

## **ACCOMMODATION LEASE AGREEMENT**

### **1. THE PARTIES**

**1.1. Midrand 7/47 CC t/a Gallagher Student Accommodation.**

**42 Richards Drive, Halfway House, Midrand, 1685**

**("the Landlord")**

**1.2. \_\_\_\_\_**

**("the Sponsor" and/ or "the Guardian")**

**1.3. \_\_\_\_\_**

**("the Student" and/or Tenant")(Details & Copy of ID)**

### **2. PREMISES**

**The Sponsor and/or Guardian and/or Student and/or Tenant ("the Tenant") leases from the Landlord the Shared Accommodation described as Bed Number and subject to the Terms and Conditions of this Lease Agreement ("the Agreement").**

### **3. Rental and Deposit**

**3.1. The Tenant shall upon signing this Agreement pay to the Landlord an Admin fee of R....., and a Deposit of R....., equal to 50% of one month's rental. In addition to the Deposit and upon signature of this Agreement the Tenant shall pay Rental for the Shared Accommodation ("the Leased Premises") in the sum of R ..... per month and which excludes the supply**

of any food other such nourishments of whatever nature including transport services for such Tenant.

- 3.2. In the event that the Tenant requires transportation from the Premises of the Landlord, such costs shall be arranged in advance with the Landlord at an additional fee of R ..... Such transport costs may vary from month to month depending on the fluctuation of fuel costs and the like associated with such transport costs and shall exclude weekend excursions and shuttles for and on behalf of the Tenant and which shall be the responsibility of the Tenant.
- 3.3. The transportation costs aforementioned, shall be paid monthly in advance without any deduction or set-off and by no later than the 3<sup>rd</sup> day of each and every month free of bank and/or any other charges simultaneously with the monthly rental.
- 3.4. All payments payable by the Tenant to the Landlord in terms of this Agreement shall be paid free of any deductions and set-off and paid to the Landlord or its nominated bank account, all cash deposits and international charges will be for the tenant's account.
- 3.5. The Deposit or the balance thereof shall be refunded to the Tenant, as the case may be: -
  - 3.5.1. Within 30 days after the departure of the Tenant from the Leased Premises, and signing of exit forms.
  - 3.5.2. After the Tenant's obligations to the Landlord in Terms of this Agreement has been fully discharged;
  - 3.5.3. Free of interest;
  - 3.5.4. Payment towards any breakages for which the Tenant shall be responsible, inter alia, maintenance towards the Leased Premises, ceilings, wall, floor and floor coverings, any TV or other electrical installations, doors and windows, fixtures, fittings and furnishings including damage to any common areas for which the Tenant is responsible.
- 3.6. In the event that the Landlord uses the whole or any part of the Deposit as stipulated herein towards any payment as contemplated herein during the Tenant's tenure at the Leased Premises, the Tenant shall replace such Deposit to its original amount immediately and upon demand by the Landlord.
- 3.7. In the event that the Tenant effects payment as a deposit and fails to take occupation of the Premises for any reason whatsoever, the Tenant shall, at the discretion of the Landlord, forfeit such deposit and shall further have no right of recourse against the Landlord.
- 3.8. Any Tenant, who is not a national or is not a resident in the Republic of South Africa, shall pay a deposit equal to two months rental.
- 3.9. The Landlord shall not be obliged to effect any refunds to any Tenants in circumstances where the Tenant is unable to remain on the Premises for the full duration of the Lease Term whether such circumstance is of the volition of the Tenant or not.

- 3.10. Should a student leave the accommodation earlier than the signed contract period due to any unforeseen circumstance, a 25% (25 percent) waiver will apply on the month/s or parts of the months that the tenant/responsible party agreed to complete.

#### 4. DURATION

The Agreement shall be valid for a period of ..... months, only commencing on the ..... day of .....and terminating on the ..... . No alteration and/or variation to the Duration of the Agreement shall be valid unless agreed to by the Parties and reduced to writing and signed by the Parties accordingly.

