

STANDARD TERMS & CONDITIONS FOR APARTMENT STAYS

Here in after individually referred to as "Party" and collectively as "Parties".

WHEREAS the LANDLORD is operating as the Radisson Blu Hotel Maputo; and

WHEREAS the TENANT wants to lease the Premises for either its own use or the use of by its employees, (hereinafter "Guests").

NOW THEREFORE in consideration of the undertakings and covenants contained herein, the Parties agree as follows:

INTERPRETATION

1. For the purposes of all long term or extended stay rental AGREEMENT, any reference to one gender shall include the other genders and any reference to the singular shall include the plural and vice versa and, unless the context otherwise requires, the following words shall have the meanings assigned to them:
 - 1.1. The LANDLORD - Fenix Projectos e Investimentos, Lda. t/a Radisson Blu Hotel & Residence, Maputo
 - 1.2. The TENANT – Refers to the main contact person the actual TENANT and the person who signed the rental AGREEMENT.
 - 1.3. The GUESTS – Any person other than the registered TENANTS of the apartment
 - 1.4. The TENANT remains responsible for the GUESTS occupying the premises as sub-TENANTS in the same manner as if the TENANT would itself occupy the premises
 - 1.5. The PARTIES - Any employee of TENANT that is occupying the Premises other than visitors.
 - 1.6. The PREMISES – Refers to the apartment rented & occupied by the TENANT or the GUESTS Situated in the residential building and comprising all furniture, utensils and fixtures and fittings contained therein.
 - 1.7. The BUILDING - The immovable property within which the premises are situated, known as the Radisson Blu Hotel & Residence, Maputo.
 - 1.8. The AGREEMENT – refers to the incorporation of all terms and conditions outlined in this document and the details outlined in the LANDLORD / TENANT AGREEMENTS on extended stay reservations.

2. INTRODUCTION

- 2.1. The LANDLORD is the registered owner of the Premises and or acts on behalf of a 3rd party owner as authorized operator and custodian of the property related in this AGREEMENT

- 2.2. The TENANT is desirous of taking the Premises on hire for its use or the use of its GUESTS from the LANDLORD upon certain terms and conditions and the LANDLORD is willing to let the Premises upon such terms and conditions which are hereinafter recorded.

IT IS THEREFORE AGREED AS FOLLOWS:

3. INCORPORATION

- 3.1. Paragraph 1 above and all long-term AGREEMENTS or extended stay reservations of 30 or more nights are hereby incorporated in and form an integral part of these terms and conditions.
- 3.2. Headings of clauses are included for the purposes of identification and reference only and shall not affect the interpretation of the AGREEMENT.

4. LETTING AND HIRING

- 4.1. The LANDLORD hereby lets the Premises to the TENANT who takes same on hire.

5. PERIOD OF LEASE AND RENEWAL

- 5.1. This Lease shall commence on the arrival date set out in the AGREEMENT ("Commencement Date") and endure automatically terminate on the departure date. ("the Expiry Date")
- 5.2. This Lease is non-renewable after the Expiry Date and a new contact will have to be drawn for further extension to be agreed between the TENANT and the LANDLORD 7 days before the Expiry Date or departure date. In the absence of any new AGREEMENT, the TENANT will vacate the Premises on the Expiry Date.
- 5.3. An extension AGREEMENT must be signed by with parties which will honor the original terms and conditions in line with the new details.

6. RENTAL AND PAYMENT

- 6.1. The TENANT agrees to pay the LANDLORD a daily or monthly rental fee as outlined in the AGREEMENT without deduction or demand, **the payment should be done monthly and in for the month in advance.**
- 6.2. Rates are quoted in USD. This amount is converted and charged in local currency and may vary subject to the application of an internal exchange rate which may differ from rates set by the Mozambique central bank in effect at the time of payment.
- 6.3. Payable for the full month in advance on the 1st day of each month.
- 6.4. The Rental fee includes the following:

- 6.4.1. Complex provided WI-FI Internet, complex provided TV Channel bouquet, parking and all taxes
- 6.4.2. Cleaning services 2 times a week as per an agreed schedule (additional cleaning services can be arranged and quoted separately to this AGREEMENT) and no amenities replacement for a long stay guest.
- 6.4.3. Any additional services ordered from the Building (including but not limited to telephone, food & drink, laundry-will be paid by the TENANT or the Guest separately upon consumption unless otherwise agreed by the LANDLORD.

