



# RESIDENCE AND SERVICE AGREEMENT

## STUDENT ACCOMMODATION

ENTERED INTO BY AND BETWEEN:

### THE PROPERTY OWNER

Registration number:  
109 Brook Street, Brooklyn,  
Pretoria, 0181

**AND**

### THE PROPERTY MANAGER

JP Man Co (Pty) Ltd  
Registration number: 2014/053741/07  
109 Brooks Street, Brooklyn  
Pretoria, 0181

**AND**

### THE TENANT / OCCUPANT

(PARENT/GUARDIAN/BURSARY)

Name and Surname	
Email Address	
Cell Phone Number	
Work Number	
ID Number	
Nationality	
Passport Number (Non RSA Clients)	
Date of Birth	
Residential Address ( <i>Domicilium citandi et executandi</i> )	

AND

**THE OCCUPANT (Student)**

Name and Surname						
Student Number						
Gender	Male			Female		
Email Address						
Cell Phone Number						
Academic Year	1st	2nd	3rd	4th	5th	6th
Educational Institution						
Name of Study Course						
ID Number				Date of Birth		
Passport Number (Non RSA Occupants)						

The occupant's Domicillium address being the following for the duration of the residing period:

UNIT NUMBER	
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(Hereinafter referred to as the Parties)

**Details of Two Relatives (excluding Parent/ Legal Guardian) – required**

Surname	
Full Names	
Cell No.	
Relation to Occupant	

Surname	
Full Names	
Cell No.	
Relation to Occupant	

**WHEREBY IT IS AGREED BY THE PARTIES THAT:**

**1. DEFINITIONS AND INTERPRETATION**

- 1.1 In this Agreement, the words below mean the following:
- 1.1.1 **“Additional Cost”** means any additional costs due by the Tenant / Occupant to the Property Owner as set out in this Agreement and which costs are billed to the account of the Tenant / Occupant, including but not limited to penalties for offences as set out in the General rules and regulations (Annexure B);
- 1.1.2 **“Admin Fee”** means the cost due by the Tenant / Occupant for administration purposes during the

- term of this Agreement;
- 1.1.3 **"Agreement"** means this Residence and Service Agreement together with any Annexures as indicated in the Booking form (Annexure A) and which the Tenant / Occupant and the Occupant, by signing this Agreement, confirm and acknowledge that they have read, agree to and have familiarized themselves with all the contents thereof;
  - 1.1.4 **"Arrival Folder"** means the folder in the Occupants' Unit upon arrival, consisting of documentation that must be completed within 48 hours of arrival before the Occupant's fingerprints can be loaded on the access control system;
  - 1.1.5 **"Breakage Deposit"** means the breakage deposit payable on the earlier of the booking date or the signature date of this Agreement in the amount as set out in this Agreement;
  - 1.1.6 **"Building and/or Premises"** means the building and premises as a whole where the Unit is situated as set out in this Agreement, inclusive of all Communal Areas, garden and parking areas;
  - 1.1.7 **"Business Day"** means any day of the week, excluding Saturdays, Sundays and Public Holidays;
  - 1.1.8 **"Communal Areas"** means the general and/or communal area in the Building and on the property inclusive of laundry and entertainment areas;
  - 1.1.9 **"Consumer Protection Act"** means Act 68 of 2008 read together with the regulations as amended from time to time;
  - 1.1.10 **"Deposit"** – means the rental deposit payable on the earlier of the booking date or the signature date of this Agreement in the amount as set out in this Agreement;
  - 1.1.11 **"Effective Date"** means the date on which the Parties have undersigned the Agreement;
  - 1.1.12 **"Fixtures and Fittings"** means all fixtures, fittings, appliances and furniture supplied by the Property Owner at the Premises as set out in the incoming/outgoing inspection document;
  - 1.1.13 **"General rules and regulations"** means the general rules and regulations, as set out in Annexure B, regulating the Occupant's rights, duties and obligations for the period of this Agreement, which general rules and regulations may be amended from time to time in the sole and absolute discretion of the Property Owner and/or Property Manager;
  - 1.1.14 **"Month"** means a calendar month;
  - 1.1.15 **"Occupant"** means the person referred to in the preamble which will occupy the premises for the duration of this Agreement;
  - 1.1.16 **"Parties"** means the parties to this Agreement;
  - 1.1.17 **"Property Owner"** means the company duly registered in terms of the Company Laws of the Republic of South Africa with its chosen place of service of notices as set out in this Agreement;
  - 1.1.18 **"Property Manager"** means JP Man Co (Pty) Ltd, the management agent for the Varsity Lodge, acting on behalf of the Property Owner;
  - 1.1.19 **"Residence and Service fee"** means the Residence and Service fee charge due by the Tenant / Occupant to the Property Owner for the Occupant residing in the Unit and for the use of the Premises as set out in this Agreement;
  - 1.1.20 **"Rental Period"** means the fixed period of this Agreement as set out herein;
  - 1.1.21 **"Tenant / Occupant"** means the person as set out in this Agreement and any reference to the Tenant / Occupant shall include the Occupant where the context so requires;
  - 1.1.22 **"Termination Date"** means the date as specified in this Agreement as the LAST day of this Agreement;
  - 1.1.23 **"Unit and/or Room"** means the specific Unit in the Building serviced to the Occupant as set out in this Agreement.
- 1.2 Any number of days prescribed in this Agreement, shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a Saturday, Sunday or public holiday in South Africa, in which case the last day shall be the next succeeding day which is not a Saturday, Sunday or public holiday.
  - 1.3 Where any figures are referred to in numerals and in words, the words shall prevail in the event that there is any conflict between the two.
  - 1.4 Expressions in this Agreement shall bear the same meanings in Annexures to this Agreement which do not themselves contain their own conflicting definitions. The Annexures are an integral part of this Agreement and all its terms and conditions are incorporated herein where the context may so require.
  - 1.5 Any term defined in the context of any particular clause in this Agreement, shall bear the meaning ascribed to it for all purposes in terms of this Agreement, notwithstanding that the term has not been defined in this interpretation clause.
  - 1.6 Any reference to one gender shall include the other gender, the single shall include the plural and vice versa and natural persons shall include created entities.
  - 1.7 The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this.
  - 1.8 The rule of construction, that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply.
  - 1.9 Any reference in this Agreement to a party shall include a reference to that party's assigns and, if such party is liquidated or sequestrated, be applicable also to and binding upon that party's liquidator or trustee, as the case may be.

