

## TERMS AND CONDITIONS OF LEASE AGREEMENT

### 1. DEFINITIONS

In this Lease Agreement:

- 1.1 **“Annexures”** refer to the House Rules, the Debit Order Authority, the Suretyship, and the Entry Inspection Form.
- 1.2 **“Apartment Block”** means a section of the Apartment Building described as Luhambo Students wherein the room is situated.
- 1.3 **“Bed”** refers to either a Bed in a single room or a bed 2-bed sharing room.
- 1.4 **“Commune”** refers to a unit consisting of 6 single rooms and one 2-sharing room together with its own dedicated bathrooms (x 2) and fully equipped kitchen.
- 1.5 **“Deposit Amount”** means the security deposit amount stated in Clause 5.1.
- 1.6 **“Lease”** means the Lease Agreement and all Annexures to this Agreement.
- 1.7 **“Lease End Date”** means the expiry as specified by the Lessors’ NSFAS accreditation, alternatively the date on which the termination of the Lease Agreement takes effect, as the case may be.
- 1.8 **“Lease Start Date”** means the commencement date as specified by the Lessors’ NSFAS accreditation.
- 1.9 **“Lease Agreement”** means the document labelled “Lease Agreement” (this document) as well as the Annexures as defined above
- 1.10 **“Lessee”** refers to the student occupying the bed and the Commune.
- 1.11 **“Lessor”** means Luhambo Students (Pty) Ltd registration number 2022/708333/07 domiciled at Lower Level, Steiltes Centre, 28 Skylab Street, Nelspruit.
- 1.12 **“Luhambo House Rules”** a separate document that will need to be signed by the Student and that will form an integral part of the Lease Agreement
- 1.13 **“Premises”** means the Room, the Commune, and the Apartment Block, as described above, together with the property on which the Apartment Block is situated.
- 1.14 **“Room”** refers to a room in the Commune.
- 1.15 **“Student”** refers to a person whose name and details appear in the Lease Schedule under ‘Lessee’/‘Student’.
- 1.16 **“Surety”** refers to the person/sponsor responsible for making payment on behalf of the Lessee. The surety will be the Lessee’s parent/guardian/sponsor where the surety carries all the Lessee’s obligations in terms of the Lease Agreement upon themselves.

- 1.17 **“Monthly Rental”** refers to the highest prevailing rate for accommodation that is provided via NSFAS and approved by the academic institution that the Lessee currently studies with or will study with.

## **2 RECITAL**

- 2.1 The Lessee warrants that he/she is enrolled and registered as a full-time student at an Institution of Higher Learning in The Republic of South Africa.
- 2.2 Luhambo Students is the owner, Lessor AND/OR agent of the Premises, and all its contents therein.
- 2.3 The Lessee submitted an application to hire a bed in a Commune from the Lessor, which application has been approved by the Lessor, and is incorporated into this agreement as per the Application and Lease Schedule.
- 2.4 The Lessee acknowledges that the Commune comprises temporary accommodation, intended only to provide accommodation to the Lessee during his/her studies at an Institution of Higher Learning in the Republic of South Africa for the period contemplated in the Lease Schedule.

The Lessee therefore acknowledges his/her permanent home address(es) to be:

a

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b

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- 2.5 Further to 2.4 above, the Lessee acknowledges that the subsistence of the Lease Agreement is contingent upon the Lessee’s continued enrolment and registration as a full-time student at an Institution of Higher Learning in the Republic of South Africa. Should such enrolment and registration terminate for any reason whatsoever, the Lease Agreement will terminate automatically, as contemplated in clause 13 below.

## **IT IS THEREFORE AGREED AS FOLLOWS:**

## **3 LETTING AND HIRING, DURATION AND RENTAL**

- 3.1 The Lessor hereby lets, and the Lessee hereby hires, a bed in a Commune for the period stipulated in the Lease Schedule.

## **4 PAYMENT**

- 4.1 The monthly rental amount payable by the Lessee to the Lessor will be the amount stipulated as per the NSFAS accreditation.

