

ANNEXURE "A": STANDARD TERMS OF PARKING LEASE AGREEMENT

1. DEFINITIONS

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this introduction, bear the meanings ascribed to them:

- 1.1 **"Access Card/s"** means the access card/s, tag/s, windscreen disk or remote controls issued by the Lessor to the Lessee in terms of this Agreement, which access cards afford the holder access to the Parking Bays;
- 1.2 **"Agreement"** means the Schedule and any annexures thereto, as well as this Annexure "A" comprising of the standard terms of the parking lease agreement;
- 1.3 **"Deposit"** means the deposit, in the amount specified in item 8.2 of the Schedule, payable by the Lessee in terms of clause 4 below;
- 1.4 **"Effective Date"** means the lease commencement date identified in item 6 of the Schedule, regardless of the Signature Date;
- 1.5 **"Initial Payment"** means the initial payment payable by the Lessee to the Lessor in terms of clause 4 below and which is quantified in item 8 of the Schedule;
- 1.6 **"Lessee"** means the lessee identified in item 3 of the Schedule;
- 1.7 **"Lessee's Bank Account"** means the Lessee's bank account, the details of which are provided in item 10 of the Schedule;
- 1.8 **"Lessor"** means Advance On Point Solutions (Pty) Ltd, a private company duly incorporated in accordance with the laws of South Africa with registration number 2017/106758/07 herein represented by Craig Cockburn, he being duly authorised thereto;
- 1.9 **"Lessor's Account"** means the bank account held by the Lessor, the details of which are as follows: First National Bank, Account number: 626 908 67183 Branch Code: 252155;
- 1.10 **"Parties"** means the Lessor and the Lessee and Party shall mean either one of them depending on the context;
- 1.11 **"Parking Bays"** means the parking bays situated on the Property, which are identified in item 9 of the Schedule and which are hereby leased by the Lessor to the Lessee;
- 1.12 **"Parkade"** means the parkade situated on the Property, in which parkade the Parking Bays are situated and which includes all improvements which have been or shall be erected on or made to the Parkade;
- 1.13 **"Property"** means the property identified in item 5 of the Schedule above on which the Parkade is situated;
- 1.14 **"Parking Fees"** means the amount identified in item 9 of the Schedule, which is payable by the Lessee to the Lessor in accordance with clause 5 below;
- 1.15 **"Schedule"** means the schedule of the Agreement, which bears the signatures of both Parties;
- 1.16 **"Signature Date"** means the date on which this Agreement is signed by the Party signing last in time;
- 1.17 **"VAT"** means Value-Added Tax payable in terms of the VAT Act;



1.18 **"VAT Act"** means the Value-Added Tax Act 89 of 1991, as amended.

2. RECORDAL

- 2.1 The Lessor has the Parking Bays available on the Property and wishes to lease the Parking Bays to the Lessee and the Lessee wishes to lease the Parking Bays from the Lessor;
- 2.2 The Parties wish to record the terms and conditions of their Agreement in writing, as they hereby do.

3. COMMENCEMENT AND DURATION

- 3.1 This Agreement shall commence on the Effective Date and shall continue thereafter on a month to month basis;
- 3.2 The Lessee shall have immediate access to the Parking Bays from the Effective Date;
- 3.3 Either Party may cancel this Agreement for any reason whatsoever, by providing the other Party with 1 (one) calendar month's written notice of such Party's election to cancel this Agreement.

4. INITIAL PAYMENT AND DEPOSIT

- 4.1 The Initial Payment shall be payable by the Lessee to the Lessor on or before the Effective Date, which payment shall be effected via cash, cheque or electronic funds transfer only;
- 4.2 The Deposit shall be retained by the Lessor as security for the due compliance by the Lessee with all of its obligations in terms of this Agreement;
- 4.3 Only the Lessor shall be entitled to apply the Deposit towards payment of any amount for which the Lessee is liable to the Lessor during the currency of this Agreement;
- 4.4 If the Deposit or any part thereof is applied by the Lessor as provided in clause 4.3, the Lessee shall, on demand, reinstate the Deposit to the amount stated in item 8.2 of the Schedule, or to the increased amount as provided in clause 4.7, whichever is the greater;
- 4.5 The Deposit, alternatively any remaining portion thereof, shall be refunded to the Lessee by the Lessor within 60 (sixty) days of the termination of this Agreement, provided that the Lessor may deduct from the Deposit any amount which is payable by the Lessee to the Lessor and if such amount is in dispute, the Lessor may retain the Deposit until such time as the dispute is resolved, notwithstanding that this Agreement has terminated;
- 4.6 Any interest accrued in relation to the Deposit shall be for the benefit of the Lessor;
- 4.7 The Lessee shall increase the amount of the Deposit by the same percentage as the Parking Fee increases from time to time, upon written notification from the Lessor.