6.5. INVENTORY CHECK LIST & DAMAGES DEPOSIT

- 6.5.1. An inventory checklist will be issued on arrival – any faults or damages must be reported to the front desk within 24 hours of arrival. must be signed with Housekeeping Manager upon arrival and before the check-out date
- 6.5.2. Sign an inventory list of the property contained in the premises, acknowledge the existence of such property and the fact that it is in good condition. In addition a \$300 USD breakage deposit will be charged on arrival and refunded upon departure – pending the review of the inventory list..

6.6. INITIAL DEPOSIT AND CHECK-IN

- 6.6.1. The TENANT is required prior to the Commencement to:
- 6.6.1.1. Effect a deposit equivalent to 1 months rental fee as part of the fulfillment of his/her obligations.
- 6.6.1.2. Additional extras such as, but not limited to, Food & Beverage charges, telephone calls, fax charges, must be guaranteed by an additional deposit or credit card guarantee.
- 6.6.1.3. Provide the LANDLORD with arrival details and timings along with any additional requests such as airport transfers and luggage assistance.
- 6.6.2. During the check in process:
- 6.6.2.1. The TENANT is obligated to:
- 6.6.2.1.1. Pay the breakage deposit
- 6.6.2.1.2. Sign the registration card
- 6.6.2.1.3. Provide Passport or Photo Identification in line with local legislation
- 6.6.2.1.4. Emergency contact number
- 6.6.2.1.5. Inventory check list
- 6.6.2.1.6. House Rules
- 6.7. The TENANT will and is required to ensure that all GUESTS before they take occupation of the premises register at the reception of the Building and provide a copy of his/her passport and residence visa together with copies of the passports and resident's visas of all persons occupying the premises with him, under and in terms of the provisions of this Lease

7. ELECTRICITY, WATER, INTERNET, AND MUNICIPALITY TAX

- 7.1. The LANDLORD acknowledges that it will be liable for the payment of all electricity and

water utilized in the Premises and for the municipal tax.

- 7.2. The TENANT shall be entitled to utilise the internet access installed on the Premises.

8. USE

- 8.1. The TENANT agrees and understands that he shall use the premises only for the purposes of accommodating himself, and/or his Employees and his/her immediate family .
- 8.2. The TENANT will ensure that the TENANT and the GUESTS adhere to the hotel's policies, instructions and procedures in the same way as other guests of the
- 8.3. Building and that the GUESTS comply with the obligations of the TENANT under this AGREEMENT.
- 8.4. The premises shall be used as a private single family dwelling and no part of the premises shall, at any time during the continuance in force of this AGREEMENT, be utilised for the carrying on of any business, profession or trade of any kind whatsoever, or for any purpose other than a private single family residential dwelling. (Maximum 2 persons per bedroom)
- 8.5. The TENANT shall not, at any stage or for any reason whatsoever, keep or store on the premises or in any portion of the building whatsoever, any item which is of a dangerous, inflammable or explosive character which might reasonably increase the risk of fire; explosion or physical injury in the Building.
- 8.6. The TENANT shall not, save with the prior written consent of the LANDLORD be entitled to sub-let, assign, or cede its rights in terms hereof or in any manner transfer possession or the right to occupy to any third party other than the GUESTS.

