

PARK RULES

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1. INTRODUCTION

- 1.1. This document contains the rules of management, maintenance, and use of the unit, building, common areas and the property (collectively called “the Park”), as well as general information for the smooth and efficient running of the Park.
- 1.2. These Park Rules do not replace or amend any aspects of the Lease. They regulate and amplify aspects relating to the Park’s management, maintenance and use and shall be read in addition to the Lease.
- 1.3. The Park Management Team will enforce the Park Rules. Failure to comply with these Park Rules constitutes a breach of the terms and conditions of the Lease and may result in the Lease being terminated and, to the extent permitted in law, the Lessee being denied access to the Park.
- 1.4. The Park Management Team comprises of any combination of the following: a park manager, community manager and/or supporting teams such as maintenance, cleaning, and security.
- 1.5. The Park Manager is authorised to act for and in the name of the Lessor for all purposes under the Lease and Park Rules.
- 1.6. The Lessee shall direct all queries and communication to the Park Manger.
- 1.7. The Park Management Team is strictly prohibited from accepting any packages or deliveries on behalf of any client.
- 1.8. Should any conflict exist between these Park Rules and the Lease, the Lease shall prevail.
- 1.9. No indulgence or relaxation in respect of these rules shall constitute a waiver or consent or prevent their enforcement by the Lessor at any time.
- 1.10. The Lessor may amend the Park Rules occasionally and will ensure the Lessee receives a copy of any updates.
- 1.11. The Lessee must ensure its associates, including but not limited to employees, service providers, and visitors, shall, comply with the Park Rules. The Lessee will ultimately remain responsible and must bring the content to their attention.
- 1.12. Words and expressions defined in the Lease and not defined in these Park Rules shall bear the meanings assigned to them in the Lease.
- 1.13. Any right granted to the Lessor may be exercised by the Park Management and/or the Lessor’s offices, directors, team members, associates, representatives, and agents.
- 1.14. These Park Rules are in the interest of all clients; therefore, it is a function of both the Lessor and the Client to ensure that the Park Rules are adhered to.
- 1.15. Any complaints or non-compliance can be reported to the Park Management Team.

IMPORTANT CONTACT INFORMATION	
Office Hours	08h00 – 17h00 Monday to Friday
Head Office Address	51 Wale Street, Cape Town, 8001
Postal Address	P O Box 15900, Vlaeberg 8018
Head Office Contact No	087 625 0491

2. ACCESS CONTROL & SECURITY

- 2.1. Any combination of the below access control measures may be in place at the Park; please verify with the Park Manager:
 - 2.1.1. Fingerprint biometrics
 - 2.1.2. Access cards, codes, and tags
 - 2.1.3. Security boom
 - 2.1.4. Remote control
 - 2.1.5. Vehicle scanning devices
- 2.2. Any combination of the below security measures may be in place at the Park; please verify with the Park Manager:
 - 2.2.1. 24-hour manned security, including weekends and public holidays
 - 2.2.2. Electric fencing
 - 2.2.3. Remote-controlled access gates
 - 2.2.4. Monitored surveillance cameras
 - 2.2.5. Armed Response
- 2.3. All visitors must report to the security office and sign the visitors register before entering the Park. In some instances, the Lessee may be required to collect the visitor at the entrance.
- 2.4. Security has the authority to search a person who raises suspicion before allowing entry.
- 2.5. Any camera surveillance footage of the Park may only be shared with the South African Police Service on presentation of an active case number.
- 2.6. The Lessee and all clients of the Lessor with assigned parking will be issued parking stickers that must be displayed on their vehicles.
- 2.7. The Lessor is not obligated to provide security; however, for an enhanced client experience, the Lessor endeavours to provide this service. The Lessor is not responsible for the effectiveness of any system installed or any loss caused by any act or default on the part of the security personnel and/or equipment installed.
- 2.8. In its absolute discretion, the Lessor reserves the right to change any security measures and/or contractors that supply a service to the Park.

