

## STANDARD TERMS AND CONDITIONS OF STUDENT LEASE

### 1. DEFINITIONS

In this Lease, unless the context indicates otherwise -

- 1.1 "commencement date" means the date indicated on the information form;
- 1.2 "this lease" means the agreement embodied in the information form, together with the Standard Terms and Conditions of Lease and all annexures;
- 1.3 "the premises" means the residential building and land indicated on the information form including the room;
- 1.4 "the room" means the room in the premises allocated to the Lessee by the Landlord including (IF APPLICABLE) the furniture and general furniture, appliances, crockery and cutlery in the kitchen or other rooms of the premises;
- 1.5 "the student" the student mentioned in the information form;
- 1.6 "furniture" **ONLY WHERE APPLICABLE:** 1 X BED, 1 X DESK AND CHAIR, 1 X WARDROBE, 1 X SET OF CURTAINS
- 1.7 "termination date" the date on which the lease expires mentioned in the information form;
- 1.8 "the rental" the rental amount indicated in the information form;
- 1.9 "the deposit" an amount equal to one and a half month's rental;
- 1.10 "the standard terms and conditions of lease" mean the standard terms and conditions of lease which:
  - are contained herein and referred to in the information form
  - the lessee acknowledges that he has read and accepts without any changes;
  - form an indivisible part hereof the lease and are deemed to be signed by both parties simultaneously herewith;
  - shall be deemed to also be included in references to "this or the lease", "hereof", "hereinafter", "in terms of this agreement" or whenever else appropriate.
- 1.11 "the lessee" "the Student and/or the Parent/Sponsor and/or the person signing the information form, jointly and severally.

### 2. INTERPRETATION

In this lease:-

- 2.1 the index and the headings to the clauses shall be deemed to have been included for purposes of convenience only and shall not govern the interpretation of the Lease;
- 2.2 unless the context otherwise indicates, a reference to:
  - 2.2.1 the singular shall be deemed to include the plural and vice versa;
  - 2.2.2 any one gender shall be deemed to include both genders;
  - 2.2.3 a natural person shall be deemed to include a body corporate and vice versa;

### 3. BASIS OF AGREEMENT

- 3.1 The LESSOR hereby lets to the LESSEE, who hires from the LESSOR, the room subject to the terms and conditions hereof and further subject to the LESSOR'S standard terms and conditions of lease.
- 3.2 The LESSEE hereby specifically declares, warrants and acknowledges that the room shall at no time during the currency of this lease be deemed to be the principle place of residence of the LESSEE or the Student, but merely temporary and alternative accommodation for the Student only (and for no other person/s) for the term of this lease.

### 4. COMMENCEMENT AND DURATION

Notwithstanding the date of signature hereof, this lease shall commence on the commencement date and shall terminate on the termination date, provided that the LESSEE shall have given the LESSOR 60 (sixty) days prior written confirmation of termination on the termination date, failing which the lease shall, in the sole and absolute discretion of the LESSOR, automatically be renewed for a further period of twelve months upon the terms and conditions contained in this agreement unless terminated earlier by the LESSOR by virtue of the provisions hereof.

### 5. RENTAL

- 5.1 The rental payable by the LESSEE to the LESSOR shall be subject to any adjustments, which may be effected from time to time in terms of this agreement.
- 5.2 The rental shall be paid by the LESSEE monthly in advance on the first day of each month with effect from the commencement date and thereafter on the first day of each and every succeeding month during the currency of this lease.
- 5.3 The rental shall be paid, free of any deduction whatsoever, in cash or by way of electronic fund transfer or bank guaranteed cheque, direct to the LESSOR at such place or places in the Republic of South -Africa as he may from time to time direct.
- 5.4 Arrear rental shall attract interest at 10% above the prime rate as from due date till date of payment;
- 5.5 The rental shall be increased each year on the anniversary of the commencement date by 10% (ten percent) of the rental applicable to the immediately preceding year.
- 5.6 The Lessee/Student agrees and acknowledges that, failure by the LESSEE to pay the rental or any part thereof before or on the first day of the month, shall entitle the LESSOR, without prejudice to any other rights available to him in Law or in terms of this agreement, entirely in his own discretion and without notice to the LESSEE or the Student, to:
  - 5.6.1 retake possession of the room; and/or
  - 5.6.2 refuse access of the room and the premises to the Student and/or the LESSEE; and/or

5.6.3 remove and/or retain all the possessions and personal belongings present in the room as security until the arrears are paid; The Lessee acknowledges that all the possessions and personal belongings in the room shall be and are the free and unencumbered property of the Lessee/Student and therefore subject to the Landlord's lien. Consequently the LESSEE/ Student specifically acknowledges and agrees that all such possessions are capable of being removed/retained as security for arrear rent.

