



Communicare

COMMUNICARE HOUSE RULES

DATED 25 NOVEMBER 2010

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1 INTRODUCTION

- 1.1 The House Rules set out in this Annexure "C" are binding on the Tenant who, in turn, is responsible for ensuring that his/her guests, invitees and servants comply with them.
- 1.2 In the event of any conflict between the House Rules and the Lease, the Lease shall prevail.

2 MOTOR VEHICLES, USE OF DRIVEWAYS AND PARKING AREAS

- 2.1 The Tenant shall observe and shall ensure that his/her guests or invitees -
 - 2.1.1 observe any road signs on the common property;
 - 2.1.2 do not drive their vehicles within the common property in any manner which creates a nuisance or is considered by the Landlord not to be in the interest of safety;
 - 2.1.3 do not allow any unlicensed person to drive any vehicle within the common property; and
 - 2.1.4 adhere to a speed limit of 20 (twenty) kilometres per hour.
- 2.2 Hooters shall not be sounded within the common property other than in emergencies.
- 2.3 Vehicles may be parked only on such areas on the common property as are specifically indicated or approved by the Landlord for that purpose and in such a way that the flow of traffic and access to and egress from garages or parking bays is not obstructed. 1 (one) vehicle may not occupy 2 (two) parking bays.
- 2.4 Damaged vehicles and vehicles that are not in general use, drip oil or brake fluid on to the common property or that are not roadworthy may not be parked on the common property other than for such short periods as may be approved by the Landlord, and with the Landlord's prior written consent.
- 2.5 No trucks, caravans, trailers, boats or other heavy vehicles may be parked on the common property without the prior written consent of the Landlord.
- 2.6 No person may wash engines and chassis, dismantle or effect major repairs to any vehicles on any portion of the common property.
- 2.7 Garage doors shall be kept closed at all times, except when the garage is in use.
- 2.8 The Landlord may cause to be removed or towed away, at the risk and expense of the owner of the vehicle, any vehicle parked, standing or abandoned in the common property in contravention of these House Rules.
- 2.9 The Tenant shall ensure that an exclusive use area for parking purposes is not used by him/her, his/her visitors or his/her guests unless that Tenant is entitled to use such exclusive use area.
- 2.10 Parking of vehicles upon the common property is subject to the express conditions that every vehicle is parked at the owner's risk and responsibility and that no liability shall attach to the Landlord or its agents or any of the Landlord's employees for any loss or damage of whatever nature which the owner, or any person claiming through or under him/her, may suffer in consequence of this vehicle having been parked on the common property.



3 REFUSE DISPOSAL

The Tenant shall ensure that –

- 3.1 rubbish bins are not visible from the common property unless a specific place has been designated for such bins;
- 3.2 rubbish is not handled contrary to the regulations of the City Council (e.g. broken glass must be wrapped in a double layer of newspaper);
- 3.3 where refuse is taken directly to the refuse removal areas, such refuse be deposited in the municipal containers provided. No sand or stones may be placed in the municipal containers; and
- 3.4 refuse bags be tied, in order to avoid leakage occurring, before placing same in the municipal containers.

4 NOISE

4.1 The Tenant shall ensure that he and his/her visitors and/or guests:

- 4.1.1 do not make or create a disturbance at any time; or
- 4.1.2 use radios, car radios, musical instruments, hi-fi sets and television sets in such a manner as not to cause a nuisance to adjoining Premises on the common property.

5 ANIMALS, REPTILES AND BIRDS

- 5.1 Permission to house any animals, reptiles and/or birds (“pets”) within the Premises or on the common property may be obtained from the Landlord only upon written request. The Landlord shall be entitled to consider such request on its own merits and with due regard to any Municipal by-laws and the interests of other tenants. Permission to house a pet/s may only be given by the Landlord in writing and in so doing the Landlord may prescribe any reasonable condition. Any permission given by the Landlord to house pets may be revoked at any stage by the Landlord in its discretion on notice to the Tenant.
- 5.2 Pets must not cause a disturbance at any time and the Tenant shall be responsible for the removal of such animals’ excrements within the common property or the Premises.
- 5.3 Dogs shall be leashed or properly controlled when on the common property.
- 5.4 Vicious animals of any nature may not be kept on the Premises or on the common property.
- 5.5 Aviaries are not permitted to be established without the prior written consent of the Landlord.
- 5.6 Kennels or other similar accommodation for pets may not be sited at any place where it may be in view from any portion of the common property or adjoining Premises.

6 HEATERS

The Tenant shall not be permitted to use or store on the Premises any open bar, electrical or gas heaters. Any heaters to be used by the Tenant must be approved by the Risks and Special Projects Co-ordinator of the Landlord or such other person designated by the Landlord.

7 SERVANTS

- 7.1 The Tenant shall -
- 7.1.1 be responsible for the activities and conduct of his/her servants and shall ensure that his/her servants understand, and that they do not breach any rules, national legislation or local authority by-law which may affect the Premises;
 - 7.1.2 ensure that his/her servants, visitors or guests do not loiter on the common property; and
 - 7.1.3 ensure that his/her servants, visitors or guests do not cause undue noise within their sections or on the common property or elsewhere.
- 7.2 The Tenant whose servant consistently fails to abide by the House Rules may be required to remove such servant from the Premises if so instructed by the Landlord.
- 7.3 The Tenant may not request personal duties to be performed by any member of staff employed by the Landlord.

