



Units on Park Student Accommodation

DIRECT LODGER AGREEMENT



SCHEDULE

1. PARTIES

1.1 OWNER DETAILS

Owner	UOP Development Joint Venture
Address	1118 Park Street, Hatfield, 0028 - Pretoria
Managing Agent	Eris Property Group (Pty) Ltd

1.2 LODGER (STUDENT) DETAILS

Lodger Code: **UU012948**

Given Name(s)	Sakhile Minenhle	Surname	Dumisa
Physical Address	Ward 30, Mfundo Street, KwaDlangezwa, 3886 - Empangeni, Kwazulu Natal, South Africa		
Identity Number / Passport Number	0302215105081	Is RSA ID ?	YES
Nationality	South Africa		
Student Number	23763958	Institution	University of Pretoria
Email Address	sakhile.dumisa@outlook.com	Mobile Phone Number	0734944036

1.3 PARENT / GUARDIAN DETAILS

	Parent /Guardian #1	Parent /Guardian #2
Full Name (incl. Surname)	Ntombi Rose Dumisa	
Citizenship	South Africa	
Identity / Passport Number	7303250463081	
Physical Address	Ward 30, Mfundo Street, KwaDlangezwa, 3886 - Empangeni, Kwazulu Natal, South Africa	
Email Address	kwadumisa@outlook.com	
Mobile Phone Number	0673145502	
Landline Phone Number		

2. UNIT DETAILS

Unit Description	4 Bed Unit - Sharing		
Address	506d, Floor 5, Units on Park		
Commencement Date	01/02/2025	Duration	10 Month(s)
Termination Date	30/11/2025		

3. ACCOMMODATION FEE (INCLUSIVE OF VAT)

Deposit	R 0.00		
Non-Refundable Administration Fee	R 350.00		
Monthly Accommodation Fee	NSFAS Rate		
Monthly Parking Fee	R 0.00	(for 0 Parking Bays)	
Method of Payment	<input type="checkbox"/> EFT <input checked="" type="checkbox"/>	or	<input type="checkbox"/> DEBIT ORDER
Payment Options	(select one below)		
»	<input type="checkbox"/>	Annual Payment (Payable within 14 days of Commencement Date)	
»	<input type="checkbox"/>	Semester payments (Semester payments are due within 14 days of the commencement of each academic semester)	
»	<input checked="" type="checkbox"/>	Monthly payments (monthly payments are due, in advance on or before 1st day of each month)	

4. ACCOUNT RESPONSIBILITY

4.1 PERSON RESPONSIBLE FOR THE ACCOUNT

Full Name (incl. Surname)	Ntombi Rose Dumisa				
Identity / Passport Number	7303250463081	Nationality	South Africa		
Physical Address	Ward 30, Mfundo Street, KwaDlangezwa, 3886 - Empangeni, Kwazulu Natal, South Africa				
Email Address	kwadumisa@outlook.com	Mobile Phone	0673145502	Landline	
Employer					
Employer Address					

4.2 SPONSORSHIP (BURSARY / NSFAS)

Name of Bursar	NSFAS	Reference Number	MCS0YR20240108065922QS
Address of Bursar	2nd Floor, House Vincent, 10 Brodie Road, Wynberg, 7700 - Cape Town, Western Cape, South Africa		
Email Address	queries@nsfas.org.za	Landline	0800 067327

5. DECLARATION & SIGNATURE

Upon signing this Declaration, the signatories declare and agree to the following:

- That the information provided by them to the Owner is true and correct and where information provided to the Owner is incomplete or the relevant documents are not attached, that the Owner may not process Agreement, in its sole election.
- That they are jointly and severally liable as guarantors and co-principal debtor with the Lodger for all amounts due and payable to the Owner in terms of this Agreement.
- That they renounce (abandon) the benefits of legal exceptions including: (a) the defence that the Owner should first exhaust its claim against the Lodger before pursuing its claim against the guarantors; (b) that the Owner must first recover the full debt from the Lodger before it may require payment from the guarantors.
- That they are in a financial position to pay the amounts due and payable by them in terms of this Agreement on the due date, and where the Lodger has applied for a bursary, loan, sponsorship or related allowances and where such bursary, loan, sponsorship or allowance is not granted, or is withdrawn for any reason that they will immediately notify the Owner and make appropriate arrangements with the Owner for payment of all amounts due and payable by them in terms of this Agreement.
- Where required, as indicated on the Schedule, to pay the Deposit and Administration Fee on signature by them of this Declaration.
- That they will be liable to pay interest on all overdue amounts at the prime rate (as charged by FNB) plus 4%, calculated daily and compounded monthly in arrears, from due date until the date that payment is received in full.
- That they will be liable for all legal costs incurred, including collection commissions (on a scale as between attorney and client) in the event of any outstanding amounts being handed over to attorneys for collection purposes.

