



Legprop (Pty) Ltd

Reg: 1998/019215/07

VAT:4510233747

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Lynnwood, Pretoria, 0081,

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2027 LEASE AGREEMENT

UNILOFTS BLOEMFONTEIN

WHEREAS the registered OWNER of the under mentioned property has given LEGPROP (PTY) LTD Registration No. 1998/019215/07 a mandate on his/her/its behalf, to manage the letting of the property to Tenant/s; the administration thereof; the collection of the rental income; the maintenance of the property, and to make use of other estate agencies in the marketing of the letting of the PROPERTY and conclusion of a lease agreement.

NOW THEREFORE, it is agreed that the following Lease Agreement shall be made and entered into by and between:

LEGPROP (PTY) LTD Registration no 1998/019215/07

On behalf of the OWNER of the under mentioned property As Lessor and herein represented by the duly authorised Agent/Subagent of LEGPROP (PTY) LTD
(Herein after referred to as **The Property Practitioner**)

And

Tenant Name and Surname: _____

Identity Number / Passport Number: _____

(Herein after referred to as **The Tenant**)

Together with

Parent / Guardian Name and Surname _____

Identity Number / Passport Number: _____

In his/her capacity as parent/guardian of the Tenant and co-responsible for payment

In Case of Emergency Contact (other than Parent / Guardian)

Name and Surname: _____

Cell Phone: _____

PREAMBLE

This is a Lease Agreement in respect of student accommodation, for use by a Landlord leasing a Premises, or part thereof, to a student Tenant. In the circumstances, conditions specifically pertaining to student lease agreements and conditions have been included in this Lease Agreement.

The Premises shall be used as a place of study and residence for the duration of the student's tenancy. The Tenant acknowledges that he will potentially be sharing the Premises with other students that he may not know personally. The Tenant shall at all times (i) conduct himself in a manner that is sociable when interacting with other occupants, and (ii) assist in creating an environment that is safe and conducive to learning. The Tenant furthermore undertakes to take other occupants into consideration and to respect the (i) other occupants' rights and learning experience, and (ii) occupancy itself. A contravention of this preamble shall constitute a Material Breach of the Lease Agreement.

1. ROOMS RENTED, INITIAL PAYMENT, ADDITIONAL COSTS & PROPERTY PRACTITIONER BANKING DETAILS

- 1.1** As per the option chosen on the application form/annexure E, the Property Practitioner leases the Premises with the use and enjoyment thereof to the Tenant on a **Sharing** basis and the Tenant hires the Premises from the Property Practitioner, in terms of this Lease Agreement, and as per the selection as selected below: (indicated with an "X" next to the option applicable to this Lease Agreement)

Option	Sharing Rooms Rented	Monthly Rent	Deposit	Lease Fee	Payment Required BEFORE moving in	Option Taken
1	Rent One Room	R5,550	R7,950	R1,518	R15,018	
2	Rent Entire Unit (two rooms)	R11,100	R15,900	R1,518	R28,518	

- 1.2. The Initial Period** (how many months rented) is _____ months

1.2.1. The Tenant expressly agrees **no pro-rata rental** will be applicable regardless of the Effective Date or the Termination Date is not on the 1st day of the applicable month. The Tenant shall be liable to pay the full Monthly Rental for each month or part thereof occupied. The Initial Payment must be paid via EFT.

- 1.3. Effective Date** (start date of lease agreement): _____

1.3.1 The Tenant expressly **agrees to the Move In Procedure** as per clause 49 and acknowledges that they will not be allowed to move in to the unit until the Move In Procedure has been completed.

- 1.4. Termination Date** (end date of lease agreement): _____

1.4.1. The Termination Date **shall not be later than 22 December 2027**. Should the Tenant wish to stay later than this date, the Tenant may apply for an extension to the Termination Date prior to the Effective Date. The Property Practitioner has the sole discretion to approve or deny any applications received in this regard. If the Termination Date is in December 2027, the full rental for December 2027 will remain payable regardless of the date the Tenant moves out in December 2027.

- 1.5. Payment method:** (tick one)

Electronic Fund Transfer	
Debit order (must complete Annexure A and only available for South African bank accounts)	

1.5.1. Debit Order date – The Tenant expressly agrees that debit order payments will only be processed on the first Business Day of the month. The Tenant further undertakes to ensure sufficient funds are available for the monthly debit order and should the debit order be returned unpaid or disputed an administrative fee of R150.00 will be payable for each unpaid or disputed debit order.

1.5.2. Payment Due Date – The Rental is the amount set out in section 1 and shall be paid in accordance with section 10. Rental is payable monthly in advance, in accordance with the Payment method set out in item 1.5. The Landlord's nominated bank details are set out in item 1.8. The Tenant must ensure that the Rental clears the Landlord's nominated bank account by the 1st (First) day of every Month (no exceptions regardless of if the account payer's salary date is after the 1st (First)). The Rental cannot be reduced by the Tenant for any reason whatsoever. The Tenant is responsible to keep all proof of payments made to the Property Practitioner.

1.6. Additional costs (refer clause 12 for more details):

- 1.6.1.** R198 ITC check (cost for obtaining a consumer payment profile) – refer consent clause 31.
- 1.6.2.** R267 Inspection fee – includes both incoming and outgoing.
- 1.6.3.** R389 Year End Unit Cleaning fee per room rented if entire unit rented R778 (2 x R389).
- 1.6.4.** R221 Cleaning mattress per room rented if entire unit rented R442 (2 x R221).
- 1.6.5.** R221 Cleaning couch per room rented if entire unit rented R442 (2 x R221).
- 1.6.6.** R244 Mattress Cover per room rented if entire unit rented R484 (2 x R244).
- 1.6.7.** Should any fees be outstanding on the Tenant's pre-paid electricity meter Service Account, these costs will be for the Tenant's account
- 1.6.8.** Any other breakages and maintenance items throughout the year which the Tenant is liable for plus any amount the Tenant is liable for as per the Declaration Form.
- 1.6.9.** Debt Collector fees in terms of the Debt Collectors Act, in the event that the Tenant fails to timeously pay any amount due to the Landlord in terms of this Lease Agreement.
- 1.6.10.** All cash deposit & international SWIFT Fees or clearing fees will be for the Tenant's account. The fees charged to the Tenant's account will amount to the fees charged by the Property Practitioner's bank plus 5%.
- 1.6.11.** Should incorrect Payment References be used an administrative fee of R150.00 will be payable for each incorrect Payment Reference used.
- 1.6.12.** If the Tenant does not pay their monthly Rent on or before the 1st day of the month, and the Property Practitioner send a follow up SMS or Letter of Demand, the Tenant will be liable for a cost of R11.50 per SMS and R115.00 per Letter of Demand.
- 1.6.13.** The Tenant shall be liable to pay for a Lease Agreement administration fee as per section 1.1 Lease Fee payable by the Tenant to the Landlord or Agent prior to the Tenant moving into the Premises for administration costs of the Lease Agreement and is non-refundable and payable by new as well as renewing Tenants before the Effective date
- 1.6.14.** The fees for clauses 1.6.1 to 1.6.7 will be invoiced to the Tenant's account at a time to be determined by the Property Practitioner and will be deducted from the Tenant's deposit.
- 1.6.15.** The fees for clauses 1.6.8 to 1.6.12 will be invoiced to the Tenant's account as and when they become due and shall be paid by the Tenant on presentation of an invoice.

1.7. The Premises is the Sectional Title scheme known as UNILOFTS BLOEMFONTEIN – Unit _____
Physical Address: 58 Arndt Street, Universitas, Bloemfontein, 9300

1.8. Property Practitioner banking details:

BANK	FIRST NATIONAL BANK (FNB)
ACCOUNT NAME	UNILOFTS BLOEMFONTEIN RENTALS
ACCOUNT NUMBER	623 4224 0512
BRANCH CODE	250 655
SWIFT CODE	FIRNZAJJ

1.8.1. Payment Reference = For Initial Payments use student's ID number as Payment Reference. For all subsequent payments use the Payment Reference Number as indicated on invoice/statement as Payment Reference. All cash deposit fees, and other bank charges will be for Tenant's account. Should

incorrect Payment References be used a payment allocation administration fee of R150.00 will be payable for each incorrect Payment Reference used.

1.8.2. Cash deposit & Internation SWIFT Fees = All cash deposit and internation SWIFT or clearing fees will be for the Tenant's account. The fees charged to the Tenant's account will amount to the fees charged by the Property Practitioner's bank plus 5%.

2. DEFINITIONS

2.1 In this Lease Agreement, unless the context requires otherwise, the words below mean the following:

- 2.1.1** **"Alternative Accommodation"** means the address of a place of alternative accommodation as the address of the parent / guardian / account payer as per the application form – annexure E;
- 2.1.2** **"Body Corporate"** means any body corporate or home owners' association applicable to the Premises;
- 2.1.3** **"Business Day"** means any day other than a Saturday, Sunday, or official public holiday in South Africa;
- 2.1.4** **"Constitution"** means the Constitution of the Republic of South Africa 108 of 1996;
- 2.1.5** **"CPA"** means the Consumer Protection Act 68 of 2008;
- 2.1.6** **"Data Protection Legislation"** means POPIA, ECTA, PAIA and the Constitution and all other applicable laws and regulations relating to the processing of personal information and privacy;
- 2.1.7** **"Debt Collector"** means any person defined as such within Section 1 of the Debt Collectors Act 114 of 1998;
- 2.1.8** **"Debt Collectors Act"** means the Debt Collectors Act 114 of 1998;
- 2.1.9** **"Deposit"** means the amount payable by the Tenant to the Landlord or Agent prior to the Tenant moving into the Premises as per section 1.1;
- 2.1.10** **"ECTA"** means the Electronic Communications and Transactions Act 25 of 2002;
- 2.1.11** **"Effective Cause"** means the main reason for the Tenant entering into this Lease Agreement;
- 2.1.12** **"Effective Date"** means the commencement date of the Lease Agreement as set out in section 5.4, notwithstanding the Signature Date;
- 2.1.13** **"Fair Wear and Tear"** means any decline which results from ordinary use and exposure over time, including breakage or malfunction due to age or deteriorated condition, but not where such decline results from negligence, carelessness, accidents, or abuse by the Tenant or the Tenant's visitors;
- 2.1.14** **"Initial Period"** means the term of this Lease Agreement, excluding any renewal periods, set out in section 5.3;
- 2.1.15** **"Landlord"** means the registered owner of the Premises and any representative duly authorised to act on behalf of the Landlord. This may also, where it is clear from the context, include the Property Practitioner or the Property Practitioner's duly appointed representative, as the case may be;
- 2.1.16** **"Lease Agreement"** means this agreement together with all its Annexures and Schedules, as amended from time to time;
- 2.1.17** **"Mandatory Disclosure Form"** means the mandatory disclosure form completed by the Landlord in relation to the Property, as required by the PPA, which is attached hereto, (not applicable to Unilofts);
- 2.1.18** **"Material Breach"** means any breach of this Lease Agreement which:
 - 2.1.18.1.** this Lease Agreement defines as a "Material Breach";
 - 2.1.18.2.** has or is likely to have a serious financial or legal impact on either Party to this Lease Agreement;
 - 2.1.18.3.** has or is likely to have a serious impact on the ability of either Party to this Lease Agreement to enjoy its rights under this Lease Agreement;
 - 2.1.18.4.** is not remedied by the Party who is in breach within 20 (Twenty) Business Days of being asked to do so by the other Party;
 - 2.1.18.5.** or which happens more than once in any 3 (Three) Month period.
- 2.1.19** **"Month"** means a calendar month, commencing on the 1st (First) day of such a month and terminating on the last day of such month;
- 2.1.20** **"National Electricity Grid"** means the network of electricity-generating, transmitting and distribution infrastructure used throughout South Africa;
- 2.1.21** **"PAIA"** means the Promotion of Access to Information Act 2 of 2000;

- 2.1.22 "Parties"** means the Tenant and the Landlord and "Party" means either one of them, as the context may indicate;
- 2.1.23 "Parent"** means biological parent or guardian even if the guardian is not the legally appointed guardian;
- 2.1.24 "POPIA"** means the Protection of Personal Information Act 4 of 2013;
- 2.1.25 "Personal Information"** has the meaning ascribed to it in section 1 of POPIA;
- 2.1.26 "Premises"** means the premises set out in item 1.4 and the parking bays set out in item 1.5;
- 2.1.27 "Property Practitioner"** means the LEGPROP (PTY) LTD Registration no 1998/019215/07;
- 2.1.28 "PPA"** means the Property Practitioners Act 22 of 2019;
- 2.1.29 "PPRA"** means the Property Practitioners Regulatory Authority, as established in the PPA;
- 2.1.30 "Rental"** means the monthly rental payable as per section 1.1 by the Tenant to the Landlord for the rental of the Premises;
- 2.1.31 "Rental Housing Act"** means the Rental Housing Act 50 of 1999;
- 2.1.32 "Reside"** means to use the Premises as temporary or permanent shelter for a period of more than 48 (Forty Eight) hours concurrently;
- 2.1.33 "Rules"** means any applicable Body Corporate and / or house rules; including but not limited to Annexure C, including any amendments there to, as implemented from time to time;
- 2.1.34 "Short Term Consumables"** means goods used within or for the Premises that must be replaced on a regular basis, which will include electrical globes, fittings and switches.
- 2.1.35 "Sign"** means a handwritten signature;
- 2.1.36 "Signature Date"** means the date of signature of this Lease Agreement by the last Party signing;
- 2.1.37 "Smoking"** means the lighting or use of any tobacco or other substances, including cigarettes and cigars, and the use of any smoking devices, including electronic cigarettes, vapes and the like;
- 2.1.38 "South Africa"** means the Republic of South Africa, as constituted from time to time;
- 2.1.39 "Specific Performance"** means the fulfilment of either Party's obligations in terms of this Lease Agreement;
- 2.1.40 "Tenant(s)"** means the Party(s) set out as parent / guardian / account payer and student/Tenant as per the application form – Annexure E;
- 2.1.41 "Termination Date"** means the date of termination of this Lease Agreement for any reason whatsoever, whether on the date set out in section 5.5 or on the date upon which this Lease Agreement is terminated or cancelled in accordance with its terms or any relevant legislation;
- 2.1.42 "The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act"** means The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act 19 of 1998;
- 2.1.43 "VAT Act"** means the Value-added Tax Act 89 of 1991;
- 2.1.44 "VAT"** means the value-added tax imposed in terms of the VAT Act, including any similar tax which may be imposed in place thereof from time to time;
- 2.1.45 "Vehicles"** means a mobile machine that transports both people or cargo. This definition includes, but is not limited to wagons, bicycles, motor vehicles, watercraft and trailers; and
- 2.1.46 "Writing"** means any mode of reproducing information or data in physical form and includes hard copy printouts, handwritten documents, together with information or data in electronic form.
- 2.1.47 "Agent"** means the Property Practitioner as defined.
- 2.1.48 "Additional Costs"** costs as per section 1 that will be deducted from the Deposit;
- 2.1.49 "Sharing"** will mean two Tenants per unit will share all rooms, appliances, electricity and facilities in the unit, excluding the Tenant's own bedroom area which shall be for the exclusive use of such Tenant. The bedrooms are separated by wardrobes and not by concrete walls.
- 2.1.50 "Initial Payment"** the total payment required as per section 1.1 before the Tenant may move in consisting of the first month's Rent plus the Lease Agreement administration fee plus the Deposit.
- 2.1.51 "Application Form"** the application form completed by the Tenant as Annexure E;
- 2.1.52 "Quick Reference Number"** unique account number as indicated on the most recent monthly statement or invoice;
- 2.1.53 "Additional Services"** services and/or products supplied to a Tenant free of charge on the condition that the Tenant's account is paid up to date, as per Annexure D.
- 2.1.54 "Proof of Payment"** documentary proof that the Tenant has paid an amount to the Property Practitioner.
- 2.1.55 "Payment Reference"** the payment reference on the Property Practitioner's bank statement when the Tenant makes payments to the Property Practitioner.