- 4.2 It is the Lessee's responsibility to use the correct reference number when making payment. Where no reference is used and/or is incorrectly stated, the payment will remain unallocated and will be deemed to be unpaid unless proven otherwise by the Lessee.
- 4.3 The rental will be payable in advance, on the first day of each and every month without any deduction for any reason whatsoever, directly into the Lessor's bank account (banking details stated in Clause 4.13) per Electronic Funds Transfer. Failure to make timeous payments by the Lessee, shall result in additional charges being incurred by the Lessee and in a breach of contract.
- 4.4 Should the Lessee fail to pay the rental on the first day of the month he/she will be liable for interest on the rental amount at a rate equal to 5% (Five Percent) above the prime interest rate per annum charged by First National Bank from time to time, calculated from the date when the rental amount was due until the rental is paid.
- 4.5 The Lessee acknowledges that the Lessor has subscribed to a collection system and that the Lessee may be required to sign a debit order authority consenting the Lessor to debit the Lessee's bank account on the first of every month for the rental amount due. Should the Lessor be unable to debit the relevant /bank account whatever the reason, on the first day of the month, the Lessee hereby permits the Lessor to submit a debit order for processing on any day thereafter. Any bank penalties charged to the Lessee due to insufficient funds being available will be for the Lessee's expense.
- 4.6 Cash payments will not be allowed.
- 4.7 If the Lessee is a bursary/sponsored student and the Lessor has proof that the sponsor i.e. NSFAS, Edu Loan or similar institutions, or any other bursary/sponsoring organization approved by the Lessor will be making payment of all or part of the rental amount on behalf of the Lessee, the Lessee, by signing this Agreement acknowledges, agrees and understands that it is the Lessee's sole responsibility to ensure that the rental amount due is paid by such institution timeously as well as upon request by the Lessor. Where the Lessee is required to swipe their payment cards in order to effect payment to the Lessor, the Lessee is obliged to do so as to ensure such rental amount and/or other required amounts are indeed paid timeously.
- 4.8 Should the Lessee qualify for financial assistance in the form of a bursary from NSFAS, Edu loan, or any other financial assistance provided to the Lessee that does not cover the full rental amount payable under this agreement, the Lessee is responsible to pay to the Lessor, any and all amounts not paid for and/or which are outstanding on the part of such sponsor making payment on behalf of the Lessee. Any failure on the part of the Lessee in doing so will amount to a breach of the Lease Agreement and will lead to payment penalties being levied against the Lessee.
- 4.9 Notwithstanding the Lessee qualifying for any financial assistance from its sponsor/s, NSFAS, Edu loan or similar institutions, or any other organisation approved by the Lessor who will be making payment on behalf of the Lessee, the Lessee remains liable for all amounts due in terms of this agreement.
- 4.10 Where written confirmation of overall financial assistance approval has been granted to and received by the Lessee, the Lessee must provide such written confirmation immediately to the Lessor as received from the sponsor, NSFAS, Edu loan, or similar institutions, or any other institution approved by the Lessor that makes payment on behalf of the Lessee, of the exact value of the financial assistance granted to the Lessee as well as all related terms and conditions which may affect the Lessor. The Lessee will not be allowed to occupy the premises prior to this written confirmation being received by the Lessor. It is the Lessee's sole obligation to obtain such written confirmation of financial approval from its sponsors.
- 4.11 The Lessor shall be entitled to cancel this agreement by notice given by it to the Lessee, should the Lessee not be able to provide the confirmation referred to in Clause 4.10 above within two weeks,

unless the Lessee makes payment of the rental amount owed or shortfall in financial assistance granted against amounts payable under this agreement. In the event of such cancellation, the Lessee undertakes to vacate the premises immediately.

- 4.12 The Lessee will be liable to cover all increases, arising for any reason of purpose whatsoever, as charged by the government of the Republic of South Africa, municipalities, local authorities, the South African Revenue Services in respect of tax increases, and the like regardless of whether notice is given by the Lessor to the Lessee or not. The Lessor has no control over such increased charges. All disputes regarding such increases should be taken up with the relevant party who has introduced and instated such increase. The Lessee must make payment of such increases and any failure to do so will amount to a breach of this Lease Agreement and may result in its cancellation.

- 4.13 Details of payment:

**LUHAMBO STUDENTS (PTY) LTD**  
**FIRST NATIONAL BANK**  
**ACC NR: 6304 7980 601**  
**BRANCH NR: 250016**  
**REF: Initials, Surname and Bed number**