	(Name & Surname)	(Signature)	(Date)	(Place - Town/Suburb)
Parent / Guradian 1	Ntombi Rose Dumisa	<i>Ntombi Rose Dumisa</i>	25/11/24 19:00	KwaDlangezwa
Parent / Guardian 2				
Person Responsible for the Account	Ntombi Rose Dumisa	<i>Ntombi Rose Dumisa</i>	25/11/24 19:00	KwaDlangezwa
Student	Sakhile Minenhle Dumisa	Sakhile Minenhle Dumisa	25/11/24 18:58	KwaDlangezwa

6. OWNER REPRESENTATIVE

(Name & Surname)	(Signature)	(Date)
Property Manager		
Legal Manager / Regional Manager		

FOR OFFICE USE ONLY	
Signed by All Parties	
Debit Order Form Complete (if applicable)	
All FICA Documentation Received	
Deposit Received	

GENERAL TERMS AND CONDITIONS

This is a legally binding document. READ IT CAREFULLY. Every effort has been made to make this document easy to read and understand. If you do not understand any part of this document, please ask the Owner or its agent for a written explanation before signing this document.

1. COMMENCEMENT AND DURATION

- 1.1. This Agreement will start on the Commencement Date and shall be for a fixed period as set out in the Schedule hereto. Subject to 1.2 below, you will be required to leave the Unit and remove all your personal belongings on the Termination Date.
- 1.2. You must notify the Owner, in writing, 30 (thirty) days in advance should you wish to remain in residence during the December-January break as the Owner requires vacant possession of the Units during this period for repairs and maintenance purposes. You are not guaranteed to be allocated the same Unit should you wish to stay during this period, and you may be required to move from your Unit. If you do want to remain in residence during the December-January break you will be required to pay a pro-rata daily Accommodation Fee based on the Accommodation Fee payable during the last month of your Agreement. Your pro-rata daily Accommodation Fee will be payable upfront on or before the 1st day of December / January.
- 1.3. If the Deposit (where applicable) is not paid on date of signing of this Agreement by you, and/or if the Declaration is not properly signed and returned to the Owner or its Agent within 7 (seven) days of you signing this Agreement then the Owner MAY exercise its election to determine that this Agreement is null and void (at the election of the Owner only). Should the Owner exercise its election as aforesaid, you will be notified that the Agreement is incomplete, and that the Owner is under no obligation to honour it. However, should the Owner not exercise its election as aforesaid, this Agreement remains in effect, and you will be liable for all amounts due and payable in terms hereof.
- 1.4. If you remain in occupation of the Unit after the Termination Date, and without making appropriate arrangements with the Owner, you will be liable for the monthly Accommodation Fee and charges as was charged to you during the last month of this Agreement, PLUS 30% (thirty percent).