## 2. THE RESIDENCE AND SERVICE AGREEMENT

The Parties hereby agree that the Property Owner will allocate a Room or Unit, as set out on the first page of this Agreement, and that the Occupant will occupy the Room or Unit situated on the Premises on the terms and subject to the conditions set out in this Agreement.

## 3. RENTAL PERIOD

[5] Riviera Varsity Lodge and Riviera Med Varsity Lodge Private / Bursary

The term of this Agreement is a fixed one-year term commencing on **1 January 2023** and expiring on **31 December 2023**.

The Client and Occupant acknowledge that irrespective of the moving in date, all agreements terminate on **31 December** of each year, and if the Occupant wishes to reside in the Premises for longer, the Client will have to sign a new Agreement for **2024**.

[5] Riviera Varsity Lodge and Riviera Med Varsity Lodge UP NSFAS / TUT NSFAS

This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 2023 (Moving in date) and shall continue for at least 10 (ten) months from the move in date and terminate at the earliest on the Termination date or the 30<sup>th</sup> of November 2023.

The Tenant / Occupant is responsible for any period that the Tenant / Occupant is occupying a room in the residence, which is not covered by NSFAS, at the private rate of the residence.

[5] TUT Varsity Lodge NSFAS TUT / IVL NSFAS UJ / MD NSFAS UJ / TVL NSFAS TUT / WVL NSFAS UJ

### Full year

This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 2023 (Moving in date) and shall continue for at least 10 (ten) months from the move in date and terminate at the earliest on the Termination date or the 30<sup>th</sup> of November 2023.

The Tenant / Occupant is responsible for any period that the Tenant / Occupant is occupying a room in the residence, which is not covered by NSFAS, at the private rate of the residence.

### Half year

This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 2023 (Moving in date) and shall continue for at least 5 (five) months from the move in date and terminate at the earliest on the Termination date or the 30<sup>th</sup> of November 2023.

The Tenant / Occupant is responsible for any period that the Tenant / Occupant is occupying a room in the residence, which is not covered by NSFAS, at the private rate of the residence.

[5] TUT Varsity Lodge Private / IVL Private / MD Private / TVL Private / WVL Private

This Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_ 2023 (Moving in date) and shall continue for at least 10 (ten) months from the move in date and terminate at the earliest on the Termination date or the 30<sup>th</sup> of November 2023.

## 4. RENEWAL OF AGREEMENT

- 4.1 Tenant / Occupants staying on the next term and renewing their rental agreements, will be informed on which date they have to evacuate the room, which should then be evacuated by no later than 12:00 midday of that day, due to fumigation and spring cleaning. All kitchen areas must be cleared of any food items and personal belongings by 15 December.
- 4.2 A current occupant who is renewing his/her agreement for the next year, wish to stay on in the room and the termination date of the current contract is 30 November, alternative arrangements need to be made with Management in the office. A pro-rata amount of R150-00 (Hundred and Fifty Rand) per day, will be charged for occupation of the premises after 1 December.
- 4.3 All electrical appliances must be plugged out. All personal belongings of the occupant especially valuables need to be cleared from the room and the kitchen/common area before departing. Any personal belongings left in the common area by end of this agreement will be removed and donated to charity.
- 4.4 Storage of your personal items in the room that you are moving back to the next year, need to be arranged with the Property Manager in advance and the storage fee of R500-00 (Fiver Hundred Rand) per month is payable in advance. Only current Occupants who has paid their deposit top up for the next year as well as the storage fee will be allowed to store their personal belongings in their rooms. Varsity Lodge does not take any responsibility for any belongings left in your room or in storage.
- 4.5 Moving rooms is not allowed, only in exceptional circumstances can this be addressed in writing with the Property Manager on site.
- 4.6 The Tenant / Occupant are responsible for personal insurance of your belongings. Varsity Lodge is hereby explicitly indemnified against any claims resulting from any loss or damage.