- 2.1.56 “Lease Agreement administration fee”** means the amount as per section 1.1 payable by the Tenant to the Landlord or Agent prior to the Tenant moving into the Premises for administration costs of the Lease Agreement and is non-refundable and payable by new as well as renewing Tenants before the Effective date.
- 2.1.57 “Cleaning & Inspection Notice”** will mean a notice the Tenant receives for the monthly unit cleaning as per Annexure D and section 14.
- 2.1.58 “Declaration Form”** will mean a declaration the Tenant signs when moving into the unit which sets out additional information for which the Tenant will be liable for and will form part of the Record as per section 14.1.
- 2.1.59 “Key Receipt”** will mean a document provided by the Property Practitioner to the Tenant at the sole discretion of the Property Practitioner, and the Tenant will be required to produce the Key Receipt before being allowed to move into the Premises.
- 2.1.60 “Replacement Tenant”** will mean a Tenant whom a) move into the same Premises where the Tenant cancelling their Lease Agreement stayed within or immediately after the end of the 20 business day notice period, and b) they have a successful application, and c) their lease agreement is finalised (both the lease agreement is signed and the Initial Payment in terms of the lease agreement is paid).

3. INTERPRETATION

- 3.1** Any reference in this Lease Agreement to:
- 3.1.1** a **clause** is, subject to any contrary indication, a reference to a clause of the main body of this Lease Agreement
- 3.1.2** an **item** is, subject to any contrary indication, a reference to an item in the Schedule to this Lease Agreement;
- 3.1.3** **law** means any law including common law, statute, constitution, decree, judgment, treaty, regulation, directive, by-law, order or any other measure of the government, local government, statutory or regulatory body or court having legal authority within South Africa; and
- 3.1.4** **person** means, unless the context indicates otherwise, any natural or juristic person, government, state, agency or organ of a state.
- 3.2** Where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.
- 3.3** The headings do not govern or affect the interpretation of this Lease Agreement.
- 3.4** If any provision in a definition confers rights, or imposes obligations on any Party, effect is given to it as a substantive provision of this Lease Agreement.
- 3.5** Unless the context indicates otherwise, an expression which denotes any gender includes the other gender; reference to a natural person includes a juristic person; the singular includes the plural, and the plural includes the singular.
- 3.6** Any number of days prescribed in this Lease Agreement excludes the first day and includes the last day.
- 3.7** The words “including” and “in particular” are without limitation.
- 3.8** Any reference to legislation is to that legislation as at the Signature Date, as amended or replaced from time to time, and includes all regulations and schedules to such legislation.
- 3.9** Any reference to a document or instrument includes the document or instrument as ceded, delegated, novated, altered, supplemented or replaced from time to time.
- 3.10** A reference to a Party includes that Party’s successors-in-title and permitted assigns.
- 3.11** A time of day is a reference to Johannesburg time.
- 3.12** The rule of interpretation that, in the event of ambiguity, the contract must be interpreted against the party responsible for the drafting of the contract does not apply.
- 3.13** The cancellation or termination of this Lease Agreement does not affect those of its provisions which expressly provide that they will operate after cancellation or termination, or which must continue to have effect after cancellation or termination, or which must by implication or by their nature continue to have effect after cancellation or termination.
- 3.14** No provision in this Lease Agreement is intended to contravene or limit any applicable provisions of the CPA, POPIA or the Rental Housing Act.

4. LEASE AGREEMENT

The Landlord leases the Premises with the use and enjoyment thereof to the Tenant on a Sharing basis and the Tenant hires the Premises from the Landlord, in terms of this Lease Agreement, and as per Section 1 on a Sharing basis. The Premises is leased on a first come first served basis. The Property Practitioner will allocate the Premises to the Tenant on the sole discretion of the Property Practitioner. The Tenant is responsible to view the Premises they have been allocated before signing the final lease agreement. Once the Tenant is allocated to a specific Premises and the Lease agreement is Signed, the Tenant will not be allowed to be moved to another.

5. TERM OF LEASE AGREEMENT

- 5.1** This Lease Agreement will endure for the Initial Period set out in section 5.3 and will commence and become effective from the Effective Date and terminate on the date set out in item 5.5, unless cancelled or terminated earlier in accordance with its terms.
- 5.2** The Tenant specifically acknowledges and agrees that, should he not be able to take occupation of the Premises on or before the Effective Date set out in item 5.4 as a result of:
- 5.2.1** any circumstance that is beyond the control of the Landlord; or
- 5.2.2** any circumstance that arises, which is not as a direct result of any negligent act or omission by the Landlord;
- then and in such event the Landlord shall not be liable for any damages suffered by the Tenant and the Tenant shall have no claim whatsoever against the Landlord.
- 5.3** The Initial Period means the term of this Lease Agreement, which is set out in section 1.
- 5.4** The Effective Date means the commencement date of the Lease Agreement which is set out in section 1.
- 5.5** The Termination Date is set out in section 1.

6. CONTINUATION OF LEASE AGREEMENT

The lease agreement will terminate on the termination date as per section 5.5 and should the Tenant wish to continue renting the premises a new Lease Agreement must be entered into.

7. NOTIFICATION OF TERMINATION OF LEASE AGREEMENT

As the lease agreement will terminate on the termination date as per section 5.5. the Tenants last invoice/statement will suffice as termination notice from the Property Practitioner.

8. USE OF THE PREMISES

The Tenant will only use the Premises as a place of residence and shall not be entitled to use the Premises for the purpose of conducting any business without first obtaining the consent of the Landlord, in Writing. Furthermore, it is specifically acknowledged and consented to by the Tenant that the Premises shall be used only for purposes of student housing.

9. HOUSE, CONDUCT AND BODY CORPORATE RULES

- 9.1** The Tenant undertakes to comply with, read and familiarise himself with any Rules and to abide by them. It is specifically recorded that the Rules are an essential part of this Lease Agreement and that any breach of the Rules constitutes a Material Breach of this Lease Agreement. Any penalties and / or losses which the Landlord may be liable for as a result of the Tenant breaching the Rules may, at the Landlord's election, be deducted from the Deposit or claimed from the Tenant as contemplated in clause 11.4. A copy of the Rules is attached to this Lease Agreement, refer Annexure C.
- 9.2** In the event that there is any discrepancy between the Rules and any municipal bylaws, then the municipal bylaws shall take precedence over any Rules.
- 9.3** Any acts of violence by the Tenant to any person at the Premises, the Property Practitioner or any representative of the Property Practitioner while residing at the Premises, will constitute a Material Breach of this Lease Agreement.

10. RENTAL

- 10.1** The Rental is the amount set out in section 1, and shall be paid, monthly in advance, in accordance with the Payment method set out in item 1.5.

10.2 The Landlord's nominated bank details are set out in item 1.8.

10.3 The Tenant must:

- 10.3.1** ensure that the Rental clears the Landlord's nominated bank account by the 1st (First) day of every Month;
- 10.3.2** confirm with the Landlord / Property Practitioner that payment has been received; and
- 10.3.3** repay the Landlord / Property Practitioner for any bank charges resulting from any payment made by the Tenant to the Landlord / Property Practitioner.

10.4 The Tenant will be charged interest on any overdue Rental at the rate of prime plus 3 percent calculated from the first day of the Month on which such Rental was due until the date of payment of such Rental by the Tenant in full.

10.5 The Rental cannot be reduced by the Tenant for any reason whatsoever.

10.6 The Landlord may, at any time during the subsistence of the Lease Agreement, or any subsequent renewal hereof, demand that the Tenant to authorise a debit order in respect of any payment which is due and owing in terms of the Lease Agreement. The Tenant shall sign the applicable debit authorisation form to this effect, when called upon to do so.

10.7 The Tenant expressly agrees that no pro-rata rental will be applicable regardless of the Effective Date or the Termination Date is not on the 1st day of the applicable month. The Tenant shall be liable to pay the full Monthly Rental for each month, or part thereof occupied.

10.8 The Property Practitioner shall supply the Tenant with a monthly invoice detailing the Rental payable, however non receipt of the invoice will not constitute grounds not to pay the monthly rental due. Rental is thus payable regardless of if an invoice is received or not.

11. CHARGES BY SERVICE PROVIDERS

11.1 The Tenant must repay the Landlord all amounts paid by the Landlord in respect of charges (plus VAT thereon) levied by service providers supplying services to the Premises, if applicable.

11.2 The Tenant shall pay the charges contemplated in clause 11.1 to the Landlord / Property Practitioner, on presentation of invoice, simultaneously with the payment of the Rental.

11.3 If the Tenant arranges for any service provider to supply a service to the Premises, the Tenant must pay the service provider directly. The Tenant acknowledges that the Landlord may at any time request a printout of the Tenant's account with the service provider so as to confirm whether the Tenant is promptly making payments to such service provider.

11.4 If the Tenant does not repay the Landlord any amount which the Landlord pays in terms of clause 11.1 or if the Landlord pays a service provider directly for any amount which is due and owing by the Tenant, the Landlord shall be entitled, in its discretion, to deduct such amount paid by the Landlord from the Deposit or to claim such amount from the Tenant.

11.5 Any failure by the Tenant to timeously pay any amount due by it to a service provider or to the Landlord shall constitute a Material Breach of this Lease Agreement.

11.6 If the levies, rates and / or taxes in respect of the Premises increase at any time during the subsistence of this Lease Agreement, the Landlord shall be entitled to increase the Rental to accommodate such increase in the levies, rates and / or taxes. This is only applicable if the Initial Period exceeds 12 months.

11.7 Should the utility supply to the Premises not be connected to a pre-paid system, or in any other circumstances where the Landlord would incur liability towards the Municipality in question or any third party in respect of utilities utilised on the Premises, then the Tenant shall ensure that the correct meter readings are provided to such Municipality or relevant third party. The Tenant agrees to provide the Landlord, on a monthly basis with a photograph reflecting a recorded date of the relevant meter readings in respect of the Premises. The Tenant will be liable for any amounts due to the Municipality or third party for any incorrect charges should he fail to provide the Landlord with the meter readings contemplated in this clause 11.7.

12. ADDITIONAL CHARGES PAYABLE BY THE TENANT

12.1 In addition to the charges by service providers contemplated in clause 11, the Tenant shall also be responsible for the following additional charges,

12.1.1 R198 ITC check (cost for obtaining a consumer payment profile) – refer consent clause 31.

12.1.2 R267 Inspection fee required in terms of the Rental Housing Act, includes both incoming and outgoing.

- 12.1.3** R389 Year End Unit Cleaning fee per room rented if entire unit rented R778 (2 x R389), regardless of if the Tenant has cleaned the unit when vacating the Premises.
- 12.1.4** R221 Cleaning mattress per room rented if entire unit rented R442 (2 x R221). Annual cleaning of mattresses and couches are compulsory as prescribed by the health authorities and to maintain a healthy environment.
- 12.1.5** R221 Cleaning couch per room rented if entire unit rented R442 (2 x R221). Annual cleaning of mattresses and couches are compulsory as prescribed by the health authorities and to maintain a healthy environment.
- 12.1.6** R244 Mattress Cover per room rented, if entire unit rented R488 (2 x R244) this is for the Tenant's added protection as well as the preservation of the mattresses and is compulsory.
- 12.1.7** Should any fees be outstanding on the Tenant's pre-paid electricity meter Service Account, these costs will be for the Tenant's account
- 12.1.8** Any other breakages and maintenance items throughout the year which the Tenant is liable for plus any amount the Tenant is liable for as per the Declaration Form.
- 12.1.9** Debt Collector fees in terms of the Debt Collectors Act, in the event that the Tenant fails to timeously pay any amount due to the Landlord in terms of this Lease Agreement.
- 12.1.10** All cash deposit & international SWIFT Fees or clearing fees will be for the Tenant's account. The fees charged to the Tenant's account will amount to the fees charged by the Property Practitioner's bank plus 5%.
- 12.1.11** Should incorrect Payment References be used an administrative fee of R150.00 will be payable for each incorrect Payment Reference used.
- 12.1.12** If the Tenant does not pay their monthly Rent on or before the 1st day of the month, and the Property Practitioner send a follow up SMS or Letter of Demand, the Tenant will be liable for a cost of R11.50 per SMS and R115.00 per Letter of Demand.
- 12.1.13** The Tenant shall be liable to pay for a Lease Agreement administration fee as per section 1.1 Lease Fee payable by the Tenant to the Landlord or Agent prior to the Tenant moving into the Premises for administration costs of the Lease Agreement and is non-refundable and payable by new as well as renewing Tenants before the Effective date
- 12.2** The Tenant shall make payment of the charges referred to in clause 12.1.1 to 12.1.7 to the Landlord / Property Practitioner by way of deduction of the amounts due from the Deposit, and if the Deposit is insufficient or if requested by the Landlord /Property Practitioner, the Tenant shall make payment of the fees on presentation of an invoice.
- 12.3** The fees for clauses 12.1.8 to 12.1.13 will be invoiced to the Tenant's account as and when they become due and shall be paid by the Tenant on presentation of an invoice.
- 12.4** In the event of the cancellation or termination of this Lease Agreement, and in the event that the Parties agree to reinstate and / or conclude an addendum to this Lease Agreement, the Tenant hereby agrees to the Landlord conducting a further credit check and agrees to be liable for all credit check fees.
- 12.5** The Tenant shall be liable for a booking cancellation fee of R1,518 in the event that the lease is cancelled prior to occupation of the Premises, in addition to any cancellation fees as per section 21.

13. DEPOSIT & INITIAL PAYMENT

- 13.1** The Initial Payment consists of the first month's Rent, plus the Deposit plus the Lease Agreement administration fee which are the amounts set out in section 1.
- 13.2** The Tenant will pay the Initial Payment on the Signature Date or at least 10 Business Days before the Effective Date (start date of lease agreement), failing which the Tenant will not be allowed to move into the Premises.
- 13.3** When this Lease Agreement terminates, the Landlord may use the Deposit, together with any interest accumulated thereon, to pay all amounts which the Tenant is liable for in terms of this Lease Agreement, including the reasonable costs of repairing any damage caused to the Premises as contemplated in clause 14.4, the cost of replacing lost keys, any arrear Rental that was not paid by the Tenant and any other outstanding amounts for which the Tenant is liable under this Lease Agreement, including interest thereon.
- 13.4** The Tenant expressly agrees that the Interest on the deposit will accrue to and be paid to the Property Practitioner and the PPRA. No interest on the deposit will be paid to the Tenant.
- 13.5** When this Lease Agreement terminates, after deducting any amounts owed by the Tenant in terms of any provision of this Lease Agreement the Property Practitioner shall pay any remainder of the Deposit to the Tenant within 21 (Twenty-One) Business Days after the restoration of the Premises.