## **5 SECURITY DEPOSIT**

- 5.1 In the case of a self-funded Student, the Lessee warrants that he/she has made payment of the refundable deposit amount of R4 500.00 (Four Thousand Five Hundred Rand), upon receipt of confirmation from the Lessor that the Lessee's Application for Student Accommodation has been approved. The deposit will be invested in an interest-bearing account by the Lessor, the interest to be for the benefit of the Lessee.
- 5.2 The Lessor will hold such deposit as mentioned in Clause 5.1 above as a security deposit until such time as the Lessee has vacated the Premises and the Lessee has discharged all of his/her obligations to the Lessor in terms of this Lease Agreement.
- 5.3 The deposit will be refunded to the Lessee/Sponsor within 21 (twenty-one) days from the Lease End Date, provided that the Lessee has discharged all of his/her obligations to the Lessor.
- 5.4 The Lessor will, at its discretion, be entitled to apply the whole or a portion of the security deposit towards payment of any due and outstanding rental amounts, key replacements, remote control replacements, repairs, damages and the like, or towards the fulfillment of any other of the Lessee's liabilities in terms of this Lease Agreement.
- 5.5 Should the Lessor be obliged to apply any portion of the deposit at any time during the course of the Lease Agreement, except for the month in which the Lease Agreement comes to an end, the Lessee will immediately reinstate the deposit to its original amount.
- 5.6 The Lessee will not be entitled to set off any rent or other amounts payable to the Lessor against the deposit.
- 5.7 Should the Lessee refuse to attend and/or fail to set up and arrange a joint departure inspection with the Lessor, the Lessor will inspect the premises and deduct the cost of damages from the deposit amount. The Lessee waives any right to dispute such deduction due to his/her failure to arrange a joint inspection. The inspection will apply to all Students, whether privately funded or not. Sponsored Students will be liable to directly pay damages that arises out of the inspection.

5.8 The following items must be returned in good state before the student leaves Luhambo Students:

- 5.8.1 Laundry bag
- 5.8.2 Umbrella
- 5.8.3 Set of keys

Any loss or damage to these items will be for the account of the Student and have to be paid on demand thereof.

The Student will also be responsible to repair and/or replace any of these items if it is lost or damaged during the Lease Term. The replacement costs are stipulated as follows:

Laundry bag – R75.00  
Umbrella – R175.00  
Set of keys – R100.00

## **6 SHARING OF A ROOM**

- 6.1 The Lessee acknowledges, understands, and accepts that he/she is required to share the Commune/Room with other students during the term of this Lease Agreement, unless the Lessee elects to stay in a single room, i.e. a non-sharing room.
- 6.2 The Lessee further acknowledges, understands and accepts that the Lessor may request the Lessee to relocate to another Commune/Room during the term of this Lease Agreement where the Lessee's fellow student Lessee/s vacate/s the Commune/Room and/or where a sharing student Lessee from another unit vacates their premises for any reason whatsoever as well as when maintenance will be required to the Premises. The Lessee may not refuse such relocation. This is to ensure that there are always a minimum of two students in each sharing unit and that maintenance can occur to ensure full enjoyment of the Premises.

## **7 USE OF PREMISES**

- 7.1 The Commune/Room will be used for residential purposes only and may not be used for any other purpose whatsoever.
- 7.2 The Lessee shall not cause or allow any disorderly conduct of any nature upon the Premises, nor do or allow to be done any matter or thing about the Premises which shall constitute any undue nuisance or any inconvenience to neighbours or any other person or persons. The House Rules form an integral part of this Lease Agreement and shall be adhered to by the Lessee at all times. Failure to follow and adhere to the House Rules will constitute a material breach of this Lease Agreement and may result in its cancellation.

## **8 SUB-LETTING**

- 8.1 Only the Lessee (and fellow student Lessee/s where a sharing room is concerned) may occupy the Commune/Room throughout the duration of the Lease Agreement.
- 8.2 The Lessee shall not sub-let the Commune/Room, or any portion thereof, nor will the Lessee cause, permit or allow any other person/s to reside at the Premises, whether subject to remuneration or not. In this regard, the Lessee is also referred to the portions of the House Rules pertaining to the permissible entertainment of visitors at the Premises. Failure to comply herewith will constitute a material breach of this Lease Agreement and may result in its cancellation.

## **9 CESSION AND ASSIGNMENT**

- 9.1 The Lessee will not delegate, cede or assign his/her rights or obligations as contemplated in this Lease Agreement, or any portion thereof, to any other person/s and/or parties. Failure to comply herewith will constitute a material breach of the Lease Agreement and may result in its cancellation.