## 5. FEES PAYABLE IN TERMS OF THIS AGREEMENT

- 5.1 Non-refundable Administration fee

5.1.1 A non-refundable administration fee of R200 is payable on signing the booking form (Annexure A).

- 5.2 Breakage deposit
- 5.2.1 [1][New & [2] private student] A breakage deposit of equal to the monthly rental fee is payable on signing the agreement.
- 5.2.1 [1][Existing & [2] private students] A **deposit top-up amount**, as set out in the Booking Form (Annexure A), may be applicable when the Occupant moves to a different room type and/or signs a new Agreement for the next year. This deposit top-up ensures that the current breakage deposit is brought in line with the Residence and Service Agreement amount of the current year (and also for the new room the occupant will move to if applicable). This Breakage Deposit top-up is due for payment no later than **1 December of the current year**. If the Breakage Deposit is at any time depleted, due to circumstances provided for in the Residence and Service Agreement or otherwise, then the Tenant / Occupant shall immediately upon written demand from the Property Owner restore such Breakage Deposit to its original amount.
- 5.2.2 The deposit amount will be paid back no later than 60 (sixty) days after the date of move out and **only if the completed and signed deposit refund document has been received** by the Property Manager. The 60 (sixty) days will commence from the date of receipt of the signed document as stated above.
- 5.2.3 The refund of the deposit is subject to the deduction of any amount owed by the Tenant / Occupant to the Property Owner, such as, but not limited to:
- 5.2.4.1 Damages caused by the occupant inclusive of broken, damaged and/or missing fixtures and fittings to the Building, the Unit and Communal Areas;
- 5.2.4.2 Replacement of lost keys at the end of this Agreement or any time before;
- 5.2.4.3 Payment to the Property Owner of any unpaid Residence and Service Fee, fines and/or any additional costs due for the fixed period;
- 5.2.4.4 Painting of the Unit at the end of the Agreement Period.
- 5.3 Residence and Service Agreement Fee [1] New & [2] Private Student
- 5.3.1 The Tenant shall pay a Residence and Service Agreement fee when signing this Agreement in the amount of [6] as also set out in the Booking Form (Annexure A), to secure the Tenant's / Occupant's room. The residence and service agreement fee and deposit amount is payable no later than 48 hours after receiving the agreement.
- 5.3.2 The amount will form part of the February / first month's rental amount and will be deducted from the Tenant's account accordingly.
- 5.3.3 If the Tenant signed the agreement and decides to cancel the Agreement by means of written cancellation on or before 31 December of the previous year, the full amount of the residence and service fee shall be paid back to the Tenant within 60 days.
- 5.3.4 The residence and service fee will be forfeited if cancellation was received after the assigned date (31 December of the previous year)
- 5.3.5 If the residence and service fee is not paid on the assigned date (within 48 hours after receiving the agreement), the Property Manager reserves the right to allocate the room to another available tenant on the waiting list.
- 5.3.6 The Residence and Service Agreement Fee is determined by room type.
- 5.3.7 The Residence and Service Agreement Fee as set above excludes the Breakage Deposit payable.
- 5.3.8 The Residence and Service Agreement Fee is payable no later than the 1st of every month.
- 5.3.9 The Residence and Service Agreement Fee is due and payable by the Tenant / Occupant to the Property Owner as set out in this Agreement and in the Booking Form (Annexure A) and must be paid free of bank charges without any deductions, in the manner as elected below.
- 5.3.10 The Residence and Service Agreement fee can be paid by means of an electronic funds transfer (EFT) into the Property Owner's bank account. (The Tenant / Occupant) will be responsible for any cash deposit or other banking fees)
- 5.3.11 The Property Owner's bank account details are as follows:  
 [7]Name of Account Holder:  
 Name of Bank:  
 Account Number:  
 Branch Code  
 Reference: Surname and Room Number (or as provided by the Property Manager)
- 5.3.12 The Tenant / Occupant will be liable, at the Property Owner's sole discretion, for an additional administrative fee per TPN Letter of Default and an additional penalty fee per act performed by the Property Owner to collect outstanding payments, by means of phone calls, e-mails or SMS's.
- 5.2 Payment of the Residence and Service Agreement Fee [1][New & Existing & [2] NSFAS TUT / NSFAS UJ Student
- 5.2.1 The Residence and Service Agreement Fee is [6] NSFAS Rate] R and is determined by room type.