#### 5. SUB-LET

- 5.1. The Tenant/student shall not cede or assign under any circumstances any of its rights under this Agreement nor allow anyone else to occupy the Leased Premises or any part thereof on any condition whatsoever or for any reason whatsoever without the Landlord's prior written consent.
- 5.2. The Tenant/student shall not be permitted to sublet the Leased Premises or any portion thereof under any circumstances without the Landlord's prior written consent and which consent shall be in writing.

#### 6. STUDENT'S OBLIGATIONS

- 6.1. The Tenant/student shall strictly adhere to the House and Occupation Rules ("the House Rules") as contained herein and amended from time to time and any infringement or breach of such House Rules shall be regarded as a breach of the Agreement. The Tenant shall for purposes of certainty and clarity sign an acknowledgement of the House Rules as revised or amended from time to time and in the Landlord's discretion.
- 6.2. The Tenant/student shall maintain the Leased Premises in a clean, fit, proper and orderly condition without exception and shall maintain the Leased Premises in the same condition in which it was found, fair wear and tear expected
- 6.3. In the event that the Tenant/student is initially in a temporary apartment for whatever reason, the Tenant/student hereby provides consent to the Landlord and/or its employees to move the possessions and property of the Tenant/student to a permanent apartment in its discretion and the Tenant shall have no claim against the Landlord and/or its employees for any damage and/or loss of any of the possessions and property of the Tenant/student or that of a third party.
- 6.4. In the event that the Tenant commits to the transport and/or shuttle as contemplated herein by the Parties, and thereafter of its volition elects not to utilize such service for any reason, the Landlord shall not be held liable for such decision and the Tenant does so at her/his own risk. Neither shall the Tenant/student be entitled to any refund for any transport costs in such circumstances.

## **7. BREACH**

### **7.1. In the event that the Tenant/student: -**

- 7.1.1. fails to pay any amount due by it in terms of this Agreement to the Landlord on due date; or**
- 7.1.2. commits any breach of any term of this Agreement and/or House Rules, whether such breach goes to the root of this Agreement or not, and fails to remedy such breach within a period of 3 days after giving of written notice to that effect by the Landlord to do so; or**
- 7.1.3. breaches any of the terms of this Agreement and/or House Rules and thereafter again repeats such breach in respect to any term of this Agreement within a period of 10 months after the earlier breach aforesaid;**

**The Landlord may be entitled, without prejudice to any other rights which it may have under this Agreement or in law: -**

- (a) to cancel this Agreement by written notice thereof to the Tenant/student and claim immediate eviction of the Tenant/student and repossession of the Leased Premises; or**
- (b) treat the Tenants/student's tenancy thereafter as a monthly tenancy terminable by the Landlord on 1 (one) month prior written notice thereof to the Tenant/student on condition that any damages suffered by the Landlord as a consequence of the Tenant's conduct be paid to the Landlord immediately upon demand.**

**7.2. In the event that the Tenant/student is found in possession of any unlawful or illegal substances or narcotics and/or any other substances as prohibited in this Agreement or the House Rules and/or by law including the use of marijuana, the Landlord shall have the immediate right to cancel the Agreement and evict the Tenant from the Leased Premises. This sanction and right shall also apply in the event that the Tenant/student commits any criminal offence of whatever nature and the Landlord shall further have the right to report such conduct to the Guardian and/or the South African Police Services. The Landlord's right as contained herein shall in addition apply to the carrying of any weapons of any kind such as, but not necessarily limited to, firearms, knives, batons or any other such instruments that may be used as a weapon and/or cause harm to any other person and/or damage to the Leased Premises. Such prohibition shall include visitors to any Tenant/student of which the Tenant/student accepts full responsibility.**

**7.3. In the event that the Landlord instructing its attorneys to take legal measures for the enforcement of any of the Landlords rights under this Agreement, the Guardian and/or Tenant/Student**

**7.4. shall pay the Landlord's legal costs charged by such attorney to the Landlord on demand on the attorney and own client scale.**

## **8. CONDITION OF THE PREMISES**

**8.1.** The Tenant/student shall notify the Landlord in writing within 3 days after the commencement of the Agreement of any defects in the Leased Premises. If it has not notified the Landlord as aforesaid, it shall be deemed to have acknowledged that the Leased Premises were received in good order and condition and the Tenant shall have no claim against the Landlord for any defect which may subsequently be found therein.