5.5.4 charge the LESSEE a penalty levy of R250-00 to return possession or access of the room as agreed damages suffered by the lessor as a result of the Lessee's failure to pay rent timeously.

**FOR PURPOSES OF 5.5, THE RENT FOR A SHARED ROOM SHALL ONLY BE DEEMED TO HAVE BEEN PAID IN FULL, IF PAID TIMEOUSLY BY BOTH STUDENTS.**

6. DEPOSIT

- 6.1 Upon signature hereof, the LESSEE shall pay to the LESSOR the deposit in cash and without any deduction whatsoever.
- 6.2 The LESSOR shall at any time be entitled to apply the deposit or any portion thereof towards any charges, replacements, arrear rent, repairs, renovations, or the satisfaction of any other obligation for which the LESSEE is liable to the LESSOR and which has not been discharged.  
If any portion of the deposit is so applied, the LESSEE shall forthwith reinstate the same to the full deposit payable by him in terms of this agreement.
- 6.3 Should this agreement be terminated for any reason whatsoever, the deposit thus paid, or any portion thereof remaining in the event of the LESSOR exercising his rights in terms of clause 6.2, shall be refunded to the LESSEE within 30 (THIRTY) days after such termination.
- 6.4 It is recorded, and hereby acknowledged by the LESSEE, that the said deposit shall at no stage whatsoever during the currency of this lease serve as rent and that the LESSEE shall at all times be obliged to pay the rent due punctually.
- 6.5 In the event of the lease being cancelled by the LESSOR by virtue of the LESSEE'S breach of any term of this agreement, the deposit shall be forfeited in favour of the LESSOR as agreed damages suffered by the LESSOR as a result of the LESSEE'S breach of agreement, without prejudice to the LESSOR'S right to claim from the LESSEE other amounts in respect of actual damages suffered.

7. RENT ADJUSTMENT: RATES, TAXES AND CHARGES

- 7.1 The LESSOR, in his entire discretion, shall at any time during the currency of this lease, after having given one calendar month's notice thereof, be entitled to increase the rental payable by the LESSEE should rates, taxes, sanitary or refuse removal charges payable by the LESSOR in respect of the leased premises, be increased by the local authority.
- 7.2 The extent of such increase shall not be greater than the extent to which such charges exceed the amount so payable as at the commencement of this lease, or as at the effective date or the last increase in rent in terms of this clause, whichever is the latest date.

8. GENERAL ADJUSTMENT: DEPOSIT

The LESSOR shall at any time during the currency of this lease be entitled to increase the deposit payable in terms hereof in order to provide for any of the increases referred to in clause 6 and 7 above, by giving one calendar month's notice of such increase.

9. WATER & ELECTRICITY CHARGES

- 9.1 The LESSOR shall make his own arrangements for the supply of water to the premises during the period of occupation and shall at all times ensure that amounts due to the local authority in respect of such services, are punctually discharged.
- 9.2 The LESSEE undertakes to take all such precautions necessary to conserve the usage of water upon the premises and to ensure that no wastage of any kind whatsoever occurs. Should the water consumption for any one month exceed R5 00-00 (five hundred rand), the LESSEE shall be obliged to pay a pro rata portion (in relation to the number of occupants) of the amount in excess of R5 00-00 to the lessor on demand.
- 9.3 It is recorded and acknowledged by the LESSEE that the premises have been fitted with a pre-paid electricity meter. The LESSEE, together with the other LESSEES of the premises shall be obliged to purchase pre-paid electricity coupons from the LESSOR or his agents to activate the meter and for the supply of electric current to the premises during the currency of the lease.. Accordingly the LESSOR shall not be liable in any way to have electricity supplied to the premises or for the continued supply thereof but the sole pecuniary responsibility for the supply and usage of electricity shall lie with the LESSEE and the other occupants of the premises.