- 5.2.2 Only NSFAS approved students are allowed to enter into this agreement.
- 5.2.3 The Residence and Service Agreement Fee is payable no later than the 1st of every month.
- 5.2.4 The Residence and Service Agreement fee can be paid by registering on the NSFAS App.
- 5.2.5 Should NSFAS no longer pay for a tenant's / occupant's studies, the tenant / occupant will become personally liable for the fees payable and be treated as a private student.
- 5.2.6 The Tenant / Occupant will be liable, at the Property Owner's sole discretion, for an additional administrative fee per TPN Letter of Default and an additional penalty fee per act performed by the Property Owner to collect outstanding payments, by means of phone calls, e-mails or SMS's.

#### 5.4 Payment options

- 5.4.1 Payment option one –
  - 5.4.1.1 The Tenant / Occupant pays the entire Residence and Service Fee for the term as per agreement with a once off payment.
  - 5.4.1.2 If the once off payment is made on or before 15 January of the lease year, the Tenant / Occupant will receive a 2.5% (Two and a half percent) discount on the total amount of the Residence and Service Fee (please enquire at the office on the amount payable)
  - 5.4.1.3 Should the Tenant / Occupant choose this option, but do not pay the instalment on the abovementioned date the discount of 2.5% will be forfeited and will become due by the Tenant / Occupant
- 5.4.2 Payment option two -
  - 5.4.2.1 The Tenant / Occupant pays the Residence and Service Fee monthly.
  - 5.4.2.2 The Tenant / Occupant then will make equal payments to settle his/her Residence and Service Fee account. The equal payments must take place on or before the first of every month, the first payment being on or before the move in date.

#### 5.5 Credit Bureau

- 5.5.1 The Tenant / Occupant / parent / guardian hereby consents to, and authorizes the Property Manager to, at all times: contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behavior, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the Tenant / Occupant.
- 5.5.2 Furnish information concerning the behavior, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the Tenant / Occupant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant / Occupant's dealings with the Property Manager.
- 5.5.3 The Property Manager is affiliated to TPN Credit Bureau, a registered credit bureau, all account payment profiles, patterns and behavior is recorded monthly with the credit bureau for the purposes as per the National Credit Act.

#### 5.3 Payment options

- 5.3.1 Payment option one –
  - The Tenant / Occupant pays the entire Residence and Service Fee for the term as per agreement with a once off payment.
  - 5.3.1.1 If the once off payment is made on or before 15 January of the lease year, the Tenant / Occupant will receive a 2.5% (Two and a half percent) discount on the total amount of the Residence and Service Fee (please enquire at the office on the amount payable)
  - 5.3.1.2 Should the Tenant / Occupant choose this option, but do not pay the instalment on the abovementioned date the discount of 2.5% will be forfeited and will become due by the Tenant / Occupant
- 5.3.2 Payment option two -
  - 5.3.2.1 The Tenant / Occupant pays the Residence and Service Fee monthly.
  - 5.3.2.2 The Tenant / Occupant then will make equal payments to settle his/her Residence and Service Fee account. The equal payments must take place on or before the first of every month, the first payment being on or before the move in date.

#### 5.4 Credit Bureau

- 5.4.1 The Tenant / Occupant / parent / guardian hereby consents to, and authorizes the Property Manager to, at all times: contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behavior, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the Tenant / Occupant.
- 5.4.2 Furnish information concerning the behavior, profile, payment patterns, indebtedness, whereabouts and creditworthiness of the Tenant / Occupant to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the Tenant / Occupant's dealings with the Property Manager.
- 5.4.3 The Property Manager is affiliated to TPN Credit Bureau, a registered credit bureau, all account payment profiles, patterns and behavior is recorded monthly with the credit bureau for the purposes as per the National Credit Act.

## 6. UNIT IN GOOD CONDITION

- 6.1 The Tenant and the Occupant shall be afforded the opportunity to inspect the Premises before the Occupant moves in, to establish the condition of the Premises.
- 6.2 By signing this Agreement, the Tenant / Occupant acknowledges that he/she has inspected the Unit and hereby expressly agrees to accept the Unit and the Premises in the condition as it stands.
- 6.3 A list of damages, if any, will be submitted by the Occupant to the Property Owner in the form of an arrival inspection checklist which will be supplied in a folder to the Occupant and must be submitted within **48 hours** from occupation, in order to load the Occupant's finger print onto the access control system. Should no list of damages be submitted by the Occupant, then it shall be accepted that no damages were present in the Unit on date of occupation.
- 6.4 The Property Owner has **7 working days** after receipt of the inspection checklist to maintain/repair any damages.
- 6.5 Occupants are not allowed to bring their own beds/desks/chairs or remove any of the Unit's furniture.
- 6.6 None of the following is permitted into the Units at any given time: Gas appliances, candles, hot plate stove, lamps with flammable liquid or any items that may cause a fire.
- 6.7 Smoking of cigarettes or any other form of smoking is not allowed in the Rooms or Units. Smoking is only permitted in designated smoking areas.

