



LEOPARD SAFARI LODGE – USER AGREEMENT

Annexure "B"

USE AGREEMENT LEOPARD SAFARI LODGE.

The company and the member hereby contract on the terms and conditions set out herein

SCHEDULE OF DEFINITIONS

1. Unless inconsistent with or otherwise indicated by the context, the following words and expressions shall bear the meaning assigned to them hereunder.
 - 1.1 "The company" Copper Eagle Trading 216 T/A LEOPARD SAFARI LODGE
 - 1.2 "The member" _____ its successors and assigns.
 - 1.3 The share block" Share Block Nos. (week.....)
In the share capital of the company and to which the use of the section is linked Pursuant to the Articles of Association of the company.
 - 1.4 The developers" LEOPARD SAFARI LODGE
 - 1.5 "The buildings" the buildings known as LEOPARD SAFARI LODGE which are on the property.
 - 1.6 "Chalet/Section" any chalet in the building on the property, which is furnished pursuant to clause 2.6 Below and which provides sleeping accommodation for either two, four, six, eight or ten persons and which is linked to a share block pursuant to the Articles of Association of the company.
 - 1.7 "The movables" means the furniture, fixtures, furnishings, bed linen, refrigerators and other movable items in the section from time to time.
 - 1.8 "The plans" the plans annexed hereto.
 - 1.9 "The exclusive use areas" The terraces, stoeps and balconies allocated to the chalets on the plans.
 - 1.10 "The levy quota" the fraction used as the basis for determining the member's share of the costs and expenses contemplated in Section 13(1) of the Act and which is reflected in Clause 3.2.6 below.
 - 1.11 "The effective date" is the date of architect's certificate of occupation (which date shall be a date within two years from date of signature hereof) or the date of the initial occupation period whichever is the latter.
 - 1.12 "The act" Shall mean either one or all of the following: The Share Blocks Control Act, Act 59 Of 1980, as amended; Property Time-Sharing Control Act, Act 57 of 1983 as amended; The Companies Act, Act 61 of 1973 as amended; and any regulations promulgating in terms of the Acts from time to time.
 - 1.13 "The sectional titles act" The Sectional Titles Act, 1971.
 - 1.14 "The rules" the rules (including any house rules and regulations made thereunder) contained in Schedule 1 and Schedule 2 of Annexure "D" hereto or any amendment thereof from time to time in force.



LEOPARD SAFARI LODGE – USER AGREEMENT

- 1.15 "The directors" the directors of the company
- 1.16 "Levy fund" the fund established by the company .
- 1.17 "The scheme" the share block operated by the company in respect of the buildings owned by it.
- 1.18 "Use" use as contemplated by the Acts.
- 1.19 "The operating company" LEOPARD SAFARI LODGE
- 1.20 "The architect's certificate" the certificate issued by the architect in respect of the chalets which have been erected, certifying that they have been erected in accordance with the approved plans and that they are suitable for occupation and in respect of the chalets which have not yet been erected, that they have been erected in accordance with the approved plans and that they are suitable to occupation.
- 1.21 "The manager" the person appointed from time to time to manage and supervise the property and the Scheme conducted thereon.
- 1.22 "The perpetual ownership" the owner of the share block shall be entitled to the use of the chalets subject to the terms of the Use Agreement in perpetuity, which may only be altered by way of a court order or agreement between the parties.
- 1.23 Any reference to the member shall when used in the context of the occupation and use of the chalet and the common property, include the member, any person to whom the member has temporarily or permanently transferred hi right of occupation in terms thereof and the members of their respective families, their invitees, guests, servants, employees, tenants and agents.
- 1.24 words signifying the singulars shall include the plural and visa versa and words importing one gender shall Include the other.
- 1.25 Have as provided herein, or unless the context otherwise requires, word and phrases defined or used in the Act or the Sectional Titles Act shall have the same meaning in this agreement.
- 1.26 The clause headings in this agreement have been inserted for reference purposes only, and shall not be taken into account in interpreting it.

2. OCCUPATION

- 2.1 From the effective date the member shall for as long as he continues to hold the share block and complies with Provisions of this agreement:
- 2.1.1 be entitled for the duration of the time unit during each calendar year, to the exclusive use and enjoyment of the chalet, the exclusive use areas and the movable property and until redemption of the shares in terms of the Articles of Association of the company;
- 2.1.2 be entitled during the same period to the use and enjoyment of those parts of the common property not subject to rights of exclusive use by other members in terms of the scheme; and
- 2.1.3 be entitled to sublet the section in terms of Clause 8 hereof.
- 2.2 If the member does not intend to exercise his rights in terms of Clause 2.1 during any time unit, he may, not less than 6(Six) weeks before the commencement of the time unit, notify the operating company in writing. In such event the members have the full right to sell the week.