**8.2.** The Tenant shall not: -

- 8.2.1.** Change or interfere with the electrical or other lighting and heating installations on the Leased Premises or common areas or any air-conditioning equipment or appliance's therein and shall further ensure that the electrical supply is not overloaded at any time during the currency of the Agreement;
- 8.2.2.** Cause or permit any nuisance to emanate from the Leased Premises or cause or permit any disturbance to the other Tenants/students in the surrounding building or occupiers or from any of the common areas;
- 8.2.3.** Have any claim or right of action against the Landlord for abatement or refund of rental damages, loss or otherwise by reason of any interruption in the supply of water, electricity, heating, gas or other services or amenity to the Leased Premises and/or any common area;
- 8.2.4.** Store or leave or permit the storage of any goods, furniture, cartons, boxes or equipment outside the Leased Premises or any common area;
- 8.2.5.** Make any alterations, additions or improvements to the interior or exterior of the Leased Premises, whether structural or otherwise, and/or drive any nails, screws or affix such matter on any part of the walls and ceilings of the Leased Premises.

## **9. LAUNDRY, STORAGE AND STUDENT RESPONSIBILITY**

The Tenant/student shall abide by the House Rules as varied from time to time with regard to the common areas, laundry, gym, and kitchen shall at all times maintain such areas in a clean, tidy and hygienic condition without exception and shall not practice living standards, habits and any other such rituals in a manner and design that will infringe upon the rights of other Tenants/students and contra to good and clean-living standards expected from the Tenant and other tenants generally. House Rules emailed to the Tenant/student shall be regarded as if specifically received by such occupier.

## **10. ROOM-MATE**

The Tenant/student acknowledges and accepts that the Leased Premises may be shared with a co-tenant. In the event that the Tenant/student finds such co-tenant to be incompatible due to any serious reason, the Landlord may take steps to rectify such situation to the satisfaction of all concerned. The Landlord can however not guarantee such compatibility with any co-tenant.

## **11. DESTRUCTION TO LEASED PREMISES**

- 11.1.** Should the Leased Premises be destroyed or damaged to an extent which prevents the Tenant/student from having beneficial occupation of the Leased Premises, then the Tenant shall have no claim for damage of any nature whatsoever against the Landlord as a result thereof, no matter how much destruction or damage may have been caused. The Landlord shall be entitled within 15 days after such destruction or damage, to determine whether or not this Agreement shall be cancelled and shall notify the Tenant/student of its intention within such period. Should the Landlord not notify the Tenant/student of its destruction in writing within such period, then the Landlord shall be deemed to have elected to cancel this Agreement. In the event of any cancellation of the Agreement as contemplated herein, the Tenant/student shall be obliged to vacate the Leased Premises within 7 days of such cancellation.
- 11.2.** Should the Landlord elect or be deemed to have elected to cancel this Agreement, then the Tenant/student shall have no claim for damages or any other claims of any nature whatsoever against the Landlord as a result of such cancellation but shall not be liable for the payment of any rent from the date of destruction or damage to the Leased Premises.
- 11.3.** Should the Landlord elect not to cancel this Agreement, then: -
- 11.3.1.** The Landlord shall reinstate, at its cost, the Leased Premises as expeditiously as reasonably possible in the circumstances.
  - 11.3.2.** The Tenant/student shall not be responsible for the payment of any rent for so long as it is deprived of beneficial occupation of the Leased Premises.
  - 11.3.3.** Should the Tenant/student be given beneficial occupation from time to time of any part of the Leased Premises, then the provisions of this Agreement shall apply to such occupation and the Tenant/student shall make payment of rent thereof on a pro rata basis.
  - 11.3.4.** The period of this Agreement shall however not be extended by the period during which the Tenant/student is deprived of beneficial occupation of the whole of the Leased Premises unless otherwise agreed to by the Parties.
- 11.4.** Should any part, but not the whole of the Leased Premises be destroyed or damaged by any cause whatsoever, then: -
- 11.4.1.** This Agreement shall be cancelled, and become nil and void
  - 11.4.2.** The rent payable by the Tenant/student shall be reduced pro rata and to the extent to which the Tenant is deprived of the beneficial occupation of that part of the Leased Premises.;
  - 11.4.3.** The Landlord shall repair at its costs the damaged or destroyed portion of the Leased Premises as quickly as is reasonably possible in the circumstances.