3. ADMISSION

- 3.1. The Lessor reserves the right to refuse admission to the Park where it is in the best interest of clients, its team members, and visitors to do so.
- 3.2. All persons entering the Park do so at their own risk. The Lessor shall not be responsible or liable for any injury, death or harm caused to any persons and/or loss, destruction or damage to any property arising out of any incident at or on the Park of whatsoever nature. All our rights remain reserved.
- 3.3. Discrimination and harassment will not be tolerated against any individual in our Park, including but not limited to that individual's gender, gender identity, sexual orientation, race, colour, religious beliefs and/or disability. The Lessor reserves the right to remove any persons in violation hereof, from the Park.

4. ADVERTISING AND SIGNAGE

- 4.1. The Lessee shall not be entitled to install or display any signs, branding or advertising on the Unit or the Park (including electrically lit signs, posters, placards or notices to the external windows, doors, or walls of the Unit) without the Lessor's prior written consent, which consent shall not be unreasonably withheld.
- 4.2. The Lessee shall provide the Park Manager with a design mock-up, material type and dimensions of the proposed signage for the Lessor's review. In the event of such consent being granted, the Lessee shall:
 - 4.2.1. Keep and maintain such signs in good, clean, and working order and comply with any requirements of any competent authority regulating such signs.
 - 4.2.2. All signage must comply with the Municipal by-laws, and the Lessee indemnifies the Lessor against all claims made against the Lessor by the municipality or any other competent authority because of the installation, erection or operation of the Lessee's signs. The Lessee shall be responsible for any cost incurred relating thereto.

- 4.3. The Lessee shall upon expiration or termination of the Lease, remove all signs installed and make good at its own cost the damage caused because of such removal and the Lessee shall be obliged to reinstate the areas to match the surrounding existing area.

5. ANIMALS / PETS

- 5.1. Some of our parks are pet friendly; please check with your Park Manager.
- 5.2. Subject to applicable law, the Lessor reserves the right to permit the Lessee to have a pet at the Park and restrict the number of pets a Lessee is permitted on site.
- 5.3. The Lessee may require the pet owner to produce proof of vaccination before bringing the pet to the site.
- 5.4. Keeping livestock, chickens, or other animals of a similar nature is prohibited.
- 5.5. The Lessee is responsible for any injury or damage caused by the Lessee's pet to any persons.
- 5.6. The Lessee is responsible for cleaning up after its pet.
- 5.7. The Lessor may prescribe any other conditions it may deem reasonably necessary from time to time to keep any animals.

6. ALTERATIONS AND IMPROVEMENTS

- 6.1. Should the Lessee wish to make any alterations or improvements to the Unit, the below requirements are to be followed:
 - 6.1.1. The Lessee shall present to the Lessor the full scope of work, a timeline, and credentials of the selected contractor.
 - 6.1.2. The Lessor's written consent is required before any work can commence.
 - 6.1.3. The Lessee is solely responsible for the contractor he has appointed and will ensure adherence to the Park Rules, including but not limited to the below specific rules:
 - 6.1.3.1. The contractor should hold proper and sufficient insurance for his personnel, vehicles, and equipment, as well as Public Liability Insurance.
 - 6.1.3.2. No noisy and disruptive work (such as drilling, hammering, or power tools) may be done between 08h00 and 17h00 on weekdays (excluding public holidays). Notwithstanding, the Lessee shall provide 24-hour prior written notification to the Park Manager of any disruptive work at the Unit to enable the Park Manager to notify any clients that may be impacted.
 - 6.1.3.3. Dust caused by the building must be kept to a minimum and contained to the Unit, the Lessee will be responsible for ensuring that any dust or dirt that escapes the Unit is cleaned up.
 - 6.1.3.4. Unless special permission is obtained, all building materials (including building rubble) must be stored within the Unit. Materials and/or building rubble left in the Common Area will lead to a fine not exceeding R1000 (One Thousand Rand) per night. The delivery and/or removal of these materials should not hamper or inconvenience the other clients from conducting their business.
 - 6.1.4. The Lessee is solely responsible for the cost of any alterations and improvements made to the Unit.
 - 6.1.5. Any damage caused to the Common Areas because of work being carried out on or at the Unit shall be assessed by the Lessor, and the repair and/or replacement thereof shall be for the account of the Lessee.
 - 6.1.6. The Lessee shall be liable for obtaining any compliance certificates and amendments to building plans on completion of any work undertaken and where applicable.
- 6.2. The Lessee acknowledges that any alterations or improvements of a structural nature made to the Unit shall become the property of the Lessor (unless the contrary is agreed to in writing by both parties) without any compensation being payable to the Lessee and shall remain the Lessor's property on expiration or termination of the Lease.