LEOPARD SAFARI LODGE – USER AGREEMENT

- 2.3 The member shall have the right during the week to the use of the common property.
- 2.3.1 to such terms and conditions as may be imposed by the directors from time to time.
- 2.4 The rights of the members hereunder shall endure in perpetuity.
- 2.5 The member acknowledges that he will have no rights to participate or have any interest in the business of businesses conducted from time to time by the owner or any occupant of any part of the property not subject to the Time-Sharing Scheme.
- 2.6 The premises shall be used by the member for residential purposes only and for no other purpose whatever. The premises shall be used personally by the member and members of his family or his invitees, provided that in any event the number of users of the premises shall not exceed the number of persons prescribed at any time without the prior written consent of the Manager. In the event of the rights of use herein being held by a company or other body corporate, the premises shall only be used by such person and members of his family or his invitees who may be nominated from time to time by the said company or body corporate, which use shall be subject to the restrictions as to the number of users at any one time, and further shall be subject to the prior approval of the Manager in the ordinary course of business, which approval shall not be unreasonably withheld.
- 2.7 No liability shall rest upon the company for –
- 2.7.1 anything done or omitted by the Manager from time to time; and
- 2.7.2 any interruption or failure of electrical and/or water services that may be supplied or any other municipal or other services to the property, irrespective of the cause thereof nor for any consequential damage the member may suffer by reason of such failure or interruption.
- 2.8 FURNISHING AND MAINTENANCE OF CHALETS
- 2.8.1 In respect of Time-Sharing Chalets
- 2.8.1.1 The premises shall be furnished and provided with the movable property which in terms of the annexure hereto is specified for such premises, it being recorded that the movable property is the property of the company and that nothing in this agreement shall vest the member with the ownership of any such movable property or entitle him to remove any such movable property from the premises during or upon termination of any week that the premises are used by the member. Notwithstanding the foregoing, the company shall be entitled from time to time with the authority of a resolution of its directors to vary or add to the movable property described in the annexure hereto, provided that such variation or addition shall not result in any substantial change in the general nature or standard of such movable property and provide further than any major refurbishment of the premises (whether alone or together with other premises) shall require the approval of the company in General Meeting.
- 2.8.1.2 The company shall fully service the chalet or procure that the chalet is fully service and without detracting from the generality of the foregoing, the company shall in particular, clean the rooms every day and supply a change of linen once a week. The company shall also furnish the following i.e. all furniture, fixtures, fittings, furnishings, refrigerators, stoves and bed lined and shall subject to the provisions of this agreement regarding the replacement by a member maintain the abovementioned items in a good, clean and usable condition.
- 2.8.1.3 recover the costs of such repairs and maintenance from the member. To this end the manager of the company shall be entitled at all reasonable times to inspect, such improvements and shall furthermore at all reasonable times be entitled to access to the improvements of purposes of carrying out all necessary repairs and renovations at the expense of the member should the member fail to do so.
- 2.9 If at any time the premises require to be refurbished or renovated, the company, the developer, or the manager shall be entitled themselves and their respective contractors and workmen during normal business hour to access to the premises for the :