5. PARKING FEE

- 5.1 The Parking Fee shall be payable by the Lessee to the Lessor in respect of each month of this Agreement following payment of the Initial Payment;
- 5.2 Should the Lessee fail to make payment in terms of this clause 5, the Lessor shall be entitled to exercise any remedy available to it in terms of clause 13 below;



- 5.3 The Lessee shall pay the Parking Fee monthly in advance, on the date elected by the Lessee in item 10 of the Schedule, by means of debit order;
- 5.4 The Parking Fee shall escalate from time to time by the Lessor giving (1) one month's written notice of the increase to the Lessee at a market related rate;
- 5.5 The Lessee shall not withhold, defer, or make any deduction from any payment due to the Lessor, whether or not the Lessor is indebted to the Lessee or in breach of any obligation to the Lessee;
- 5.6 The Parking Fee and all other amounts payable by the Lessee in terms of this Agreement shall be inclusive of VAT, in so far as same is applicable;
- 5.7 The Lessee shall not be entitled to claim any adjustment or remission of the Parking Fee for any reason.

6. DEBIT ORDER AUTHORISATION

- 6.1 The Lessee authorises the Lessor to obtain payment of the Parking Fee by way of debit order as specified in this clause 6;
- 6.2 The Lessee hereby requests and authorises the Lessor to draw against the Lessee's Bank Account (or any other bank or branch to which the Lessee may transfer the Lessee's Bank Account) the Parking Fee due in respect of this Agreement on the day elected in item 10 of the Schedule each and every month following the Effective Date and continuing until termination of this Agreement;
- 6.3 The Lessee agrees and understands that:
 - 6.3.1 All withdrawals from the Lessee's Bank Account in terms of this clause 6, shall be treated as if they have been signed by the Lessee personally;
 - 6.3.2 It shall be liable for the payment of all bank charges arising as a result of this debit order authorisation and the Lessee hereby authorises the Lessor to increase the amount of each withdrawal in order to recover the costs thereof in accordance with the South African Clearing Bank's Tariff in force at that time;
 - 6.3.3 The amount drawn against the Lessee's Bank Account shall increase from time to time as provided for in this Agreement;
 - 6.3.4 The withdrawals from the Lessee's Bank Account authorised in this clause 6, shall be processed by computer;
 - 6.3.5 Details of each withdrawal shall be printed on the Lessee's bank statement or on the accompanying voucher;
 - 6.3.6 The obligation to ensure that the Parking Fee is received by the Lessor every month remains with the Lessee despite the granting to the Lessor of the authority in terms of this clause 6;
 - 6.3.7 The authority contained in this clause 6 shall continue in full force and effect until cancelled by the Lessee by giving 30 (thirty) day's written notice thereof to the Lessor by pre-paid registered post, which cancellation shall not relieve the Lessee from any liability in respect of any unpaid balance owing to the Lessor.