10. OCCUPATION AND INVENTORY OF DEFECTS

- 10.1 The LESSEE shall take occupation of the room within three days of the commencement date and furnish the LESSOR with an inventory of any aspect of the premises, which is defective in any way. The furnishing of such an inventory shall, however, not oblige the LESSOR to rectify such defects or entitle the LESSEE to claim rectification thereof, but shall merely serve as a record of the state of repair of the leased premises as on date of occupation.
- 10.2 Should the LESSEE fail to submit an inventory as aforesaid, he shall be deemed to have acknowledged that the premises are in good order and repair.

11. MAINTENANCE OF PREMISES

The Lessee shall during the currency of this lease:

- 11.3 care for and maintain the premises, and return the same to the Lessor upon the termination of this Lease, in the same good order and repair as they are at the commencement hereof. Without derogating from the generality of the aforementioned, the Lessee shall be responsible for the

- replacement of light bulbs, broken windows and the repairing of defective electrical installations and fittings;
- 11.2 keep and maintain all toilets, sewerage pipes, water pipes and drains free from obstructions and blockages and remove any obstructions and blockages;
- 11.3 at all times keep the premises in a neat, clean, tidy and sanitary condition;
- 11.4 maintain the interior of the premises, fair wear and tear excluded;
- 11.5 The Lessee acknowledges that the carpets, tiles and internal walls in the buildings comprising the premises do not show any unsightly stains or marks. The Lessee will be held responsible to ensure that they remain in this condition and will rectify any deterioration in their appearance to the Lessor's satisfaction at any time during the currency or on termination of this lease.
- 11.6 The Lessee shall be responsible for any loss due to theft or otherwise of all fixtures and movables on the premises including alarm systems, geysers, shrubs and plants. The cost of normal maintenance of the same shall be for the account of the Lessee.
- 12 **USE OF ROOM/PREMISES**  
The Lessee shall -
- 12.1 only use the room and the premises for the purposes of accommodation for the student and for no other person or purpose whatsoever without the prior written approval of the Lessor;
- 12.2 not affect any alterations or renovations to the premises whether structural or otherwise, or permit nails or screws to be driven into the walls, ceilings or appliances of the premises, or in any manner whatsoever do or permit anything to be done that may damage the walls or any other portion of the premises without the prior written consent of the Lessor;
- 12.3 make good to the Lessor's satisfaction any damage to any portion of the premises caused through the delivery to the premises or the removal therefrom of any furniture or other goods, whether the Lessee causes such damage personally or by any person or firm effecting such delivery or removal on the Lessee's behalf;
- 12.4 not do or permit to be done any act or thing which may cause any annoyance or nuisance to others or cause any damage or disturbance whatsoever or use or permit the premises to be used for illegal or improper purposes;
- 12.5 not keep any combustibles or hazardous goods on the premises, which may prejudice or vitiate the Lessor's fire insurance policy or policies or increase the premium rate thereon in respect of the premises;
- 12.6 not hold or permit any sale by public auction, or sale of any other description, to be held on the premises;
- 12.7 be liable for the breach of any provision of this lease by any person claiming occupancy or access to the premises through the Lessee.
- 13 **LESSOR'S ACCESS TO THE PREMISES**
- 13.1 The Lessor, or any of his representatives, servants or agents, shall be entitled at all times, to enter upon the premises to inspect the same, or to carry out any maintenance, repairs, alterations, renovations or other work in respect of the premises;
- 13.2 Where such maintenance, repairs, alterations, renovations or other work is the responsibility of the Lessee in terms of this lease, the lessor shall be entitled to carry out the same and recover the cost of the same from the Lessee without prejudice to the Lessor's other rights in terms of this lease;
- 13.3 The Lessor shall be entitled to affix and exhibit on the premises "to let" and "for sale" notices for three months prior to the termination of this lease and the Lessee shall permit prospective tenants or buyers to view the premises at any reasonable hour during the said period.
- 14 **LIMITATION OF LIABILITY OF LESSOR**
- 14.1 The Lessor, his representative, servants and agents shall not be responsible or liable for
- 14.1.1 the non-delivery or non-receipt of goods, postal matter or other correspondence;
- 14.1.2 any injury, loss or damage of whatever nature which the Lessee or any person claiming occupancy of or access through him to the premises (whether as an occupant, visitor or in any other way), may sustain to his person or property in or about or in using the premises, as a result of any act, omission or neglect by the Lessor (or his representatives, servants and agents) or due to any other cause whatsoever.
- 14.2 Without derogating from the generality of the foregoing, should the premises be destroyed or damaged wholly or partially through any cause whatsoever, the Lessee shall have no claim of any nature (whether for consequential damages or otherwise) against the Lessor arising therefrom.
- 15 **DAMAGE OR DESTRUCTION OF PREMISES**  
If, through no fault of the Lessee -
- 15.1 the premises are destroyed or damaged to an extent which prevents the Lessee from using and enjoying the same, the Lessee shall be entitled to terminate this lease with immediate effect or notice to the Lessor. Such notice shall be given to the Lessor not less than fourteen days after the event giving rise to the damage or destruction, failing which the Lessee shall be deemed to have elected not to terminate the lease;
- 15.2 the premises are destroyed or damaged to an extent which does not prevent the Lessee from using and enjoying the whole or portion thereof for the purposes envisaged by this lease, this lease shall not be cancelled but the rent payable by the Lessee shall be reduced pro rata to the extent to which the Lessee is deprived of such use.
- 16 **BREACH AND CANCELLATION**  
Notwithstanding any other provision of this lease, and without prejudice to any other rights which he may have, the Lessor shall have the right (but not be obliged) to cancel this lease summarily,