LEOPARD SAFARI LODGE – USER AGREEMENT

- 2.9.1 purposes of carrying out such works as may be required to be done from time to time provided always that the company and the developer will use their respective best endeavors to procure that such works are preferably carried out during the maintenance week, if any. If the member or any person using the premises however suffers any inconvenience from such operations conducted in any other part of the building, the member and such other person shall have no claim whatever against the company, the developers or the manager.
- 2.9.2 In the event that the refurbishing or renovation operations referred to the above are such as to deprive the member or any person lawfully claiming use of the premises or beneficial use thereof or should the premises for any reason at any time and from time to time not be available for use, no claim whatever will arise against either company, the developer, or the manager, but the company, the developer, or the manager shall be entitled to provide the member or such other user, without extra cost to the member or other user with substantially equivalent temporary accommodation elsewhere in the scheme for the duration of the relevant week of for such time as the premises are not so available as the case may be.
- 2.9.3 If any dispute arises at any time as to whether the member or other user aforesaid is unable to enjoy beneficial use of the premises at any time, such dispute shall be determined by the manager who is making such decision shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the member or such other person.
- 2.10 Notwithstanding anything to the contrary herein contained in the event that the manager is of the opinion that the admission to use any part of the property by the member or any person claiming any right to use the premises through or at the instance of the member, would result in or constitute a contravention of any law the manager will be entitled to refuse admission to the property by the member or such person, or if such person had gained admission thereto, to require or cause the member or such person to leave or vacate the property forthwith.
3. CONDITIONS OF OCCUPATION
- 3.1 From the occupation date the member –
- 3.1.1 Shall at all times as long as this agreement shall remain in force, comply with the provision of Section 32 (excluding Section 32 (f)) of the Sectional Titles Act and with the rules as if he were the owner of the chalet in terms of the Act and procure compliance with the rules by a member of the family, invitees, guest, servants, employees, tenants and agents. Provided that such of the provisions of the Sectional Titles Act and the rules as cannot, under the circumstances, be applicable or are impliedly substituted by the provisions of this agreement, shall not be binding on the member.
- 3.1.2 shall waive all claims against the company for any loss or damage to property or any injury to person which the member may sustain in or about the chalet, the building or the common property and indemnify the company against any such claim that may be made against the company by any member of the member's family or members invitees, employees, or agents for any loss or damage to property or injury to person suffered in or about the chalet or the common property howsoever such loss or damage to property or injury to person may be caused;
- 3.1.3 shall be liable for and pay to the levy fund and annual levy for each week owned, of the amount hereinafter determined.
- 3.2 LEVY
- 3.2.1 The directors of the company shall establish and maintain a levy fund to which end they shall from time to time make levies upon members of the company in such amounts as are in their opinion sufficient for the repair, upkeep, control, management of the property and administration of the company and of those portions of the property for which individual members are not personally liable, for the payment of rates, taxes and any other local authority charges on the property, any charges for the supply of electric current, gas, water, fuel, sanitary and other services to the property for which the individual members are not personally liable, and services required by the company for the covering of any losses suffered by the company, the payment of any premiums of insurance and for the discharge of any other obligation of the company and the company is authorized to employ and remunerate such persons as may be necessary to fulfill any function of maintenance and or control.
- 3.2.2 The directors shall estimate the amount which shall be required by the company to meet the aforesaid expenses during each operational year or any portion thereof, together with the estimated deficiency, if any, as may have



LEOPARD SAFARI LODGE – USER AGREEMENT

resulted from the preceding operational year of portion thereof, and shall make a levy upon the members of the company equal as nearly as is reasonably practicable to such estimated amount. The directors may include in such levies an amount to be held in reserve to meet any anticipated future expenditure not of an annual nature, such as the expenses to be incurred for the redecoration or renovation of the company's property and for the replacement of any movables or any part thereof.

- 3.2.2.1 The purchaser acknowledges being aware of the provision of the Articles of Association of the company with regard to the levies which will be calculated and raised by the directors of the company, and are payable in terms of the Articles of Association of the company.
- 3.2.2.2 The costs of which service fee is raised and consists of two basis Categories:
- (i) Cost to be borne exclusively by the holders of share blocks conferring Time-Sharing interest.
- 3.2.3 The total levy for weeks owned shall be made payable annually on the 1st day of the financial year. The Company's financial year is the 1st day of February day of particular year. Should the levy not be paid on the 1st day of the financial year then and in that event the company shall be entitled to charge interest on the arrear levies at the maximum interest allowed by law.
- 3.2.4 The directors may from time to time make special levies upon the members of the company in respect of all such costs, expenses and requirements as are mentioned in Clause 3.2.1 and such levies may be payable in one sum or by such installments and at such time as the directors shall think fit.
- 3.2.5 Notices shall be given in respect of levies payable by members of the company and such notice shall be subject to the provision relating to notice in the Articles of Association.
- 3.2.6 Every levy which is made by the directors pursuant to these provisions shall be made and levied for each week or portion of week owned by the member and furthermore taking into account the size of the chalet owned.
- 3.2.7 Any amount due by the member by way of a levy or installment of a levy shall be a debt owed by the member to the company and shall be recoverable by the company and any arrear amounts in respect of the levies shall bear interest at the rate equivalent to a rate equal to the maximum rate referred to in the Usury Act and promulgated thereunder by the Minister from time to time. The obligation of a member to pay a levy shall cease upon the lawful termination of the member's right of use, save that any arrear levies to the date of such termination shall nevertheless be recoverable from the member. No levies and no part of any levy paid by a member shall be refundable by the company on the termination of a member's right of occupation.
- 3.2.8 Should the member be in arrear with any levy obligation, he shall not be entitled to occupy the chalet for his period until such time as has paid all his arrears; before a member may exchange, space bank the unit. The levy must be paid up to date.
- 3.3 The company shall at all times be and remain the owner of the movables and the member agrees that the member's right to the use of the movables shall be limited to the time unit/s and that the member shall not be entitled to remove any of the movables from the chalet. The member shall be obliged to exercise reasonable care to ensure that the movables are maintained in good order and repair. If at the end of the time unit the company, in its sole discretion, determines that any of the movables have been damaged or removed, then the member shall upon request pay the costs of replacement of or repair of any particular item, which amount shall be payable in addition to the levy, fair wear and tear of the movables expected. The member hereby waives all claims against the company for any loss or damaged property or any injury to person which the member may sustain in or about the chalet, the building or the common property and indemnifies the company against any such claim that may be made against the company by any member of the member's family or the member's invitees, employees, or agents for any loss or damage to property or injury to person suffered in or about the chalet or the property howsoever such loss or damage to property or injury to person may be caused.
- 3.4 The company shall be entitled to deny the member access to the chalet until such time as he has paid any levy due in terms hereof together with any accrued interest or costs in connection therewith.