7. TERMS AND CONDITIONS APPLICABLE TO THE USE OF THE PARKING BAYS

- 7.1 The location of the Parking Bays allocated to the Lessee shall lie solely in the discretion of the Lessor and may be changed from time to time by the Lessor and (a) new parking bay/s allocated to the Lessee;
- 7.2 The Lessor and/or its nominated agent shall at times have the right to control the parking area/s of the Property and to change the allocation thereof and arrangements in respect thereof so as to restrict parking by the Lessee and its officers, clients, agents and employees, to temporarily close all or any portion of the parking areas, to discourage and restrict non-customer parking and generally control and do all things, which, in the judgment of the Lessor and/or its nominated agent, shall be beneficial to the lessees of the Property as a whole and/or for the improvement, convenience and use thereof by lessees and their customers. The Lessor and/or its nominated agent shall also be entitled to make and enforce rules and regulations with regards to the proper operation, maintenance and control of such parking area/s and driveways situated on the Property;
- 7.3 The Lessee and its directors, principals, employees and/or clients and customers shall park their motor vehicles only in those Parking Bays designated for that purpose by the Lessor;
- 7.4 If the Lessee, its directors, principals, employees and/or clients and customers park their motor vehicles on any portion of the Property other than in the designated Parking Bays, then the Lessee hereby authorises the Lessor and/or its nominated agent to tow away from the Property any of the aforesaid motor vehicles and/or to clamp any of the wheels of such motor vehicles at the Lessee's cost and/or to attach violation stickers or notices to such motor vehicles;
- 7.5 Any party who utilises the Parking Bays, or any one of them, and who fails to utilise the Access Card/s allocated by the Lessor, shall be charged the casual parking rate applicable to the relevant Parking Bay/s as charged by the Lessor at the applicable time;
- 7.6 The Lessee shall effect payment of the full cost of replacement of any lost, stolen, or damaged Access Cards at the tariff charged by the Lessor at the time of replacement of the applicable Access Cards. Parking Access Cards remain the property of the Lessor. Parking Access Card deposits shall (upon termination of the Agreement or where applicable, on the applicable event of change of Parking Access) be returned to the Lessee only on return of the cards to the Lessor in good condition. The Lessee undertakes towards the Lessor to provide the Lessor with a schedule of the persons and vehicles utilising each Parking Access Card and duly amend the schedule should there be any changes in use;
- 7.7 The Lessee shall use the Parking Bays for the sole purpose of the parking of motor vehicles and shall not permit the Parking Bays to be used for any other purpose whatsoever;
- 7.8 The Lessee shall observe and conform with all reasonable rules and regulations prescribed from time to time by the Lessor relating to the use of the Parking Bays, which rules shall be communicated to the Lessee by the Lessor in writing;
- 7.9 The Lessee shall be liable for all legal costs (on the attorney and client scale) incurred by the Lessor in enforcing its rights in terms of this Agreement;
- 7.10 The Lessor shall not be liable for any article left by the Lessee at the Property for safe custody. The Lessor's employees and/or agents have no authority to accept any article from the Lessee for safe custody;
- 7.11 In addition to the terms contained herein, the Lessee shall be subject to all of the terms of parking displayed in or around the Property, or at the entrance or exit thereto.



8. INSURANCE

- 8.1 The Lessee shall not keep or do in or about the Property or the Parking Bays anything which is likely to enhance any of the risks against which the Property and the Parking Bays are insured to the extent that the aforesaid insurance is rendered void or voidable or the premiums of such insurance are, or become likely to be increased;
- 8.2 Without prejudice to any other right of action or remedy which the Lessor may have arising out of a breach of clause 8.1 above, the Lessor may recover from the Lessee, on demand, the full amount of any increase in insurance premiums in respect of the Property and/or the Parking Bays attributable to any breach by the Lessee of the provisions of this clause 8.

9. CESSION, ASSIGNMENT, SUBLETTING AND DISPOSAL

The Lessee shall not be entitled, except with the express prior written consent of the Lessor, to cede or assign any or all of the rights and obligations of the Lessee under this Agreement, to sublet the Parking Bays in part or in whole or to allow any third party to unlawfully occupy the Parking Bays.

10. LESSEE'S OBLIGATIONS

- 10.1 The Lessee shall:
- 10.1.1 Keep the Parking Bays clean and tidy;
 - 10.1.2 Not bring into the Property any article which, by reason of its weight or other characteristics, is liable to cause damage to the Property;
 - 10.1.3 Take all reasonable measures to protect the Parking Bays from abuse, damage and destruction;
 - 10.1.4 Not contravene any of the laws, rules, regulations or by-laws affecting owners, lessees or occupiers of the Parking Bays;
 - 10.1.5 Not cause or commit any nuisance on the Property or cause any annoyance or discomfort to other lessees or occupiers of the Property;
 - 10.1.6 Not leave refuse or allow refuse to accumulate in or about the Property;
 - 10.1.7 Ensure that the any restraint, prohibition or restriction imposed in terms of this Agreement, is also imposed upon every person who utilises the Parking Bays through, under, by arrangement with, or at the invitation of, the Lessee, including (without limiting the generality of this provision) its directors, members, officers, employees, agents, customers and invitees. The Lessee shall furthermore use its best endeavours to procure that the aforesaid users of the Parking Bays abide by and comply with the said restraints, prohibitions or restrictions.