## 7. ARRIVAL FOLDER

The Occupant will be supplied with an arrival folder in the Unit upon arrival. This folder consists of the following documents:

- 7.1 Welcome Letter
- 7.2 Residence stock issue and control form:
  - 7.2.1 The Occupant acknowledges receipt of all items within the Unit and that the items are in good order and condition.
  - 7.2.2 Should the Occupant damage any of the items by any negligent or willful act or omission, the Tenant / Occupant authorizes the Property Owner to deduct the cost of repairing such damage from the Breakage Deposit or invoice the amount to the Tenant / Occupant's account.
- 7.3 Sleepover Regulations:
 

Occupants are allowed to have visitors staying over. Refer to General Rules and Regulations (Annexure B) for guidelines.
- 7.4 Summary of Rules and Regulations (Annexure B).
- 7.5 Pricelist of Kitchen appliances and furniture.
- 7.6 Inspection Checklist – as stipulated in clause 6.3 of this Agreement.

## 8. TENANT / OCCUPANT'S RIGHTS, DUTIES AND OBLIGATIONS

- 8.1 The Occupant is bound to the Varsity Lodge Rules and Regulations (Annexure B) provided to them upon completion of the Booking Form (Annexure A).
- 8.2 The Occupant shall use the Unit SOLELY as a residence for educational purposes, whilst registered as a full-time student at a recognized educational institution.
- 8.3 The Occupant must not sublet the premises or allow any third party to reside in or occupy the premises.
- 8.4 The Occupant shall have joint use, with the other Tenant / Occupants in the Building, of the Communal Area in the Building and undertakes to use all facilities with care and with due regard to the other Tenant / Occupants.
- 8.5 The Occupant is bound by and agrees to the terms of the General rules and regulations (Annexure B). A breach of the General rules and regulations (Annexure B) will be regarded as a breach of the terms of this Agreement.
- 8.6 The Occupant has the right to privacy, during the lease period, and the Property Owner may only exercise its right of inspection in a reasonable manner (24 hours) after reasonable notice to the Occupant. However, should there be an emergency the Property owner and / or its representative may enter any room after attempting to make contact with the occupant. Should the Property Owner suspect any form of criminal and illegal behavior or activities, the Property Owner together with security, has the right to inspect the room without notice.
- 8.7 The Occupant shall care for and maintain the Premises and ensure that all is in good order and condition and regularly clean carpets, floor coverings and tiles.
- 8.8 The Occupant shall not make any structural changes or addition to the premises and/or furniture, drive nails or other objects into any portion of the Premises or paint the interior or exterior of the Premises without the Property Owner's prior written permission.

## 9. INTERRUPTION OF MUNICIPAL SERVICES

- 9.1 In case of any interruption to municipal services, i.e., water and electricity, the Property Owner and/or the Property Manager is NOT responsible and will not be held accountable for these interruptions.
- 9.2 The Tenant and/or the Occupant shall have no claim of whatsoever nature or hold the Property Owner and/or the Property Manager liable for any damages to any equipment and/or appliances or any claims whatsoever related and/caused by such an interruption.
- 9.3 The Tenant / Occupant will remain liable for the Residence and Service Fees, notwithstanding any interruption

of municipal services as set out above.

## **10. PROPERTY OWNER'S RIGHTS AND OBLIGATIONS**

The Property Owner and/or the Property Manager on its behalf, shall:

- 10.1 be entitled to enter and inspect the Premises at all reasonable times after reasonable notice (24 hours) to the Occupant.
- 10.2 maintain the exterior of the Building and the Communal Areas and keep it in good order and condition.
- 10.3 be entitled at any time for the purpose of repairing the Building to erect building equipment required for carrying out the repair work and be entitled to such right of access to the Building as is reasonably necessary for carrying out any repairs to the Building, provided that the Property Owner does not unreasonably or unnecessarily interfere with the Occupant's rights and provided further that the Property Owner carries out the work as quickly as possible in the circumstances.

## **11. DESTRUCTION OF / OR DAMAGE TO PREMISES**

- 11.1 If the Unit is destroyed or damaged to an extent which prevents the Occupant from having substantial beneficial occupation of the Unit:
  - 11.1.1 the Property Owner shall reinstate the Unit (and if necessary, the Building) at its cost as quickly as possible in the circumstances; and
  - 11.1.2 the Tenant and/or the Occupant shall have no claim against the Property Owner as a result thereof unless the destruction or damage was occasioned by or arose as a result of any grossly negligent or willful act or omission on the part of the Property Owner.
- 11.2 If it is impossible for the Property Owner to reinstate the Unit within 2 (TWO) months of such damage or destruction, the Tenant / Occupant shall be entitled to cancel this Agreement by giving written notice to the Property Owner to that effect within 10 (TEN) days after it becomes apparent that the Unit cannot be reinstated within the aforesaid time period. If the Agreement is cancelled as aforesaid, the Tenant / Occupant shall not be liable for payment of further Residence and Service Fees after the date of destruction or damage and the Tenant and/or the Occupant shall have no claim against the Property Owner as a result of the destruction or damage, unless the same was occasioned by or arose as a result of any grossly negligent or willful act or omission by the Property Owner.