LEOPARD SAFARI LODGE – USER AGREEMENT

3.5 The company shall fully service the chalet if fully serviced and without detracting from the generality of the foregoing, the company shall, in particular, clean the rooms everyday and supply a change of linen once a week. The company shall also furnish the following i.e. all furniture, fixtures, fittings, furnishings, refrigerators, stoves and bed linen and shall subject to the provision of this agreement regarding replacement by a member maintain the abovementioned items in a good, clean and usable condition.

4. OBLIGATIONS OF THE COMPANY

4.1 The company and the directors shall, in respect of the building, the common property, the chalet, the member and the scheme:-

4.1.1 Maintain the exterior portion of the property, including the pool, garden and all roofs and gutters, in good repair and from time to time and as and when necessary, renovate and repair the same.

4.1.2 Maintain in good order and repair and in a clean and tenable condition the interior of each chalet and all such other portions of the property which are not reserved for the exclusive use of the member.

4.1.3 Effect such insurances over and in respect of the property against damage in accordance with the relevant resolutions passed by the members of the company from time to time at general meetings of the company and renew such policies.

4.1.4 Maintain in good order and repair and in a clean and usable condition all the furniture, furnishings, fixtures, fittings, refrigerators, glassware and shall replace such items and maintain them to their original standard during the currency of this agreement.

4.1.5 These obligations shall be financed from the levy fund.

4.1.6 Insofar as may be necessary ensure that all or any functions referred to above which are to be carried out by the manager in terms of the agreement, are in fact carried out by the manager and to ensure the fulfillment by the manager of its obligations in terms of the agreement.

5. LOAN OBLIGATIONS

5.1 The member assumes no responsibility for that portion of the loan obligation attaching to the share block purchased by himself, as these obligations have been assumed in its entirety by Leopards Safari Lodge.

6. VOETSTOOTS

Occupation of the chalet is accepted by the member voetstoots without any warrant or representation of any nature whatsoever.

7. SECURITY

As security for the due and punctual performance of all his obligations in terms hereof, the member hereby pledges the share block and the member's interest in this Use Agreement and his right of occupation in terms thereof, to be company. The company shall be entitled at any time as its direction to call upon the member to deliver the member's copy of the Use Agreement and the shares together with duly signed share transfer forms in respect of the share block to the company in order to perfect the pledge (subject to the preferent rights of any other person).

8. CESSION OF MEMBER'S RIGHTS AND LETTING



LEOPARD SAFARI LODGE – USER AGREEMENT

- 8.1 The member shall only be entitled to cede his interest in this agreement if simultaneously therewith he transfers his shares in the manner provided by and subject to the Articles of Association of the company and the terms of his agreement, and thereby confers upon such person the exclusive use and enjoyment of the chalet. If however, a purchaser has purchased the shares on suspensive conditions and has not yet taken transfer of those shares, such purchaser shall be required to obtain the prior written consent of the seller to the resale of those shares and the cession of his rights herein. Before transfer is effected in to the name of the transferee, the company shall require satisfactory proof that the member has ceded his interest in this agreement to the transferee, and that the transferee has duly assumed all the transferor's obligations to the company.
- 8.2 The member may freely let the chalet for the duration of his time unit or allow another or others to occupy the chalet during such time unit, provided that such other persons sign an undertaking to be bound by the provisions of this Use Agreement provided that for all purposes of this agreement any act or omission on the part of any occupant of the Time-Share chalet including a lessee, sub-lessee or occupant of the user of the Time-Share chalet or invitee of the purchaser, shall be deemed to be the act or omissions of the purchaser.