## **10 HOUSE RULES**

- 10.1 The Lessor has imposed House Rules, pertaining amongst other things to the occupation of the Communes/Rooms within the Apartment Block, and the general conduct required of student Lessees. The House Rules are intended to ensure that the Premises remains a secure, safe, clean and pleasant environment, as well as to ensure the well-being and enjoyment of all occupants accommodated on the premises. The terms and contents contained in the House Rules form part of this Lease Agreement and are hereby to the extent necessary and explicitly incorporated herein.
- 10.2 By signing this Lease Agreement, the Lessee agrees to be bound by the House Rules relating to the Premises and agrees that he/she, as well as his/her guest/s, will at all times abide by the House Rules as set out by the Lessor in the House Rules.
- 10.3 The Lessee acknowledges his/her obligation to familiarise himself/herself with the terms and contents of the House Rules. The Lessee acknowledges that he/she has been issued with a copy of the House Rules, and that a copy thereof is readily available at the Lessor's Administrative Office, for his/her perusal at any time.
- 10.4 Failure to comply with the House Rules will constitute a breach of this Lease Agreement and may result in the cancellation of the Lease Agreement (with immediate effect in circumstances).
- 10.5 Should the Lessor cancel this Lease Agreement due to the Lessee's breach of the House Rules, the Lessee will forfeit any rental paid for the month in which the cancellation occurred, as well as his/her deposit.

## **11 LESSEE'S OBLIGATIONS**

- 11.1 The Lessee will ensure that he/she, as well as his/her visitors, comply by the contents of the House Rules at all times. Such compliance, including compliance with any obligations not specified hereunder, constitutes a material obligation in terms of this Lease Agreement.
- 11.2 The Lessee will maintain the interior of the Commune/Room including but not limited to all windows, doors, accessories, electrical appliances, fixtures, fittings, light bulbs, etc. in a good condition. Should the Lessee fail to maintain the Commune/Room in good order as it was received by the Lessee, the Lessor will be entitled without prejudice to any of its other rights or remedies to effect the necessary maintenance, repairs and/or replacements and to recover all cost and related costs thereof from the Lessee on demand as it deems fit.
- 11.3 On termination of this Lease Agreement, the Lessee will return the Commune/Room and all parts thereof (including all keys and other items issue to student) to the Lessor in good order and condition, fair wear and tear excepted.
- 11.4 The Lessee will not be entitled to drive nails or screws into the walls, ceilings, and/or any other part of the Commune/Room. The placing of notices on walls with Prestik is not permitted. All corrective works will be charged against the Lessee.

- 11.5 The Lessee will not make any alteration/s, improvement/s and/or addition/s to the Commune/Room or to any installation therein without the Lessor's written consent. Where the Lessor does consent to any alteration/s, improvement/s and/or addition/s being made to the Commune/Room such alteration/s, improvement/s and/or addition/s will belong solely to the Lessor. The Lessee will not be entitled to remove such modifications from the Commune/Room. The Lessee will not under any circumstances have any claim whatsoever against the Lessor for compensation of any alteration/s, improvement/s and/or addition/s or have a right of retention in respect of any.
- 11.6 The Lessee agrees not to bring any goods, furniture, items and the like into the premises which may by their nature increase the rate of insurance premiums payable by the Lessor or vitiate any insurance cover held by the Lessor, or which may be infested by any wood borer, termite, or any other wood destroying insect of any kind.
- 11.7 The Lessee may not, without prior written consent of the Lessor, keep any safe or heavy object on the Premises.
- 11.8 The Lessee may not leave any refuse items, documents, furniture, waste or any other object in the passages/common areas of the Apartment Block and should place all refuse in appropriate and dedicated containers, so that it may be removed from the Premises in the correct manner.
- 11.9 The Lessee's personal possessions will not be insured by the Lessor, and every Lessee is obliged to take out personal content insurance cover should they wish to be covered for theft, loss and the like of personal possessions. Under no circumstances whatsoever, will the Lessor be liable to make good or replace lost or stolen or damaged items.
- 11.10 The Lessee undertakes not to interfere in any manner whatsoever with the current electrical installations in the Commune/Room and/or anywhere in the Premises without the Lessor's written consent. The Lessee will under no circumstances connect electric lamp/s, motor/s, heater/s and the like that are not specifically designed for use for the electric current supplied to the Commune/Room.
- 11.11 Within 7 (seven) days after having taken possession of the Commune/Room the Lessee will notify the Lessor in writing of any repairs and/or replacement/s that require attention in the Commune/Room or if any part thereof, including any missing, damaged or out of order lock, key, door, window, accessory, fixture or fitting, etc.
- Where no such written notice is received by the Lessor within the stipulated time period, the Lessor will be entitled to accept, and the Lessee hereby declares, that the Commune/Room, and all parts thereof, were intact, in place, and in good order and condition when the Lessee took possession of the Commune/Room.
- 11.12 The Lessee undertakes not to breach any of the terms, conditions or restrictions, laws, ordinances, proclamations, by-laws, and the like of the local, provincial or national authority having authority over the area in which the Premises is situated, or any of the terms and conditions of the title deed of the property, as well as any insurance restriction/s which may increase the premium or affect the insurance cover in any negative manner whatsoever of the premises.
- 11.13 Any and/or all damages that may occur in the Commune/Room and/or Apartment Block (including common areas), as a result of the Lessee/s negligence, action, etc. the person/s responsible will be liable for damages, breakages and the like accordingly, and if such person/s is/are not identified, the total cost of damages thereof will be apportioned to the total number of Lessees residing in that specific Commune/Room or Floor Level (for common area damages). Where such damages occur in a single room Commune (1 x occupant), the single occupant will be liable for such damages.