2. ACCOMMODATION FEE

- 2.1. The Accommodation Fee is payable in advance into the Owner's nominated bank account and as per the election made by you on the Schedule. If you want to change your election you must notify the Owner, by giving 30 (thirty) days written notice. You can only change your election once during the Agreement period. If you have not made an election, it will be deemed that you have elected to make payment of the Accommodation Fee on a monthly basis.
- 2.2. Where an election is made to make the full Accommodation Fee payment annually in advance such Accommodation Fee payment must be made within 14 (fourteen) days of the Agreement Commencement Date.
- 2.3. Where an election is made to make Accommodation Fee payments per semester, such Accommodation Fee payments must be made and received within 14 (fourteen) days of the semester commencing.
- 2.4. Where an election is made to make payments of the Accommodation Fee on a monthly basis, such monthly payments must be made in advance and received by the Owner on or before the 1st (first) day of each month.
- 2.5. Notwithstanding any bursaries or grants afforded to you, you accept that you will remain liable for payment of any Accommodation Fee, arrear Accommodation Fee, Deposit, and other charges, including penalties that may be levied against your account in terms of this Agreement, from time to time. You may be required to conclude a separate Schedule to this Agreement, indicating the amount payable by the bursars/external funder. Conclusion of such separate Schedule will not vary, amend, or cancel this Agreement and does not relieve you from your obligations under this Agreement and its Schedule. Without detracting from the aforesaid and to the extent that you receive funding or grants from a bursar/NSFAS or other third-party funder you will be required to top up the difference of the Accommodation Fee payable in terms of this Agreement and the amount(s) agreed to and/or paid by the bursar/NSFAS/third-party funder. Such top up amounts will be payable monthly in advance on or before the 1st day of each month, with the first top up amount payable on or before Commencement of this Agreement.
- 2.6. Unless exempted in writing by the Owner, a parent or legal guardian is required to co-sign this Agreement by completing the Declaration. By completing the Declaration, the parent / guardian accepts that he/she/they are jointly and severally liable with you for the due performance by you of any obligations in terms of this Agreement. The Owner is under no obligation to accept your application should your parent / guardian neglect or fail to sign the Declaration.
- 2.7. It is understood and agreed that each Lodger and their guarantor(s) shall be jointly and severally responsible for the individual Lodger's Accommodation Fee and/or any penalties levied specifically against the Lodger only. However, all occupants in a Unit and their guarantors shall be jointly and severally liable for any other charges due. Joint and several liability means that the Owner, or its lawful Agent, may elect to sue any one lodger individually and/or occupants of the rooms and/or their respective guarantors together for any breach of the terms and conditions of this Agreement.
- 2.8. Payment may be made via EFT or Debit Order, or any swipe card mechanism provided to students of tertiary institutions who receive bursary, loan, sponsorship, or related allowances. Please complete and return the Debit Order Form, should you wish to make payment via debit order.
- 2.9. All payments required in terms of this Agreement will be made without any set-off or deduction of whatsoever nature.

3. LATE PAYMENT

- 3.1. Should we not receive payment of your Accommodation Fee and other charges on or before the due date your access to the building/Unit and/or Wi-fi may be suspended and you will be required to go through the prescribed procedure for visitor access every time you want to enter or exit the building. Before you will be given student access again you will be required to make payment of the full outstanding balance plus the administrative charge as set out in the House Rules, which is required to reimburse the Owner and/or its Agent for reasonable costs incurred in managing arrear amounts due and payable to the Owner.
- 3.2. In addition to the administrative charge, any amount not paid on or before the due date will attract interest at a rate of Prime (as charged by FNB) plus 4% calculated daily and compounded monthly, from due date until the full outstanding balance and cost is paid in full.
- 3.3. Acceptance of payment of the Accommodation Fee after the due date thereof does not constitute a novation by the Owner of any of its rights in terms of this Agreement and does not impose any duty on the part of the Owner to accept any late payment.

4. DEPOSIT AND ADMINISTRATION FEE

- 4.1. You will be required to pay the Deposit (where applicable) and the Administration Fee (where applicable) as set out in the Schedule hereto on signature of this Agreement. Failure to pay the Deposit and Administration Fee will not release you from your obligations herein.
- 4.2. The Owner will invest the Deposit paid by you in an interest-bearing investment account of the Owners' choice. The Deposit and any interest accrued thereon, less any deductions in respect thereof as provided for in 4.3 below and less your proportionate share of any fees paid by Owner in respect of such interest bearing investment account will be refunded to you within 21 (twenty one) business days after you have vacated the Unit.
- 4.3. The Owner may in its sole and absolute discretion allocate all or any portion of the Deposit paid (together with accrued interest thereon) towards any amount due and payable by you, including but not limited to arrear Accommodation Fee, repairs and maintenance or for the payment of

administrative fees and penalties as provided for in this Agreement or the Rules.

- 4.4. Should the Owner allocate any portion of the Deposit before the Termination Date, then you will be required to top up the Deposit to its original value within 7 (seven) days of demand.

5. ELECTRICITY AND WATER CONSUMPTION

- 5.1. Each Unit is fitted with a pre-paid electricity meter and a water meter. The Unit will be supplied with electricity and water free of charge, subject to the Owner's Fair Usage Policy.
- 5.2. The Owner reserves the right to demand that the occupants of a Unit obtain pre-paid electricity from the Owner in the event of the consumption for the Unit, in the Owners' opinion, exceeds fair usage as per the Owner's Fair Usage Policy. It will be incumbent upon the occupants of the Unit to determine the amount and manner of contribution to the top up electricity / water.