## **12. CANCELLATION OF THIS LEASE AGREEMENT BY THE TENANT / OCCUPANT BEFORE THE EXPIRY OF THE INITIAL PERIOD OR ANY FURTHER FIXED-TERM PERIOD**

- 12.1 The Tenant / Occupant may choose to cancel this Lease Agreement prior to the expiry of the Initial Period, or any further fixed-term period, for any reason other than a Material Breach of this Lease Agreement by the Property Owner. The following will apply should the Tenant / Occupant choose to cancel the Lease Agreement as contemplated in this clause 12.1:
  - 12.1.1 the Tenant / Occupant shall give the Property Owner at least 1 Calendar month's written notice of such cancellation.
  - 12.1.2 the Property Owner shall be entitled to recover any loss suffered by the Property Owner as a result of such early cancellation of the Lease Agreement by charging the Tenant / Occupant a reasonable cancellation penalty, which will be the equivalent to two month's rent; and
  - 12.1.3 the Property Owner shall be entitled to recover from the Tenant / Occupant any commission paid or due to the Property Manager.
- 12.2 Should the Tenant / Occupant be transferred out of South Africa for occupational or diplomatic reasons, the same process of cancellation set out in clause 12.1 will apply.
- 12.3 The factors that will be considered when determining the reasonable cancellation penalty contemplated in clause 21.1.2 will include:
  - 12.3.1 the amount of time left until the Initial Period, or further fixed-term period, as the case may be, is due to terminate.
  - 12.3.2 whether the Property Owner is likely to find another Tenant / Occupant to replace the Tenant / Occupant within a reasonable time; and
  - 12.3.3 whether the Tenant / Occupant agrees that this is a fair and reasonable cancellation penalty.
- 12.4 If the Property Owner or the Property Manager (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 12.1.1, and the new lease agreement is for the same duration or a longer period than the remaining period of this Lease Agreement, then the Tenant / Occupant shall only be liable for reasonable advertising costs incurred by the Property Owner in advertising the Premises.

## **13. TERMINATION OF THIS LEASE AGREEMENT BY THE PROPERTY OWNER**



- 13.1 The Property Owner may in his sole discretion terminate this Lease Agreement on 2 (Two) Months' Written notice in the following circumstances:
- 13.1.1 the Property Owner intends to move into the Premises; or
- 13.1.2 the Property Owner intends to sell the Premises.
- 13.2 In the event that the Tenant / Occupant 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 Property Owner shall be entitled to terminate this Lease Agreement on 20 (Twenty) Business Days' notice to the Tenant / Occupant. In such an event:
- 13.2.1 the Property Owner's right to terminate in terms of this clause 13.2 shall exist regardless of whether the Tenant / Occupant remedies each breach prior to the expiry of each individual Month within the 3 (Three) Month period contemplated above; and
- 13.2.2 the provisions of this clause 13.2 shall apply during the Initial Period as well as any renewal periods to this Lease Agreement.
- 13.3 The Property Owner may terminate this Lease Agreement with immediate effect and may demand that the Tenant / Occupant vacate the Premises immediately and, in any event, within a period of no more than 24 (Twenty Four) hours in the event that the Property Owner or the Property Manager become aware of the fact that the Tenant / Occupant 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.
- 13.4 In the event that the provisions of clause 13.3 apply, the Property Owner 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 Property Owner to prove such reporting to the Tenant / Occupant or any third party.
- 13.5 In the event that the Tenant / Occupant provides the Property Owner or the Property Manager 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 Property Owner 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 Property Owner concludes this Lease Agreement with the Tenant / Occupant.

#### **14. BREACH OF THIS LEASE AGREEMENT BY THE TENANT / OCCUPANT**

- 14.1 In the event of the Tenant / Occupant 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:
- 14.1.1 should the provisions of Section 14 of the CPA apply to this Lease Agreement and the Tenant / Occupant remain in breach of any of the terms of this Lease Agreement for a period of 20 (Twenty) Business Days after dispatch of a written notice calling upon the Tenant / Occupant to remedy such breach; or
- 14.1.2 should the Lease Agreement continue on a Month-to-Month basis in accordance with the provisions Section 14 of the CPA accordingly not apply to this Lease Agreement, and the Tenant / Occupant 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 / Occupant to remedy such breach; then the Property Owner 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 / Occupant.
- 14.2 Should this Lease Agreement be cancelled or terminated by the Property Owner for any reason whatsoever, the Tenant / Occupant and all other persons occupying the Premises through and / or under the Tenant / Occupant shall (i) immediately vacate the Premises, and (ii) allow the Property Owner to take occupation thereof.
- 14.3 In the event of the (i) Property Owner cancelling or terminating this Lease Agreement, and (ii) the Tenant / Occupant disputing the right of the Property Owner to cancel or terminate and remaining in occupation of the Premises ("**Dispute**"), the Tenant / Occupant 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.