7. CLEANING

- 7.1. A Park Management support team member cleans the Common Areas daily.
- 7.2. The Lessee is responsible for keeping the Unit clean.

8. COMMON AREAS

- 8.1. Right of access to the Common Areas is reserved. The Common Areas shall always be under the exclusive control and management of the Lessor, who shall have the right from time to time to establish, modify, and enforce rules and regulations about the Common Areas.
- 8.2. The Common Areas shall include but not be limited to
 - 8.2.1. The Business Hub
 - 8.2.2. Shared Yards
 - 8.2.3. Logistics Hub
 - 8.2.4. Storage Hub
 - 8.2.5. Parking
 - 8.2.6. Meeting Rooms
 - 8.2.7. Gardens
 - 8.2.8. Refuse Rooms
 - 8.2.9. Toilets and Bathrooms
 - 8.2.10. Kitchen
- 8.3. The Lessee shall use and enjoy the Common Areas so as not to unreasonably interfere with the use and enjoyment thereof by other clients.
- 8.4. Book the business hub and/or meeting rooms for specific events via the Inocircle App.
- 8.5. Vandalism or unruly behaviour in the Common Areas will not be tolerated, and security shall be entitled to escort any guilty parties from the Park.
- 8.6. Any damage to the Common Areas will constitute an offence, and action shall be taken against the offending party. In addition, the cost of repairs shall be recuperated from the guilty parties where responsibility can be proven.
- 8.7. For public safety, certain activities are prohibited in or on the Common Areas; herewith is a non-exhaustive list:
 - 8.7.1. Use of explosives and fireworks or any open fires
 - 8.7.2. Use of skateboards, quad bikes, rollerblades
 - 8.7.3. Use of pellet guns, any ball play
 - 8.7.4. Hawkers or vagrants are not permitted
 - 8.7.5. Noncustomer parking will be discouraged
- 8.8. Firearms may not be discharged in the Common Area except under such circumstances which would reasonably be justified in terms of the law.

9. ELECTRICAL CONNECTIONS

- 9.1. Regarding the electricity phase type, the Park Manager can advise the Lessee what the Unit is wired for.
- 9.2. The Lessee shall not exceed the loading capacity of any electrical installation to the Unit and is prohibited from doing any work or tampering with any distribution board.
- 9.3. Should the Lessee wish to make any alterations or additions to any of the electrical wiring and/or distribution boards to the Unit, including but not limited to installing additional lights, electricity sockets, and unique disturbance-free outlets for computers, they must:
 - 9.3.1. Submit a written request to the Lessor, including the proposed plan, a timeline, and certified contractor details.
 - 9.3.2. The Lessor will assess the proposal and the capacity and capability of the system servicing the Unit.
 - 9.3.3. The Lessee will be solely responsible for all costs associated with any additional installation, including issuing compliance certificates on completion of the work.
 - 9.3.4. The Lessor will not be held liable for any loss, damage, injury, or death as caused by any installations made by the Lessee.
- 9.4. The Lessee shall acquaint itself with the billing ratios associated with its Unit.