6. ACCESS TO WI-FI

- 6.1. The Unit is equipped with free Wi-fi, subject to the Owner's Fair Usage Policy (as detailed in the House Rules). You will be allocated a Wi-fi passcode which will be unique to you. You may not share your passcode. Any sharing of the unique passcode will be a breach of this Agreement. You may not tamper with the Wi-fi router in the Unit. Report any faults immediately to the Owner or its Agent. You and/or the occupants of the Unit will be held liable for any cost incurred by the Owner for the replacement / repair to the Wi-fi router caused by tampering.
- 6.2. Should you exceed the data allocation to you, you may purchase additional data from the Owner.
- 6.3. You will at all times adhere to the Data Policy of the Owner. You may not use data for any illegal purposes or for downloading any extreme political or pornographic content whatsoever. The Owner reserves the right to immediately suspend your passcode in the event of a breach of its Data Policy.

7. USE OF THE UNIT AND VISITORS

- 7.1. The Owner will use reasonable endeavours to ensure that you are allocated the Unit type selected by you but cannot guarantee that you will be given the exact Unit type. If you are not happy with the Unit type given to you, you must advise the Owner or its Agent within 3 (three) days of Agreement Commencement Date.
- 7.2. If you share a Unit with other students, the Owner will use reasonable endeavours to ensure that you are placed with students from the educational group selected or where an application is made to be placed with specific students that you are placed as such. The Owner can however not guarantee that you will be placed with students from a specific educational group or with friends. If there are specific legal grounds for not be placed with a particular roommate, you have to notify the Owner within 14 (fourteen) days of Commencement Date.
- 7.3. No sharing of Units between male and female students will be allowed.
- 7.4. Roommates are encouraged to immediately set up rules that will govern their shared occupancy – i.e., for example a cleaning roster, when visitors are allowed inside a Unit, study times, food preparation etcetera – this will eliminate disputes and make it easier for all to share their living space. Ask Senior Students to mediate on any disputes you may have with your roommate.
- 7.5. The Unit will be used for student lodging and educational purposes only.
- 7.6. If you wish to bring a visitor to the Unit, the visitor must obtain clearance from the Management Office. No clearance can be issued after 22:00 and before 07:00.
- 7.7. Any sleep overs must be pre-arranged 24 hours before the sleep over (unless demonstrated emergency). A maximum of 1 (one) visitor is allowed to sleep over in a Unit at any given time. You must complete the sleep over form and obtain your roommates written consent to such sleep over. Please endeavour to keep roommates in consideration especially during examination periods. You will be allocated a maximum of 15 (fifteen) sleepovers per any academic year. Your allocation of sleepovers per academic year is not transferable.
- 7.8. You may not allow any visitor to "tailgate" you into the Building – this is a serious security risk, and your access will be revoked immediately.
- 7.9. You will abide by all the House Rules. The House Rules will be enforced by Senior Students selected by the Owner. Should you fail to abide by the House Rules and, depending on the seriousness of the transgression, you may either be given a written warning or a penalty payable immediately or your access may be suspended. You may appeal the outcome by directing your appeal to the Managing Agent within 3 (three) business days of receiving the outcome. The decision of the Managing Agent will be final and binding.
- 7.10. You agree that all belongings are kept at your sole risk. Keep your personal belongings locked up at all relevant times. The Owner and/or its agents and employees does not accept any liability of whatsoever nature for any theft, loss of or damage to your personal belongings, including but not limited to computers, laptops, cellular phones etcetera. We strongly recommend that you insure all your personal belongings, specifically but not limited to belongings of a high value.
- 7.11. Any personal belongings in the Unit after expiry or earlier termination of the Agreement will be discarded by the Owner. You acknowledge and agree that you or any other third party who may claim ownership of such personal belongings will not have any claim of whatsoever nature against the Owner for any loss or damage. You hereby indemnify and hold the Owner and its Agent harmless against any claim of whatsoever nature, pursuant to the Owner exercising its rights in terms of this clause.