- 14.4 In the event of a Dispute, as contemplated by the provisions of clause 14.3, the Property Owner shall be entitled to accept and recover all payments made by the Tenant / Occupant, 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 Property Owner's action of cancellation or termination, then in Dispute. Should the Dispute be determined in favour of the Property Owner, the payments made and received in terms of clause 14.3 and this clause 14.4 shall be deemed to be amounts paid by the Tenant / Occupant for the damages suffered by the Property Owner by reason of the cancellation or termination of the Lease Agreement and / or the unlawful holding over by the Tenant / Occupant.

## **15. BREACH OF THIS LEASE AGREEMENT BY THE PROPERTY OWNER**

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

## **16. HOLDING OVER**

- 16.1 If the Property Owner terminates this Agreement and the Tenant / Occupant disputes its right to do so and remains in occupation of the Premises pending the determination of the dispute, the Tenant / Occupant shall continue to pay all amounts due by it and the Occupant in terms of this Agreement on the due date of same and the Property Owner shall be entitled to recover and accept those payments.
- 16.2 Such acceptance shall be without prejudice to and not affect the Property Owner's claim to cancellation of this Agreement or any other claim which it may have against the Tenant and/or the Occupant.
- 16.3 If the dispute is determined in favor of the Property Owner, then payments made to the Property Owner in terms of this clause shall be regarded as amounts paid by the Tenant / Occupant on account of the loss sustained by the Property Owner as a result of the holding over by the Tenant / Occupant of the Premises.

## **17. INSURANCE**

- 17.1 The Property Owner undertakes, during the term of this Agreement, to ensure that there is a comprehensive insurance policy in place for the Building relating to structural damage and destruction of the Building.
- 17.2 The Occupant shall be responsible for his own short-term insurance during the term of this Agreement in respect of all aspects not related to the policy referred to in clause 14.1. The Tenant / Occupant shall have now claim against the Property Owner for loss of personal belongings / damage to electronic equipment due to electricity outages and / or water restriction or any other related matter except if it was caused due to the gross negligence of the Property owner.
- 17.3 The Tenant / Occupant is also responsible for all the items / furniture in his / her room and must ensure that their room is locked at all times.

## **18. WI-FI SERVICE**

- 18.1 Wifi Supply  
The occupant will have access to uncapped Wi-Fi subject to Best Effort Service.
- 18.2 Restrictions to Wifi Supply  
In the case of the Tenant's / Occupant's Residence and Service fee account being in arrears, Wi-Fi access may be suspended until the account has been brought up to date  
Riviera Varsity Lodge (Pty) Ltd reserves the right to apply restrictions to the Wi-Fi service of an occupant if his/her behavior is determined to be affecting the user experience of other users on the network. Behaviour which may compromise Riviera Varsity Lodge's network performance include, for example, causing network congestion, running excessive concurrent internet sessions or accessing excessive bandwidth intensive protocols such as peer-peer.  
Riviera Varsity Lodge (Pty) Ltd reserves the right to effect any changes to the Wi-Fi Service.
- 18.3 Acceptable Internet Use Policy  
Riviera Varsity Lodge provides access to the Internet for all occupants. Inappropriate use will result in the cancellation of those privileges and/or disciplinary action by Riviera Varsity Lodge. An occupant's activities while using the Internet on the premises of Riviera Varsity Lodge must be in support of education and research and be constant with the educational objectives of Riviera Varsity Lodge. In addition, an occupant accessing the

Internet from Riviera Varsity Lodge's premises is responsible for all online activities, which take place using the Internet.

The occupant hereby agrees that the following actions (which are not all inclusive) constitute unacceptable use of the Internet whether that use is initiated from the facility of any other site:

- Using impolite, abusive, or otherwise objectionable language in either public or private. Placing unlawful information on the Internet. Using the Internet illegally in ways that violate Municipal or other laws and statutes. Sending messages that are likely to result in the loss of recipient's work or system
- Sending a chain letter or pyramid schemes to lists or individuals and other types of use which would cause congestion of the Internet or otherwise interfere with the work of others
- Using the Internet for commercial purposes and using the Internet for political lobbying. Changing any computer file that does not belong to the user. Sending or receiving copyrighted materials without permission. Submitting materials copied from the Internet as one's own work
- Using the Internet access for sending and receiving pornographic material, inappropriate test files, or files dangerous to the integrity of the network. Circumventing security measures on site or remote computers or networks. Attempting to gain access to another's resources, programs or data. Vandalizing, which is defined as any malicious attempt to harm or destroy data of another user on the Internet, including the uploading or creating of computer viruses.