- 16.1 without any notice and to retake possession of the leased premises in any of the following events, but without prejudice to his claim for arrear rental or damages which he may have suffered by reason of the Lessee's breach of contract or premature cancellation:-
- 16.1.1 should the Lessee fail to pay any rent, deposit, charge or any other payments due by the Lessee to the Lessor in terms of this lease, punctually or on due date;
- 16.1.2 should the Lessee permit occupation or access to the premises, or to any part thereof, to any person who is not in terms hereof lawfully entitled to such occupation or access;
- 16.1.3 should the Lessee be in breach (or permit any breach) of any of the provisions of clauses 11,12,17 and/or 23;
- 16.1.4 should the Lessee so consistently breach the conditions hereof in any way whatsoever, so as to justify the Lessor in holding that the Lessee's conduct is inconsistent with any intention or ability to carry out those obligations;
- 16.2 should the Lessee be in breach (or permit any breach) of any of the other terms of this agreement and fail, within three days of receipt of a notice calling upon it to remedy such breach, to comply therewith, provided that such notice shall not be required if the breach complained of is not capable of being remedied and to retake possession of the leased premises, but without prejudice to his claim for arrear rental or damages which he may have suffered by reason of the Lessee's breach of contract or premature cancellation.
- For purposes of this clause, in the case of a shared room, the breach of any of the terms and/or conditions of this lease by one of the sharing students, shall be deemed to be a breach by both of them. Failure by one of the sharing students to pay rent timeously, shall entitle the Lessor to exercise his rights in terms of 16.1 and 16.2 hereof.
- 17 CESSATION AND SUB-LETTING
- 17.1 The Lessee shall not cede, assign, transfer, make over or encumber any of its rights or obligations in terms of this lease or sub-let the premises or any part thereof without the prior written consent of the Lessor. The Lessor shall not in any way be bound to give such consent and may withhold the same without giving any reasons therefore, or grant such consent subject to such terms, conditions or stipulations as he may in his absolute discretion deem fit.
- 18 ENTIRE AGREEMENT, VARIATION AND WAIVER
- 18.1 This lease constitutes the entire agreement between the parties as to the subject matter hereof. No warranties, representations, stipulations or conditions other than as recorded herein, shall be binding on the Lessor.
- 18.2 No alteration, variation or cancellation of any of the terms or conditions of this lease shall be of any force or effect unless it is recorded in writing and signed by the parties thereto.
- 18.3 No latitude, indulgence, consent or forbearance or any other similar act by the Lessor in enforcing any provision of this lease shall constitute a variation or a novation of this agreement or a waiver of or an estoppel in respect of his rights in terms of this agreement.
- 18.4 Without derogating from the generality of the foregoing -
- 18.4.1 no acceptance by the Lessor of any rent, or any other payment after due date (whether on one or more occasions) shall preclude the Lessor from exercising any of his rights under this lease by reason of any subsequent payment not being made strictly on due date;
- 18.4.2 the receipt by the Lessor of any rent or other payment shall in no way prejudice, or operate as a waiver, rescission or abandonment of any cancellation effected or right of cancellation acquired prior to such receipt.
- 19 JURISDICTION AND LEGAL COSTS
- 19.1 Both parties hereby consent to the jurisdiction of the relevant Magistrate's Court for the resolution of any dispute which may arise between the parties as a result of this agreement.
- 19.2 The Lessee shall be liable to the Lessor for all legal costs, including collection charges and costs as between attorney and own client (whether before or after the issue of summons) should the Lessor instruct attorneys to make demand or institute legal action against the Lessee as a result of a Failure by the Lessee to pay the rent on due date, or as a result of any other breach of any of the terms of this lease.
- 20 STAMP DUTY AND COSTS OF AGREEMENT
- All costs in connection with the preparation of this agreement and all attendance thereto, as well as stamp duty, shall be borne by the Lessee and be payable to the Lessor on demand.
- 21 NOTICES AND DOMICILIA CITANDI ET EXECUTANDI
- 21.1 All notices which are given in terms of this lease shall be given in writing and addressed -
- 21.1.1 In the case of the Lessor, to:  
P.O. BOX 236  
RANT-EN-DAL  
1751
- 21.1.2 In the case of the Lessee, to:  
THE PREMISES
- 21.2 The parties choose the aforementioned addresses as their respective domicilia citandi et executandi for all purposes flowing from this agreement of lease.
- 22 GENERAL
- 22.1 The Lessee shall observe the conditions of title relating to the property on which the premises are situated and comply with all laws, bye-laws and regulations which may affect the leased premises or affect the Lessee's business activities from the leased premises.

