

# **AGREEMENT OF LEASE**

(Short Term – Holiday Letting)

Made and entered into by and between

**THE BEACH HOUSE LETTING COMPANY (PTY) LTD**

REG. NO. 2016/070641/07

(Hereinafter referred to as “The Lessor”)

Represented herein by

**JANINE MASSEY**

In his / her capacity as

**CHIEF EXECUTIVE OFFICER**

Who warrants that he / she is duly authorized

AND

**X**

**X**

(Identity / Passport Number)

(Hereinafter referred to as “The Lessee”)

SCHEDULE		
1.	Property Description And Address	X X
2.	The Lease Period	Check in Date: <b>X at 14h00</b> Check out Date: <b>X at 11h00</b>
3.	50% Booking Deposit	<b>X</b> - payable in full on or before the <b>X DAY OF X</b> as per the written Quote / invoice supplied to the Lessee by the Lessor.
4.	Balance of Accommodation & other Charges	<b>X</b> - payable in full on or before the <b>X DAY OF X</b> as per the written Quote / invoice supplied to the Lessee by the Lessor.
5.	Domicilium Address of Lessor BH	161 SMISO NKWANYANA ROAD, MORNINGSIDE, DURBAN, 4001 Email: <a href="mailto:info@beachhouseletting.com">info@beachhouseletting.com</a>
6.	Domicilium Address of Lessee Guest	NAME: <b>X</b> EMAIL: <a href="#">X</a> I.D. NO.: <b>X</b> CELL: X
7.	Administration Fee	<b>10 %</b>
8.	Lessee Bank Details	Bank: _____ Acc name: _____ Acc number: _____ Branch code: _____ Branch name: _____ Type: _____

## CONDITIONS OF LEASE

### 1. IMPORTANT NOTICE IN TERMS OF THE CONSUMER PROTECTION ACT

- a. These Terms may apply to users who are consumers for purposes of the Consumer Protection Act, 68 of 2008 (the "CPA").
- b. These Terms contain provisions that:
  - i. may limit the risk or liability of the Lessor and or a third party; and,
  - ii. may impose risk or liability for the Lessee; and,
  - iii. may require the Lessee to indemnify the Lessor or a third party; and/or,
  - iv. serves as an acknowledgement, by the Lessee, of a fact.
- c. Your attention is drawn to the Terms because they are important and should be carefully noted.
- d. If there is any provision in these Terms that you do not understand, it is your responsibility to ask for an explanation before you accept them.
- e. Nothing in the Terms is intended or must be understood to unlawfully restrict, limit or avoid any right or obligation.

### 2. THE LEASE

- a. The Lessor hereby lets to the Lessee the Property described in section 1 of the Schedule.
- b. The Property shall be occupied personally by the Lessee and no more than   X   other person(s).
- c. **ADDITIONAL GUESTS WILL CHARGED AT A RATE OF R450.00 PER PERSON PER NIGHT AND THE DEPOSIT WILL BE FORFEITED.**

### 3. THE LEASE PERIOD

- a. The Lease shall be for the period stated in section 2 of the Schedule.
- b. Check in dates and times are strictly enforced. A potential late check in must be communicated to the Lessor to avoid termination of this Agreement.
- c. A late check in will only be permitted up to 19h00 on the day of arrival.
- d. Only the Lessee personally, alternatively, someone related to the Lessee and pre-authorized by the Lessor in writing, will be permitted to take possession of the Property at check in time.

### 4. ACCOMMODATION DEPOSIT – 50% TO SECURE THE BOOKING

- a. The Lessee shall be liable to pay the amount in section 3 of the **Schedule** in full and by no later than 48 HOURS after receipt of quote/invoice. This secures and confirms the booking alongside this lease agreement being signed and returned to The Beach House Letting Company.
- b. The amount in section 4 on the schedule is the balance due after the Booking Deposit is paid, inclusive of a refundable Breakages Deposit and other charges as itemised in the initial invoice to the Lessee. This is due 30 days before the date of check in. **GUESTS ARE NOT TO PURCHASE REPLACEMENTS THEMSELVES.**
- c. Payment of the amounts in section 3 and 4 shall be made by way of Electronic Funds Transfer into the Lessor bank account described in section 8 of the Schedule on page 2.
- d. Payment by way of cheque will not be accepted.
- e. Cash payments are accepted; however, the Lessee shall be liable for any cash deposit fees incurred by the Lessor, which the Lessor shall be entitled to deduct from the Lessee's Booking Deposit amount held by it in terms of this Agreement.