10. EMERGENCY EVACUATION PLAN

- 10.1. Each Park has a dedicated Emergency Evacuation Plan, which the Park Manager will make available to the Lessee.
- 10.2. Evacuation Routes are displayed throughout the Common Areas.
- 10.3. It is critical that any emergency is reported immediately to the Park Management Team and/or security, these are the emergency controllers who will coordinate the evacuation and liaise with the necessary authorities, i.e., police, fire, etc.

- 10.4. All clients share joint responsibility for reporting any unusual or concerning situations and/or behaviour in others. Types of emergencies to report to the Park Management team:
- 10.4.1. Medical
 - 10.4.2. Fire
 - 10.4.3. Bomb threat
 - 10.4.4. Chemical spill
 - 10.4.5. Extended power loss
 - 10.4.6. Other (e.g., hostage situation/security threat)
- 10.5. All evacuation routes must always remain accessible and unobstructed and fire escapes and stairs must be kept clear and free of any obstruction.
- 10.6. All parking bays for emergency vehicles and access to hydrants shall always remain clear.
- 10.7. In the event the Park needs to be evacuated due to flood, fire, explosion, riot or sabotage, a siren will be set off. Where a built-in siren is unavailable, a canister siren will be used to initiate the emergency evacuation by letting off 3 x 5-second bursts.
- 10.8. All clients should immediately leave their units in an orderly manner by the most direct route and proceed to their respective assembly points.
- 10.9. Fire drills can be expected, and the Park Manager will provide advanced written notice to all clients.

11. ERADICATION OF PESTS

The Lessee shall keep the Unit free of all damage-causing insects and, to this end, shall permit the Lessor to enter the Unit from time to time for an inspection. The Lessee shall take all necessary and reasonable steps to eradicate pests. The cost of inspection, eradication of pests, and replacement of any woodwork or other material forming part of the Unit which any such pests may have damaged shall be borne by the Lessee.

12. EVENTS

- 12.1. If the Lessee is hosting an event at the Unit, the Lessee shall give the Lessor no less than five business days prior written notice to the event, which notices shall include the reason for the event, the approximate number of attendees, date, and time. Should the Lessor believe that extra security and/or cleaning team members are required, this will be discussed with the Lessee, and the additional costs will be for the account of the Lessee.
- 12.2. The Lessee is solely responsible for the proper decorum of its guests and shall be liable for any damage, loss, injury, or death that may occur because of any event hosted by the Lessee.

13. FIBRE OPTIC NETWORK AND INTERNET ACCESS

- 13.1. Please check the fibre readiness of the Park with your Park Manager.
- 13.2. Our Parks have an open network policy; however, clients must approach Cybersmart as they are the Lessor's exclusive Fibre Network Provider, and the Lessee shall deal directly with them to bring in their provider or for any network services.
- 13.3. The Lessor reserves the Right of Access to the Common Area WIFI, which shall be used for basic internet purposes such as information searches, emails, and social media. Media downloads are not permitted.
- 13.4. Users of the Common Area internet access shall not use the internet for any unlawful purposes or to harass or intimidate anyone online, circumvent any security measures on the Lessor's network resources, or infringe on any copyright.
- 13.5. Any misuse of the Common Area internet access may constitute a criminal offence, and the Lessor reserves the right to take legal action.

14. FIRE MANAGEMENT

- 14.1. The Lessee shall be responsible for the maintenance and upkeep of all fire equipment installed in the Unit including but not limited to fire extinguishers, fire alarms, and smoke detectors, and must ensure the fire equipment is readily accessible.
- 14.2. The Lessee shall inspect and test all fire equipment at regular intervals as required by law and shall promptly repair or replace any equipment found to be faulty or in need of replacement.
- 14.3. In the event of a fire, the Lessee shall immediately contact the appropriate emergency services and take all necessary actions to prevent the spread of fire, including using fire extinguishers if necessary.
- 14.4. The Lessee shall not store any flammable or hazardous materials in the Unit without the written consent of the Lessor. The Lessee shall take all reasonable precautions to prevent fires, including proper disposal of cigarettes and other smoking materials and ensuring that all electrical equipment is in good working order.
- 14.5. The Lessee shall indemnify and hold harmless the Lessor from all claims, damages, and liabilities arising out of or related to the Lessee's use, maintenance, or possession of fire equipment, or the Lessee's failure to take reasonable precautions to prevent fires.

