

General terms of the lease pages 1 - 8
(clauses 1 – 16 plus the House Rules following)

1. Deposits

- a. The deposit is equal to one month of your rent of the room you occupy at any time.
- b. There is no deposit for the electronic entry tag or room key, but you must pay **R150.00** for replacement of each of an electronic entry tag or the room door 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 (minus what you may owe) is 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 for our required regular standards. A replacement price list of items provided for your personal use while in occupation is provided on your 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. You may NOT use the deposit for rent you owe.

2. Cancellation of your lease **please read this and ASK if it's not clear to you -**

You may cancel your lease during the lease term for any reason by written notice to us, but you agree that a reasonable cancellation penalty is the lesser of i) the value of the remainder of your 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 20 (twenty) **business** days' notice) plus the cost to secure a suitable replacement tenant. We will act as quickly as we can to find a suitable replacement tenant. By your initials below, you confirm you understand and acknowledge the potential impact of this clause.

3. Municipal charges

The monthly room rent includes reasonable amounts per person for municipal charges for electricity, water, sewerage, and gas supplied to or used at the building. We **may increase each tenant's** share of these charges if they exceed a reasonable estimate, or if we reasonably believe there is a reckless or inconsiderate use of, eg, hot water.

4. Insurance: you are responsible for insuring your personal possessions.

5. Paying rent and other amounts to us

- a. You must pay all rent and any amount you owe under this agreement by EFT 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. If you pay in cash, we charge you our bank's cash deposit fee. We may change our bank account details by sending you a letter.

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Surety's initials* _____	Surety's initials * _____	Landlord's initials _____
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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 ask the amount.

6. Important clause about double rooms

*(NB: this is **not** applicable to any 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.

7. The tenant's rights and responsibilities

- a. You will use the room for private residential purposes only. We are not an office.
- 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 any 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.

8. 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 (it is your duty to acquaint yourself with all updates);
 - are always available and downloadable from www.junctionroad.co.za – see T's and C's at the bottom of the Home page and on the Prices and lease page; and

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(*If this applies)

- they are aimed at creating a safe, secure, clean, and above all a 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.

9. 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 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 such adjustment is appropriate.

10. 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 and their 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 including but not limited to a 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, inefficiency, 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 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 CCTV 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. You may ask us to extend the lease

- a. We will consider renewing your lease for a further period after the first period, 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 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 a renewal period agreed to, with **all amendments** being regarded as made – please visit www.junctionroad.co.za

16. 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 i) a room change request by email exchange between the parties, and 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 and ii) similarly for a lease extension which extension shall thereafter and as soon as is possible be recorded in an official one page lease extension signed by the parties and until which time an 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 – on the following 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 to 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 and electrical “ring” cookers;
- gas cookers or gas 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 the above items that 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 our “quiet hours” of 10 pm to 7 am. We reserve the right to confiscate any music making equipment if a tenant does not adhere to this rule.
- smoke, except in the courtyard. You will be **fined R500** on each occasion you smoke indoors no matter what substance you smoke, including if you “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 not a tenant to live in or occupy your 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. **NB:** replacement is for your account if your window glass is broken because an open window was not secured.
- *have your windows open from time to time to ensure mould from moisture does not form.*
- 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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(*If this applies)

Parties, gatherings, get togethers.

This is NOT a “party house.” If you want a party house, please look elsewhere.

It is a residential building with amenities shared amongst other rent paying tenants, many of whom are studying for serious exams, or working long hours 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 after written agreement is obtained from **70%** of all other tenants before permission can be considered for a get together on a specific date and during specific times;
- 2) if permission is granted, a Junction Road tenant must sign as the host and 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 cash deposit of R500 is payable, to be refunded within 3 working days after the get together, provided no damage was caused by the get together, 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 the materials and/ or the labour for repair;
- 5) should a get together be organized and permission was not sought or not granted for this get together and it 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 be 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 get together staying over after the get together and 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 the attendee is and nor where they stayed over in the building.

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

The latest Terms, Conditions, House Rules will always apply.

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