- 13.6** The date of restoration will only be after the Termination Date as per section 1.4 regardless of if the Tenant moves out earlier. If no restoration to the Premises is required, the deposit will be repaid to the Tenant within 21 (Twenty-One) Business Days after the Termination Date as per section 1.4.
- 13.7** If the Deposit is paid to the Property Practitioner and not to the Landlord, the Property Practitioner will invest the Deposit in accordance with the provisions of the PPRA.
- 13.8** Any interest earned on the Deposit will be paid out in the manner set out in item 13.4, as read with the provisions of the PPRA. For the subsistence of this Lease Agreement, the Deposit at all times belongs to the Tenant and may only be utilised by the Property Practitioner or Property Practitioner, as the case may be, upon termination of the Lease Agreement, in accordance with the provisions of any and all relevant legislation.
- 13.9** If, during the subsistence of the Lease Agreement (including the Initial Period, any fixed-term renewal period, or where the Lease Agreement continues on a Month-to-Month basis) there is any increase in the Rental, the Tenant shall be required to supplement the Deposit to ensure that the Deposit is proportionate to the increased Rental.
- 13.10** The Tenant is not permitted to request the Landlord or Property Practitioner to use the Deposit to cover any Rental which the Tenant owes at any time during the subsistence of the Lease Agreement.
- 13.11** The Lease Agreement shall commence upon payment of the Initial Payment which includes the Deposit or the Effective Date, whichever is earlier.
- 13.12** The Tenant hereby acknowledges and agrees that the Deposit set out in item 1, may be ceded to another duly registered property practitioner who has been mandated to collect Rental or any other amounts due and owing to the Landlord in terms of this Lease Agreement.
- 13.13** The Tenant will repay the Landlord / Property Practitioner for any bank, or other charges resulting from any payment, handing or management of the Deposit

14. INSPECTION OF THE PREMISES

- 14.1** The Tenant and the Landlord, or the Property Practitioner, (as the case may be) will inspect the Premises together, before the Tenant takes occupation of the Premises. The Parties shall record any existing damage or defects to the Premises, in Writing, and it shall be signed by the Tenant and the Landlord, or the Property Practitioner (as the case may be) ("Record") along with the Declaration Form. The Record shall be attached as an Annexure to this Lease Agreement. The Tenant, by way of this inspection, acknowledges that the Premises is fit for beneficial occupation.
- 14.2** The Record does not constitute an undertaking by the Landlord to have any the defect or damage recorded in the Record remedied. The Record is simply an acknowledgment that that defect or damage exists, and that the defect or damage was not caused by the Tenant.
- 14.3** If the Tenant discovers any damage or defect to the Premises after the inspection referred to in clause 14.1, the Tenant shall notify the Landlord, in Writing, of such damage or defect within 7 (Seven) days of the date of the Effective Date. The Landlord shall supply the Tenant with a Written acknowledgment of such notification and shall be entitled to inspect such damage or defect with reasonable notice to the Tenant. The Landlord shall notify the Tenant within 7 (Seven) days of such inspection whether such damage or defect is accepted as part of the Record or not. Should the Landlord, fail to inspect as contemplated in this clause 14.3, due to no fault of the Tenant, the damage or defect shall be deemed to be accepted as part of the Record.
- 14.4** Within 3 (Three) days prior to the Termination Date, either the Landlord or the Property Practitioner (as the case may be) and the Tenant will inspect the Premises together to determine if any damage was caused to the Premises or the furniture (in the event that the Premises contains the Landlord's furniture) during the subsistence of this Lease Agreement (including any renewal periods). If the Tenant fails to attend the inspection, the Landlord shall be entitled to inspect the Premises at any time within 7 (Seven) days of the Termination Date, without the Tenant, in order to determine whether any damage was caused to the Premises during the subsistence of the Lease Agreement.
- 14.5** The Property Practitioner shall be entitled to:
- 14.5.1** deduct any amount from the Deposit required to repair any damage caused to the Premises; and
- 14.5.2** charge the Tenant for any amount over and above the value of the Deposit, if the cost of repairing the damage amounts to more than the total amount of the Deposit.

15. MAINTENANCE AND REPAIR WORK

- 15.1** The Tenant must timeously complete any repair work for which he is responsible under this Lease Agreement. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of such work from the Tenant.
- 15.2** If the Tenant discovers that maintenance or repair work needs to be done which the Tenant is not responsible for in terms of this Lease Agreement, the Tenant shall inform the Landlord, in Writing, as soon as is reasonably possible after he learns that such work needs to be done. If the Tenant fails to do so, the Landlord shall be entitled to have such work completed by a third party and may claim any costs incurred in respect of the completion of any such work from the Tenant.
- 15.3** Should the Property Practitioner be contacted to attend to, or arrange for a contractor or service provider to attend to, any maintenance and / or repair work at the Premises, the Landlord or Tenant (depending on whose responsibility it is) shall pay the Property Practitioner a surcharge amount for attending to this.
- 15.4** Should the Tenant not provide access to the Premises to the Property Practitioner or Owner after a reasonable request to obtain access, the Property Practitioner or Landlord may enter the premises and attend to any repairs as per section 15.1, 15.2 and 15.3 without the Tenant being present.
- 15.5** The Tenant is responsible to ensure all valuables are locked away when repair or maintenance work is performed and the Property Practitioner or the Landlord will not be held liable for any loss.
- 15.6** Should the Tenant request the Property Practitioner to contact a contractor to check and/or attend to something in a unit and the contractor can't find anything wrong, the call out fee will be charged to the Tenant's account.

16. REASONABLE ACCESS TO THE PREMISES BY THE LANDLORD

- 16.1** The Landlord, the Property Practitioner and their agents and / or contractors may require access to the Premises from time to time in order to inspect the Premises, or to make repairs, alterations, additions, modifications or improvements to the Premises.
- 16.2** The Tenant agrees to give the Landlord, the Property Practitioner and their agents and / or contractors access to the Premises for the purposes referred to in clause 16.1, provided that the Landlord or Property Practitioner (as the case may be) gives the Tenant reasonable notice of the need for such access.
- 16.3** In the event that emergency work needs to be done at the Premises, the Tenant shall be required to give the Landlord, the Property Practitioner, its agents and / or contractors immediate access to the Premises.

17. GENERAL OBLIGATIONS OF THE TENANT

- 17.1** The Tenant must return the Premises at the termination of this Lease Agreement in the same order and condition in which it was received, Fair Wear and Tear excepted. Accordingly, the Tenant **must**:
- 17.1.1** at his own cost look after the Premises (including all furniture and fittings), and ensure that the Premises is kept clean and in good order and condition;
- 17.1.2** at his own cost maintain and keep the roof and gutters clean and free from blockages (not applicable to Unilofts);
- 17.1.3** at his own cost regularly clean the inside of the Premises, including the carpets, floor coverings and tiles;
- 17.1.4** use, in a reasonable manner, all electrical, plumbing, sanitary, heating, ventilating and air-conditioning facilities and appliances;
- 17.1.5** at his own costs replace all Short Term Consumables and also at his own costs to maintain, replace and / or repair all water-bearing taps, stoves, locks, handles, windows, heating and air-conditioning facilities and appliances;
- 17.1.6** at his own cost have the carpets and the furniture (where applicable) cleaned by a professional carpet cleaning company prior to the Termination Date, to the satisfaction of the Property Practitioner. If the Property Practitioner is unhappy with the state of the carpets and / or the furniture (if applicable), the Property Practitioner may appoint its own professional cleaning company to clean the carpets and / or the furniture (where applicable) and may claim the costs of such cleaning from the Tenant, in addition to the costs as per section 12.1.3;
- 17.1.7** at his own cost, repair or replace any broken, damaged or missing items within the Premises belonging to the Landlord, unless these items were recorded as being broken, damaged or missing at the inspection referred to in clause 14;
- 17.1.8** take all reasonable steps to prevent any blockage and / or obstruction of any drains, sewage pipes and / or water pipes in or used in connection with the Premises. The cost of unblocking of any

drains, swage pipes and / or water pipes in or used in connection with the Premises, will be for the Tenant.

- 17.1.9** respect the rights of use and enjoyment of neighbours, specifically with regards to noise and nuisance. The Tenant undertakes therefore, not to cause any disturbance on the Premises and shall take into account neighbours and other occupants at all times. Provisions relating to noise and nuisance on the Premises may also be contained in the Rules;
- 17.1.10** comply with all laws and regulations relating to the Premises, it is specifically recorded that if the Landlord is fined or penalised because the Tenant has breached any law or regulation, the Landlord shall be entitled to recover any costs associated with such breach from the Tenant;
- 17.1.11** ensure that the Premises are occupied by no more than one Tenant per bedroom and one car per parking;
- 17.1.12** make payment of all amounts to which the Landlord is legally entitled as and when such amounts are due and payable;
- 17.1.13** return the Premises at the termination of this Lease Agreement in the same order and condition in which it was received, Fair Wear and Tear excepted;
- 17.1.14** return the keys to the Property Practitioner by latest on the date and at the time set out in item 1.4;
- 17.1.15** ensure that everyone entering the premises including the Tenant, is aware that the unit is a non-smoking unit;
- 17.1.16** ensure no person, including the Tenant, any further occupant of the Premises or any visitors of the Tenant will Smoke on the Premises (no Smoking allowed);
- 17.1.17** ensure that, no pets are kept on the Premises (no pets allowed);
- 17.1.18** ensure that, no pets be permitted to enter the Premises at any time and for any reason whatsoever;
- 17.1.19** ensure that, no smoking or fires are made inside or outside the Premises;
- 17.1.20** ensure that, no loud noise or music be made at the Premises that may be disturbing to fellow residents;
- 17.1.21** ensure that visitors to the Premises only park in the designated visitors parking spaces that may be applicable to the Premises; and
- 17.1.22** at his own cost, at all times maintain adequate insurance in respect of all movable property brought onto the Premises, which shall include all parking bay(s) set out in item 1.5, by an insurance company of the Tenant's choice and make prompt and regular payment of all insurance premiums in respect of such insurance. The Tenant hereby specifically acknowledges and agrees that the Landlord shall in no way be liable for any damage caused, for whatever reason, to any movable property brought onto the Premises, including all parking bay(s), by the Tenant;
- 17.1.23** at his own cost, ensure that the Premises remains free from pests and will affect pest control on a regular basis, including fumigation and pest maintenance. The Landlord however warrants that the Premises is pest free at the inception of the Lease Agreement.
- 17.1.24** Ensure that, no changes to any locks to the Premises may be affected;
- 17.1.25** Accept that the Premises may be affected by electricity outages and possible water supply interruptions which is out of control of the Landlord and the Property Practitioner, such as but not limited to load shedding or water restriction, and accordingly the Tenant acknowledges that the Property Practitioner and/or the Landlord cannot be held responsible in these circumstance, and the Tenant will have to make do with the available electricity and water during these outages and interruptions.
- 17.1.26** Use the Premises as a place of study and residence for the duration of the student's tenancy. The Tenant acknowledges that he will potentially be sharing the Premises with other students that he may not know personally.
- 17.1.27** At all times (i) conduct himself in a manner that is sociable when interacting with other occupants, and (ii) assist in creating an environment that is safe and conducive to learning.
- 17.1.28** The Tenant furthermore undertakes to take other occupants into consideration and to respect the (i) other occupants' rights and learning experience, and (ii) occupancy itself.

17.2 The Tenant must not:

- 17.2.1** sublet the Premises or allow any third party to reside in or occupy the Premises without the prior Written consent of the Landlord;
- 17.2.2** allow any refuse to accumulate inside or outside the Premises, save as in rubbish bins;

- 17.2.3** make any structural changes or additions to the Premises;
- 17.2.4** stick adhesive picture holders onto or into, or otherwise deface the walls of the Premises;
- 17.2.5** drive nails or other objects into any portion of the Premises;
- 17.2.6** paint the interior or exterior of the Premises without first obtaining the prior Written consent of the Landlord;
- 17.2.7** interfere with the electrical, plumbing or gas system in the Premises, unless the Tenant is doing maintenance which is permitted in terms of this Lease Agreement;
- 17.2.8** use any gadgets or tools or keep any liquids which may explode and cause the insurance policy of the Landlord to be questioned by the Landlord's insurers;
- 17.2.9** hang or place any signs, notices or advertisements anywhere inside or outside the Premises without the prior Written consent of the Landlord;
- 17.2.10** remove any of the Tenant's furniture or other movable property during the subsistence of this Lease Agreement, as legally such property can be sold by the sheriff of the court in the event that the Tenant does not pay the Rental in accordance with the provisions of this Lease Agreement; or
- 17.2.11** make any improvements or installations to the Premises without the prior, Written consent of the Landlord (which consent shall not be unreasonably withheld); provided that the Tenant specifically acknowledges and agrees that upon termination of the Initial Period (or any subsequent renewal period) any improvements made by the Tenant with the consent of the Landlord shall be deemed to be the property of the Landlord, unless otherwise agreed to in writing between the Parties.
- 17.2.12** install or permit the installation of a generator, inverter or any similar electrical source without the prior Written consent of the Property Practitioner.
- 17.3** A contravention of any of the clauses 17.1.1 to 17.2.12 shall constitute a Material Breach of the Lease Agreement.

18. VISITORS OF THE TENANT

- 18.1** The Tenant must use his best endeavours to ensure that visitors to the Premises at all times comply with the provisions of this Lease Agreement and the Rules, including, but not limited to:
 - 18.1.1** bringing to the attention of such visitors the relevant provisions of this Lease Agreement and / or the Rules;
 - 18.1.2** requesting any person who is in breach of the provisions of this Lease Agreement and / or the Rules to immediately remedy such breach; and
 - 18.1.3** refusing to allow persons who have previously breached this Lease Agreement and / or the Rules access to the Premises if they are likely to commit another breach.

19. JOINT AND SEVERAL LIABILITY

In the event that the Tenant consists of more than one party, each of the parties comprising the Tenant shall be liable to the Landlord jointly and severally for the performance by the Tenant of its obligations in terms of the Lease Agreement.

20. LIABILITY OF THE PARTIES

- 20.1** The Parties will not be held liable for any loss or damage suffered as a result of bodily injury, death or illness, unless it occurred as a result of gross negligence on the part of a Party or as a result of contravention of any laws.
- 20.2** Should either Party suffer any loss as a result of a natural disaster, or any other incident beyond the control of the other Party, it is hereby agreed that such Party will, in no way be entitled to a claim for damages as a result of such incident from the other Party. In the event that a natural disaster, or any other incident beyond the control of either Party, renders performance by either Party impossible, this Lease Agreement shall terminate immediately and neither Party shall have any claim for damages against the other Party.
- 20.3** In the event of a burglary to the Premises:
 - 20.3.1** Any damage to the Premises itself, caused by the illegal access of the Premises by persons other than the Tenant, shall be for the account of the Landlord or the Landlord's insurance company. The Landlord shall ensure that any damage is rectified within a reasonable time thereafter.

- 20.3.2** Any damage suffered as a result of theft of the Tenant's property shall be for the account of the Tenant. The Landlord is hereby indemnified from all liability from damages suffered by the Tenant as a result of the burglary or theft

21. CANCELLATION OF THIS LEASE AGREEMENT BY THE TENANT BEFORE THE EXPIRY OF THE INITIAL PERIOD OR ANY FURTHER FIXED-TERM PERIOD

- 21.1** If the Tenant chooses to cancel this Lease Agreement prior to the expiry of the Initial Period for a reason other than a Material Breach of this Lease Agreement by the Landlord, or the Tenant is transferred out of South Africa for occupational or diplomatic reasons, thereby causing this Lease Agreement to terminate prior to the expiry of the Initial Period, then the following will apply:
- 21.1.1** the Tenant shall give the Landlord at least 20 (Twenty) Business Days' Written notice of such cancellation, (the Tenant will remain liable for rental during the notice period); and
- 21.1.2** the Landlord shall be entitled to recover any loss suffered by the Landlord as a result of such early cancellation of the Lease Agreement by charging the Tenant a reasonable cancellation penalty plus any costs as per Annexure D plus all costs as per section 1.6.
- 21.1.3** The reasonable cancellation penalty will be calculated as one month's Rental plus R2,000.00 (two thousand).
- 21.1.4** By signing the Lease Agreement, the Tenant agrees that this is a fair and reasonable cancellation penalty.
- 21.1.5** the Landlord shall be entitled to recover from the Tenant any commission paid or due to the Property Practitioner.
- 21.2** If the Landlord or the Property Practitioner (as the case may be), by acting reasonably and diligently, is able to enter into a new lease agreement during the 20 (Twenty) Business Day notice period set out in clause 21.1.1, and the new lease agreement is for the same duration or a longer period than the remaining period of this Lease Agreement, and is with a Replacement Tenant, then the Tenant shall only be liable for the reasonable advertising costs incurred by the Landlord in advertising the Premises and for any commission due to the Property Practitioner. The advertising costs and commission charged under this clause 21.2 may not be more than the reasonable cancellation penalty set out in item 21.1.3.

