

The Landlord and Tenant accept the jurisdiction of the Magistrates Court of South Africa in respect of any action or proceedings which may be brought against either in connection with this lease, notwithstanding that such Court does not have jurisdiction to deal with monetary claims above R 100 000,00.

28. Legal Costs

Should the Landlord have to take any legal action against the Tenant to enforce his obligations in terms of this Agreement of Lease, the Tenant shall pay all legal costs, including collection commission, VAT and tracing costs, or debt collectors fees and administration charges or any collection commission charged.

29. Address for Sending of Legal Documents and Notices

29.1 Any notice or document to be given by or to either party in terms of this agreement may be hand delivered, given by prepaid post, faxed or sent by e-mail to the address indicated by such party below.

29.2 If the notice or document was sent by prepaid post it shall be deemed to have been received within 5 (five) days after posting as aforesaid; of the notice or document was transmitted by fax or by e-mail or given by hand, then it shall be deemed to have been received on the day of transmission/sending/handling.

Landlord: FRANCOIS VAN DER RIET 1/6 Cardiac
KAAPSTAD BENTONS, CAPETOWN (The Agent)

Tenant: 168 4057 Avenue, 17th, Standard
DEBARGEVILLE 4.

30. Cooling-Off Right and Tenant's Right to cancel

In the event of the Consumer Protection Act applying to this agreement, it is recorded that:

30.1 the Tenant may cancel this lease within 5 days after signature by giving written notice thereof to the Landlord within this time period. This right only exists if the lease was concluded as a result of direct marketing, which means that if the Tenant signed the agreement because of an approach to the Tenant by the Landlord/Agent in person, per ordinary mail or e-mail. All moneys paid must be returned to the party who paid it.

30.2 The Tenant has the right to cancel this agreement for no reason, by giving 20 business days notice to the Landlord. In this event:

30.2.1 the provisions of clause 11 shall apply; and

30.2.2 the tenant shall be liable for a penalty equaling two month's rental. This, the Tenant agrees, is reasonable as it reflects the period that it generally takes the Landlord to find a replacement Tenant.

30.2.3 the Tenant shall be liable for a penalty of R2 500,00 (two thousand, five hundred rand) to the Agent in the event of the Lease been cancelled before the expiry of the Lease Agreement.

31. Validity

This agreement shall be duly concluded and valid only upon acceptance in writing by the Landlord and/or his duly authorized Agent.

32. Special Conditions