**11.4.4. The Tenant/student shall have no claim of any nature whatsoever against the Landlord as a result of the said destruction or damage, no matter how caused.**

**11.5. If any dispute shall arise between the Parties in regard to the operation or application of the provisions of clause 11, such dispute shall be determined by an independent expert appointed by the Landlord, acting as an expert and not as an arbitrator, and the decision of such expert shall be final and binding on the Parties.**

**11.6. If the total or partial destruction of the Leased Premises is caused by any wilful or negligent act or omission of the Tenant or any other person for whose acts or omissions the Tenant/student is vicariously liable at law, the Tenant/student shall be liable to the Landlord for all damages suffered by the Landlord as a result of and in connection with the total or partial destruction.**

## **12. TERMINATION**

**On termination of the Agreement for whatever reason, the Tenant shall ensure that the Leased Premises is vacated in the same condition as it was initially let, fair wear and tear expected. On termination of this Agreement the Tenant/student shall remove all belongings and return the keys to the Landlord. The Tenant/student shall have no claim against the Landlord and/or any of its employees for items that may have been left behind.**

## **13. LIABILITY**

**13.1. The Tenant/student shall not have any right, remedy or claim of any nature whatsoever against the Landlord and its employees for any loss, theft, damage, whether general, special or consequential, expenses and/or damages, injury and/or death which may be suffered by the Tenant/student or its invitees, directly or indirectly, irrespective of whether or not such loss, theft, damage, injury, or death shall have been caused through or as a result of the negligence of the Landlord and/or its employees or any person for whose acts or omissions the Landlord is vicariously liable in law and howsoever arising. Without derogating from the generality of the foregoing, the Landlord shall have no liability to the Tenant in respect to any loss, damage, theft, expense, injury or death which may be suffered by the Tenant/student or any of its invitees by reason of any latent or patent defect in the Leased Premises and any common area or in any building or in the property or from any fire in the Leased Premises or any theft from the Leased Premises or by reason of the Leased Premises or any part thereof being or falling into defective condition or state of disrepair or as a result of any particular repair not being effected by the Landlord either timeously or at all or arising out of vis major or caucus fortuitous or arising out of any act or omission of any Tenant/student in the surrounding building or from generally other tenants.**

**13.2. The Tenant/student hereby indemnifies the Landlord and each of the Landlords representatives against any claim of whatsoever nature which may be made against the Landlord or any such representative by any of the Landlords servants, employees, agents, invitees, dependents or contractors arising out of any event or cause as contemplated in clause 13.1 above.**

#### **14. FORFEITURE**

**14.1. In the event that the Tenant/student breaches any of the terms of the Agreement and the Agreement is cancelled by the Landlord, then, and in such circumstances: -**

**14.1.1. any deposit or any other amount/s paid by the Tenant/student as stipulated in the Agreement shall immediately be forfeited in favour of the Landlord;**

**14.1.2. The Tenant/student shall take immediate steps to vacate the Leased Premises and within 24 hours of given notice to do so failing which the Landlord shall have the right to remove all the possession of the Tenant to a place of safety. In such circumstances the Tenant/student shall have no claim or recourse of any nature whatsoever against the Landlord or any of its employees in respect to any damage, loss and/or any destruction of any of the possessions or property of the Tenant/student or any third party.**

**14.1.3. The Landlord shall have the immediate right to re-let the premises to a prospective Tenant/student in such circumstances.**

#### **15. VISITORS**

**15.1. All the Tenants/students shall make prior arrangements with the management of the Leased Premises in respect to all visitors intending to visit any Tenant/student.**