11. INDEMNITIES

- 11.1 The Lessee shall have no claim for damages against the Lessor and may not withhold or delay any payment due to the Lessor by reason directly or indirectly of:
- 11.1.1 Any act or omission of the Lessor or any employee, servant, agent or contractor of the Lessor, whether negligent or otherwise actionable by law and including any act or omission of any cleaner, maintenance person, handyman, labourer, workman, watchman, guard or caretaker;
 - 11.1.2 The condition or state of repair, at any time, of the Parking Bays, the Property, or any part of thereof;
 - 11.1.3 Any failure or suspension of, or any interruption in the supply of any other amenity or service to the Parking Bays or the Property, whatever the cause;
 - 11.1.4 Any breakdown of or interruption in the operation of any machinery, plant, equipment, installation or system situated in or on, or serving the Parking Bays regardless of cause;
 - 11.1.5 Any interruption of, or interference with, the enjoyment or beneficial occupation of the Parking Bays caused by any building operations or other works on or about the Property, whether occasioned by the Lessor or by anybody else;
- 11.2 The Lessee indemnifies the Lessor against all liability to the Lessee's employees, clients and other invitees, associates, directors, members, agents and all other persons entitled to occupy the Parking Bays or who may enter upon the Parking Bays through or under this Agreement in consequence of any such matter referred to in 11.1.1 to 11.1.5 above;
- 11.3 The Lessee further indemnifies the Lessor against any claim made against the Lessor by any person, entity and/or third party for any loss or damage suffered in or on the Parking Bays or Property, or in consequence of any act or omission of the Lessee's employees or agents;
- 11.4 All vehicles driven or parked in the Parking Bays by the Lessee and its employees, clients and other invitees, associates, directors, members, agents and all other persons entitled to occupy the Parking Bays shall, whether they are the property of the Lessee or not, be driven or parked at the aforesaid persons' sole risk and responsibility and no liability of any nature whatsoever shall attach to the Lessor, its agents and/or its employees for any loss or damage which may be sustained by or in respect of such vehicles, or for any injury to, or death of any occupant of such vehicles howsoever such loss, damage, injury, or death may be occasioned and whether by reason of the negligence of the Lessor, its agents and/or its employees or otherwise. The Lessee hereby indemnifies the Lessor against any such claim which may be made by any person using the said facilities, subject to the provisions of the Consumer Protection Act 68 of 2008, to the extent that such provisions are applicable.

12. LESSOR'S RIGHT OF ENTRY AND CARRYING OUT OF WORKS

- 12.1 The Lessor's representatives, agents, servants and contractors may at all reasonable times and with reasonable notice, without thereby giving rise to any claim or right of action on the part of the Lessee or any other occupier of



the Parking Bays, enter the Parking Bays in order to inspect them, to carry out necessary repairs, replacements or to perform any other lawful function in the *bona fide* interests of the Lessor;

- 12.2 The Lessor agrees to endeavour to exercise this right with due regard to and with minimal interference to the beneficial enjoyment of the Parking Bays by the Lessee.

13. BREACH

- 13.1 Should the Lessee default in any payment due in terms of this Agreement, or be in breach of any term of this Agreement in any other way and fail to remedy such default or breach within 14 (fourteen) days after receiving a written demand that the default be remedied, the Lessor shall be entitled, without prejudice to any other right of action or remedy available to the Lessor under the circumstances, to:

13.1.1 Cancel this Agreement with immediate effect without any further notice;

13.1.2 Repossess the Parking Bays;

13.1.3 Recover damages from the Lessee in relation to the breach and the cancellation of this Agreement;

- 13.2 Clause 13.1 above shall not exclude any of the ordinary lawful consequences of a breach by either Party and in particular the right of cancellation of this Agreement on the ground of a material breach going to the root of this Agreement;

- 13.3 In the event that the Lessor cancels this Agreement and the Lessee remains in occupation of the Parking Bays, with or without disputing the cancellation of this Agreement and the Lessee continues to tender payment of the Parking Fee which would have been payable to the Lessor but for the cancellation, the Lessor may accept such payments without prejudice to and without affecting the cancellation as if the payments were payments on account of damages suffered by the Lessor by reason of the unlawful holding over on the part of the Lessee.