15. FLOOR WEIGHT LOADS

- 15.1. The Lessee shall not place a load upon a floor of the Unit or Park without the Lessor's written consent, any machinery, equipment, article, or thing that, because of its weight or size, might damage the Unit or Park. To ensure proper weight distribution, the Lessor reserves the right to prescribe the weight, position and location of all equipment and fixtures, including computers and safes.
- 15.2. The Lessee is solely responsible for placing and maintaining all equipment and fixtures at its own cost.
- 15.3. If any damage is caused to the Unit because of the overload or any act, neglect, or misuse on the part of the Lessee, then the Lessee shall be liable for the repair cost.

16. FOOD UNIT

- 16.1. If the Unit constitutes a "Food Unit" in terms of the Regulations Governing General Hygiene Requirements for Food Unit and Transport of Foods, promulgated under the Foodstuffs, Cosmetics and Disinfectants Act 54 of 1972 (collectively the "Food Unit Legislation"), the Lessee shall always ensure that the Unit complies with the provisions of the Food Unit Legislation.
- 16.2. The Food Unit Legislation defines a "Food Unit" as a building, structure, stall, or similar structure, which includes caravans, vehicles, stands, or places used for or in connection with food handling.
- 16.3. The Lessee shall be liable for the cost of any damages caused by the unhygienic handling of the Food Unit and the equipment therein.
- 16.4. The Lessee shall install and maintain to the manufacturers' standards an extraction system in the food preparation area with filters to reduce odours and smoke to a minimum, together with a grease trap leading to the Unit's drainage.
- 16.5. The Lessee is subject to a hygiene inspection by the Lessor like any inspections conducted by the Department of Health, at any time, to maintain the integrity of the Park. The Lessee shall contribute to the cost of the inspection and shall at its own cost carry out any remedial work brought to light by such inspection (including but not limited to deep cleaning and pest control), failure to do so will constitute a material breach of the Lease.
- 16.6. A certificate issued by the independent service provider, whose appointment and authority need not be proved, shall constitute prima facie proof of the level of hygiene of the Unit.

17. INSTALLATIONS

- 17.1. The installation process applies to but is not limited to the below types of installations:
 - 17.1.1. Aerial
 - 17.1.2. Airconditioning
 - 17.1.3. Cameras

- 17.1.4. Electrical
 - 17.1.5. Extractor
 - 17.1.6. Gas
 - 17.1.7. Generators
 - 17.1.8. Inverters
 - 17.1.9. Plumbing & Geyser
 - 17.1.10. Solar Panels
 - 17.1.11. Telecommunication
 - 17.1.12. UPS Systems
- 17.2. The Lessee shall not be entitled to install any of the above to the Unit or any part of the Park without the Lessor's prior written consent.
- 17.3. The Lessee shall obtain the required municipal approvals before installation.
- 17.4. The cost of maintenance, servicing and repairs to any installation will be for the account of the Lessee.
- 17.5. The Lessor shall not be liable for any damage, loss or injury suffered by the Lessee by virtue of any installation malfunctioning.
- 17.6. The Lessee acknowledges that any installation installed in the Unit or any part of the Park, shall become the property of the Lessor without any compensation being payable to the Lessee, and shall remain the Lessor's property on expiration or termination of the Lease.