9. TENANT TO OBSERVE LAW AND BUILDING'S POLICIES & PROCEDURES.

- 9.1. The TENANT shall comply with, and ensure that all GUESTS will comply with, all laws, any by-laws and regulations relating to the occupiers of residential premises; the Building's policies & procedures and comply with the instructions of the Building Manager and the Building personnel and shall a.o. ensure that all radios, television sets and other electronic sound transmission devices are maintained at a level so as not to infringe or intrude upon the peace and enjoyment of other occupiers of the building, that the noise levels in the common areas and the premises do not disturb other occupiers of the building; that the non-smoking areas are respected and that no additional equipment is used in the premises that could cause fire or harm (such as for example barbecues, heaters). All deliveries or goods to be passed through the basement parking area and not through the main reception – this includes monthly shopping. All balconies are to be free of clutter (laundry furniture, towelling, exercise equipment, plants bicycle etc.) at all times. No BBQ or open fires allowed inside the

apartments or on the balconies. – please refer to the house rules for more information.

9.2. MAINTENANCE

9.2.1. The TENANT:

- 9.2.2. Hereby warrants that he has examined the premises and found them to be in good order and repair and in a safe, clean and habitable condition;
- 9.2.3. Hereby undertakes to maintain the interior of the premises and all fittings, fixtures, furniture, appliances and other movables, in a good state of repair and decoration;
- 9.2.4. Shall keep the inside glass of all windows, window coverings, doors, locks and hardware in good and clean order and state of repair;
- 9.2.5. Shall keep all lavatories, sinks, toilets and other water and plumbing apparatus in good working order and only use such apparatus for the purpose for which they were designed;
- 9.2.6. Shall surrender the premises on termination of this AGREEMENT in as good a state of repair, fair wear and tear excepted, to the LANDLORD as they were at the commencement of this AGREEMENT.

9.3. The LANDLORD:

- 9.3.1. Shall be obliged to maintain the exterior of the premises and to ensure that all drainage, sanitary ware systems, air conditioning units and the electricity supply remain in good working order;
- 9.3.2. Shall be obliged to supply a housekeeping service twice a week at no additional cost this will include the change of linen, cleaning of the apartment and kitchen (including dishes and kitchenware)
- 9.3.3. The ironing and washing of laundry is excluded from this AGREEMENT however will be available at additional costs from the Building

9.4. ALTERATIONS AND ADDITIONS

- 9.4.1. The TENANT shall not and shall ensure that the GUESTS will not save with the prior written consent of the LANDLORD, make any alterations, additions or improvements, of any nature whatsoever, to the premises or engage in any action that would impact the Radisson Blu brand. In the event of the LANDLORD consenting to any alteration, addition or improvement to the premises, such alteration shall on termination of this AGREEMENT become the LANDLORD's sole and exclusive property and remain on the premises. The LANDLORD shall further not be obliged to in any way compensate the TENANT for such improvement, the TENANT hereby waiving its rights to any such compensation.

9.5. LANDLORD'S RIGHT OF ENTRY

- 9.5.1. The LANDLORD, and/or its duly appointed Agents shall have the right at all reasonable times to enter the premises for the purpose of inspecting the premises, improvements thereon, and for the purpose of making necessary repairs, alterations or additions to the premises and/ or the building.