22. TERMINATION OF THIS LEASE AGREEMENT BY THE LANDLORD

- 22.1** The Landlord or Property Practitioner may in their sole discretion terminate this Lease Agreement on 2 (Two) Months' Written notice in the following circumstances:
- 22.1.1** the Landlord intends to move into the Premises; or
- 22.1.2** the Landlord intends to sell the Premises.
- 22.2** In the event that the Tenant is placed in breach of this Lease Agreement and remedies such breach on 3 (Three) separate occasions over a consecutive 3 (Three) Month period, the Landlord or Property Practitioner shall be entitled to terminate this Lease Agreement on 20 (Twenty) Business Days' notice to the Tenant. In such an event:
- 22.2.1** the Landlord's right to terminate in terms of this clause 22.2 shall exist regardless of whether the Tenant remedies each breach prior to the expiry of each individual Month within the 3 (Three) Month period contemplated above; and
- 22.2.2** the provisions of this clause 22.2 shall apply during the Initial Period as well as any renewal periods to this Lease Agreement.
- 22.3** The Landlord may terminate this Lease Agreement with immediate effect and may demand that the Tenant vacate the Premises immediately and, in any event, within a period of no more than 24 (Twenty Four) hours in the event that the Landlord, the Property Practitioner or the Body Corporate become aware of the fact that the Tenant is conducting any form of criminal or illegal activity, or has contravened any law or by-law whatsoever, including the Criminal Procedure Act 51 of 1977, the Counterfeit Goods Act 37 of 1997 and the Treatment of Substance Abuse Act 70 of 2008.
- 22.4** In the event that the provisions of clause 22.3 apply, the Landlord shall not be obliged to prove the criminal or illegal activity in question, but shall be required to report such activity to the South African Police Service or other applicable body, which reporting may be done anonymously; provided that there is no obligation on the Landlord to prove such reporting to the Tenant or any third party.
- 22.5** In the event that the Tenant provides the Landlord or the Property Practitioner with incorrect information or documentation during the application process conducted before the conclusion of this Lease Agreement ("Application Process"), or omits to provide any relevant information or documentation,

whether intentionally or in error, the Landlord will be entitled to terminate the Lease Agreement with immediate effect. It is specifically recorded that all documentation and information provided or required during the Application Process form the basis upon which the Landlord concludes this Lease Agreement with the Tenant.

23. BREACH OF THIS LEASE AGREEMENT BY THE TENANT

- 23.1** In the event of the Tenant not paying the Rental or any other monies due in terms of this Lease Agreement on the date upon which such monies are due and payable, or committing any other breach in terms of this Lease Agreement then:
- 23.1.1** should the provisions of Section 14 of the CPA apply to this Lease Agreement and the Tenant remain in breach of any of the terms of this Lease Agreement for a period of 20 (Twenty) Business Days after despatch of a Written notice calling upon the Tenant to remedy such breach; or
- 23.1.2** should the Lease Agreement continue on a Month-to-Month basis and the provisions of Section 14 of the CPA accordingly not apply to this Lease Agreement, and the Tenant remain in breach of any of the terms of this Lease Agreement for a period of 7 (Seven) calendar days after dispatch of a Written notice calling upon the Tenant to remedy such breach;
- then the Landlord shall be entitled, in his sole discretion and without prejudice to any other rights that he may have in law, to either claim specific performance in terms of this Lease Agreement, or to cancel this Lease Agreement forthwith and without further notice claim all arrear Rental and / or any other damages from the Tenant.
- 23.2** Should this Lease Agreement be cancelled or terminated by the Landlord or Property Practitioner for any reason whatsoever, the Tenant and all other persons occupying the Premises through and / or under the Tenant shall (i) immediately vacate the Premises, and (ii) allow the Landlord to take occupation thereof.
- 23.3** In the event of the (i) Landlord or Property Practitioner cancelling or terminating this Lease Agreement, and (ii) the Tenant disputing the right of the Landlord to cancel or terminate and remaining in occupation of the Premises ("**Dispute**"), the Tenant shall, pending a decision in such Dispute, continue to pay an amount equivalent to the Rental, together with all other payments stipulated in this Lease Agreement, on the date that such payments are due, into the bank account set out in item 1.17.
- 23.4** In the event of a Dispute, as contemplated by the provisions of clause 23.3, the Landlord or Property Practitioner shall be entitled to accept and recover all payments made by the Tenant, either before or after legal proceedings have been instituted, and the acceptance thereof shall be without prejudice to, and shall not in any way whatsoever affect the Landlord's action of cancellation or termination then in Dispute. Should the Dispute be determined in favour of the Landlord, the payments made and received in terms of clause 23.3 and this clause 23.4 shall be deemed to be amounts paid by the Tenant for the damages suffered by the Landlord by reason of the cancellation or termination of the Lease Agreement and / or the unlawful holding over by the Tenant.

24. BREACH OF THIS LEASE AGREEMENT BY THE LANDLORD OF THE PREMISES

- 24.1** If the Landlord commits a Material Breach of this Lease Agreement, the Tenant may apply to a court:
- 24.1.1** for the recovery of any damages suffered by the Tenant as a result of such Material Breach; and
- 24.1.2** for specific performance by the Landlord of any obligation under this Lease Agreement.
- 24.2** The Tenant may also cancel this Lease Agreement, without penalty, if the Landlord does not remedy the Material Breach within 20 (Twenty) Business Days of notification being sent to the Landlord in Writing instructing the Landlord to do so.

25. ACKNOWLEDGMENT BY THE TENANT

- 25.1** The Tenant confirms that:
- 25.1.1** he has read and understands the provisions of this Lease Agreement;
- 25.1.2** all necessary clauses and items have been explained to him by the Landlord and / or the Property Practitioner;
- 25.1.3** he has been advised of all his rights in terms of this Lease Agreement and all relevant sections of the CPA; and
- 25.1.4** he Signs this Lease Agreement freely and voluntarily and has taken specific note of the relevant important sections as highlighted in Annexure F.

26. COSTS

- 26.1** The Tenant shall pay on demand to the Landlord or Property Practitioner all legal costs between attorney and own client incurred by the Landlord or Property Practitioner in respect of any legal steps taken in terms of this Lease Agreement.
- 26.2** The Tenant or Landlord (as the case may be) must also pay any reasonable charges that the innocent Party incurs due to late payments by the other Party.

27. LETTERS AND NOTICES

- 27.1** Any letter or notice given in terms of this Lease Agreement shall be in Writing and shall:
- 27.1.1** if delivered by hand be deemed to have been duly received by the addressee on the date of delivery;
 - 27.1.2** if posted by prepaid registered post be deemed to have been received by the addressee on the 5th (Fifth) Business Day following the date of such posting; and
 - 27.1.3** if transmitted by facsimile or email be deemed to have been duly received by the addressee on the date of delivery.
- 27.2** For purposes of clause 27.1, the contact details are as follows:
- 27.2.1** For the Landlord or Property Practitioner, ERA Building, 347 Church Avenue, Lynnwood, Pretoria, 0081, and
 - 27.2.2** For the Tenant, as set out in the Application Form – Annexure E under the parent / guardian / account payer details.
- 27.3** Notwithstanding anything to the contrary contained herein, a written notice of communication actually received by a Party shall be an adequate Written notice or communication to it notwithstanding that it was not sent to or delivered to the addresses set out in items 27.2.1 and 27.2.2.
- 27.4** The addresses given by the Parties in the Application Form – Annexure E and sections 27.2.1 and 27.2.2 shall constitute the Parties chosen addresses for any and all purposes stipulated under this Lease Agreement and the receipt of any documentation and the institution of any legal proceedings.

28. JURISDICTION OF THE MAGISTRATES' COURT / GOVERNING LAW

- 28.1** This Lease Agreement is governed by South African law.
- 28.2** Not limiting the jurisdiction that any other court may have, the Parties consent in terms of section 45 of the Magistrates' Courts Act 32 of 1944 (or any similar section of an act replacing such act) to the jurisdiction of the Magistrate's Court for the purpose of any proceedings in terms of or incidental to this Lease Agreement, notwithstanding that the amount claimed or the value of the matter in dispute may exceed such jurisdiction.

29. TENANTS WHO ARE FOREIGNERS

- 29.1** If the Tenant is not a citizen or permanent resident of South Africa, he confirms that he:
- 29.1.1** is not in the country in contravention of the Immigration Act 13 of 2002; and
 - 29.1.2** he has permission to be in the country for the duration of this Lease Agreement (including any renewal periods).
- 29.2** It is the Tenant's sole responsibility to comply with the provisions of this clause 29 and the Landlord shall not be liable to the Tenant for any loss or damage sustained or incurred by the Tenant as a result of any breach of the undertakings contained in this clause 29.
- 29.3** Should the Tenant be either:
- 29.3.1** a foreign state for the purposes of the Foreign States Immunities Act, Act 87 of 1981; or
 - 29.3.2** a diplomatic Property Practitioner for the purposes of the Vienna Convention on Diplomatic Relations, 1961; or
 - 29.3.3** a consular officer and / or consular employee for the purposes of the Vienna Convention on Consular Relations, 1963,
- then the Tenant hereby acknowledges that he does not enjoy immunity in respect of any proceedings in terms of this Lease Agreement in accordance with relevant provisions of the applicable legislation.

30. ALL OCCUPANTS OF THE PREMISES AND ALTERNATIVE ACCOMMODATION

- 30.1** The Tenant confirms that the (i) details of all occupants of the Premises, and (ii) Alternative Accommodation have been completed in the Application Form – Annexure E. Should there be any change

to this information, the Tenant undertakes to inform the Landlord of such changes in Writing. This information is required in compliance with the requirements of The Prevention of Illegal Evictions from and Unlawful Occupation of Land Act should it, at some stage, become necessary to institute eviction proceedings.

- 30.2** The Tenant agrees that, should eviction proceedings be instituted against him for any reason whatsoever, he will be able to use the Alternative Accommodation as a place of residence.

31. REGULATORY COMPLIANCE

- 31.1** The Tenant consents to and authorises the Landlord and / or the Property Practitioner to:
- 31.1.1** contact, request and obtain any information at any time and from any credit provider (or potential credit provider), bank or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant; and
 - 31.1.2** provide any information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord.
- 31.2** The Tenant acknowledges that the Landlord and Property Practitioner (as the case may be) will collect, use and process the Tenant's Personal Information for the purpose of:
- 31.2.1** the Application Process and entering into this Lease Agreement;
 - 31.2.2** performing their obligations in connection with this Lease Agreement;
 - 31.2.3** pursuing their legitimate interests under this Lease Agreement, which will include the right to process the Personal Information of the Tenant in the event of a sale or prospective sale of the Premises; and
 - 31.2.4** the general administration of the relationship between Parties.
- 31.3** In addition to the aforementioned provisions of this clause 31, both Parties undertake to ensure compliance with all Data Protection Legislation when processing Personal Information of the other Party.

32. NON VARIATION / ENTIRE AGREEMENT / MUTUAL SUPPORT

- 32.1** No addition to or variation or consensual cancellation of this Lease Agreement, including this clause, has effect unless it is in Writing and Signed by both Parties.
- 32.2** The Landlord and the Tenant agree that this Lease Agreement is the whole agreement between the Parties in regard to its subject matter.
- 32.3** The Parties undertake at all times to do all such things, to perform all such acts and to take all such steps as may be open to them and necessary for or incidental to the putting into effect or maintenance of the terms, conditions and import of this Lease Agreement.

33. LANDLORD'S HYPOTHEC (ITEMS BROUGHT ONTO THE PREMISES)

- 33.1** All items brought onto the Premises by the Tenant will serve as security for the Tenant's compliance with his obligations under this Lease Agreement. The Tenant may not give up his rights or possession of these items or remove them from the Premises
- 33.2** Subject to the Landlord's rights set out in clause 33.1, the Tenant undertakes to remove all items brought onto the Premises, from the Premises at the Termination or cancellation date. Any items left on the Premises by the Tenant after the Termination or cancellation date, will be deemed to be abandoned. The Landlord may dispose of all such items as he sees fit, and the Tenant will have no claim against the Landlord, of whatsoever nature, howsoever arising, and holds the Landlord harmless against all claims associated with such items.

34. RELAXATIONS OR INDULGENCES

No indulgence by one Party to the other Party, or failure to strictly enforce the terms of this Lease Agreement, is to be construed as a waiver or a basis for raising estoppel in any way.

35. SEVERABILITY

Each provision in this Lease Agreement is severable from all others, notwithstanding the manner in which they may be linked together or grouped grammatically, and if in terms of any judgment or order, any provision, phrase, sentence, paragraph or clause is found to be defective or unenforceable for any reason, the remaining provisions, phrases, sentences, paragraphs and clauses shall nevertheless continue to be of full force. In particular, the Parties acknowledge their intention to continue to be bound by this Lease Agreement notwithstanding that any provision may be found to be unenforceable or void or voidable, in which event the provision concerned shall be severed from the other provisions, each of which shall continue to be of full force.

36. SIGNATURE

36.1 This Lease Agreement shall be Signed in Writing.

36.2 In the event that the Parties are unable to Sign this Lease Agreement in terms of clause 36.1, then the Parties agree to this Lease Agreement being concluded by way of electronic signature.

36.3 This Lease Agreement may be executed in counterparts, each of which will be an original and which together constitute the same agreement.

37. DEED OF SURETY

If the Tenant is a company, close corporation or trust, the duly authorised directors, members and trustees respectively, undertake to complete the Deed of Surety and agree to be held jointly and severally liable for any obligations of the Tenant in terms of this Lease Agreement

38. MANAGING AGENT

38.1 The Tenant and the Landlord confirm that the Tenant was introduced to the Premises by the Property Practitioner set out in Section 2, and that the Property Practitioner was the only Effective Cause of the conclusion of this Lease Agreement.

38.2 The Property Practitioner is accordingly entitled to earn a commission on this Lease Agreement and any extension or renewal thereof.

38.3 The Property Practitioner is hereby authorised to deduct all commission owed to it from the Rental. The commission is not refundable. Should the Tenant fail to pay the Rental, the Property Practitioner would be entitled to claim the commission directly from the Landlord.

38.4 The Property Practitioner hereby warrants the validity of his fidelity fund certificate as at the Signature Date.

38.5 The Property Practitioner warrants that a fully completed and signed Mandatory Disclosure Form as set out in item 1.1, is attached as an annexure to this Lease Agreement

39. MARKETING THE PREMISES TO PROSPECTIVE TENANTS OR PURCHASERS

39.1 The Landlord shall be entitled to display "TO LET" signs at the Premises for 3 (Three) Months prior to the Termination Date, and to display "FOR SALE" signs at the Premises at any time during the subsistence of this Lease Agreement.

39.2 During the subsistence of this Lease Agreement, the Tenant will allow the Landlord (or any representative appointed by the Landlord) reasonable access to the Premises for the purposes of showing the Premises to prospective Tenants or purchasers, which access shall include access to the Premises on at least 2 (Two) Sundays per Month between the hours of 12:00 and 17:00, if required. The Landlord or its representative shall contact the Tenant to arrange for such access. Such access shall include the right to access the Premises to take photographs of the Premises for the purposes of marketing the Premises to prospective Tenants or Purchasers.

39.3 Should the Tenant fail to allow reasonable access, as set out above, and should the Landlord suffer any damages as a result of the Tenant's failure to allow the Landlord the opportunity to secure a tenant or purchaser, then the Landlord will be allowed to claim all damages suffered from the Tenant. The Tenant agrees to pay all such amounts claimed by the Landlord on demand.

40. POTENTIAL SALE

If the Tenant signs a sale agreement with the Landlord at any time during the Initial Period of the Lease Agreement, any renewal period of the Lease Agreement, or within 12 (Twelve) months after the Termination Date, then The Property Practitioner shall be deemed to have been the reason that such sale took place and The Property Practitioner shall be entitled to payment by the Landlord of commission equal 5 (five) percent of the selling price.