18. KEYS

- 18.1. Any keys, including but not limited to actual keys, remote controls, access cards, access tags, access passwords or pin numbers that the Lessee is issued with to gain access to the Park and/or Unit shall remain the property of the Lessor. The Lessee acknowledges these are transferable to any member of staff within the Lessee's business but may not be transferred to other tenants or any other person without prior permission of the Lessor and the responsibility for any keys remains with the Lessee.
- 18.2. The Lessee is not permitted to make copies of any keys/remote controls/access cards or tags.
- 18.3. The Lessee needs to inform the Park Manager immediately on the loss or damage of any key/card/tag, and the Lessee shall be responsible for the cost of the replacement.
- 18.4. Upon termination of the Lease or when the Lessee vacates the Unit all such keys, as well as any remote controls and/or access cards which were provided to the Lessee, must be returned to the Lessor. Failure to do so will result in the Lessee being charged for the replacement thereof.

19. LEGAL COMPLIANCE

- 19.1. All activities of whatever nature undertaken in the Unit the Park, relating to the client's business operations and/or, any relating but not limited to any alterations, improvements and/or installations shall be done in accordance with the Park specific regulations and the prevailing South African legislation that may be applicable, including but not limited to the following
- 19.1.1. National Environmental Management Act
 - 19.1.2. Occupational Health and Safety Act
 - 19.1.3. National Water Act
 - 19.1.4. Construction Regulations
 - 19.1.5. Municipal By-Laws
 - 19.1.6. The Tobacco Products Control Act 83 of 1993
 - 19.1.7. Firearms Control Act 60 of 2000
 - 19.1.8. Protection of Personal Information Act 4 of 2013
 - 19.1.9. Liquor Act No 59 of 2003

- 19.2. The Lessee shall ensure that all contractors and associated parties comply herewith.
- 19.3. In addition, the Lessee shall comply with all laws, by-laws and regulations relating to the Lessee's business conduct and/or the Unit and shall not contravene any of the conditions of title under which the Park is held by the Lessor or any provisions of the Town Planning Scheme applicable to the Park.

20. LIFTS, DOCK LEVELLERS AND CRANES

- 20.1. In the event there are any lifts, dock levellers and/or cranes installed at the Park, then these are used solely at the risk of the Lessee, the Lessor makes no warranty as to the load bearing and working capacity of these items.
- 20.2. The Lessor shall not be responsible for any loss, damage or injury sustained resulting from the Lessee's use of the lifts, the Lessee hereby indemnifies the Lessor against any claim in connection with any mechanical failure and/or malfunctioning of the lifts.
- 20.3. The Lessor shall operate, maintain, and repair the lifts, and the Lessee shall be liable for its proportionate share of the cost of the operation, maintenance and/or repair of the lift.
- 20.4. No goods, packing cases, furniture, safes, or similar items shall be taken into the passenger lifts of a Park without the prior written consent of the Lessor.

21. LOADING BAYS AND DELIVERIES

The Lessee shall use the designated loading bays to load and offload goods in and to the Unit, however, in doing so, the Lessee must take care not to block any of the driveways of the Park and to ensure other clients will have free access to their leased unit and will be able to drive unhindered within the Park.

22. LOADSHEDDING

- 22.1. Due to load shedding, backup power sources may be installed at the Park, please check this with your Park Manager. This may include but is not limited to generators, solar panels, inverters, and UPS systems.
- 22.2. The Lessor is not obligated to have backup power installed at the Parks.
- 22.3. The backup power equipment may generate noise and emissions that may cause a disturbance or be harmful. The Lessee shall indemnify and hold harmless the Lessor from all claims, damages, and liabilities arising out of or related to the Lessee's use of any backup power sources installed at the Park.
- 22.4. The Lessee shall take all necessary steps to secure its Unit and equipment against load shedding.