- f. The Breakages Deposit, less any breakages, shall be refunded to the Lessee as follows:
  - i. During out of season (1 February to 30 November) - within 14 business days after the checkout date.
  - ii. During peak season (1 December to 31 January) – within 30 business days after the checkout date.
- g. The Lessee acknowledges that the Lessor shall not be obliged to invest the Deposit amounts in an interest-bearing account.
- h. The Beach House Letting Company banking details:

ACCOUNT NAME:	THE BEACH HOUSE LETTING CO.
BANK:	STANDARD BANK
ACCOUNT NUMBER:	251725065
TYPE:	CHEQUE
BRANCH CODE:	042526
SWIFT CODE:	SBZAZAJJ

## 5. CANCELLATIONS

- a. Subject to the CPA, if as a result of direct marketing (as defined in the CPA), the Lessee concludes this Agreement, then the Lessee is entitled to cancel the Agreement and Booking (without reason or penalty) within 5 (five) business days after conclusion of this Agreement, by giving the Lessor written notice of cancellation. The Lessor shall refund to the Lessee any amounts paid within 14 (fourteen) calendar days after receiving the notice of cancellation within the prescribed period.
- b. The Lessee may cancel a Booking after the Booking Deposit in clause 5 (a) above has been paid, if in writing and received by the Lessor 45 calendar days prior to the check in date, failing which, the cancellation shall be invalid. In the event that the Lessee wishes to cancel a booking less than 45 calendar days from the check in date, then the Lessee shall forfeit the full Deposit amount.
- c. Notwithstanding that, the notice of cancellation referred to in clause 6 (b) above was received by the Lessor within the time prescribed and prior to 45 days of check in date, the Lessor shall be entitled to charge the Lessee the amount in section 7 ( Administration fee) of the Schedule as a reasonable administration fee, which amount the Lessor shall be entitled to deduct from the Booking Deposit, alternatively the Lessee shall be obliged to pay the administration fee on presentation of invoice.
- d. The lease shall terminate automatically in the event of the Lessee's non-arrival and the Lessee shall forfeit any amounts paid to the Lessor in terms of this Agreement. Unless otherwise agreed in writing by the Lessor, the Lessee shall be deemed to have not arrived if he/she does not check in to the Property within 24 hours of the check in date and time.
- e. There shall be no refunds payable in circumstances where the Lessee elects to curtail the lease period for whatever reason and check out earlier than agreed.

## 6. COVID POLICY

Bookings affected by Covid illness or lockdown will be honoured for 1 year from original check in date.

T's & C's:

- a. Credit will be valid for the amount invoiced. Should a different seasonal rate per night apply it is the guest's responsibility to pay in the difference.
- b. The owner reserves the right to approve the booking.
- c. No cancellation will be allowed 14 day or less prior to the check-in date.

## 7. POSTPONEMENTS

- a. The Lessee shall be entitled to postpone a secured booking (after payment of the Booking Deposit) on one occasion only, and or at the discretion of the Lessor.
- b. Postponements requests will be refused if not made more than 45 calendar days from the check in date.
- c. In the event of the Lessee agreeing to a postponement request in writing, then the Lessee shall be liable for the Administration Fee described in section 7 of the schedule. The Lessee hereby agrees to the Administration Fee and acknowledges that the postponement will only become binding on the Lessor upon both Parties concluding a written addendum to this agreement.
- d. The Lessee's attention is drawn to clause 6 regarding the effect of a cancelled booking.