41. REQUEST TO MOVE TO ANOTHER UNIT

- 41.1** The Tenant may at no time during the duration of the Lease Agreement, request to be moved to another Premises (unit). The unit the Tenant is assigned to is final, and the Tenant is to rent that unit for the entire duration of the Lease Agreement.
- 41.2** The Tenant acknowledges that the Premises is situated within a block of similar units; however, the units are not all owned by the Property Practitioner or the Landlord and as such moving from one unit to the other is not allowed.
- 41.3** Should a Tenant wish to move to another unit, the Lease Agreement must be cancelled as per section 21 and all relevant costs as per section 21 will apply.
- 41.4** Should the Tenant's cancellation be because of a dispute between the Tenant and the other occupant, and a resolution not be found for the dispute, the Tenant responsible for the dispute will be liable for all relevant costs as per section 21 which includes inter alia the Reasonable Cancellation Penalty.
- 41.5** The Tenant expressly acknowledges that the Property Practitioner will evaluate all available information and will determine whether or not the Tenant is liable for the other Tenant's relevant cancellation costs as per section 21 and furthermore, the Tenant acknowledges that the Property Practitioner's decision in this regard is final and binding and the Tenant explicitly accepts that the Property Practitioner's decision is not required to provide any documentary proof in this regard.
- 41.6** The Tenant expressly acknowledges that even if the Tenant cancels the Lease Agreement as per section 21, the Property Practitioner does not warrant that any other units will be available. The Tenant is thus to enquire from the Property Practitioner prior to cancelling the Lease Agreement as to the availability of other units, prior to cancelling the Lease Agreement.

42. ADDITIONAL SERVICES

The Additional Services will be provided in terms of Annexure D.

43. ANNEXURES TO THE AGREEMENT

- 43.1** The following documents are annexed to the Lease Agreement and form part of the Lease Agreement:
 - 43.1.1** Annexure A – Debit Order form (please complete if selected this payment option in section 1).
 - 43.1.2** Annexure B – Admission of Liability of Parent / Guardian to pay amount NOT covered by bursary. All bursary Tenants must complete Annexure B.
 - 43.1.3** Annexure C – House Rules.
 - 43.1.4** Annexure D – Additional Services to Tenants
 - 43.1.5** Annexure E – Application Form
 - 43.1.6** Annexure F – Acknowledgements by the Tenant and Parent / Guardian / Account Payer
 - 43.1.7** Annexure G – Mandatory Disclosure Form in terms of section 67 of the PPA (available on request)

44. PROOF OF PAYMENTS

- 44.1** The Tenant is responsible to keep all proof of payments made to the Property Practitioner.
- 44.2** Should there be any account related disputes, the Tenant will need to provide all proof of payments to the Property Practitioner or Landlord.
- 44.3** In the event that the Tenant has a bursary, and the bursary has paid the Tenant's account and the Tenant wishes to request a refund of the amount the Tenant has paid, the Tenant is required to produce proof of payment for all payments made to the Property Practitioner.

45. PAYMENTS TO THE PROPERTY PRACTITIONER

- 45.1** The Tenant is responsible to ensure the correct bank account is used when making payments to the Property Practitioner. The banking details of the Property Practitioner is set out in section 1.

- 45.2** The Tenant is responsible to ensure the correct Payment Reference is used when making payments to the Property Practitioner.
- 45.3** For the Initial Payment use student ID number as Payment Reference.
- 45.4** For all subsequent payments use the Account Number as indicated on invoice/statement as Payment Reference.
- 45.5** All cash deposit & international SWIFT Fees or clearing fees will be for the Tenant's account. The fees charged to the Tenant's account will amount to the fees charged by the Property Practitioner's bank plus 5%.
- 45.6** Should incorrect Payment References be used an administrative fee of R150.00 will be payable for each incorrect Payment Reference used.
- 45.7** If the Tenant does not pay their monthly Rent on or before the 1st day of the month, and the Property Practitioner send a follow up SMS or Letter of Demand, the Tenant will be liable for a cost of R11.50 per SMS and R115.00 per Letter of Demand.

46. SHARED LIVING

- 46.1** The Property Practitioner leases the Premises with the use and enjoyment thereof to the Tenant on a Sharing basis. The Premises shall be used as a place of study and residence for the duration of the student's tenancy. The Tenant acknowledges that he will potentially be sharing the Premises with other students that he may not know personally.
- 46.2** The Tenant shall at all times:
- (i) conduct himself in a manner that is sociable when interacting with other occupants, and
 - (ii) assist in creating an environment that is safe and conducive to learning, and
 - (iii) keep the Premises clean and hygienic as per the Property Practitioner's instructions.
- 46.3** The Tenant furthermore undertakes to take other occupants into consideration and to respect the
- (i) other occupants' rights and learning experience, and
 - (ii) occupancy itself.
- 46.4** The Tenant is responsible to ensure an agreement between any other Tenants who occupy the same Premises as to the use of all facilities, shared spaces, furniture and fittings, electricity, and equipment.
- 46.5** A contravention of the Shared Living principle or any of the above clauses, shall constitute a Material Breach of the Lease Agreement.
- 46.6** Should the Tenant's actions result in the other occupant who is Sharing the Premises to either cancel their Lease Agreement or request to be moved to another unit, the Tenant shall be held liable for the Reasonable Cancellation Penalty of that student as well as the Rental due for that student's notice period.
- 46.7** Although every care is taken to place Tenants with similar study courses and similar characteristics in the same unit, this cannot be guaranteed, and the Tenant expressly acknowledges that they will be sharing with someone who may not share the same characteristics as the Tenant. If Tenants are sharing who do not have the same or similar study courses and the same or similar characteristics it will not give valid grounds for cancellation. In other words, the Tenant will not be allowed to cancel based just on the differences between themselves and roommates.
- 46.8** The Property Practitioner will not be held responsible for any disputes, or the resolving thereof between Tenants sharing the same Premises.
- 46.9** Should the Tenants sharing the same Premises not be able to resolve the dispute between themselves, they may approach the Property Practitioner for arbitration with regards to the dispute; however, the Tenants will need to provide proof that they have attempted to resolve the dispute themselves.
- 46.10** The arbitration will be conducted in accordance with the Property Practitioner's sole discretion, which inter-alia would include the following process:
- 46.10.1.** An arbitration meeting will be scheduled with the Tenants.
 - 46.10.2.** The arbitration meeting will provide each party to state their case.
 - 46.10.3.** The Property Practitioner will evaluate and address each party in terms of the terms of the Lease Agreement, and if any party is in contravention of the terms of the Lease Agreement, they will be informed accordingly.
 - 46.10.4.** A remedy plan will be formulated by the Property Practitioner, and the Tenants are to follow the remedy plan.
- 46.11** The Property Practitioner does not warrant that any arbitration process will resolve Tenant disputes, and the Tenants ultimately remain responsible for disputes and resolving thereof.

- 46.12** Should the remedy plan or arbitration be unsuccessful, it will not give valid grounds to cancel the Lease Agreement. Should any Tenant after the remedy plan or arbitration wish to still cancel their Lease Agreement, the cancellation must still be done in terms of section 21.

47. TENANT NOT TAKING OCCUPATION

The terms of the Lease Agreement shall apply from the Effective Date regardless of if the Tenant has taken occupation of the Premises on the Effective Date or not.

48. BURSARIES

- 48.1** The Tenant explicitly acknowledges that the Lease Agreement is entered into between the Property Practitioner, Landlord, and the Tenant, and that no bursary or funder forms part of the Lease Agreement.
- 48.2** The Tenant explicitly acknowledges that the Premises is private student accommodation and is not accredited as private student accommodation with any tertiary institute, funder, bursary or scheme, specifically not with the University of the Free State (UFS) nor the National Student Financial Aid Scheme (NSFAS).
- 48.3** The Tenant explicitly acknowledges that the Premises, Landlord or the Property Practitioner is not registered on the Central Supplier Database (CSD) in South Africa, and should the Tenant's bursary or funder require registration and compliance on the CSD, this will be at the sole discretion of the Landlord and/or Property Practitioner. Neither the Landlord nor the Property Practitioner, warrants that registration on the CSD will be done or maintained as per the CSD's requirements, regardless of if there was CSD registration in previous years.
- 48.4** The Tenant explicitly acknowledges that any documentation requested by the Tenant's bursary or funder from the Landlord and the Property Practitioner, will only be provided subject to availability. Neither the Landlord or the Property Practitioner, warrants that any documentation or requirements that the Tenant's bursary or funder may have or require, will be provided or adhered to.
- 48.5** The Tenant explicitly acknowledges that the Tenant is responsible to enquire from the Tenant's bursary or funder as to the requirements and/or documentation that may be required from the Landlord or the Property Practitioner and engage with the Landlord and/or Property Practitioner as to the availability of the required documents or requirements prior to the signing of the Lease Agreement.
- 48.6** The Tenant explicitly indemnifies the Landlord and the Property Practitioner from any possible damages the Tenant may suffer from funding not provided by a bursar due to any documentation, registration or requirements that the bursary or funder may have, to which the Landlord or Property Practitioner has not adhered to or provided.
- 48.7** Should a Tenant be a recipient of a bursary or funding, the Tenant must ensure that the Rental is paid and clears the Landlord's nominated bank account by the 1st (First) day of every Month, regardless of if the Tenant has a bursary or not.
- 48.8** The Tenant must pay for the Monthly Rental until the bursary pays. When a bursary has paid, the Tenant may apply in writing for a refund of the amounts paid by the Tenant to the Tenant's nominated bank account, limited to the available credit on the Tenant's account. The Tenant will be required to produce Proof of Payments for all amounts paid before any refund is processed.
- 48.9** The Tenant, Parent and account payer indemnifies the Landlord and the Property Practitioner from any damages if the refund is processed to the Tenant instead of the Parent and or account payer, and vice versa.
- 48.10** The Landlord and Property Practitioner shall not be held responsible for any Tenant and/or bursar or funder disputes nor have any liability as to refunds processed to the Tenant, Parent or account payer instead of the bursary or funder, and vice versa.
- 48.11** All bursary Tenants must complete Annexure B.
- 48.12** Tenant is responsible to ensure the bursary receives all required documents for the bursary to process the required payment; the Property Practitioner will not enter into any correspondence with the bursary on behalf of the Tenant.
- 48.13** The terms of the Lease Agreement will still apply, even if a bursary withdraws funding from a Tenant. The Tenant remains responsible to comply with the terms of the Lease Agreement and pay the monthly Rental if a bursary withdraws funding from a Tenant.

49. MOVE IN PROCEDURE

- 49.1** The Tenant acknowledges that they will only be allowed to move into the unit once:
- 49.1.1** The Tenant's Application has been approved, **and**
 - 49.1.2** The Tenant has paid the full Initial Payment and sent proof of the payment to the Property Practitioner via email at least 10 Business Days prior to the Effective Date, **and**
 - 49.1.3** The Tenant has notified the Property Practitioner of the Tenant's move in date at least 5 Business Days prior to the Effective Date, **and**
 - 49.1.4** The Tenant has signed this Lease Agreement and provided all required FICA or supporting documents as requested by the Property Practitioner, **and**
 - 49.1.5** The Tenant has received a Key Receipt confirming that the unit is ready for occupation and that the Tenant may move in.
- 49.2** After moving into the unit, the Tenant shall send an email to finance@legprop.co.za confirming that they have moved into the unit, failing which the Tenant will not be issued with any Additional Services.

50. MOVE OUT PROCEDURE

- 50.1** The Tenant is to arrange for an outgoing inspection at least 10 Business Days prior to vacating the Premises. The Property Practitioner will communicate the relevant details with regard to arranging outgoing inspections closer to the Termination date.
- 50.2** If the Tenant fails to arrange for the outgoing inspection or is absent from the pre-arranged outgoing inspection, the final unit inspection will be done without the Tenant's presence.
- 50.3** When moving out of the unit, all personal belongings must be removed not later than the Termination Date (clause 1). The Property Practitioner will not be responsible for the safekeeping or storage of belongings. Keys must be returned by 12:00 on the Termination Date. Any items left on the Premises by the Tenant after the Termination or cancellation date, will be deemed to be abandoned. The Landlord may dispose of all such items as he sees fit, and the Tenant will have no claim against the Landlord, of whatsoever nature, howsoever arising, and holds the Landlord harmless against all claims associated with such items. This applies even if a tenant has entered into a new Lease Agreement for the next year.

51. PROOF OF REGISTRATION AS A STUDENT AT A RECOGNISED TERTIARY INSTITUTION

- 51.1** Unilofts is zoned as student accommodation, as such only registered students may live there.
- 51.2** The Tenant is to provide proof of registration as a student at a recognized tertiary institution (proof of registration), prior to the commencement date of the lease agreement.
- 51.3** Should the Tenant fail to provide proof of registration prior to moving in, the Lease Agreement may be cancelled by the Property Practitioner, and the Tenant indemnifies the Landlord and the Property Practitioner of any liability for any possible damages from the cancellation of the Lease Agreement.
- 51.4** Should the Tenant be allowed to move in, prior to providing the proof of registration, and the Tenant subsequently fails to provide proof of registration on request of the Property Practitioner, the Lease Agreement may be cancelled by the Property Practitioner, and the Tenant will be required to vacate the Premises with immediate effect. Furthermore, the Tenant indemnifies the Landlord and the Property Practitioner of any liability for any possible damages from the cancellation of the Lease Agreement.

52. ENTRY INTO THE PREMISES

- 52.1** Entry to the Premises will be by way of signing into a security register at security located at the main entrance of the Premises, each time the Tenant enters the Premises.
- 52.2** Upon moving in the Tenant will be required to register for biometric identification (fingerprint access) by reporting to the office designated by the Property Practitioner.
- 52.3** If the Tenant's account is fully paid up to date, the Tenant will be allowed to enter the premises by way of biometric identification (fingerprint access) and will not be required to sign the security register.
- 52.4** If the Tenant's account is unpaid, biometric identification (fingerprint access) will be suspended until the account has been fully paid, and entry will be by way of signing the security register at security located at the main entrance.
- 52.5** The Property Practitioner may communicate any changes to the entry procedure to the Tenant which will be binding on the Tenant.

1) SIGNED by **TENANT** _____ Date: _____

2) SIGNED by the Parent or Guardian or person responsible for payment, of the Tenant:

_____ Date: _____
3) SIGNED by **Parent B (if married in community of property)**

_____ Date: _____

4) SIGNED on behalf of the **PROPERTY PRACTITIONER** _____ Date: _____

5) SIGNED by Intake office in BFN _____ Date: _____



Legprop (Pty) Ltd
 Reg: 1998/019215/07 VAT:4510233747
 ERA Building, 347 Church Avenue,
 Lynnwood, Pretoria, 0081
 ☒ PO Box 36805, Menlo Park, 0102
 ☎ (012) 348 3578 ☎ 086 212 0819
 www.unilofts.co.za

Annexure A

Mandate for Debit Order Payment instructions

(Only available for South African Bank accounts)

(Debit Orders only to be processed on the first Business Day of each month)

(Only complete this form if you wish to pay via monthly debit order)

A. Authority

Name of Account Holder		Cell Phone Number	
Bank		Branch Code	
Account Number (PLEASE PRINT CLEAR NUMBERS)			
Type of Account (delete that which is not applicable)	Current(chèque) / Savings / Transmission		
Day of the month for collection	1 st business day of every month		
Name and Surname of Tenant			
Authority granted to (name of beneficiary)	LEGPROP		

B. AMOUNTS PAYABLE as per option chosen in section 1 of the Lease Agreement.

To LEGPROP (PTY) LTD

Abbreviated Name: LEGPROP

I/We hereby authorise you to issue and deliver payment instructions to your Banker for collection against my/our abovementioned account at my /our abovementioned Bank or branch to which I/we may transfer my/our account on condition that the sum of such payment instructions will never exceed my/our obligations agreed to in the Agreement and commencing on date of signature and continuing until this authority and Mandate is terminated by me/us by giving you notice in writing of not less than 20 ordinary working days, and sent by prepaid registered post or delivered to your address as indicated above. In the event that the payment day falls on a Sunday, or recognised South African public holiday, the payment day will automatically be the very next ordinary business day. Furthermore, if there are insufficient funds in my account to meet the obligation, you are entitled to track my account and re-present the instruction for payment as soon as sufficient funds are available in my account. I agree to pay the banking fee and any penalties that may be charged to my account as a result of the above.