#### 18.4 Declaration

We hereby accept the terms and conditions as set out above for the use of Wi-Fi Service. We also accept the Terms and Conditions as set out by the Service Provider. We have also read the policy on acceptable use of the Internet as set out in section 3 and understand fully and agree to abide by the principles and guidelines it contains. In addition, the Tenant / Occupant must refrain from those actions listed above, which are considered unacceptable to the proper use of the Internet resources.

### 19. VACATING THE UNIT

- 19.1 Upon termination of this Agreement (for whatever reason) the Property Manager and the Occupant will arrange a joint inspection of the Unit at a mutual convenient time, not earlier than (3) THREE days before the Termination Date, to conduct a final outgoing inspection.
- 19.2 If the occupant fails to respond to the Property Manager's request for an inspection, or fails to attend any such mutually arranged inspection, the Property Owner shall inspect the Unit without the Occupant being present.
- 19.3 Should the Property Manager find any damages caused to the Unit during the Occupant's occupation, an invoice will be issued and the amount of damages will be subtracted from the Breakage Deposit.
- 19.4 The Occupant shall, on termination of this Agreement (for whatever reason) immediately vacate the Unit and restore possession of the Unit and all keys, remotes, and tags to the Property Owner in the same good order and condition as he received it, fair wear and tear excepted.

### 20. DOMICILIUM CITANDI ET EXECUTANDI

- 20.1 The parties choose as their *domicilia citandi et executandi* (service address) for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses as set out in this Agreement and the Booking Form (Annexure A).
- 20.2 Either party may by notice to the other party change their chosen *domicilium citandi et executandi* to another address where postal delivery occurs in South Africa or its email, provided that the change shall become effective on the 7th business day from the deemed receipt of the notice by the other party.
- 20.3 Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing, but it shall be competent to give notice by email. Notwithstanding anything to the contrary herein contained a written notice or 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 at its chosen *domicilium citandi et executandi*.

### 21. GOOD FAITH

The Parties shall in their dealings with each other display good faith.

### 22. SURETYSHIP

The Tenant and Occupant signing this Agreement accept their liability jointly and severally as surety and co-principal debtors in solidum to the Property Owner for all amounts which may become due to the Property Owner by the Tenant and/or the Occupant at any time in terms of this Agreement or otherwise.

### 23. INDEMNITIES

- 23.1 The Property Owner shall not be liable for any loss, damages, injury suffered directly or indirectly by the Occupant and/or Tenant or their invitees arising from any cause whatsoever, unless arising as and which is a

- consequence of the gross negligence of the Property Owner.
- 23.2 The Occupant and/or Tenant indemnifies the Property Owner against any loss, damage or injury which may arise from the use of the Building, the Unit and the Communal Area.

## 24. GENERAL PROVISIONS

- 24.1 This Agreement together with its **General Rules and Regulations (Annexure B)** as well as the documents required before occupation named on the Booking Form (Annexure A) (**Copy of ID of Parent / Guardian, 3 Months of bank statements, Student Card of Occupant, Copy of ID of Occupant, Signed TPN Consent clause**), constitutes the whole Agreement between the Parties relating to the subject matter hereof and displaces any other discussions.
- 24.2 No relaxation or indulgences which the Property Owner may show to the Tenant or the Occupant shall in any way prejudice the Property Owner's rights. In particular, no acceptance by the Property Owner of Residence and Service Fees after the required date (whether on one or more occasions) or any other act or omission by the Property Owner shall preclude it from exercising any rights enjoyed by it hereunder. The Property Owner shall be entitled to appropriate any amounts received from the Tenant / Occupant towards the payment of any cause debt or amount owing by the Tenant / Occupant.
- 24.3 Should any one or more of the provision of this Agreement be unenforceable then the remaining provision shall be of full force and effect.
- 24.4 No alteration, addition, variation, or agreed cancellation of the terms of this Agreement, this clause or any of the Annexure hereto shall be of any force or effect unless reduced to writing and signed by both parties to this Agreement.

## 25. FORCE MAJEURE

Neither party hereto shall have any liability by reason of failure to fulfil any obligations in terms of this Agreement if such failure is occasioned by force majeure including, but not limited to, events such as acts of God, fire, accident, government act, explosion, industrial dispute, epidemic or any other act, omission, or event beyond the reasonable control of such party.

IN WITNESS THEREOF, the Parties hereto have accepted the terms contained herein and caused this Residence and Service Agreement (together with its Annexure) to be executed by their duly authorized representatives on the dates specified below.

### TENANT (PARENT/GUARDIAN/BURSARY)

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

PLACE: \_\_\_\_\_

### OCCUPANT (STUDENT)

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

PLACE: \_\_\_\_\_

### PROPERTY MANAGER ON BEHALF OF THE PROPERTY OWNER

NAME: \_\_\_\_\_

DATE: \_\_\_\_\_

PLACE: \_\_\_\_\_