- 11.14 It is specifically recorded that the Lessee shall in no way interfere or incite any other occupant, visitor, Lessee of the property to cause any disruptions to the business operations of the property, including but not limited to the interference with access to the property by the contractors, subcontractors, staff, vandalism, unprotected or illegal strikes. The breach of this clause shall be considered a material breach of the agreement.
- 11.15 Neither shall the Lessee threaten any form of disruption and/or act of violence toward management and/or staff of the property.

## **12 LESSOR'S OBLIGATIONS**

- 12.1 The Lessor will be responsible for the maintenance of the Premises except for those parts of the Apartment Block which are the responsibility of Lessee/s or local authorities. The Lessor's obligations in this respect will include the maintenance and repair of the Apartment Block's structure, all systems, works, and installations contained therein, the roofs, exterior walls, lifts, landscaping, and all other parts of the common areas within the Premises, excluding the Lessee's portion as stated above.
- 12.2 The Lessor will be responsible for all access control, physical security, and everything required or desirable for security purposes regarding the safety, integrity and well-being of the Premises and its occupants.
- 12.3 The Lessor shall arrange an Entry Inspection of the Premises by a representative of the Lessor in the presence of the Lessee, and both parties shall sign and complete the attached Entry Inspection Form which form shall be attached to this agreement as an Annexure.

## **13 BREACH & CANCELLATION**

- 13.1 In the event of the Lessee failing to make payment of any due, payable and/or outstanding rental amount as contemplated in this Lease Agreement, as well as failing to make payment as per any additional agreements agreed to with the written permission to do so by the Lessor, then and in either event the Lessor may, but it shall not be obliged to make written demand for payment of arrear rental amounts of the due rental amount/s within 7 (seven) days.
- 13.2 Interest shall be payable on any overdue rental amounts at the rate of 5% (five per centum) above the Prime Rate of First National Bank, from time to time, calculated from the date on which payment is due, up to and including the date of actual payment, compounded annually.
- 13.3 In the event of the Lessee committing any other breach of the Lease Agreement, the Lessor may but shall not be obliged to make written demand that the Lessee remedy the breach within 7 (seven) days of receipt of such demand.
- 13.4 Should the Lessee fail to make payment, or remedy his/her breach, within 7 (seven) days as demanded by the Lessor in terms of Clause 13.1 or 13.2 above, the Lessor may, but shall not be obliged to, cancel the agreement and to take appropriate steps to take possession of the Commune/Room and any goods therein, without prejudice to any right of action which the Lessor may have against the Lessee in respect of arrear rentals and/or damages.
- 13.5 Should the Lessor accept a late payment, or in any way overlook the Lessee's failure to discharge his/her obligations arising of the Lease Agreement, the Lessor shall not be regarded as having waived any of its rights in terms of the Lease Agreement. The Lessee's attention is further drawn to Clause 26, which confirms that the Lease Agreement is not capable of variation, except where such variation is reduced to writing and signed by both parties: as such, acceptance of late payment, or any other relaxation or



indulgence granted by the Lessor in favour of the Lessee, shall not be construed a variation of this Lease Agreement.