I/We understand that the withdrawals hereby authorised will be processed through a computerised system provided by the South African Banks. I also understand that details of each withdrawal will be printed on my Bank statement. Such must contain a number, which must be included in the said payment instruction and if provided to me should enable me to identify the Agreement. This number must be added to this form in Section E before the issuing of any payment instruction.

Site Office, Unilofts Bloemfontein, 58 Arndt Street, Universitas, Bloemfontein Tel: 051 011 0075/64 Fax: 086 212 0819 Site Office, Unilofts Pretoria, Corner Lunnon and Herold, Hillcrest, Pretoria

Lessor
Initial here

Tenant & Parent/
Guardian Initial here

C Mandate

I/We acknowledge that all payment instructions issued by you shall be treated by my/our abovementioned Bank as if the instructions have been issued by me/us personally.

D Cancellation

I/We agree that although this Authority and Mandate may be cancelled by me/us, such cancellation will not cancel the Agreement. I/We shall not be entitled to any refund of amounts which you have withdrawn while this Authority was in force, if such amounts were legally owing to you.

E Assignment

I/We acknowledge that this Authority may be ceded or assigned to a third party if the Agreement is also ceded or assigned to that third party, but in the absence of such assignment of the Agreement, this Authority and Mandate cannot be assigned to any third party. This signed Authority and Mandate refers to our contract dated _____ ("the Agreement")

Signed at _____ on this _____ day of _____ 20__

(Signature as used for operating on this account)

(Assisted by)

For Office use:

Mandate Reference Number:	
---------------------------	--

ANNEXURE B

ALL BURSARY STUDENTS and PARENTS / GUARDIANS of bursary students MUST complete this Annexure

1. The Tenant explicitly acknowledges that the Lease Agreement is entered into between the Property Practitioner, Landlord, and the Tenant, and that no bursary or funder forms part of the Lease Agreement.
2. The Tenant explicitly acknowledges that the Premises is private student accommodation and is not accredited as private student accommodation with any tertiary institute, funder, bursary or scheme, specifically not with the University of the Free State (UFS) nor the National Student Financial Aid Scheme (NSFAS).
3. The Tenant explicitly acknowledges that the Premises, Landlord or the Property Practitioner is not registered on the Central Supplier Database (CSD) in South Africa and should the Tenant's bursary or funder require registration and compliance on the CSD, this will be at the sole discretion of the Landlord and/or Property Practitioner. Neither the Landlord nor the Property Practitioner, warrants that registration on the CSD will be done or maintained as per the CSD's requirements, regardless of if there was CSD registration in previous years.
4. The Tenant explicitly acknowledges that any documentation requested by the Tenant's bursary or funder from the Landlord and the Property Practitioner, will only be provided subject to availability. Neither the Landlord or the Property Practitioner, warrants that any documentation or requirements that the Tenant's bursary or funder may have or require, will be provided or adhered to.
5. The Tenant explicitly acknowledges that the Tenant is responsible to enquire from the Tenant's bursary or funder as to the requirements and/or documentation that may be required from the Landlord or the Property Practitioner and engage with the Landlord and/or Property Practitioner as to the availability of the required documents or requirements prior to the signing of the Lease Agreement.
6. The Tenant explicitly indemnifies the Landlord and the Property Practitioner from any possible damages the Tenant may suffer from funding not provided by a bursar due to any documentation, registration or requirements that the bursary or funder may have, to which the Landlord or Property Practitioner has not adhered to or provided.
7. Should a Tenant be a recipient of a bursary or funding, the Tenant must ensure that the Rental is paid and clears the Landlord's nominated bank account by the 1st (First) day of every Month, regardless of if the Tenant has a bursary or not.
8. The Tenant must pay for the Monthly Rental until the bursary pays. When a bursary has paid, the Tenant may apply in writing for a refund of the amounts paid by the Tenant to the Tenant's nominated bank account, limited to the available credit on the Tenant's account. The Tenant will be required to produce Proof of Payments for all amounts paid before any refund is processed.
9. The Tenant, Parent and account payer indemnifies the Landlord and the Property Practitioner from any damages if the refund is processed to the Tenant instead of the Parent and or account payer, and vice versa.
10. The Landlord and Property Practitioner shall not be held responsible for any Tenant and/or bursar or funder disputes nor have any liability as to refunds processed to the Tenant, Parent or account payer instead of the bursary or funder, and vice versa.
11. Tenant is responsible to ensure the bursary receives all required documents for the bursary to process the required payment; the Property Practitioner will not enter into any correspondence with the bursary on behalf of the Tenant.
12. The terms of the Lease Agreement will still apply, even if a bursary withdraws funding from a Tenant. The Tenant remains responsible to comply with the terms of the Lease Agreement and pay the monthly Rental if a bursary withdraws funding from a Tenant.
13. The Tenant must provide a bursary letter along with the Lease Agreement.

14. The Tenant must provide the following information:

1.1	Name of bursary / sponsor:	
1.2	Bursary physical address:	
1.3	Bursary contact person:	
1.4	Bursary contact number:	
1.5	Bursary contact email:	
1.6	Date of expected payment by bursary:	
1.7	Amount paid by bursary for accommodation:	R

Signed by the TENANT _____ Date: _____

As surety signed by the parent/guardian/person responsible for payment of amount not covered by bursary

PARENT/GUARDIAN/RESPONSIBLE PERSON, and as surety Date: _____

Annexure C

UNILOFTS BLOEMFONTEIN

Body Corporate rules

1. INTRODUCTION

Unilofts is well-known in the community as a complex of high moral values and good reputation. Legprop is therefore proud to be elected as Managing Agent and will not dwindle from rules and regulations set by the Trustees and Body Corporate. In order to maintain our reputation and the image of Unilofts, we rely on your co-operation.

Like all other off-campus accommodation, Unilofts has a set of clearly defined house rules that are implemented by the owners and the Body Corporate. Tenants are thus lawfully obliged to respect and adhere to these rules and regulations. Misconduct and offences are categorized into 3 levels.

Category of offense	1 st offense	2 nd offense	3 rd offense
Green - minor	1 st warning	2 nd warning	R100 – R250 fines
Yellow - serious	R100-R500 fine	2 nd fine	Eviction
Red - very serious	R250 – R1000 Fines	Eviction	

Category 3 - RED OFFENCES

2. ACCESS CONTROL –TENANTS

2.1 Main entrance:

The Bio-metric Access of tenants are registered at the first-floor office.

2.2 Vehicle Entrance:

Tenants will receive a parking disc for vehicles upon arrival. Parking discs must be displayed on the windscreen at all times. Failing not to display parking discs will lead to no access. All vehicle's boots will be opened for security reasons. Should you have a problem with Security opening your boot, you will be responsible to get out of the car and open the boot yourself. NO LETTERS WILL BE GIVEN TO BYPASS THIS SECURITY CHECK. Security breaches will carry a fine of R250 without a warning.

3. ACCESS CONTROL – VISITORS

3.1 Main entrance:

All visitors must register at Reception with a valid ID card, Student card, Driver's licence or passport. Visitors that are clearly under the influence of alcohol and/or substances will not be allowed into the building. **VISITORS ARE TO BE MET AND ESCORTED BY THE TENANT FROM RECEPTION.**

3.2 Vehicle Entrance:

Visitor's vehicles can only park inside the complex after registering at Security. Visitors parking discs must be displayed on the windscreen at all times. All vehicle's boots will be opened for security reasons. Should you have a problem with Security opening your boot, you will be responsible to get out of the car and open the boot yourself. If you are found guilty of bringing in a person through the vehicle entrance, a fine of R250 will be issued.

4. SMOKING, ALCOHOL & DRUGS (INCLUDING WEED/MARIJUANA/CANNABIS)

- 4.1 Smoking and public use of alcohol or open glasses/ bottles at the Main Entrance, stairs and lawns in the gardens are not allowed. No drinking or open glasses/bottles and smoking is allowed at Reception. R250 fine, no warning.
- 4.2 **The possession and or use of hubbies IN THE BUILDING are not allowed. Items will be confiscated and kept in storage until the contract expires. R500 fine will be issued, no warning.**
- 4.3 Drinking alcohol or having open glasses/bottels and smoking on the walkways are not allowed. R250 fine, no warning.

- 4.4 **Legprop and the Body Corporate have a Zero-tolerance attitude towards drugs (Including Weed/Marijuana/Cannabis).** No warning. Fines will be issued and / or expulsion. Minimum R500 fine. Visitors caught bringing in drugs will be banned, and the tenant will be held responsible for a visitor's offence.
- 4.5 **Smoking in the units are not allowed by law and a penalty fine of R500 will charge on your account. Designated area for smoking on the balcony only. Use an ASHTRAY. Do not throw your cigarette butts over the balcony. Do not use the walls to extinguish your cigarettes. You will be charged to re-paint the wall - R100 fine.**

5. WEAPONS, ASSAULT & OTHER DANGEROUS ACTIONS

- 5.1 Fireworks are banned. Fire-arms, BB guns, paintball guns, crossbows, blowpipes, slingshots, (ketties) or any other type of weapons are not allowed on the premises. No warning, R500 fine.
- 5.2 Do not place any articles on the balcony wall, flowerpots, glasses, ashtrays, bedding etc. It could lead to damages or injuries. No warning, R250 warning.
- 5.3 No sitting on balcony walls and/or passage walls. No warning will be issued, but a penalty fine of R500 will be charged.
- 5.4 No open fires (charcoal, wood or gas braais) are allowed on the balconies. A R500 fine if guilty. All braai events are to be arranged with Security, and to end at 22h00. No noise and loud music at these events. No vehicles beyond the yellow line at braai area.
- 5.5 No gas heaters and/or stoves are allowed inside the units. R500 fine if guilty.
- 5.6 Any abusive, foul language or aggressive behaviour towards fellow tenants, owners, management, security or visitors will not be tolerated. This behaviour is seen in an extremely serious light and a fine of R500 will be payable as well as the issuing of a warning letter. Should this offence occur a second time, a final warning will be issued. On the 3rd offence the tenant's contract may be cancelled and evicted from the premises.
- 5.7 Any party guilty of physical assault of fellow students, tenants, owners, management, security or staff members will summarily be evicted and the contract will be cancelled.
- 5.8 Tampering with security cameras, any cables/pipes or fire equipment are illegal – R500 fine.
Breaking of any seals on doors or fire equipment will result in a R500 penalty fine without a warning.
- 5.9 Malicious damage to property will lead to a fine of R500 plus expenses for the repairs

Category 2 - YELLOW OFFENCES

6. VISITORS

- 6.1 Tenants will be held responsible for their visitor's actions. Visitors are limited to 2 persons per tenant. Visitors will not be allowed to walk in the building unattended. R500 fine for the tenant, no warning.
- 6.2 No visitors will be allowed into the building after 23H00, and all visitors must exit the building by 24H00. No visitors will be allowed before 07h00 in the mornings. Sundays, visitors are to leave the complex by 22h00. R250 fine to the tenant for not adhering to these times.
- 6.3 Should the visitors not exit before the specified cut-off times; their fingerprints will automatically be removed by the system. Tenants must see to it that visitors adhere to these times. A R250 fine will be issued in these cases to the responsible tenants.
- 6.4 Frequency of visitors will be monitored to minimize day-light squatting. Day-light squatting is a serious disturbance to your flatmate. This is defined as a visitor entering the complex on a daily basis from early in the mornings to late in the afternoons and nights. R500 fine for tenant, visitor will not be allowed in complex in future.
- 6.5 No visitors under the influence or severely intoxicated by any other substance will be allowed in the complex. The tenant is responsible for their visitor's actions. The visitor will be asked to leave the premises, and the tenant will pay a penalty of R500 for a visitor's offence.
- 6.6 Unilofts will not be used as an "overnight recovery ward" for visitors - R500 fine for tenant's account.
- 6.7 Visitors are not allowed to do ANY promotion and/or campaign work in the building. R500 fine for the tenant, no warning.

7. SLEEPOVERS

- 7.1 **Sleepovers Sleepovers must be arranged at Reception. Kindly refer to clause 6.2 for allowed visiting hours.**
- 7.2 **Sleepovers are charged at R250 per night.** In order to compensate your flatmate, R30 of the charge will be allocated for electricity on the specific day.
- 7.3 Sleepovers are limited to 5 per month per tenant.
- 7.4 Sleepover visitors are restricted to one visitor per sleepover.

- 7.5 Sleepovers are not transferable to roommates or other tenants. Sleepovers cannot be accumulated and will not be carried over to the next month. Sleepovers not used in a month will be forfeited. Sleepovers are not refundable.
- 7.6 Visitors caught without pre-booked sleepover/s will cause the tenant/s to receive a R250 fine.
- 7.7 **Sleepovers booked on other tenants names are not allowed and will be regarded as fraud. R500 fine, no warning.**

8. NOISE & DISTURBANCE

- 8.1 Noise control will be enforced daily. Quiet times will be from **20h00 to 07h00** the next morning. Strict actions will be taken during quiet times.
- 8.2 **The Entrance and Reception are strictly NO NOISE areas. No loud talking, loud laughter and other noises will be allowed in these areas. No loud talking at the lift areas and inside of the lifts.**
- 8.4 No loud talking, yelling, laughing will be allowed on the walkways, staircases and balconies. First warning issued, thereafter R250 penalty fine.
- 8.5 No loud music, loud television or other musical instruments will be allowed in the complex. Warning, R250 fine.
- 8.6 NO running on the walkways. It causes disturbance and might lead to injuries. R100 fine.
- 8.7 When entering the complex by car, please turn down the music in your car. The tenants living above the entrance gate do not want to listen to your noise. First Warning. R250 fine on 2nd warning.
- 8.8 **No hooting**, screaming tyres, excessive engine noises and blundering exhausts will be allowed in front of Unilofts, the gates, Reception, basement or ground parking level. First warning, and R250 fine on the second warning.
- 8.9 Reduce speed in the complex. Speed limit 20km/h. Speeding will cost you R250
- 8.10 **Residents must control their visitor's behaviour to avoid any nuisance or disturbance to other tenants.**

9. PARKING

- 9.1 There is no allocated parking, however, if you see the same car parked on a specific zone for a duration of time, please respect that persons wish to park on that zone.
- 9.2 No double parking, parking across other parking lines, parking on disabled zones or in restricted areas. The **National Road Traffic Regulations also apply inside the complex.** Stop signs and regulations are to be adhered to. In the aforementioned instances a penalty fine of R250 will be charged, no warning.
- 9.3 The penalty fine for reckless driving is R250 – R500 depending on offence. Speed limit is 20 km/h.
- 9.4 Visitors are welcome to park inside the complex once they registered and obtained a disc.
- 9.5 Do not block in a vehicle. R250 fine, NO warning. Your vehicle will be towed away with costs to you.
- 9.6 **Parking discs must be displayed at all times on the windscreen of your car inside the complex.**
- 9.7 Rubbish must be placed in the bins in the corridor shaft at the end of each block. **Ensure the door of the shaft is latched when you're done. DO NOT LITTER!!**
- 9.8 Balconies must also be kept clean and free of any unsightly objects; empty bottles, boxes etc.
- 9.9 Mops sticking out and clothes draped over the sidewall of the balcony portray a bad image and is not allowed. Warnings and R250 fines will be issued.
- 9.10 Littering in the complex will cost you a R100 penalty. Do not sweep your rubbish, dust etc. onto the walkways. Use a scoop to pick up waste.
- 9.11 **No eating or drinking allowed at Reception and inside the elevators. Warning and R100 cleaning fee will be charged to the guilty persons.**
- 9.12 No washing of cars in the complex. Warning and fines will be issued - R150
- 9.13 No pets allowed. R250 fine
- 9.14 Removal or damaging of signs, posters and notices will not be tolerated. Penalty fine - R100

10. COMPLAINTS

- 10.1 **The SMS number 44342 is there for emergencies only!** Report any loud noises, music, drinking parties, unacceptable behaviour, etc. to this number. **You must report these incidents to help us control noise levels and other disturbances.**
- 10.2 **Other complaints and requests must be reported to 1st floor office or 2nd floor office, or via e-mail to info@unilofts.co.za or office@unilofts.co.za.**

!!!!!!ELECTRICITY!!!!!!