10. GENERAL OBLIGATIONS

10.1. The TENANT and the GUESTS shall:

- 10.1.1. Not be entitled to keep any pets at the premises;
- 10.1.2. Not obstruct the driveways, sidewalks, courts, entryways, stairs, corridors or halls which shall be used for the purpose of ingress and egress only;
- 10.1.3. Not, save with the LANDLORD's prior written consent, use the common facilities in the building for any private functions or parties;
- 10.1.4. Not leave the windows or doors of the premises open during any inclement weather;
- 10.1.5. at all times accompany any visitor of his, which visitors shall be restricted to a maximum of four persons at any one time, whilst such visitor is utilizing the common facilities in the building;
- 10.1.6. Ensure that all visitors of his utilizing the common facilities in the building pay the prescribed fees of \$30.00 per adult per day, and \$15.00 per child per day;
- 10.1.7. Not hang any laundry, clothing, sheets or towels from any window, balcony, or other appendature of the building, or air or dry any such item in any manner which may make the building appear unsightly;
- 10.1.8. Not drive any hooks, nails or other fastening mechanisms into any doors or walls without the prior written consent of the LANDLORD;
- 10.1.9. Not permit any domestic servants to use the common facilities in the building, and their presence in such areas shall be solely for the purpose of supervision of children of authorized occupants of the building;
- 10.1.10. Ensure that all trash, garbage, rubbish or refuse is deposited into the receptacles provided and that all such trash, garbage or refuse is deposited only in the locations designated therefor;
- 10.1.11. Ensure at all times full compliance with the rules and regulations affecting the Common Areas and Premises;
- 10.1.12. Not be entitled to make arrangements to hire staff privately to execute any of functions for which services are provided in the Building;
- 10.2. The LANDLORD shall ensure that the TENANT and those lawfully occupying through him have the right of access to, and the quiet enjoyment of the premises and the amenities provided in the building, without interruption by the LANDLORD, save where such interruption is in pursuance of the LANDLORD's rights in terms hereof.

11. PARKING

- 11.1. Parking facilities are available for the TENANT. The LANDLORD shall not be responsible for any loss or damage to any motor vehicle in the designated parking area or on the property forming part of the building, howsoever arising.
- 11.2. Any and all damages sustained or loss suffered must immediately be reported to the Security Officers stationed in the building and a Police Report filed. Damaged vehicles in respect of which a Police Report has not been filed must be removed.
- 11.3. Visitors may only park their cars at Radisson Blu Hotel & Residence, Maputo as per the provisions of clauses 15.1 and 15.2, in so far as

damages are concerned, are applicable to visitor's vehicles.

12. LOYALTY PROGRAMME

- 12.1. Rates outlined in this AGREEMENT is not eligible for any loyalty program points or airline miles.

13. HEALTH AND RECREATION FACILITIES

- 13.1. The TENANT, the GUESTS and all those lawfully occupying through him shall have free access to the Health and Recreation Facilities and the outdoor swimming pool with the exception of equipment hire and any private coaching lessons.

14. LIABILITY

- 14.1. The LANDLORD shall not be liable to the TENANT, the GUESTS and/or any persons visiting him at the premises or utilizing any of the facilities or common areas of the building, for any loss, theft or damages sustained whether physical or property, howsoever arising, as a result of any act or omission by the LANDLORD, its servants or Agents or any person acting on the instruction of the LANDLORD, its servants or Agents or any third party whatsoever. The TENANT hereby indemnifies and holds the LANDLORD harmless against any and all claims which may rise.
- 14.2. The TENANT shall be fully liable and indemnify and hold the LANDLORD harmless for any and all damages to any property or physical injury to any person whatsoever arising, as a result of any act or omission by the TENANT, its GUESTS or any person occupying the premises or visiting the GUESTS on the premises.
- 14.3. THE TENANT will have adequate insurance in place with first rated insurance companies to cover its and the GUESTS' liability under this AGREEMENT.

15. BREACH

- 15.1. In the event of the TENANT or the GUESTS or any visitor of the Guests failing to comply with any of his obligations in terms hereof, other than the payment of Rent and any of the amounts referred to in clause 6 hereof, and remaining in Default after 7 days of having been given written notice by the LANDLORD to remedy or rectify his breach, the LANDLORD shall be able to forthwith cancel this lease and require the TENANT, and all those occupying through him, to immediately vacate the premises and in which case the TENANT will be required to automatically pay 3 months of Rent as compensation without prejudice to LANDLORD's right to seek additional compensation to fully cover its damages and costs resulting from the breach.
- 15.2. The LANDLORD shall be entitled to immediately, and without notice, require the immediate vacation of the TENANT and all those occupying through him, for any one of the following reasons:
- 15.2.1. The failure by the TENANT to pay the rental on due date;