- 22.2.1 The Lessee shall not be entitled to make any alterations or additions to the leased premises without the Lessor's prior written consent first being had and obtained;
  - 22.2.2 Notwithstanding the foregoing or any other provision of this lease, the Lessee shall not be entitled to claim any compensation from the Lessor for any expenditure that it may incur in connection with the construction upon the property of any improvements, additions or any other erection of whatsoever kind.
  - 22.3 All amounts for which the Lessee is liable in terms of this lease and which are not paid punctually and on due date, shall bear interest at a rate per annum being 2% above the prevailing prime bank overdraft rate, to be reckoned monthly in advance from the due date for payment of such amount, until date of final payment.
  - 22.4 The Lessor does not warrant that the premises are fit for the purposes for which they are let or intended to be used;
  - 22.5 In the case of shared rooms, unless otherwise agreed with the Lessor, should one of the sharing students vacate the room, the student remaining in occupation, shall be liable for the full rent payable to the Lessor in respect of that room, until the student is able to find another student, approved by the Lessor, who is willing and able to take over the lease of the outgoing student.
23. HOUSE RULES
- 23.1 The Lessee hereby acknowledges that the premises shall also be occupied by other tenants and that, save for the rooms allocated to the individual tenants, all other areas and/or rooms, and specifically (but not limited to) bathrooms, toilets, kitchen, passages and verandahs, shall be areas of common use by all tenants in the premises.
  - 23.2 The Lessee hereby undertakes to take all such steps necessary to ensure that the Lessee's allocated room as well as all areas of common use are kept tidy, clean, hygienic and free of any waste an/or dirt whatsoever, after same have been used by the Lessee.
  - 23.3 The Lessee undertakes not to do anything or allow anything to be done, that will or could:
    - 23.3.1 infringe the right to free and unhindered tenancy of any other tenant;
    - 23.3.2 cause harm or prejudice of any kind whatsoever to any other tenant or person in the premises or occupants of neighbouring land;
    - 23.3.3 unreasonably injuriously affect the use or enjoyment of fellow tenants or occupants of neighbouring land;
    - 23.3.4 cause the tenant to be regarded as a nuisance by fellow tenants or occupants of the neighbouring land;
  - 23.4 The following acts/deeds (but by no means a complete list) will be deemed to constitute a breach of 23.3:
    - 23.4.1 allowing any person whomsoever to occupy and/or sleep over in the Lessee's allocated room or anywhere else on the premises;
    - 23.4.2 failing to tidy and/or clean the Lessee's allocated room or any area of common use;
    - 23.4.3 keeping late hours;
    - 23.4.4 aggressive, unruly or offensive behaviour;
    - 23.4.5 hosting parties, braais or social gatherings of any description whatsoever;
    - 23.4.6 the abuse of alcohol or any other substance or smoking inside the buildings on the premises;
    - 23.4.7 being noisy;
    - 23.4.8 any other act/deed that may be offensive, harmful or obscene to fellow tenants.
    - 23.4.9 preparation of food in the room allocated to the student.
      - 23.4.1 using a heater or any other heating appliance in the room.
      - 23.4.12 whilst the student is not present, allowing any other person to remain in the allocated room or anywhere on the premises.