- 13.6 Should the Lease Agreement be cancelled for any reason, the Lessee shall vacate the premises immediately and the Lessor may withhold the refunding of the deposit to cover costs, including the loss of rental for the period of lease not fulfilled.
- 13.7 The Lessor shall not be obliged to refund any monies or deposit/s held, to the Lessee until such time as it becomes clear that the Lessee no longer owes any amounts to the Lessor under this agreement.
- 13.8 In the event of the Lessor cancelling this agreement in accordance with its rights hereunder and in the event of the Lessee disputing such right to cancel and remain in occupation of the premises, the Lessee shall, pending settlement of such dispute either by negotiation or by litigation or by determination of the tribunal, continue to pay an amount equivalent to the rental amount/s stated for in this agreement in advances as herein before provided and shall continue to pay on or before the due date any other amounts for which he/she is responsible hereunder. The Lessor shall be entitled to accept such payments and the acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Lessor's claim for cancellation.
- 13.9 Should the dispute/s be determined in favour of the Lessor, payment/s made and received in terms of clause 13.8 above, shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor by reason of the cancellation of the agreement and/or the unlawful holding over by the Lessee, but without prejudice to any other claim which the Lessor may have against the Lessee for damages or otherwise. Should the dispute, however, be determined in favour of the Lessee, payments made and received by the Lessor in terms of Clause 13.8 shall be on account of the rent payable by the Lessee in terms of this agreement.
- 13.10 The Lessee warrants that the information provided by him/her and/or by his parent/guardian/sponsor contained in the application forms and within this Lease Agreement (where applicable) are true and correct. Where the Lessor at any stage discovers that the information is indeed false, the Lessor will be entitled to cancel this agreement and the Lessee will be obliged to vacate the premises immediately. Should the lease be cancelled in these circumstances, the Lessee will forfeit the deposit amount and will have no claims against the Lessor for the month's rental as may have already been paid for and/or any other reason whatsoever.
- 13.11 Notwithstanding anything to the contrary contained herein and notwithstanding any receipt given for rental or deposit paid, should the Lessor be unable to give the Lessee occupation of the agreed premises within 7 (seven) days of the start date, for any reason whatsoever, the Lessee shall have no claims for damages or other right of action against the Lessor as a result thereof, and undertakes to accept occupation from whatever date the premises is/are available subject to a pro rata refund for the period of non-occupation.

#### **14 NO FAULT CANCELLATION OF LEASE AGREEMENT**

- 14.1 The lease is for a fixed term period without variation unless agreed to in writing by the Lessor. The Lessee may cancel the agreement on a 30 calendar days written notice to the Lessor, under reasonable circumstances.
- 14.2 Clause 14.1 will not be construed as excluding the ordinary lawful consequences of a breach of this agreement by either party (save any such consequences as are expressly excluded by any of the other provisions of this agreement) and in particular any right of cancellation of this lease on the ground of a material breach going to the root of this agreement.

## **15 TERMINATION**

- 15.1 The Lessee agrees that should he/she at any stage during the duration of this agreement terminate his/her studies and not be enrolled and registered as a full time student at an Institution of Higher Learning for a period in excess of 30 days, he/she will inform the Lessor immediately and in writing of such termination, and this agreement will terminate automatically and with immediate effect, and the Lessee will be obliged to vacate his/her Commune immediately.
- 15.2 The Lessee agrees that the Lease Agreement starts on the Lease Start Date and terminates on the Lease End Date as indicated in the Application and Lease Schedule.

## **16 WAIVER OF RIGHTS**

- 16.1 If the Lessor for any reason whatsoever grants an indulgence, extension or relaxation of, or fails or neglects to enforce, a term or condition of the Lease Agreement, it shall in no way be deemed to amount to a waiver of the Lessor's rights in terms of the Lease Agreement. Further, such relaxation, or failure to enforce such term or condition shall not affect the validity of the Lease Agreement or the right of the Lessor to institute legal proceedings for the enforcement of that term or condition.
- 16.2 Further to Clause 16.1 above, any acceptance of rent after the date of payment, either once or on multiple occasions, shall not oblige the Lessor to exercise any of its rights, nor preclude it from doing so, if it should not receive subsequent payments on/or before the due date for payment.
- 16.3 Any further receipt by the Lessor of rent or any other payment shall in no way prejudice the Lessor, nor shall it be deemed to be a retraction, dissolution or surrendering of any cancellation which was valid or had been obtained prior to the receipt of such amounts.

## **17 LEGAL PROCEEDINGS**

- 17.1 Should the Lessor consult with and/or instruct its attorneys with regard to any breach of this agreement by the Lessee, the Lessee will be liable for all fees, related costs as well as disbursements of the said attorneys as between attorney and own-client whether or not steps for relief are initiated.

## **18 ACCESS – LESSOR**

- 18.1 The Lessor, its representatives, employees, agents, servants, contractors, affiliates, etc. are entitled at all reasonable times, and with prior arrangement, enter the Commune/s/Room/s and the Apartment Block in order to inspect, and to carry out any necessary repairs, replacements, and/or other works, and/or to perform any other lawful function in the bona fide interests of the Lessor, the Lessee, other occupants, and the like, of the Apartment Block.
- 18.2 The Lessor will ensure that this right is exercised with due regard for, and minimum interference with, the beneficial enjoyment of the Lessee and fellow occupants of the Apartment Block.