14. NOTICES AND LEGAL PROCESS

- 14.1 Each Party chooses as its address for all purposes under this Agreement ("chosen address"), whether for serving any court process or documents, giving any notice, or making any other communications of whatsoever nature and for any other purpose arising from this Agreement ("notice"), at the addresses stipulated in items 2 and 4 of the Schedule;

- 14.2 Any notice required or permitted under this Agreement shall be valid and effective only if in writing;

- 14.3 Any Party may by notice to the other Party change its chosen address to another physical address in the Republic of South Africa and such change shall take effect on the seventh day after the date of receipt by the Party who last receives the notice;

- 14.4 Any notice to a Party contained in a correctly addressed envelope and delivered by hand to a responsible person during ordinary business hours at its chosen address, shall be deemed to have been received on the date of delivery;



- 14.5 Any notice to a Party contained in a correctly addressed envelope and delivered by registered post to a Party's chosen address, shall be deemed to have been received on the seventh day after posting;
- 14.6 Notwithstanding anything to the contrary herein, a written notice actually received by a Party, including a notice sent by e-mail, shall be an adequate notice to it notwithstanding that it was not sent or delivered to its chosen address. For avoidance of doubt, the Parties record that no notice shall be permitted to be served by facsimile at all.

15. INTERPRETATION

- 15.1 Clause and paragraph headings are for purposes of reference only and shall not be used in interpretation;
- 15.2 Unless the context clearly indicates a contrary intention, any word connoting:
 - 15.2.1 any gender includes the other gender and the neuter gender;
 - 15.2.2 the singular includes the plural and *vice versa*;
 - 15.2.3 insolvency includes provisional or final sequestration, liquidation or judicial management;
- 15.3 A reference to a day means all the days of the week, excluding Saturday, Sundays and official public holidays in the Republic of South Africa. When any number of days is prescribed such number shall exclude the first and include the last day unless the last day falls on a Saturday, Sunday, or a public holiday in the Republic of South Africa, in which case the last day shall be the next succeeding business day;
- 15.4 A reference to an enactment is a reference to that enactment as at the Effective Date and as amended or re-enacted from time to time;
- 15.5 The rule of interpretation that a written agreement shall be interpreted against the party responsible for the drafting or preparation of that agreement shall not apply;
- 15.6 If any provision in a definition is a substantive provision conferring rights or imposing obligations on any party, notwithstanding that it is only in the definition clause, effect shall be given to it as if it were a substantive provision in the body of the Agreement;
- 15.7 The *eiusdem generis* rule shall not apply and accordingly, whenever a provision is followed by the word "including" and specific examples, such examples shall not be construed so as to limit the ambit of the provision concerned.

16. GENERAL AND MISCELLANEOUS

16.1 SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof and no Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein. This Agreement is intended to cancel any prior arrangements, agreements or understandings of any nature whatsoever that may exist between the Parties in regard to any aspect, matter or thing referred to herein.

16.2 NO AMENDMENTS EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of, this Agreement (including of this clause) shall be of any force or effect unless in writing and signed by or on behalf of the Parties.



16.3 **WAIVERS**

Neither Party shall be regarded as having waived, or be precluded in any way from exercising, any right under or arising from this Agreement by reason of such Party having at any time granted any extension of time for, or having shown any indulgence to, the other Party with reference to any payment or performance hereunder, or having failed to enforce, or delayed in the enforcement of, any right of action against the other Party.

16.4 **SURVIVAL OF OBLIGATIONS**

Any provision of this Agreement, which contemplates performance or observance subsequent to any termination or expiration of this Agreement, shall survive any termination or expiration of this Agreement and continue in full force and effect.