1. Kindly register on Oami (www.oami.co.za) or download the Oami App once you have moved in. This will allow you to keep track of your electricity usage and the remainder of your units.
2. When registering, please enter a 0 (Zero) at Alert Limits and do NOT add your cell phone number – You will be charged R1.50 per SMS Protea Metering Sends if you select an Alert Limit and/or add your cell phone number, rather add your email address. These charges will then be added to your Service Account Balance which will be deducted each time you purchase electricity until the Balance is on 0 (Zero) again.
3. Do NOT buy electricity tokens more than once a day. This includes cash, SnapScan, online banking and/or via the Oami App purchases. Should you purchase electricity more than once a day and one or both tokens doesn't load OR you purchase directly from your online banking or via the Oami App and it doesn't load, please note that we do NOT take ANY responsibility to get it resolved. In such an instance, you would have to contact Protea Metering yourself (Contact Details to be provided below). Should you purchase electricity twice on the same day, Protea Metering will charge you a fine to resolve the allocation of both transactions.
4. Do NOT let your electricity run out as it can take up to 2 hours to load. Should your electricity run out, DO NOT purchase electricity via Online Banking or the Oami App. Rather purchase electricity at Reception.
5. Electricity, Data and Airtime can be bought at Security Reception via cash and/or SnapScan.
6. Please de-register when you move out.
7. For technical support kindly contact Protea Metering, by referring to their contact details on their website <https://proteametering.co.za/contact/>

Annexure D

Additional Services to Tenants

1. Additional Services are services and/or products supplied to the Tenant free of charge on the condition that the Tenant's account is paid up to date and that the Tenant has paid the full Initial Payment. Should the Rental not clear the Property Practitioner's bank account by the 1st of a month, or if the Tenant's account is in arrears, or if the Initial Payment is not received before the Tenant moves in, the services will be forfeited in full for each month the Tenant's account is in arrears. By signing the Lease Agreement, the Tenant agrees to the following terms and conditions on which the Additional Services will be provided. It is also the responsibility of the Tenant to familiarise themselves with the terms and conditions mentioned below.
2. Tenants will be provided with the following additional services as part of the Lease Agreement subject to the condition that the Tenant has paid the full Initial Payment and their account is paid up to date in full:
 - 2.1 Monthly uncapped data voucher at an up and download speed of 5 Mbps for a maximum of two devices.
 - 2.2 R150 Monthly prepaid electricity.
 - 2.3 One free unit cleaning per month. This will include bedrooms, balcony, floors, kitchen, living room and bathroom. Dishes will not be washed, there will be no picking up after the Tenants, and the Tenant is responsible for the washing of dishes, as well as the washing and maintaining of all appliances.
 - 2.4 DSTV Connection (Tenant to supply their own DSTV decoder, smart card, and subscription, only the connection to the satellite is provided). Free water and use of braai area on site. Secure under cover parking. 24-hour security. Bio metric entrance.
3. The Additional Services are supplied at the sole discretion of the Property Practitioner or the Landlord. The Property Practitioner or Landlord may communicate changes to the terms and conditions under which the Additional Services are rendered to the Tenant after which the Additional Services will be rendered on that communicated terms and conditions.
4. In the event that the Tenant moves from one unit to another, all unused electricity or data will be forfeited.
5. Nor the Property Practitioner or the Landlord will be responsible for any damage caused or property lost or stolen during the provision of any of the Additional Services.
6. The Tenant acknowledges that the supply of these services is dependent on third parties and in the unlikely event that the third parties cannot deliver the services or products the Property Practitioner or Landlord will not be held responsible. Should there be any technical difficulties or questions relating to the Additional Services the Tenant shall contact the supplier of the services directly. For any data technical enquiries, the Tenants should consult the website of iClix for their contact details. For any electricity technical enquiries, the Tenants should consult the website of Protea Metering.
7. The Tenant acknowledges they are responsible to ensure they have sufficient prepaid electricity in their unit or data apart from that provided by the Additional Services, and the Property Practitioner will not be held responsible for any loss or damage caused by insufficient prepaid electricity or when the free data and electricity has been depleted.
8. If the Tenant cancels the Lease Agreement before the Termination date in accordance with section 21 of the Lease Agreement, or the Lease Agreement is cancelled due to the Tenant being in breach of the Lease Agreement, or if the Tenant's account is in arrears the following will apply:
 - 8.1 No unused data, unit cleanings or electricity will be refunded to the Tenant.

Annexure D - Additional Services to Tenants (Continued)

9. The one free unit cleaning per month will be provided on the following terms and conditions:
 - 9.1 The unit cleaning will take place as per a unit cleaning schedule. The schedule will be prepared on the sole discretion of the Property Practitioner and posted on the notice board at the main entrance before the start of each month.
 - 9.2 The Tenant is responsible to ensure access to their unit is granted on the day as per the cleaning schedule. Should the Tenant fail to honour the scheduled appointment, the spare key will be used to access the unit, if the Tenant and the spare is/are not available, the cleaning for that month will be forfeited.
 - 9.3 The Tenant is responsible to ensure that all personal and valuable belongings are locked and stored in a safe place during the cleaning of the unit and the Property Practitioner will not be held responsible for any loss or damage caused during the unit cleaning.
 - 9.4 The Tenant will receive a Cleaning & Inspection Notice in this regard and should take note of and adhere to the Cleaning & Inspection Notice.
 - 9.5 The one free unit cleaning is for the unit and not per Tenant, in other words, even if there are two Tenants renting the unit who qualify for the free monthly unit cleaning, the unit will only be cleaned once per month.
10. After moving into the unit, the Tenant shall send an email to finance@legprop.co.za confirming that they have moved into the unit, failing which the Tenant will not be issued with any Additional Services. After receipt of the Tenant's confirmation of moving in email and on the condition that the full Initial Payment has been received, the Tenant will be issued with the first Month's data voucher and electricity within 10 Business Days of the move in email. The first Month's data voucher and electricity will not be issued immediately, and the Tenant must provide their own data and electricity during the first 10 Business Days after moving in.
11. After the first Month's data & electricity has been provided, and subject to the Tenant's account being paid up to date in full by the 1st day of each month, electricity will only be loaded onto the unit's meter on the 8th day of each Month thereafter, and the data voucher details be sent via SMS until the end of the Lease Agreement. Should the issue date of the 8th fall on a Saturday, Sunday or public holiday, the electricity will be loaded on the following business day. The Tenant must inform the Property Practitioner if they did not receive their data SMS by the following business day after the issue date, and provide their correct cell number.
12. The Tenant expressly acknowledges that they take note that if the Tenant's account is not fully paid by the 1st day of each month, the data, electricity, and unit cleaning for that month will be forfeited. Furthermore, the Tenant expressly acknowledges that no previously forfeited services will be provided to the Tenant, regardless of their account is fully paid after the forfeiture. A Tenant may apply in Writing to have the forfeited electricity issued once their account is up to date. Once a Tenant has applied for previously forfeited services, the data & electricity vouchers will be issued within 5 Business Days after receipt of the Tenant's request.
13. The data will be provided by SMS sent by the Property Practitioner to the Tenant's cell phone number on record in line with the time frames as mentioned above. The Tenant is responsible to notify the Property Practitioner of any changes to their cell phone number at least 5 Business Days prior to the issue date. In the event that the Tenant's account is paid up to date and the Tenant did not receive the SMS, the Tenant must follow up with the Property Practitioner in this regard. The electricity will be loaded to the pre-paid meter of the unit into which the Tenant has moved in.
14. The Property Practitioner will not be held responsible for any disputes, or the resolving thereof between Tenants sharing the same Premises, data, or electricity. The Tenant is responsible to ensure an agreement between any other Tenants who occupy the same Premises as to the use of all facilities, shared spaces, furniture and fittings, electricity, and equipment.
15. Purchases of additional electricity, unit cleanings or data on the Tenant's rental account is strictly prohibited, regardless of if the Tenant's account is in credit. Additional electricity and data can be purchased on site or at authorised service providers. Additional unit cleanings can only be purchased on site.
16. The choice of supplier of the free electricity, free data and free unit cleaning is at the sole discretion of Property Practitioner or Landlord, and the Tenant acknowledges and agree that they will receive these free services from the nominated supplier of the Property Practitioner.

Annexure F

Acknowledgements by the Tenant and Parent / Guardian / Account Payer

1. The Tenant, and the Parent / Guardian / account payer hereby expressly state and agree to that they have read and understands the provisions of this Lease Agreement; all necessary clauses and items have been explained to him by the Landlord and / or the Property Practitioner; he has been advised of all his rights in terms of this Lease Agreement and all relevant sections of the CPA; and he Signs this Lease Agreement freely and voluntarily.

2. Furthermore, the Tenant, and the Parent / Guardian / account payer hereby expressly confirms that they have taken note, agree to and fully understand the following important clauses/information as highlighted below (tick the “Yes” box):

3.	General obligations for the Tenant (Lease Agreement as a whole)	Yes
	Before signing the Lease Agreement, ensure that you understand your obligations and what you are binding yourself to. Once you have signed the Lease Agreement, you are bound by the terms of the Lease Agreement. Should you later need to cancel the Lease Agreement, you will need to follow the relevant cancellation procedures, and you will be liable for the relevant cancellation costs. In short, you are binding (committing) yourself to: a. Renting a room within a unit where you will share all areas, appliances, amenities etc, except your bedroom which is a separate room separated by cupboards and drywalling. b. You will be required to pay the full Initial Payment (first month's rent, plus deposit, plus the 2027 Lease Administration fee), before you move in. c. You will be required to follow the relevant move-in procedure when moving in. d. You will be required to pay your monthly rent in full and on or before the 1st day of each month, regardless of when your Parent, account payer or bursary is paid or will pay. No pro-rata rent will be applicable, regardless of when a tenant moves in or out. e. The Lease agreement is not on a month-to-month basis, you are committing to pay the rent for the entire duration of your Lease Agreement, even if you move out earlier, unless you cancel your Lease Agreement. f. Should you need to cancel your Lease Agreement, you are agreeing to the cancellation procedure and fees payable for the cancellation of the Lease Agreement. g. You will be required to provide proof of registration as a student. h. While staying at Unilofts, you will be required to conduct yourself accordingly and comply with the relevant House and/or Conduct Rules. i. You may not be staying with someone you know, whom have the same study course, or whom have the same characteristics as you, but you will be required to share with them and conduct yourself accordingly. j. You will be staying in a unit where pre-paid electricity is in use, and you will be required to contribute equally towards electricity. k. You will not be allowed to move from one unit to another, and you need to view your assigned unit prior to concluding your lease agreement. Once your unit has been assigned and you did not view it, it will be final and you will not be allowed to move. l. You are agreeing that various fees in addition to the rent will be payable in terms of the Lease Agreement and where applicable these fees will be deducted from your deposit. m. You will be required to follow the relevant move-out procedure when moving out. n. The balance of the deposit will be refunded in terms of the Lease Agreement terms after the Lease Agreement has ended. o. If you are a bursary or funded recipient you need to make yourself aware of the relevant terms of the Lease Agreement pertaining to bursaries, and you will be required to pay the monthly rent until the bursary or fund pays. In addition, you need to be aware that the units we administer at Unilofts are not accredited as private accommodation by any tertiary institution, not are we registered on any required supplier database, such as the Central Supplier Database. p. You are agreeing to all the relevant terms of the Lease Agreement, and it is thus important to take note of the Lease Agreement in its entirety.	Tick Here

Annexure F (continued)

4.	Move in procedure & Payment of Initial Payment BEFORE moving in (clause 49)	Yes
	The Tenant acknowledges that they will only be allowed to move into the unit once: 1. The Tenant's Application has been approved, and 2. The Tenant has paid the full Initial Payment and sent proof of the payment to info@unilofts.co.za via email at least 10 Business Days prior to the Effective Date (start date), and 3. The Tenant has notified the Property Practitioner of the Tenant's move in date at least 5 Business Days prior to the Effective Date by sending an email to info@unilofts.co.za, and 4. The Tenant has signed this Lease Agreement and provided all required FICA and/or supporting documents as requested by the Property Practitioner, and 5. The Tenant has received a Key Receipt confirming that the unit is ready for occupation and that the Tenant may move in. The Initial Payment consists of the first month's Rent, plus the Deposit plus the Lease Agreement administration fee which are the amounts set out in section 1. After moving into the unit, the Tenant shall send an email to finance@legprop.co.za confirming that they have moved into the unit, failing which the Tenant will not be issued with any Additional Services.	Tick Here
5.	Failure to move in after signing Lease Agreement (Clause 47)	Yes
	The terms of the Lease Agreement shall apply from the Effective Date (start date) regardless of if the Tenant has taken occupation of the Premises on the Effective Date or not. If you are no longer going to stay at Unilofts, you need to send a notice of cancellation 20 Business Days prior to the Effective Date (start date) of the lease agreement to info@unilofts.co.za notifying us of the cancellation of your Lease Agreement.	Tick Here
6.	Payments to the Property Practitioner & Proof of payments (Clause 44 & 45)	Yes
	The Tenant is responsible to keep all proof of payments made to the Property Practitioner. Should there be any account related disputes, the Tenant will need to provide all proof of payments to the Property Practitioner or Landlord. In the event that the Tenant requests a refund of any amounts over paid on their account, the Tenant is required to produce proof of payment for all payments made to the Property Practitioner. Tenant is responsible to ensure the correct bank account is used when making payments to the Property Practitioner. The banking details of the Property Practitioner is set out in section 1. The Tenant is responsible to ensure the correct Payment Reference is used when making payments to the Property Practitioner. For the Initial Payment use student ID number as Payment Reference. For all subsequent payments use the Account Number as indicated on invoice/statement as Payment Reference.	Tick Here
7.	Lease of the Premises/Unit (Clause 4)	Yes
	The Landlord leases the Premises/unit with the use and enjoyment thereof to the Tenant on a Sharing basis and the Tenant hires the Premises/unit from the Landlord, in terms of this Lease Agreement, and as per Section 1 on a Sharing basis. The Premises is leased on a first come first served basis. The Property Practitioner will allocate the Premises/unit to the Tenant on the sole discretion of the Property Practitioner. The Tenant is responsible to view the Premises/unit they have been allocated before signing the final lease agreement. Once the Tenant is allocated to a specific Premises/unit and the Lease agreement is Signed, the Tenant will not be allowed to be moved to another.	Tick Here

Annexure F (continued)

8.	Shared living / Sharing Basis (Clause 43)	Yes
	The Property Practitioner leases the Premises with the use and enjoyment thereof to the Tenant on a Sharing basis. The Premises shall be used as a place of study and residence for the duration of the student's tenancy. The Tenant acknowledges that he will potentially be sharing the Premises with other students that he may not know personally. The Tenant shall at all times: (i) conduct himself in a manner that is sociable when interacting with other occupants, and (ii) assist in creating an environment that is safe and conducive to learning, and (iii) keep the Premises clean and hygienic as per the Property Practitioner's instructions. The Tenant furthermore undertakes to take other occupants into consideration and to respect the (i) other occupants' rights and learning experience, and (ii) occupancy itself. The Property Practitioner will not be held responsible for any disputes, or the resolving thereof between Tenants sharing the same Premises. The Tenant is responsible to ensure an agreement between any other Tenants who occupy the same Premises as to the use of all facilities, shared spaces, furniture and fittings, electricity, and equipment. A contravention of the Shared Living principle or any of the above clauses, shall constitute a Material Breach of the Lease Agreement. Should the Tenant's actions result in the other occupant who is Sharing the Premises to either cancel their Lease Agreement or request to be moved to another unit, the Tenant shall be held liable for the Reasonable Cancellation Penalty of that student as well as the Rental due for that student's notice period. Although every care is taken to place Tenants with similar study courses and similar characteristics in the same unit, this cannot be guaranteed, and the Tenant expressly acknowledges that they will be sharing with someone who may not share the same characteristics as the Tenant. If Tenants are sharing who do not have the same or similar study courses and the same or similar characteristics it will not give valid grounds for cancellation. In other words, the Tenant will not be allowed to cancel based just on the differences between themselves and roommates.	Tick Here
9.	General obligations of the Tenant and Visitors (Clause 17)	Yes
	The Tenant must return the Premises at the termination of this Lease Agreement in the same order and condition in which it was received, Fair Wear and Tear excepted. Clause 17 lists various obligations of the Tenant, kindly familiarise yourself with all the obligations. A contravention of any of the clauses contained in section 17 shall constitute a Material Breach of the Lease Agreement.	Tick Here
10.	Visitors (Clause 18)	Yes
	The Tenant must use his best endeavours to ensure that visitors to the Premises at all times comply with the provisions of this Lease Agreement and the Rules, including, but not limited to: 1. bringing to the attention of such visitors the relevant provisions of this Lease Agreement and the Rules; 2. requesting any person who is in breach of the provisions of this Lease Agreement and the Rules to immediately remedy such breach; and 3. refusing to allow persons who have previously breached this Lease Agreement and the Rules access to the Premises if they are likely to commit another breach.	Tick Here