## **19 DESTRUCTION**

- 19.1 Should the Apartment Block in which the Commune/Room is situated be destroyed by fire or through any other cause during the period of this Agreement and become untenable, then this agreement will be terminated. Should only the Commune/Room be damaged or partially destroyed by fire or through any other cause while some portions of the Apartment Block remain tenantable, then this

Lease Agreement will not be terminated and the Lessee will continue to pay the rent which is due and payable. In addition to the above, the Lessee agrees to be relocated into any Commune/Room that is tenatable at the sole decision of the Lessor.

## **20 ACCESS AND SECURITY**

- 20.1 The Lessor will be entitled to install access control/s, security measures and the like to the Commune/Room and/or Apartment Block in its sole discretion and as it sees fit. The Lessee, all occupants of the premises, visitors and the like are obliged to comply with any procedures and/or rules relating to access control and overall security measures implemented by the Lessor.

## **21 KEYS AND RELATED**

- 21.1 All keys shall be handed over to the Lessee prior to commencement of this lease, a full set of the keys to the Commune/Room and/or Apartment Block (where necessary), and the Lessee undertakes that upon termination of this Lease Agreement he/she shall return such keys to the Lessor.
- 21.2 In the event of the Lessee misplacement of the keys or any part thereof, new keys will be provided by the Lessor, at the Lessee's expense. On vacating, should the Lessee fail to return the keys and/or any part thereof as was received by the Lessee from the Lessor, the Lessor will be entitled to force open the unit and/or replace misplaced/lost keys, new locks as required as well as any other damage due to the keys not being returned timeously at the Lessee's expense.

## **22 INDEMNITY**

- 22.1 The Lessee will have no claim for any reason against the Lessor howsoever, whatsoever and whensoever arising as a result of negligence, gross negligence and the like on the part of the Lessor and/or its directors, employees, representatives, agents, servants, contractors, invitees, affiliates, etc.
- 22.2 Neither the Lessor nor its directors, employees, representatives, agents, servants, contractors, invitees, affiliates etc. will be liable for any damages, whether direct or indirect damages, injury, theft, negligence and/or loss of life caused to the Lessee, its dependents, properties, invitees, etc. for any reason whatsoever.

## **23 PARENT/S OR GUARDIAN/S OR SPONSOR/S TO SIGN AS SURETY AND CO-PRINCIPAL DEBTOR**

- 23.1 The Surety by his/her signature hereby binds himself/herself/itself jointly and severally as Surety and Co-principal debtor with the Lessee for all of the Lessee's obligations arising out of this Lease Agreement.

## **24 DEPARTURE FROM RESIDENCE**

- 24.1 The Lessee hereby agrees that should he/she remain in occupation after termination, cancellation or expiry of this Lease Agreement, the Lessee shall be liable to pay an amount in lieu of rental at the standard rate applied by the Lessor for accommodation at the Commune Block for each month or part thereof that the Lessee remains in occupation. Should an increase be effected by the Lessor, the Lessee will be liable to pay such increased rates as instructed by the Lessor.

24.2 Final Departure forms must be completed, and keys returned before 15:00 pm on the day of departure from the residence as instructed by the Lessor. The Commune/Room will only be deemed vacated once the keys and Final Departure forms have been received by the Lessor. No Lessee is permitted to vacate the unit unless an exit inspection has been conducted by the Lessor.

24.3 The Lessee agrees that it is his/her own responsibility to remove all his/her property from the Premises on cancellation, termination or expiry of the Lease Agreement. The Lessee will have no claim against the Lessor for any property, good/s and/or items left behind or abandoned at the Premises.

## **25 SEVERABILITY**

25.1 If any provision of this Lease Agreement is determined to be void or unenforceable ("the offending provision"), the other terms and provisions of this Lease Agreement will remain in full force and effect as if this Lease Agreement had been executed without the offending provision appearing herein.

## **26 ENTIRE AGREEMENT AND NON-VARIATION**

26.1 This Lease Agreement contains all the terms and conditions of the agreement entered into by the Lessor and the Lessee/Surety and they acknowledge and agree that any representations, warranties, undertakings or promises whatsoever which may have been made by them other than those contained herein will not be binding or enforceable against either party.

26.2 No variation of this Lease Agreement shall be of force and effect unless reduced to writing and signed by both parties.

## **27 GENERAL**

27.1 The monthly Water and Electricity usage will be monitored as per group of Blocks or Platforms. An average for all the metered areas in Luhambo Students will be recorded from inception of first use. If it is found that a certain area Block or Commune uses Water and/or Electricity above the average, the Lessor reserves the right to reclaim and recover these above the norm amounts from those Students in question.