8. CONDITION OF THE PREMISES

- 8.1. The Owner will each year between December and January effect repairs and maintenance to the Units and appurtenances therein.
- 8.2. You are required to inspect your Unit and to provide the Owner with a written list of defects within 7 (seven) days of occupation. Should you fail to provide the Owner with a written list, it will be deemed that the Unit and all appurtenances are in good and working order.
- 8.3. You will return the Unit to the Owner in the same condition as it was received by you and your roommates. You will be liable for the cost of any damage or repairs to the Unit upon vacating the Unit. Where the Unit is shared between you and your roommates the Owner will hold you and each of your roommates liable for any damage to the Unit (save for the bedroom areas where each occupant will be liable solely for damage to the bedroom used by him/her). It is incumbent upon you and your roommates to resolve any disputed costs as among yourselves. The Owner / its Agent will not involve themselves in such dispute.
- 8.4. You may not remove any of the furniture / appurtenances installed by the Owner at any time.
- 8.5. You must return all internal keys supplied by the Owner on termination of this Agreement. You are required to obtain your own locks to the Unit and the lockable storage cupboards.

9. DAMAGE TO THE UNIT AND INTERRUPTION IN SERVICES

- 9.1. If the Unit is damaged by no fault of your own, your roommates or any visitors to your Unit, which damage results in the Unit being untenable (in the opinion of the Owner), then this Agreement will terminate. If the Unit is damaged as aforesaid but not to such an extent that you cannot continue to live in the Unit, then this Agreement will not terminate, and the Owner will repair the Unit as quickly as possible and/or the Owner may relocate you to a different Unit. You will remain liable for Accommodation Fee as long as you occupy a Unit.
- 9.2. You will not have any claim against the Owner or its agent of whatsoever nature, whether for remission of the Accommodation Fee, inconvenience, financial loss or otherwise by reason of the interruption of any services (including but not limited to electricity, water, Wi-fi) or by reason of any damage, repairs, maintenance, renovation or building activities.

10. FURNITURE AND APPLIANCES PROVIDED

- 10.1. Furniture, appliances, and other appurtenances provided may not be new but will, on commencement of the Agreement, be in a good and working condition. You accept the furniture, appliances, and appurtenances in the condition as is. All broken furniture, appliances and appurtenances must be reported to the Owner within 24 (twenty-four) hours. Should you wish to bring your own furniture and/or appliances you have to advise the Owner in writing prior to the commencement of the Agreement. You will provide the Owner or its agent with a full list together with photos of all personal furniture and/or appliances brought in by you into your Unit. You are not allowed to bring own heaters in the Unit as this poses a fire risk.
- 10.2. The Owner does not provide bedding, cutlery / crockery, kettle, iron board or iron, cleaning materials or detergents and you must provide your own.
- 10.3. Where the Owner provides window blinds / screen / curtains you may not remove same on expiry or termination of the Agreement. You will be liable for the cost of repairs or replacement of blinds or screens that is damaged or removed.
- 10.4. No screens/ blinds / curtaining may be nailed or screwed to the window frame.

11. LAUNDRY ROOM

- 11.1. The Building is equipped with a laundry room. Please use the washing room and washing lines made available to hang wet washing. No washing may be hung over the balconies / windows.
- 11.2. The Owner/its Agent does not accept any liability for lost money (where washing machines operate on a coin basis) or damaged washing. The Owner does not accept liability if clothes are stolen / removed from the washing lines provided.

12. PARKING

- 12.1. Where parking bays are available, parking will be accommodated on a first come basis only. Any vehicles parked in areas other than the designated parking areas or vehicles parked without the necessary permits displayed as directed will be clamped. You will be liable to pay the required fee as set out in the Rules before the clamps will be removed. The Owner/its Agent will not be liable for any damage or financial loss you may suffer due to your wheels being clamped.
- 12.2. You accept that you and your visitors use the parking bays at your own risk. The Owner/its Agent is not responsible for any loss or damage to your vehicle or any other vehicle on the property.

13. LODGER'S RESPONSIBILITY

- 13.1. You will keep the Unit in a clean and hygienic condition.
- 13.2. You will not allow the accumulation of refuse and in particular food stuff and will wash dishes daily. You must dispose of garbage in the manner and at the times directed by the Owner/its Agent.
- 13.3. You will not use any material other than toilet paper in the toilet. No feminine hygiene products may be rinsed down the toilet and must be discarded appropriately. You must advise the Owner/its Agent immediately of any blockage in the drains. If found that you/your roommates used any materials other than toilet paper in the toilet you will be liable for the cost of unblocking the drain.
- 13.4. Please keep your roommates in mind and clean the shower / bathroom after use. You must not allow any mould build up in the bathroom and must ensure that the bathroom is ventilated during and after use. Report any mould build up immediately to the Owner/its Agent.
- 13.5. You are not allowed to drive any nails or screws into the walls.
- 13.6. You will abide by all House Rules and Regulations – failure to do so will be a material breach of this Agreement which will entitle Owner to the remedies provided herein.