## 8. PROHIBITION AGAINST SUBLETTING

- a. The Lessee shall not, without the prior written consent of the Lessor:
  - i. cede any rights or assign any obligations under this Agreement, and/or,
  - ii. sublet the Property or any portion thereof, and/or,
  - iii. part with possession of the Property or any portion thereof.

## 9. INSPECTIONS & OCCUPATION

- a. On the date of check in, the Lessee shall be obliged to inspect the Property and Inventory Sheet in order to verify that the Property has been provided to the Lessee free of any defects. Should the Lessee fail to report any defects or missing items to the Lessor within 24 hours of the time of Check in, then the Lessee shall be deemed to have received the Property in good order and repair.
- b. On the date of check out, the Lessee shall be obliged to return the Property, including all fittings, furnishings and contents, to the Lessor in the same condition as it was received.
- c. The Lessor shall be afforded 1 (one) business day from the date and time of check out to assess the Property for any breakages which the Lessee, or those occupying the Property through or under the Lessee, caused and thereafter, 3 (three) business days to report back to the Lessee of any such breakages.
- d. The Lessee shall be liable for the fair replacement value of any damage to the Property, contents (damaged items / stains etc.) or lost furnishings and fittings, the cost of which the Lessor shall be entitled to deduct from the Lessee's Breakages Deposit held. In the event of the Breakages Deposit not being sufficient to cover all the damages, then the Lessee shall be liable to settle any additional amounts on presentation of invoice.
- e. In the event of the Lessee not being able to enjoy full beneficial occupation of the Property due to it having become uninhabitable because of severe damage caused by fire, earthquakes, weather storms, riot activity or the like, then the Lessor shall endeavor to secure the Lessee alternative accommodation of similar condition to that of the Property and at the cost of the Lessee. If alternative accommodation is not secured, the Lessee shall not be entitled to any refunds whatsoever.
- f. The Lessor is entitled to attend at the Property at all reasonable times to conduct an inspection. The Lessee agrees to facilitate any reasonable request.

## 10. HOUSEKEEPING SERVICE

- a. The Accommodation Fees include the following services, Monday to Friday: 08h00 – 16h00:
  - i. The Property serviced daily by a housekeeper; such to include bed making, cleaning floors, bathrooms, windows, kitchen and dish washing;
  - ii. Braais will be cleaned as and when used;

- iii. The above services will be offered on Weekends as well from 08h30 – 14h00;
  - iv. Two toilets rolls per bathroom;
  - v. One pack of 20 black garbage bags;
  - vi. One 750 ml dishwashing liquid;
  - vii. Items over and above that provided hereinabove will be for the Lessee's account.
- b. The housekeeper will be entitled to a lunch break of 1 hour during weekdays, and 30 minutes on weekends, excluding two 15-minute tea breaks throughout the day.
  - c. Additional services for afterhours (R80.00 per hour) may be arranged as agreed to by the Lessor prior to Check in, and not directly with the Housekeeper.
  - d. A laundry service (wash, dry and fold) of one load per day will also be included.
  - e. Additional loads of laundry will be allowed at the discretion of the Lessor, however, only housekeepers are permitted to enter and utilize the laundry facility. The Lessor is entitled to limit the number of loads per day at its unfettered discretion. A charge of R80.00 per load will be deducted from your refundable breakage deposit.
  - f. Handwashing done by the housekeeper will be charged for at R20.00 per item.
  - g. The laundry service does not include ironing. Should you wish for ironing to be done, you will be charged an additional amount of R20.00 per item.
  - h. Bath towels are included and will be replaced every third day;
  - i. Linen is also provided and will be replaced once a week. Linen cleaned over and above that which is provided, shall be charged to the Lessee's account and deducted from the Breakages Deposit.
  - j. Bath towels may not be used for beach activities and accordingly, the Lessee is responsible to supply his/her own beach towels.
  - k. Should the Property have a garden or pool, then these areas will be serviced weekly as reflected in the Information File.

