

10. Incoming Inspection

- 10.1 The Landlord/Agent and the Tenant shall jointly inspect the Premises before the date of occupation. Should the Tenant fail to attend the incoming inspection on the date and at the time arranged, it shall be presumed that the Tenant received the Premises free of defects and the Tenant cannot thereafter allege that there were defects in the property on the commencement date.
- 10.2 Any defect or damage noted to the Premises at the incoming joint inspection shall be recorded in writing in an inspection list which shall be signed and dated by the Tenant and the Landlord/Agent and attached to the Agreement of Lease marked Annexure A.
- 10.3 The property is let and rented in the condition in which it is at the commencement date without any warranty or knowledge of latent or patent defects, but subject to the Tenant's maintenance obligations in terms of Clause 12.
- 10.4 The Tenant agrees to conduct the incoming inspection simultaneously with the outgoing inspection of the party vacating the property, if requested to do so by Landlord.

11. Outgoing Inspection

- 11.1 The Landlord/Agent and the Tenant shall, on the last day of the Lease, jointly inspect the Premises against / for any damages.
- 11.2 The Tenant shall ensure that the Premises are vacant and cleaned at the time of such inspection.
- 11.3 The Landlord may apply any of the deposit and the interest accrued thereon towards the payment of the costs of repair of any damage, including the replacement cost of any keys/remotes/discs to the Premises.
- 11.4 The Tenant agrees to the new tenant of the Premises being present at such outgoing inspection with the Landlord.

12. Maintenance by Tenant

- 12.1 The Tenant shall at his own cost throughout the lease period, maintain the interior of the property as well as all the fixtures and fittings therein in a good state of repair. On the termination date, the Tenant shall deliver the Premises to the Landlord in the same condition as it existed at the commencement date, fair wear and tear accepted.
- 12.2 The Tenant shall replace and repair any damaged or broken glass or mirror however such damage or breakage was caused during tenancy.
- 12.3 The Tenant shall clean and maintain the carpets and other floor coverings in the Premises regularly. Should they be damaged by the Tenant or have deteriorated beyond fair wear and tear during the tenancy, these items will be replaced completely on the termination of Agreement of Lease at the expense of the Tenant by a pre-approved contractor immediately vacating the property.
- 12.4 The Tenant's maintenance obligations in terms of this clause shall include but not be limited to:
- 12.4.1 The replacement, where necessary, of all electric bulbs, globes, ballasts, locks, electrical switches and sockets used and contained in the Premises.
- 12.4.2 Keeping and maintaining all sewerage pipes, water/down pipes and drains free from obstruction and blockage and shall remove, at his cost, any blockage or obstruction therein.
- 12.5 The Tenant shall notify the Landlord, in writing, within 72 hours of the Tenant becoming aware of any damage/s caused to the Premises in order that the Landlord may, if applicable, lodge a claim with the Landlord's insurers. Should the Tenant not advise the Landlord as aforesaid, the Landlord may not be able to institute a claim against his insurers (in the event of the damage caused being covered by the Landlord's insurance claims), in which event the Tenant shall be liable for the necessary repairs, replacement and/or making good, whichever is applicable.

13. Insurance