14. OWNER'S RESPONSIBILITY

- 14.1. The Owner will clean, maintain, and repair the structure of the building and common areas.
- 14.2. You hereby authorise the Owner and its agents, employees, and workmen at reasonable hours to inspect and/or repair the Unit (excluding the bedroom which must remain locked at all times unless you are in the room). Where the kitchen, bathroom or common area of the Unit is not clean or hygienic the Owner may, at its sole election, instruct its cleaners to clean the areas concerned and you and your roommates will then be liable, proportionate for a cleaning fee as determined by the Owner, which cleaning fee will be charged to your next months' invoice and will be payable together with the Accommodation Fee for such month.
- 14.3. The Owner will take reasonable measures to ensure that the Property and Units are reasonably free of pests and rodents.

15. RULES AND REGULATIONS

- 15.1. You and your visitors will at all relevant times comply with the House Rules imposed by the Owner.
- 15.2. The Owner may assign Senior Students to enforce the House Rules and mediate on disputes. You are entitled to appeal the decision of the Senior Students by addressing such appeal to the Owner /its Agent, in writing within 3 (three) days after the ruling. All penalties, fees etcetera will be billed to your next months' invoice. Under no circumstances will a penalty or fee be payable in cash to an of the Owners / Agents' employees or student representatives and if any student representative or employee ask that you pay them a cash fee you MUST report same to the Owner / its Agent.
- 15.3. You will be liable for damages caused by your visitor including any penalty, fee or claim that the Owner may have in the event of any damage caused by your visitor or any breach by your visitor of the House Rules.

16. SUBLEASING

- 16.1. You will not be allowed to sub-let your Unit or assign this Agreement without the prior written consent of the Owner. Should you wish to sublet your Deposit will be retained to cover the cost of the sub-Agreement or assignment. We may insist on an Administration Fee, (additional) Deposit and Accommodation Fees being paid before approving the sub-let Agreement or assignment. The Owner reserves the right to approve or disapprove your replacement; to set the standards for approval; or to find a replacement for you. Any additional cleaning or damage /repair cost after your subtenant or assignee vacate the Unit will be for your account and will be payable within 10 (ten) days of invoice. You understand that you remain liable for the Accommodation Fee until Termination Date, unless and until your replacement (sub-tenant) has covered this obligation in full.
- 16.2. The Owner may transfer this Agreement without your approval.

17. EARLY TERMINATION BY YOU

- 17.1. You are entitled, in terms of the Consumer Protection Act, 68 of 2008 to terminate this Agreement by giving the Owner at least 20 (twenty) business days written notice. Should you elect to terminate this Agreement before the expiry date you will however be liable for a reasonable cancellation penalty. You agree that the reasonable cancellation penalty will be 1 (one) month's Accommodation Fee.

18. RELOCATION

Should the Owner require to fill up units by relocating students from one unit to another unit in the building, or to improve the space efficiency of the building by creating additional empty units, or for any other reason whatsoever, then the Owner shall be entitled, at any time during the course of this Agreement, to relocate you from one unit to another unit within the building (the "Relocated Unit"), by giving not less than 10 (ten) days prior written notice to such effect. In the event of such relocation:

- 18.1. the said notice shall contain a description of the Relocated Unit specifying the unit number and specific location;
- 18.2. the remaining terms and conditions of this Agreement shall remain unchanged and shall continue to be of full force and effect for the remainder of the Agreement period;
- 18.3. the Owner shall use its best endeavours to affect such relocation in a manner so as to not inconvenience you unreasonably;
- 18.4. the Owner shall assist you in relocating your belongings to the Relocated Unit if requested by you.