## 11. FOR SALE AND TO LET NOTICES

- a. The Lessor and or the owner of the Property shall at any stage prior to the expiry date of this Agreement, be entitled to affix on the Property a 'FOR SALE' or 'TO LET' notice in respect of the Property; and,
- b. The Lessee shall allow any prospective tenant or purchaser to view the exterior and interior of the Property during reasonable hours, provided a prior appointment to do so has been made with the Lessee.
- c. The Lessee and or those who occupy the Property through or under the Lessee undertake not to make any negative comments whatsoever regarding the condition or otherwise of the Property to any such new and/or prospective occupants.
- d. The Lessee shall not permit the removal, relocation or damage of the notices referred to in clauses 1 (a) above.

## 12. USE OF THE PROPERTY BY THE LESSEE

- a. The Lessee shall use the Property solely for residential purposes and hereby specifically undertakes not to:
  - i. contravene any of the conditions of title of the Property or any of the laws, rules or regulations affecting owners, tenants or occupiers of the Property inclusive of any rules and regulations imposed on the Lessor, the terms of which the Lessee declares to be fully informed;
  - ii. smoke inside the Property;
  - iii. cause or commit any nuisance on the Property or cause any annoyance or discomfort to other Lessees, neighbours or the public;
  - iv. bring onto the Property any article which, by reason of its weight or other characteristics, is capable of causing damage to the Property or its surrounds;

- v. allow domestic or garden refuse to accumulate in or about the Property, except in adequate refuse bins suitably placed;
  - vi. allow pets or other animals on or into the Property unless written approval is given from the lessor (Beach House) subject to approval given to the BHLC by the owner.
  - vii. deface, mark or paint the doors, walls, ceiling or floor of the Property, or place or display advertisements or notices of whatever nature on any part of the Property, without the written consent of the Lessor. Should the Lessee drive nails, hooks or screws into the doors, walls, ceiling or floor of the Property, the Lessee shall be obliged to repair the Property and return the Property to the same condition as it was delivered to them and upon them vacating the Property on or before the expiry date;
  - viii. interfere in any manner whatsoever with the existing electrical installation on the Property or to connect any electrical equipment to the electrical current which may in any way damage the electrical installation or cause it to short-circuit;
  - ix. make any alteration or addition to the Property or its appurtenances without the written consent of the Lessor;
  - x. keep or store any illegal, dangerous or offensive material or substance on the Property or to permit anything which may vitiate the Lessor' insurance on the Property or cause an increase in the premium payable there-under;
  - xi. hold, or permit the holding of, any sale by public auction whatsoever in or about the Property.
- b. The Lessee shall assume all risk in and to the Property upon Check in and shall be responsible to ensure that the security measures in place are adhered to at all times.
- c. Failure to adhere to the terms of use herein may result in a portion of the Breakages Deposit, alternatively, the entire amount, being applied to any damages caused by the Lessee's failure to adhere.

### 13. EXCLUSION OF LESSOR FROM CERTAIN LIABILITY AND INDEMNITY

- a. Save for in the instance of gross negligence, the Lessee shall have no claim for damages as against the Lessor and may not withhold or delay any payment due to the Lessor due to:
- i. any failure or suspension of, or any interruption in, the supply of water, electricity, gas, air-conditioning, heating, or any other amenity or service to the Property or any part thereof, unless willfully or negligently caused by the Lessor's failure to maintain the structure of the property;
  - ii. any breakdown of, or interruption in the operation of, any machinery, plant, equipment, installation, or system situated in or on, or serving, the Property or any part thereof, and including (*but without limiting the generality of the foregoing*) any geyser, boiler, burglar alarm, or security installation or system, unless willfully or negligently caused by the Lessor' failure to maintain the structure of the property;
  - iii. any interruption of or interference with the enjoyment or beneficial occupation of the Property caused by any building operations or other works on or about the Property, carried out by a third party who has not been instructed by the Lessor or their duly authorized representative to do so;
  - iv. damage or harm caused to the Lessee, the Lessee's property and belongings, or the Lessee's guests and other invitees and all other persons who may occupy or be entitled to occupy the Property or any parts thereof through or under the Lessee.
- b. The Lessor shall not, however, be excused of specific performance of any of its obligations under this Agreement, whether express or implied, and particularly (but not only) its obligation to afford the Lessee peaceful occupation and enjoyment of the Property as contemplated by this Agreement and to carry out such reasonable maintenance and repairs as are incumbent upon them in terms hereof.
- c. Should the Lessor fail to carry out any such reasonable obligation of maintenance or repair within a reasonable time, and persist in such default after reasonable notice in writing requiring that it be remedied, the Lessee may cause the necessary maintenance or repair (including any incidental or necessary replacement) to be carried out and may then recover the reasonable cost thereof from the Lessor upon demand.