23. MAINTENANCE AND REPAIRS

- 23.1. The Lessee shall, at its own expense throughout the Lease, maintain in good order and condition the interior of the Unit, including any fixtures and fittings in or on or dedicated to the Unit and repair or replace any fixtures and fittings that are damaged or lost as caused by the Lessee.
- 23.2. Fixtures and fittings shall mean all the installations and appliances in the Unit and include without prejudice to the generality of the term, any keys, locks, bolt catches, windows (including window frames), doors (including door frames), office partitions, all types of lights, telephone connections, floor coverings, plumbing and sewerage up to the main sewer line, toilet bowls and cisterns, basins, water taps and fittings, geysers, air conditioning equipment, roller shutter doors, ventilation and extraction fans, lifts, firefighting equipment, walls and ceilings in or on or dedicated to the Unit.
- 23.3. Any repair or replacement that the Lessee fails to make after 3 (three) separate written notifications from the Lessor; each notification with a 7 (seven) business day period for the Lessee to rectify the damage or loss, then the Lessor shall undertake the repairs and or replace the lost item and charge the Lessee for the cost thereof, plus a 15% (fifteen per cent) administrative fee of the total invoice.
- 23.4. The Lessee shall maintain and not remove any such fixtures and fittings either during the currency of the Lease, or when vacating.

23.5. The Lessee acknowledges that any fixtures and fittings in the Unit installed by the Lessee shall become the property of the Lessor without any compensation being payable to the Lessee and shall remain the Lessor's property on expiration or termination of the Lease.

24. NOISE, NUISANCE AND HABITATION

24.1. The Lessee may not create a nuisance or disturbance (whether through the noise, emissions, odours, dust or debris or any other manner) on or in the Park.

24.2. The Lessee is to ensure that the use of a P. A sound system, manufacturing noises, testing of equipment or any loud noise of any nature does not create interference or disturbance to any other clients of the Park.

24.3. The Lessee shall ensure that its use of the Unit and of the Common Areas is conducted in such a manner as not to detrimentally affect the rights and interests of the other clients of the Park.

24.4. Overnight stays or residing in the Unit or anywhere in the Park is strictly prohibited.

25. PARKING AND TRAFFIC

25.1. The Lessee shall comply with any access control and management systems in place or introduced by the Lessor.

25.2. Truck access is subject to height and weight restrictions, as this may cause damage to the Common Areas when turning or manoeuvring. Please check this with the Park Manager.

25.3. Vehicles may only be parked in areas designated for parking, including those earmarked for visitors, and/or loading. Any contravention hereof may lead to the vehicle's wheel being clamped and released on payment of a fine.

25.4. The Lessee shall use the parking bays dedicated to it in the Lease, which shall be used for the sole purpose of parking motor vehicles.

25.5. The Lessor reserves the right to relocate the Lessee to an alternative parking bay. The Lessor shall exercise such right with one month's written notice.

25.6. A speed limit of 20km/h applies within the Park.

25.7. All parking bays will be unreserved from 5 pm to 5 am on Mondays to Fridays and from 1 pm on Saturdays to 5 am on Mondays.

25.8. No vehicles may be serviced, repaired, or washed on the Common Area.

25.9. No hooting, revving, skidding, or screeching of tyres shall be permitted on the Common Area.

25.10. All clients shall ensure that their vehicles do not drip fluids on the common area or in any other way defacing the common areas. Should spills occur any cost incurred to remove such spills will be for the driver's account.

25.11. The Lessee shall not be entitled to claim any adjustment or remission in the parking rental for any reason.

25.12. In the event of an emergency, the Lessor shall be entitled to move or drive any vehicle whilst in the Park.

25.13. Any abandoned vehicle, and for clarity this would be any vehicle parked overnight consecutively for 3 (three) days without the Lessor's prior written consent shall be removed, towed away or its wheels will be clamped. the Lessor may further determine a reasonable penalty, which is to be paid by the owner of the vehicle for the release of the vehicle and to recover the costs of process.

26. PENALTIES / FINES

26.1. If the conduct of a Lessee constitutes a breach of the provisions of the Park Rules, the Lessor will request the contravention be rectified.

26.2. Should the Lessee fail to remedy the contravention within the requested time frame and/or the contravention persists the Lessor may impose a reasonable penalty or fine until the matter is resolved. See below table for an indicative penalty/fine amount, which is subject to change.