19. BREACH

- 19.1. In addition to any other remedy available to the Owner, if you fail or neglect to make payment on due date for any Accommodation Fee and/or charges, your student access will be suspended immediately, and you will be required to follow the procedure for visitor's access until such time that the full balance plus costs are paid. You will not be allowed any additional visitor access during such period.
- 19.2. In terms of the Consumer Protection Act, 68 of 2008 you are entitled to 20 (twenty) business days' notice should the Owner wish to terminate your Agreement due to non-payment or any other material breach. Should the Owner have issued you 2 (two) or more notices during the Agreement period for a material breach of the Agreement the Owner shall, at its election, be entitled to terminate the Agreement immediately and without further notice and/or to institute legal proceedings against you and/or your guarantor for collection of arrear Accommodation Fees and charges, damages, interest and legal cost on an attorney and own client scale. Such termination shall be without prejudice to any of the Owner's rights including but not limited to its right to claim damages in lieu of the balance of the Agreement period.
- 19.3. If, during the Agreement period you are absent for a period of 30 (thirty) days or more (excluding academic recess periods) without giving the Owner written notice of such absenteeism you will be deemed to have absconded, and your access will be revoked, and your personal belongings will be discarded. You will have no claim of whatsoever nature against the Owner pursuant to such action taken.
- 19.4. It being noted that the lodging provided in this Agreement is a temporary lodging for purposes of student accommodation and that the provisions of the Prevention of Illegal Eviction Act, 19 of 1998 does not apply to this Agreement and accordingly that it shall not be required for the Owner to obtain an eviction order to remove you from your Unit upon cancellation or termination of this Agreement.
- 19.5. You agree to the jurisdiction of the Magistrate's court in respect of any action or matter which may arise from this Agreement or the cancellation hereof. Notwithstanding the aforesaid the Owner shall be entitled, in its sole discretion, to institute legal proceedings in the High Court.
- 19.6. If you dispute any purported cancellation of this Agreement and remain in occupation of the Unit, you will continue to comply with the provisions of this Agreement and to make all payments due in terms of this Agreement. If such dispute is determined in favour of the Owner, any amount so paid by you shall be retained by the Owner as compensation for your use and occupation of the Unit during the relevant period.

20. CREDIT BUREAUX

You and your Guarantor (as per the Declaration) hereby consent to and authorise the Owner and/or its Agent to:

- 20.1. contact, request and obtain information from and share information with any credit provider (or potential credit provider) or any registered credit bureau for purposes including but not limited to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Lodger /Guarantor; and
- 20.2. furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Lodger/ Guarantor to any registered credit bureau or to any credit provider.

21. GENERAL

- 21.1. All notices to be sent to you and your Guarantor may be delivered by hand and will be sent via email. You will be deemed to have received the notices on the day that the notice was emailed or delivered by hand, whichever is the earliest. If you are not present when the notice is delivered, same will be left at your Unit. You choose the Unit as your address for purpose of delivery of all legal notices. If you have vacated the Unit or if you want notices to be sent to another address it is your responsibility to notify the Owner of such address, which may not be a postal address, in writing.
- 21.2. You agree to either hand deliver all written notices or to send written notice, by email to the Owner's address as indicated on the Schedule.
- 21.3. All addenda and attachments to this Agreement shall be considered to be part of this Agreement and be deemed to be specifically incorporated herein.
- 21.4. You will be responsible for payment of the Administration Fee, which Administration Fee is payable on signature hereof.
- 21.5. This Agreement contains the full contract between the parties and replaces all previous agreements. No amendment to or consensual cancellation of this Agreement or of this clause shall be valid unless reduced to writing and signed by the parties.
- 21.6. You acknowledge that the Owner is represented by Eris Property Group (Pty) Ltd in all aspects in relation to this Agreement and the Property.
- 21.7. No latitude, extension of time or other indulgence granted to you by the Owner, will prejudice any right of the Owner, or form the basis of any waiver, estoppel, or novation of any obligation under this Agreement.
- 21.8. By signing this Agreement, you warrant that you have the legal capacity to enter into this Agreement.
- 21.9. Each clause contained in this Agreement is severable from the other clauses. Where a clause is found to be invalid for whatever reason, the remaining clauses will remain valid and enforceable.
- 21.10. This Agreement may be signed in counterparts and may be signed electronically. You agree that an Agreement signed electronically will be valid and enforceable and will be deemed, in the absence of a signature date, to have been signed on the date of sending the Agreement, electronically to the Owner. You furthermore agree that, in the event of a dispute pertaining to where the Agreement was signed, that it will be deemed that the Agreement was signed at the address of the Building.
- 21.11. You record that all verbal and written warranties and representations made to you, whether expressed or implied are correctly recorded herein and you are not concluding this Agreement relying on any warranty or representation not included herein.