#### 14. BREACH

- a. In the event of either one of the parties ("*the defaulting party*") committing a breach of any of the terms of this Agreement and failing to remedy such breach within a period of 7 (seven) calendar days of delivery by e-mail or hand delivery of a written notice from the other party ("*the aggrieved party*") calling upon the defaulting party to remedy the breach in question, then the aggrieved party shall be entitled to, at their sole discretion and without prejudice to any of their other rights in law and/or in terms of this Agreement, to either claim specific performance or cancel this Agreement forthwith and without further notice, claim damages from the defaulting party.
- b. Should there be a dispute as to the determination of the defaulting party, the Deposit shall remain with the Lessor until such dispute is resolved either by a written agreement between the Parties or by order of a competent court.
- c. Should this Agreement be cancelled by the Lessor due to breach of any terms of this Agreement by the Lessee and after the Lessee has been placed on notice in accordance with the provisions of clause 14 (a) of this Agreement, then if the Lessee, or any other person occupying the Property through the Lessee, is in occupation of the Property, then he/she/they shall immediately vacate the Property and allow the Lessor to take unhindered occupation thereof.

#### 15. DOMICILIUM

- a. Each party chooses as his/her *domicilium citandi et executandi* the addresses as indicated in section 5 & 6 of the Schedule, at which address all notices and legal process in relation to this Agreement or any action arising there from may be effectively delivered and served.
- b. Any notice given by one of the parties to the other ("*the addressee*") which:
  - i. Is delivered by hand to the addressee's *domicilium citandi et executandi* shall be presumed, until the contrary is proved, to have been received by the addressee on the date of delivery.
  - ii. Is transmitted by way of email, shall be presumed, until the contrary is proved, to have been received by the addressee on the transmission date indicated on the e-mail.
  - iii. Either party shall be entitled, on written notice to the other, to change his/her *domicilium citandi et executandi*, provided that such a new address is within the borders of the Republic of South Africa.

#### 16. GENERAL

- a. The parties agree to the jurisdiction of the magistrate's court regarding any action or suit arising from this Agreement or the cancellation thereof.
- b. Should two or more person's sign this Agreement as Lessee, such persons shall be liable to the Lessor jointly and severally, *in solidum*, the one paying, the other to be absolved, for the due and punctual performance of their obligations in terms of this Agreement.
- c. This Agreement constitutes the sole and entire agreement between the parties and no warranties, representations, guarantees or other terms and conditions of whatsoever nature not contained herein shall be of any force or effect.
- d. No variation of the terms and conditions of this agreement or any consensual cancellation thereof shall be of any force or effect unless reduced to in writing and signed by the parties or their duly authorized agents.
- e. No indulgence which either party ("*the grantor*") may grant to the other ("*the grantee*") shall constitute a waiver of any of the rights of the grantor who shall not thereby be precluded from exercising any rights against the grantee which may have arisen in the past or which might arise in the future.
- f. If a generator is installed at the Property, then the Lessee agrees not to handle the generator without supervision of the Lessor, the owner or their agents.



**Signed by the Lessee:**

At \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2021

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Lessee**

**Signed by the Lessor:**

At \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ 2021.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Lessor**