OFFENSE	PENALTY CHARGE
Reckless driving	R500
Smoking in a non-smoking area	R500
Wheel clamping release fine	R1000
Nuisance, disturbance, noise	R1000
Dumping	R1000
Contravention of other rules	R500 – R2000

26.3. The penalty imposed shall be communicated in writing to the Lessee, effective on the date of the notification, and must be paid within 30 (thirty) days thereafter. Failure to pay any penalty may lead to further legal action.

27. REFUSE REMOVAL

27.1. Any combination of the below may be found at your Park, please check with the Park Manager:

27.1.1. Refuse room

27.1.2. Municipal or privately operated service provider Refuse Bins

27.1.3. Waste Skips

27.2. Refuse is collected once a week, on a day and time as determined by the municipality and/or service provider, the Lessee is responsible for getting their waste to the designated refuse areas.

27.3. Wet refuse, building rubble, and large metal objects must not be placed in the refuse bins, the Lessee must plan with local authority to remove this type of refuse.

27.4. Waste may not be left in driveways or Unit entryways.

27.5. The Lessee must familiarise itself with the refuse removal billing ratio for its Unit.

28. REINSTATEMENT

28.1. Notwithstanding anything to the contrary contained in the Lease the Lessee shall at its own expense at the expiry or termination of the Lease, reinstate the Unit to "base building condition", fair wear and tear excepted.

28.2. The Lessee may, provided that the Lessor has agreed thereto in writing, offer to pay a cash settlement in lieu of its reinstatement obligations, kindly discuss this with the Park Manager.

28.3. All installations forming part of the Unit whether installed by the Lessee or Lessor shall remain the property of the Lessor, and the Lessor shall provide written notification should they wish the Lessee to remove any installation on exiting the Unit.

28.4. For clarity "base building condition" shall include but not be limited to any or all the following:

28.4.1. The Lessee reinstating all alterations, additions or improvements and removing any signs, fixtures, fittings, plant and machinery or trade fixtures.

28.4.2. Restoration of the standard floor finishes as at the Lease Start Date.

28.4.3. Repairing damage to walls and repainting thereof with two coats of paint as specified by the Lessor.

28.4.4. Repair or replacement of any broken or damaged or missing items including but not limited to roller shutter doors, light fittings, doors, windows, and floor skirtings.

28.4.5. Return all remote controls to air-conditioners, keys and access cards and parking cards issued by the Lessor.

29. ROOF, METER ROOMS, SOLAR PANELS AND MACHINE ROOMS

The Lessee is strictly prohibited from entering the Parks roof areas, meter rooms, solar panels and machine rooms without the Lessor's prior written consent.

30. SMOKING

- 30.1. The Lessor may, but is not obligated, to provide designated smoking areas in the Park, kindly verify these locations with the Park Manager, smoking will be permitted in these specified areas.
- 30.2. All remaining areas of the Common Areas, including but not limited to the passages, and basement parking are non-smoking areas, including the use of e-cigarettes and vapes.
- 30.3. Anyone caught smoking in a non-smoking area shall receive one verbal warning, thereafter the Lessee of the Unit to whom the offending party is linked shall be fined as per the penalties and fines clause.

31. STORAGE

- 31.1. The Lessee shall not place or keep in the Unit the below:
 - 31.1.1. Large quantities of perishable goods not properly packaged and that may attract vermin.
 - 31.1.2. Combustible, flammable, explosive or oxidising materials, liquids or gases e.g. paint, petrol, oil, cleaning solvents, gas cylinders, fireworks.
 - 31.1.3. Chemicals, compressed gases, radioactive materials, biological agents, waste materials, asbestos, toxic or hazardous materials of a potentially dangerous nature.
 - 31.1.4. Any substances, items or goods prohibited by law.
 - 31.2. Within reason and excluding illegal goods, the Lessee may make a written request to the Lessor for permission to store these goods. Any permission granted by the Lessor shall not constitute a waiver or abandonment of its rights and the Lessee remains solely responsible for the storage of such goods and any cost, loss, damage, injury or death that may occur as a result thereof.
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