9. RIGHTS OF THE COMPANY

- 9.1 should the member fail to maintain the said chalet in good order and condition, the company shall, after 14(Fourteen)days written notice to the member, be entitled, without prejudice to any other rights it may have, to put the same into good order and condition at the expense of the member, and to recover from the member and expenditure thereby incurred.
- 9.2 The company's duly authorized agent or workmen shall be permitted to enter the chalet at any reasonable hour of the day, if authorized by the directors or by the secretary, manager or supervisor acting under powers delegated by the directors, in order to examine the same or to effect repairs thereto, or to any part of the building. If the member shall not be personally present to open the chalet at any time when for any reason entry be necessary or permissible, then the secretary or manager or supervisor or other duly authorized agent of the company shall be entitled to enter chalets, without being liable to any claim or cause of action for damaged by reason thereof, provided that during such entry person shall take reasonable care not to cause damage or loss to the member's property.
- 9.3 If the member fails to discharge any of his obligations in terms hereof, the company may, without detracting from any other rights it might have and without notice discharge such obligation on the member's behalf and recover the costs of doing so from the members.
- 9.4 The company may, at any time the body of members present at the relevant meeting consider that the persistent acts or omissions of a member are prejudicial to the enjoyment of other members or to the general harmony of the chalets, compel a member, by resolution, to sell this share block and cede his Use Agreement for a cash consideration, to any person nominated by the directors of the company. The cash consideration shall be the cash price at which a similar share block and Use Agreement were last sold or the best possible cash which can be obtained within 90 (Ninety) days, whichever is the lower.

10. TERMINATION

TERMINATION ON BREACH

This agreement shall remain in full force and effect unless cancelled by the Seller under the following conditions:

- 10.1 If the member fails to pay any amount owing to the company on due date and thereafter fails for a further period of 14 (Fourteen) days after notice by the company to the member to pay such amount; or
- 10.2 if the member breaches any of the terms or conditions of this agreement, which breach is capable of being remedied, and fails to remedy that breach within 14 (Fourteen) days after notice by the company to the member require it to do so; or



LEOPARD SAFARI LODGE – USER AGREEMENT

- 10.3 if the member breaches any of the terms or conditions of this agreement, which breach is not capable of being remedied, either within the period of notice referred to in Clause 10.2 or at all, and at any time within a period of 6 (Six) months after notice has been given to the member by the company requiring the member not to commit any further breach of this agreement, the member commits such a further breach;
- 10.4 or should the member:
- 10.4.1 cause any material damage to the premises or any other part of the property;
- 10.5 then the company shall be entitled, without prejudice to any other rights which it may have (and in particular without prejudice to its right to claim and recover damages suffered by the company as a result of such breach) to cancel the agreement; and
- 10.5.1 to declare all amounts owing by the member to the company, whether then due and payable or not, immediately due and payable, and the member shall in such event be liable to make immediate payment of such amounts;
- 10.5.2 to obtain repossession on the chalet;
- 10.5.3 as agents for and on behalf of the member, to let the chalet and to collect all rents and monies payable by the tenant under such lease, and to deduct therefrom any monies whatsoever that may be owed by the member to the company; and/or
- 10.5.4 to sell or dispose of or realize in any other manner (on such terms and conditions as the company may in its sole discretion deem fit) the rights pledged by the member to the company in terms of Clause 7 hereof.

11. BUILDINGS

If the buildings are damaged or destroyed, the company agrees that it will as soon as is practicable repair or rebuild the same. The member shall have no claims against the company by reason of the chalet being unfit for occupation or for any other reason whatsoever. The company however reserves to itself the right to change or vary the form of construction of the building or chalet on such rebuilding or repairing but the member shall have the same accommodation as regard the position and area of building enjoyed by him prior to destruction in such altered or varied construction. Notwithstanding the above, the company shall not be bound to expend any more in fulfilling any of its obligations than that sum which it may receive from its insurers arising from any of the aforesaid contingencies.