Annexure F (continued)

11.	Cancellation of Lease Agreement by Tenant prior to expiry of the Lease Agreement (Clause 21)	Yes
	If the Tenant chooses to cancel this Lease Agreement prior to the expiry of the Initial Period, or the Tenant is transferred out of South Africa for occupational or diplomatic reasons, thereby causing this Lease Agreement to terminate prior to the expiry of the Initial Period, then the following will apply: 1. the Tenant shall give the Landlord at least 20 (Twenty) Business Days' Written notice of such cancellation, by sending a cancellation email to finance@legprop.co.za and the Tenant will remain liable for rental during the notice period; and 2. the Landlord shall be entitled to recover any loss suffered by the Landlord as a result of such early cancellation of the Lease Agreement by charging the Tenant a reasonable cancellation penalty plus any costs as per Annexure D or clause 1.6. The reasonable cancellation penalty will be calculated as one month's Rental plus R2,000.00 (two thousand). This is only the calculation of the penalty and the rent during the notice period remains payable in addition to the costs as per Annexure D and section 1.6. The total costs for cancelling the Lease Agreement will thus be: - Rent during 20 (Twenty) Business Days' notice period, plus - Reasonable cancellation penalty, plus - Costs as per section 1.6. By signing the Lease Agreement, the Tenant agrees that this is a fair and reasonable cancellation penalty. If the Landlord or the Property Practitioner (as the case may be), by acting reasonably and diligently, is able to enter into a new lease agreement during the 20 (Twenty) Business Day notice period set out in clause 21.1.1, and the new lease agreement is for the same duration or a longer period than the remaining period of this Lease Agreement, and is with a Replacement Tenant, then the Tenant shall only be liable for the reasonable advertising costs incurred by the Landlord in advertising the Premises and for any commission due to the Property Practitioner. The advertising costs and commission charged under this clause 21.2 may not be more than the reasonable cancellation penalty set out in item 21.1.3. "Replacement Tenant" will mean a Tenant whom a) move into the same Premises where the Tenant cancelling their Lease Agreement stayed within or immediately after the end of the 20 business day notice period, and b) they have a successful application, and c) their lease agreement is finalised (both the lease agreement is signed and the Initial Payment in terms of the lease agreement is paid).	Tick Here
12.	Breach of Lease Agreement by Tenant (Clause 23)	Yes
	In the event of the Tenant not paying the Rental or any other monies due in terms of this Lease Agreement on the date upon which such monies are due and payable, or committing any other breach in terms of this Lease Agreement then: should the provisions of Section 14 of the CPA apply to this Lease Agreement and the Tenant remain in breach of any of the terms of this Lease Agreement for a period of 20 (Twenty) Business Days after despatch of a Written notice calling upon the Tenant to remedy such breach; then the Landlord shall be entitled, in his sole discretion and without prejudice to any other rights that he may have in law, to either claim specific performance in terms of this Lease Agreement, or to cancel this Lease Agreement forthwith and without further notice claim all arrear Rental and / or any other damages from the Tenant. Should this Lease Agreement be cancelled or terminated by the Landlord or Property Practitioner for any reason whatsoever, the Tenant and all other persons occupying the Premises through and / or under the Tenant shall: - immediately vacate the Premises, and - allow the Landlord to take occupation thereof.	Tick Here

Annexure F (continued)

13.	Cancellation of Lease Agreement by Landlord or Property Practitioner (Clause 22)	Yes
	The Landlord or Property Practitioner may in their sole discretion terminate this Lease Agreement on 2 (Two) Months' Written notice if: 1. the Landlord intends to move into the Premises; or 2. the Landlord intends to sell the Premises. In the event that the Tenant is placed in breach of this Lease Agreement and remedies such breach on 3 (Three) separate occasions over a consecutive 3 (Three) Month period, the Landlord or Property Practitioner shall be entitled to terminate this Lease Agreement on 20 (Twenty) Business Days' notice to the Tenant. In such an event: 1. the Landlord's right to terminate in terms of this clause 22.2 shall exist regardless of whether the Tenant remedies each breach prior to the expiry of each individual Month within the 3 (Three) Month period contemplated above; The Landlord may terminate this Lease Agreement with immediate effect and may demand that the Tenant vacate the Premises immediately and, in any event, within a period of no more than 24 (Twenty Four) hours in the event that the Landlord, the Property Practitioner or the Body Corporate become aware of the fact that the Tenant is conducting any form of criminal or illegal activity, or has contravened any law or by-law whatsoever, including the Criminal Procedure Act 51 of 1977, the Counterfeit Goods Act 37 of 1997 and the Treatment of Substance Abuse Act 70 of 2008. In the event that the provisions of the above apply, the Landlord shall not be obliged to prove the criminal or illegal activity in question but shall be required to report such activity to the South African Police Service or other applicable body, which reporting may be done anonymously; provided that there is no obligation on the Landlord to prove such reporting to the Tenant or any third party. In the event that the Tenant provides the Landlord or the Property Practitioner with incorrect information or documentation during the application process conducted before the conclusion of this Lease Agreement ("Application Process"), or omits to provide any relevant information or documentation, whether intentionally or in error, the Landlord will be entitled to terminate the Lease Agreement with immediate effect. It is specifically recorded that all documentation and information provided or required during the Application Process form the basis upon which the Landlord concludes this Lease Agreement with the Tenant.	Tick Here
14.	Regulatory Compliance (Clause 31)	Yes
	The Tenant consents to and authorises the Landlord and / or the Property Practitioner to: 1. contact, request and obtain any information at any time and from any credit provider (or potential credit provider), bank or registered credit bureau in order to assess the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant; and 2. provide any information about the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Tenant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant's dealings with the Landlord. The Tenant acknowledges that the Landlord and Property Practitioner (as the case may be) will collect, use and process the Tenant's Personal Information for the purpose of: 1. the Application Process and entering into this Lease Agreement; 2. performing their obligations in connection with this Lease Agreement; 3. pursuing their legitimate interests under this Lease Agreement, which will include the right to process the Personal Information of the Tenant in the event of a sale or prospective sale of the Premises; and 4. the general administration of the relationship between Parties.	Tick Here

Annexure F (continued)

15.	Deposit & Initial Payment (Clause 13)	Yes
	The Tenant will pay the Initial Payment on the Signature Date or at least 10 Business Days before the Effective Date (start date of lease agreement), failing which the Tenant will not be allowed to move into the Premises. The Initial Payment consists of the first month's Rent, plus the Deposit plus the Lease Agreement administration fee which are the amounts set out in section 1. When this Lease Agreement terminates, the Landlord may use the Deposit, together with any interest accumulated thereon, to pay all amounts which the Tenant is liable for in terms of this Lease Agreement, including the reasonable costs of repairing any damage caused to the Premises as contemplated in clause 14.4, the cost of replacing lost keys, any arrear Rental that was not paid by the Tenant and any other outstanding amounts for which the Tenant is liable under this Lease Agreement, including interest thereon. The Tenant expressly agrees that the Interest on the deposit will accrue to and be paid to the Property Practitioner and the PPRA. No interest on the deposit will be paid to the Tenant. When this Lease Agreement terminates, after deducting any amounts owed by the Tenant in terms of any provision of this Lease Agreement the Property Practitioner shall pay any remainder of the Deposit to the Tenant within 21 (Twenty-One) Business Days after the restoration of the Premises. The date of restoration will only be after the Termination Date as per section 1.4 regardless of if the Tenant moves out earlier. If no restoration to the Premises is required, the deposit will be repaid to the Tenant within 21 (Twenty-One) Business Days after the Termination Date as per section 1.4. If the Deposit is paid to the Property Practitioner and not to the Landlord, the Property Practitioner will invest the Deposit in accordance with the provisions of the PPRA. For the subsistence of this Lease Agreement, the Deposit at all times belongs to the Tenant and may only be utilised by the Property Practitioner or Property Practitioner, as the case may be, upon termination of the Lease Agreement, in accordance with the provisions of any and all relevant legislation. If, during the subsistence of the Lease Agreement (including the Initial Period, any fixed-term renewal period, or where the Lease Agreement continues on a Month-to-Month basis) there is any increase in the Rental, the Tenant shall be required to supplement the Deposit to ensure that the Deposit is proportionate to the increased Rental. The Tenant is not permitted to request the Landlord or Property Practitioner to use the Deposit to cover any Rental which the Tenant owes at any time during the subsistence of the Lease Agreement. The Lease Agreement shall commence upon payment of the Initial Payment which includes the Deposit or the Effective Date, whichever is earlier. The Tenant hereby acknowledges and agrees that the Deposit set out in item 1, may be ceded to another duly registered property practitioner who has been mandated to collect Rental or any other amounts due and owing to the Landlord in terms of this Lease Agreement. The Tenant will repay the Landlord / Property Practitioner for any bank, or other charges resulting from any payment, handing or management of the Deposit	Tick Here
16.	Non variation & Entire Agreement (Clause 32)	Yes
	The Landlord and the Tenant agree that this Lease Agreement is the whole agreement between the Parties in regard to its subject matter. No addition to or variation or consensual cancellation of this Lease Agreement, including this clause, has effect unless it is in Writing and Signed by both Parties.	Tick Here

Annexure F (continued)

17.	Tenants with Bursaries or Funding (Clause 48)	Yes
	It is very important for Tenants with bursaries or funding to take note of the terms of the lease agreement pertaining to bursaries and funding, and ensure they fully understand and are aware of the specific requirements and obligations they have in this regard. The Tenant explicitly acknowledges that they are aware of, agree to, and understand the following terms pertaining to bursaries and/or funding (clause 48): The Lease Agreement is entered into between the Property Practitioner, Landlord, and the Tenant, and that no bursary or funder forms part of the Lease Agreement. The Premises is private student accommodation and is not accredited as private student accommodation with any tertiary institute, funder, bursary or scheme, specifically not with the University of the Free State (UFS) nor the National Student Financial Aid Scheme (NSFAS). The Premises, Landlord or the Property Practitioner is not registered on the Central Supplier Database (CSD) in South Africa and should the Tenant's bursary or funder require registration and compliance on the CSD, this will be at the sole discretion of the Landlord and/or Property Practitioner. Neither the Landlord nor the Property Practitioner, warrants that registration on the CSD will be done or maintained as per the CSD's requirements, regardless of if there was CSD registration in previous years. Any documentation requested by the Tenant's bursary or funder from the Landlord and the Property Practitioner, will only be provided subject to availability. Neither the Landlord or the Property Practitioner, warrants that any documentation or requirements that the Tenant's bursary or funder may have or require, will be provided or adhered to. The Tenant is responsible to enquire from the Tenant's bursary or funder as to the requirements and/or documentation that may be required from the Landlord or the Property Practitioner and engage with the Landlord and/or Property Practitioner as to the availability of the required documents or requirements prior to the signing of the Lease Agreement. The Tenant explicitly indemnifies the Landlord and the Property Practitioner from any possible damages the Tenant may suffer from funding not provided by a bursar due to any documentation, registration or requirements that the bursary or funder may have, to which the Landlord or Property Practitioner has not adhered to or provided. Even if the Tenant has a bursary, the Tenant must ensure that the Rental is paid and clears the Landlord's nominated bank account by the 1st (First) day of every Month, regardless of if the Tenant has a bursary or not. In other words, the Tenant must pay for the Monthly Rental until the bursary pays. When a bursary has paid, the Tenant may apply in writing for a refund of the amounts paid by the Tenant to the Tenant's nominated bank account, limited to the available credit on the Tenant's account. The Tenant will be required to produce Proof of Payments for all amounts paid before any refund is processed. The Tenant, Parent and account payer indemnifies the Landlord and the Property Practitioner from any damages if the refund is processed to the Tenant instead of the Parent and or account payer, and vice versa. The Landlord and Property Practitioner shall not be held responsible for any Tenant and/or bursar or funder disputes nor have any liability as to refunds processed to the Tenant, Parent or account payer instead of the bursary or funder, and vice versa. All bursary Tenants must complete Annexure B. Tenant is responsible to ensure the bursary receives all required documents for the bursary to process the required payment; the Property Practitioner will not enter into any correspondence with the bursary on behalf of the Tenant. The terms of the Lease Agreement will still apply, even if a bursary withdraws funding from a Tenant. The Tenant remains responsible to comply with the terms of the Lease Agreement and pay the monthly Rental if a bursary withdraws funding from a Tenant.	Tick Here

Annexure F (continued)

18.	Fees payable in addition to the monthly Rent (Clauses 1.6 & 1.8 & 2.1.56 & 11 & 12)	Yes
	In addition to the rent, there are various fees payable by the Tenant. These include inter alia: a. Fee payable when making the first payment Lease Agreement administration fee as per section 1.1. b. Fees that will be deducted from the Tenant's Deposit, refer section 1.6 and 12. c. Fees that will be invoiced, only if and when they become due refer section 1.6 and 12.	Tick Here

19.	Other important sections to be aware of (various)	Yes
	The Lease Agreement as a whole is important, but we wish to also draw your attention to the sections listed below of which you should take note of: The preamble to the Lease Agreement. The room option selected and monthly rent, deposit and fee payable (section 1) The definitions to the Lease Agreement (section 2) The term of the Lease Agreement (section 5 read with section 1) Continuation of the Lease Agreement (Section 6) House, Conduct & Body Corporate Rules (Section 9) Inspection of the Premises (Section 14) Maintenance & repair work (Section 15) Reasonable access to the Premises by the Landlord (Section 16) Acknowledgement by the Tenant (Section 25) Costs (Section 26) Letters & Notices (Section 27) Tenants who are Foreigners (Section 29) All occupants & alternative accommodation (Section 30) Landlord's Hypothec (Section 33) Additional Services (Section 42) Annexures to the Lease Agreement (Section 43) Move out procedure (Section 50) Proof of Registration as Student (Section 51)	Tick Here

20. Even though these sections above are highlighted as important, the Tenant should take cognisance of all relevant sections and the Lease Agreement in its entirety. The aforementioned are only extracts from various import sections and Tenants are advised to refer to the individual sections and the Lease Agreement in its entirety.

21. By signing the Lease Agreement, and this Annexure:

21.1. The Tenant, and the Parent / Guardian / account payer hereby expressly state and agree to that they have read and understands the provisions of this Lease Agreement; all necessary clauses and items have been explained to him by the Landlord and / or the Property Practitioner; he has been advised of all his rights in terms of this Lease Agreement and all relevant sections of the CPA; and he Signs this Lease Agreement freely and voluntarily, and

21.2. the Tenant, and the Parent / Guardian / account payer hereby expressly confirms that they have taken note, agree to and fully understand the important clauses/information as highlighted above (tick the "Yes" box):

SIGNED by **TENANT** _____

Date: _____

SIGNED by the **Parent/Guardian/account payer:** _____

Date: _____