading the Signed Lease Agreement to the Platform.

24.3. If the Landlord fails to accept the offer by the time contemplated in 24.1, this offer will lapse.

Signed by the Tenant at : a

on 21 November 2019



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FOR: THE TENANT  
(who warrants his/her authority)

Signed by the Landlord at : AS

on 16 November 2019



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FOR: THE LANDLORD  
(who warrants his/her authority)



## Annexure A

### Written Authority and Mandate for Debit Payment Instructions

#### A. AUTHORITY

**Given by: (name of account holder)**

**Address:**

**ID Number:**

**Mobile Contact Number:**

**Bank:**

**Branch and code:**

**Account number:**

**Type of account:**

**Amount:** fixed in line with Monthly Rental as per Clause 4.1 of the RentalGenie Lease Agreement.

**Date:** monthly on the day 8 of the month.

**To:** RentalGenie

**Address:** 41A Coronation Rd, Sandhurst, 2196

**Abbreviated Name as Registered with the Bank:** RENTGE@PAYM8

This signed Authority and Mandate refers to the RentalGenie Lease Agreement, (**"the Agreement"**)

I/We hereby authorise you to issue and deliver payment instructions to your banker for collection against my/our abovementioned account at my/our abovementioned bank (or any other bank or branch to which I/we may transfer my/our account) on condition that the sum of such payment instructions will never exceed my/our obligations as agreed to in the Agreement, and commencing on 08 November 2019 and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above.

The individual payment instructions so authorised to be issued must be issued and delivered as follows: monthly in accordance with the Agreement





In the event that the payment day falls on a Sunday or recognized South African public holiday, the payment day will automatically be the preceding ordinary business day. Furthermore, if there are insufficient funds in my account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account.

I /We understand that the withdrawals hereby authorised will be processed through a computerized system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my bank statement. Such must contain the RentalGenie Lease Agreement number, detailed in Clause F below, which should enable me to identify the Agreement.

#### **B. MANDATE**

I/We acknowledge that all payment instructions issued by you shall be treated by my/our above-mentioned bank as if the instructions had been issued by me/us personally.

#### **C. CANCELLATION**

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this authority was in force, if such amounts were legally owing to you.

#### **D. ASSIGNMENT**

I/We acknowledge that this authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party.

#### **E. USE OF PERSONAL INFORMATION**

In order to process the debit payment instruction as well as for verification purposes, I/we herewith acknowledge and grant consent that my/our personal information (inclusive of name, ID number, account details as well as any other relevant information contained in the mandate and/or the Agreement) may be used by PAYM8 (Pty) Ltd, the debit order facilitation service provider, located at Building 18, Thornhill Office Park, Bekker Road, Midrand. I/we further grant consent that the aforementioned information may be stored by PAYM8 (Pty) Ltd or its partners, and that the information may be distributed to the relevant South African Banking Institutions for processing purposes.



I/we herewith acknowledge and grant consent that a record of this information may be kept for a period of 5 years after completion and/or cancellation of the debit order. I/we herewith acknowledge that the provision of this information is mandatory and a failure to provide such information will lead to inability to process the debit payment instruction and/or verify my/our application. I/we herewith acknowledge that I/we have the right to object and to lodge a complaint as contained in the Protection of Personal Information Act 4 of 2013.

Signed at A

on this 22 November 2019



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FOR: THE TENANT  
(Signature as used for operating on the account)

#### F. AGREEMENT REFERENCE NUMBER

This RentalGenie Lease Agreement reference number is



**Accredited Rentals T/A RentalGenie**

2018 / 536 718 / 07

41A Coronation Road, Sandhurst, 2196 [www.rentalgenie.co.za](http://www.rentalgenie.co.za)

## **Annexure B**

### **Written Authority and Mandate for Rental Payout Instructions**

#### **A. AUTHORITY**

**Given by: (name of account holder)**

**Address:**

**ID Number:**

**Mobile Contact Number:**

**Bank:**

**Branch and code:**

**Account number:**

**Type of account:**

**Amount:**

variable in line with RentalGenie Lease Agreement number as per Clause 8 of the Terms of Service Agreement.

**Date:** 11/15/2019 11:09:22 AM

**To:** RentalGenie

**Address:** 41A Coronation Rd, Sandhurst, 2196

**Abbreviated Name as Registered with the Bank:** PM8@RENTGE

This signed Authority and Mandate refers to the RentalGenie Lease Agreement, ("**the Agreement**")

I/We hereby authorise you to make all payments that are required to be made to me/us in terms of the Agreement, to my/our abovementioned account at my/our abovementioned bank, and in line with the approved Terms of Service agreement and continuing until this Authority and Mandate is terminated by me/us by giving you notice in writing of not less 20 ordinary working days, and sent by prepaid registered post or delivered to your address indicated above. Should I/we transfer my/our bank account, we will give you notice thereof as aforementioned and provide you with new and/or amended banking details.



## B. USE OF PERSONAL INFORMATION

In order to process the payout instruction as well as for verification purposes, I/we herewith acknowledge and grant consent that my/our personal information (inclusive of name, ID number, account details as well as any other relevant information contained in the mandate and/or the Agreement) may be used by RentalGenie. I/we further grant consent that the aforementioned information may be stored by RentalGenie (Pty) Ltd or its partners, and that the information may be distributed to the relevant South African Banking Institutions for processing purposes. I/we herewith acknowledge and grant consent that a record of this information may be kept for a period of 5 years after completion and/or cancellation of the Agreement. I/we herewith acknowledge that the provision of this information is mandatory and a failure to provide such information will lead to inability to process the payout instruction. I/we herewith acknowledge that I/we have the right to object and to lodge a complaint as contained in the Protection of Personal Information Act 4 of 2013.

Signed by the Landlord at :

on PropertyContractFooter:OverrideLandlordPayOn



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FOR: THE LANDLORD  
(who warrants his/her authority)

## C. AGREEMENT REFERENCE NUMBER

This RentalGenie Lease Agreement reference number is



**Accredited Rentals T/A RentalGenie**

2018 / 536 718 / 07

41A Coronation Road, Sandhurst, 2196 [www.rentalgenie.co.za](http://www.rentalgenie.co.za)