12. RULES

The rules (as set out in Annexure "D") may be varied by the company prior to adoption :-

- 12.1 so as to confer the exclusive rights of use of exclusive use areas in accordance with the provision of this agreement and Annexures "A" and "B" ;
- 12.2 so as to comply with the requirements of any future bondholder;
- 12.3 in the variation is of a formal nature only; or
- 12.4 if the company reasonably believes the amendment is necessary or desirable for the proper management and administration of the scheme.



LEOPARD SAFARI LODGE – USER AGREEMENT

13. WARRANTIES AND REPRESENTATIONS

The company hereby warrants :-

- 13.1 that save as provided in Clause 22, the developer has conclude or will conclude a written agreement of use the company in respect of each chalet in the building, each of the agreements being subject to the same terms and conditions and are herein contained, save that exclusive use areas will be allocated in terms hereof; and
- 13.2 the company will not permit any amendment, addition or alteration to the Use Agreement pertaining to any chalet without approval by special resolution of a general meeting of the company of such change, addition or amendment or alteration.

GENERAL

14. No relaxation which the company may allow the member at any time in regard to the carrying out of any of the member's obligation in terms of this agreement shall prejudice or constitute a novation or a waiver of any of the company's rights in terms of this agreement.
15. This agreement contains all the terms and conditions of the agreement between the company and the member relating to the subject matter thereof, and the company has made no representation, give no warranties and agreed on no terms in regard to such subject matter other than as stated herein.
16. The member shall not be entitled to retain or delay payment of any amount owing to the company in terms of this agreement on the grounds that there is any defect in the chalet.
17. No variation of this agreement shall be of any force or effect unless reduced to writing and signed by the company and the member.
18. It is expressly agreed that this agreements does not constitute a lease or any form of tenancy.
19. If any provisions of this agreement conflict with the Act, the Act shall prevail.
20. The developers warrant that :
 - 20.1 They will conclude written agreements of use with the company in respect of each chalet for each period in the property, each of the agreements being subject to the same terms and conditions as are herein contained, except insofar as any variation thereto arises by virtue of Schedule "A" hereto.
 - 20.2 No latitude, relaxation or indulgence or extension of time which may be given to the member in respect of any matter or thing which the member is bound to perform or observe in terms hereof shall under any circumstances be deemed to be a waiver of the company's rights and the company shall at all times be entitled to require strict and punctual compliance with each and every provision hereof.
 - 20.3 In the event of any provision of this agreement conflicting with the Act or the Sectional Titles Act, the Act or as the case may be, the Sectional Titles Act shall prevail.
 - 20.4 The developer will be the only person who incurs any liability whatsoever in respect of the loan obligation of the company, in terms of Section 14 of the Share Blocks Control Act and for the purposes of acquiring additional property and erecting additional buildings in terms of Clause 20.5 hereof.

21. SEPARATE AND SEVERABLE

Insofar as any specific provision or provisions of this agreement, its annexures or the Use Agreement may by ruling of a court be held or by statute or by regulations in terms of any statute of parliament be ruled contrary to or having the affect of being contrary to the provision or intent of any law at the time hereof in force.



LEOPARD SAFARI LODGE – USER AGREEMENT

- 21.1 Then such provision shall be deemed to
- 21.1.1 be pro non scripto;
- 21.1.2 distinct and severable herefrom without however detracting from or affecting the enforceability for the rest and remainder of this agreement, the annexures or the Use Agreement, as the case may be;
- 21.2 To the extent that it may render this agreement either void ab initio or voidable at the instance of either the parties then
- 21.2.1 every provision of this agreement shall be deemed pro non scripto;
- 21.2.2 the parties shall, in the absence of any contrary law or agreement then conclude and restore the status quo ante of this agreement, subject to any contrary provision at law.

22. PENALTY ON ARREARS

All arrear or outstanding payments due in terms of this agreement and which are not paid on due date shall bear interest at the maximum rate allowed in terms of the Usury Act such interest to be calculated from due date until date of actual payment and shall be considered as a penalty interest to accrue to the levy fund.

SIGNED by the member at _____ on this _____ day of _____ 20____

AS WITNESSED :

1. _____

MEMBER

2. _____

SIGNED by the company acting through its duly authorized offices at _____ on this _____ day
_____ 20____.



LEOPARD SAFARI LODGE – USER AGREEMENT

AS WITNESSED :

1. _____

LEOPARD SAFARI LODGE

2. _____