- 15.2.2. The failure by the GUEST to pay for any additional services consumed.
- 15.2.3. If the TENANT causes any damage to the premises or building which, in the sole discretion of the LANDLORD, it considers to be serious damage;
- 15.2.4. If the TENANT or the GUESTS or any person occupying or visiting the premises uses the premises or the building for any illegal or noising activity or purposes or otherwise fails to comply with any material obligation under this AGREEMENT ;
- 15.2.5. If the TENANT, without the prior written consent of the LANDLORD sub-lets or rents the premises to any other person or entity.

16. ABANDONMENT OF PREMISES

- 16.1. If at any time during the currency of this AGREEMENT, the TENANT abandons the premises, the LANDLORD may in its sole discretion re-take possession of the Premises in the manner provided by Law without liability of any nature whatsoever to the TENANT, and may re-let the premises for the whole or any part of the unexpired term of this AGREEMENT.
- 16.2. In the event of the LANDLORD re-letting the premises at a rental lesser than the amount which was due by the TENANT in terms of this lease, the TENANT shall be liable to the LANDLORD for the difference between what it would have received but for the abandonment and what the LANDLORD actually receives during such unexpired period
- 16.3. Any and all personal belongings and property of the TENANT on the premises following abandonment may be disposed of by the LANDLORD and allocated towards rental payment, such property being deemed to have been abandoned by the TENANT who hereby relieves the LANDLORD from all and any accountability and liability therefor.

17. NOTICES & TERMINATION

- 17.1. If the TENANT cancels this Lease after Radisson Blu Residence Maputo receiving the signed AGREEMENT and before the Commencement Date, one month rental cancellation penalty fee will charge will be applicable
- 17.2. Once the lease has commenced (after arrival date) a 30 day notice period is required – failure to provide a 30 day notice period will result in a 30 day penalty or cancellation fee.
- 17.3. Any notice in terms of the provisions hereof, required to be in writing, shall be deemed to have been sufficiently served on a party if;
- 17.3.1. Delivered personally, on the date of delivery; or
- 17.3.2. Sent by pre-paid registered courier service (DHL or equivalent); three (3) days after date of posting;
- 17.4. For the purposes of service of any such notice contemplated herein, the address for service on the LANDLORD shall be the address reflected in Clause 1.1, and for the TENANT the Premises.

18. DISPUTES

18.1. Any and all and/or differences which may rise between the LANDLORD and TENANT in respect of the interpretation, construction and/or imposition of any and all rights and obligations on the parties in terms hereof, shall be interpreted in accordance with the laws of the MOZAMBIQUE and adjudicated upon by the Courts of the MOZAMBIQUE.

19. ENTIRE AGREEMENT

19.1. This Lease constitutes the entire AGREEMENT between the parties and no warranties or representations, whether express or implied, not recorded herein, will be binding.

20. VARIATION

20.1. No AGREEMENT at variance with the terms and conditions of this lease shall be binding on the parties unless reduced to a written AGREEMENT and signed by or on behalf of the parties.

21. INDULGENCES

21.1. No relaxation or indulgence which the LANDLORD may show to the TENANT or the GUESTS shall in any way prejudice its rights hereunder and, in particular, any acceptance by the LANDLORD of rental after due, date shall not preclude or stop him from exercising any rights enjoyed by him hereunder, by reason of any subsequent payment not being made strictly on due date.

22. NON PREJUDICES

22.1. Unless otherwise stated by the LANDLORD in writing, the receipt by the LANDLORD or his agents of any rental or other payment shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any right of cancellation acquired prior to such receipt.

23. SEVERABILITY

23.1. In the event of any Clause or provision in this AGREEMENT being invalid or unenforceable, such provision shall be capable of being severed from the remaining provisions, which provisions shall remain valid and enforceable.