8 EXTERIOR OF BUILDINGS

- 8.1 No alterations, additions or decorations to the exterior of the Premises or to exclusive use areas or to any other portion of the common property may be made without the prior written consent of the Landlord and then only upon the terms and conditions contained in such consent.
- 8.2 No radio or television aerials may be attached to the exterior of the buildings without the prior written consent of the Landlord and then only upon the terms and conditions contained in such consent.
- 8.3 Requests for consent in terms of House Rules 8.1 and 8.2 shall be made in writing to the Landlord and shall be accompanied by plans and specifications showing the nature, kind, shape, height, material, colour and location of the proposed alteration, addition or decoration or installation of the radio/television aerial, as the case may be.
- 8.4 The Tenant shall be obliged to maintain all alterations, additions or decorations made by him/her to the exterior of the Premises in a state of good order and repair and to take all reasonable steps to keep them in a clean, hygienic, neat and attractive condition.
- 8.5 If the Tenant fails to comply with the provisions of House Rule 8.4 and such failure persists for a period of 30 (thirty) days after written notice to repair or maintain given by the Landlord, the Landlord shall be entitled to remedy the failure in question in such manner as it deems fit and to recover the cost of so doing from such Tenant.
- 8.6 Notwithstanding any approval granted by the Landlord, no alteration, addition or decoration to the exterior of a section may be undertaken until any permit or approval required from any authority has been obtained. It is the duty and responsibility of the Tenant to obtain any such necessary permit or approval.
- 8.7 Should any alteration, addition or decoration obstruct any employee or contractor of the Landlord in performing any work on the common property or common services the Tenant concerned shall be liable for any additional costs incurred by the Landlord in the performance of such work.



9 INTERIOR OF PREMISES

- 9.1 Any structural alterations, which serve more than one Premises and/or the common property, including any alternations to plumbing and electrical installations to the interior of the Premises may not be carried out without the prior written consent of the Landlord after approval has been obtained by the Tenant from the municipal authorities.
- 9.2 Any interior alternations should be carried out at reasonable hours and shall not cause any undue disturbance to tenants of neighbouring premises. The Tenant shall not, however, be entitled to interfere with electrical installations and plug points.

10 APPEARANCE FROM OUTSIDE

Suitable curtaining and/or blinds shall be hung at all times. Washing may not be hung out to dry on any part of the Premises or common property, where it is visible from neighbouring premises.

11 SIGNS AND NOTICES

The Tenant shall not place any sign, notice, billboard or advertisement of any kind whatsoever on any part of the common property or the Premises, so as to be visible from outside such Premises without the prior written consent of the Landlord first having been obtained.

12 NO LITTERING

The Tenant shall not deposit, throw, or permit or allow to be deposited or thrown on the common property any rubbish, including dirt, cigarette butts, food scraps or any other litter whatsoever.

13 STORAGE OF INFLAMMATORY MATERIAL AND OTHER DANGEROUS ACTS

The Tenant shall not store any material, or do or permit or allow to be done, any other dangerous act in the Buildings or on the common property which will or may increase the rate of the premium payable to or by the Landlord on any insurance policy, save with the written consent of the Landlord and on terms and conditions which the Landlord may in its sole discretion impose when granting such consent.

14 ERADICATION OF PESTS

The Tenant shall keep the Premises free of white ants, borer and other wood destroying insects, cockroaches and other vermin and, to this end, shall permit the Landlord or its duly authorised agents or employees, to enter the Premises from time to time for the purpose of inspecting the Premises and taking such action as may be reasonably necessary to eradicate any such vermin. The costs of the inspection, eradication of any such vermin as may be found within the Premises, and replacement of any wood or other material forming part of such Premises which may have been damaged by any such vermin shall be borne by the Tenant.



15 GENERAL

- 15.1 The Landlord or its agents shall not be liable for any injury or loss or damage of any description which the Tenant or any member of this family, his/her employee or servant or his/her relative, friend, acquaintance, visitor, invitee or guest may sustain, physically or to his/her or their property, directly or indirectly, in or about the common property, its amenities or the Premises or for any act done or for any neglect on the part of the Landlord or any of the Landlord's employees, servants, agents or contractors.
- 15.2 The Landlord or its agents shall not be liable or responsible in any manner whatsoever for the receipt or the non-receipt and delivery or non-delivery of goods, postal matter or any other property.
- 15.3 No business or trade may be conducted on the common property.
- 15.4 No auctions or jumble sales may be held on the common property.
- 15.5 No firearms or pellets guns may be discharged on the common property.
- 15.6 No stones or solid objects may be thrown or propelled on the common property or from the Premises.
- 15.7 The Landlord shall be entitled from time to time to specify such House Rules as may be required to facilitate the efficient management of the Buildings and/or for the general benefit of the Tenant. Such House Rules shall be binding upon the Tenant who shall ensure due compliance by his/her servants, employees, invitees, guests, and the like with such House Rules.
- 15.8 Common property and garden areas must at all times be kept neat and tidy.
- 15.9 Should the Tenant or his/her visitors cause any damage of whatsoever nature to the common property, the Tenant shall be liable to reimburse the Landlord for the costs of repairing such damage.
- 15.10 Tools and other equipment must not be kept in any place where they will be visible from neighbouring premises or any portion of the common property.

16 GARDENS

- 16.1 No plants may be planted on the common property, unless specifically authorised by the Landlord in writing.
- 16.2 An owner may not plant trees or shrubs unless the type thereof has been approved by the Landlord in writing.
- 16.3 Gardeners and cleaners employed by the Landlord are forbidden to effect any private work for the Tenant, unless specifically authorised thereto by the Landlord.
- 16.4 The Landlord will not be held liable for any damage or loss of plants should they be damaged or lost during the maintenance, repair or painting of adjacent walls.