27.2 The Lessee will be liable for any damage/s caused by him/her, as well as an admin fee of R 500,00.

27.3 During holiday period/s (e.g. June/July period), closure of the educational institutions, breaks between semesters and the like or where the Lessor deems necessary, the Lessee will be required to vacate the Commune. Failure to vacate over this period will result in a breach of the Lease Agreement. Arrangements may be permitted subject to written approval by the Lessor.

### **27.4 Transport Arrangements:**

Luhambo Students is 2 kilometres from the University grounds and are therefore not obliged to offer any additional transport arrangements for the Students. Reference is made to the specific clause in the Higher Education Act, 1997, The Policy on the Minimum Norms and Standards for Student Housing at Public Universities, inserted as follows:

*"should on-campus locations be unavailable, then student housing sites must be within a radius of no more than 20 kilometres of the campus. Plans for any newly planned university-owned or leased student residence that do not conform to the 20 kilometre radius must be submitted to the Department for approval. Affordable and secure transport running at regular intervals from early morning to late night*



*must be provided for housing further than 5 kilometres from the campus. Such sites should be carefully selected with the safety, security and well-being of students in mind”*

Special arrangements can be made for disabled, injured, or sick Students. Any additional transport services will have to be arranged and paid for by the students with appointed and approved service providers.

The Developer has constructed a dedicated footpath and walkway for the ease and convenience of Luhambo Students. This walkway is safe and secure and serviced by lighting as well as security cameras.

## **28 DOMICILIA AND NOTICES**

28.1 The Parties hereby select the following addresses as their domicilium citandi et executandi:

LESSOR: LOWER LEVEL, STEILTES CENTRE  
28 SKYLAB STREET  
NELSPRUIT, 1200

LESSEE:

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28.2 Despite the domicilium address selected above the Lessee hereby selects the address of the Premises from the date of commencement of this lease as its address for the domicilium citandi et executandi.

28.3 Either Party may change their domicilium address by written notice to the other Party with effect from the receipt or deemed receipt by the latter of such notice.

28.4 Any notice given which:

28.4.1 Is delivered by hand during the normal business hours of the addressee at the addressee's domicilium citandi shall be presumed to have been received by the addressee at the time of the delivery;

28.4.2 Is emailed shall be presumed to have been received by the addressee on the day following the date of the dispatch of such email.

## **29 OVERBOOKINGS**

29.1 The parties acknowledge that in the event that the Lessor cannot provide accommodation to the Lessee due to an overbooking, this Lease Agreement shall automatically terminate.

29.2 The parties further agree that the aforesaid provision shall only be effective upon the Lessor delivering a written notice to the Lessee indicating the reason it cannot provide the accommodation is due to the overbooking and the Lessor shall forthwith refund any deposit it may have received from the Lessee.

## **30. STORAGE FEES**

30.1 Subject to the House Rules relating to Storage, no Lessee(s) shall be charged any storage fees, provided that the Lessee(s) account is not in arrears and that the Lessee(s) has signed the Lessor's indemnity form.



- 30.2 Should the Lessee however not vacate the Premises immediately after the termination of this Agreement in any manner provided for in this Agreement, the Lessee will remain liable for the payment of the rental and all other amounts due in terms of this Agreement, until such time as the Lessee has fully vacated the Premises.

**31. REPAIRS AND MAINTENANCE**

- 31.1 The Lessee(s) consents to a monthly inspection of the leased Room/Commune. During the inspection if any damage is detected and maintenance and repair is required, the Lessee(s) shall be liable for the costs associated therein and shall pay such costs upon demand, regardless if Lessee(s) receives financial assistance the Lessee(s) will remain personally liable for said damages and costs associated therein.

**32. PROTECTION OF PERSONAL INFORMATION (POPI)**

- 32.1 The Lessor shall collect and store personal information in respect of the Lessee, for the purposes of this Lease.
- 32.2 The personal information will be used and shared in accordance with the Lessor's group privacy policy available at its Head Office

LUHAMBO STUDENTS (PTY) LTD:

Correspondence to be directed to the Lessor which for the purposes of this agreement will be Luhambo Students (Pty) Ltd , whose contact details are as follows:

Luhambo Students (Pty) Ltd  
Birch House, 06 Mellis Road, Rivonia  
Tel: ..... Email: .....  
LESSEE: .....



I have read, understood and I agree to the Terms and Conditions listed above.

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

LESSOR

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

LESSEE

THUS DONE AND SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

SURETY