**15.2. The cost of the visitation as contemplated herein shall be R350.00 per night, per visitor. Such amount may in the discretion of management be amended from time to time.**

**15.3. The amount aforementioned shall be paid in advance.**

**15.4. Visitation and access by the visitors shall be at the sole discretion of management and management further has the exclusive right to impose any restrictions and the like of any visitors in order to ensure no disturbances of any kind may prevail upon any of the other Tenants and the Landlords resources.**

**15.5. The Landlord may exercise at any time its rights of admission of any Tenant/student and/or visitors.**

#### **16. PREGNANCIES**

**16.1. The Tenant/student accepts the fact that the Landlord and/or any of its employees are not equipped to attend to any emergency or medical emergencies or general medical treatment more so in respect to pregnancies.**

**16.2. The Tenant/student hereby agrees that within the 7<sup>th</sup> month of such pregnancy, the Tenant/student shall vacate Leased Premises.**



**16.3. The provisions of paragraph 14.1.2 and 14.1.3 shall apply mero motu (doing something voluntarily without being told or influenced by someone else) to this paragraph.**

## **17. DOMICILIUM CITANDI ET EXECUTANDI**

**17.1. The parties choose as their domicilium citandi et executandi for all purposes under this Agreement for any process and/or notices the addresses as contained herein.**

**17.2. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if in writing and addressed to the correct physical address or email of each of the parties.**

**17.3. Either Party may by notice to the other Party change its domicilium (dwelling) address to another physical address in the Republic of South Africa provided that the change shall become effective on the seventh day after receipt of the notice by the other Party.**

**17.3.1. Any notice to a Party contained in a correctly addressed envelope and delivered by hand during ordinary business hours or directed by email, shall be deemed to have been received on the day of delivery or email.**

**17.3.2. Notwithstanding anything to the contrary herein contained, a written notice or communication actually received by a party shall be adequate written notice to it notwithstanding that it was not sent or delivered at its chosen domicilium address.**

**17.4. The Tenant chooses the Premises of the business as its domicilium citandi et executandi for all purposes in terms of this agreement.**

## **18. DIPLOMATIC IMMUNITY**

**Any Guardian and/or Student entitled to diplomatic immunity from the jurisdiction of any South African Court agrees, upon signature of the Agreement, not to avail themselves of such immunity and protection in respect to all of the terms and conditions of this agreement.**

## **19. JURISDICTION**

**Any action or application concerning or arising out of this Agreement may be brought in any Magistrates Court having jurisdiction notwithstanding the fact that the quantum in issue may exceed the jurisdiction of such court.**

## 20. GENERAL PROVISIONS

- 20.1. This Agreement incorporates the entire agreement between the Parties and no alterations, cancellation or variation hereof shall be of any force or effect unless it is in writing and signed by all the Parties to the Agreement who hereby agree that no representations or warranties have been made by either of them.
- 20.2. No relaxation or indulgence which the Landlord may show to the Tenant shall in any way prejudice the Landlord's right. In particular no acceptance by the Landlord of rent after due date, or any other act or omission by the Landlord shall preclude it from exercising any rights enjoyed hereunder.
- 20.3. Should anyone or more of the provisions of this Agreement be invalid or unenforceable then the remaining provisions shall remain full force and effect.
- 20.4. The Tenant/student shall not do or omit to do anything or keep in or on the Leased Premises anything or allow anything to be done or kept in or on the Leased Premises which in terms of any fire or other insurance policy held from time to time by the Landlord in respect of the Leased Premises, common areas and any surrounding buildings and areas may not be done or kept therein which may render any such policy void or voidable and the Tenant shall comply in all respects with the terms of any such policy.

THUS DONE AND SIGNED AT MIDRAND ON.....THIS THE DAY OF.....20.....

STUDENT/TENANT: \_\_\_\_\_

AS WITNESSES: \_\_\_\_\_

THUS DONE AND SIGNED AT MIDRAND ON.....THIS THE DAY OF.....20.....

PARENT/GUARDIAN OR SPONSOR: \_\_\_\_\_

AS WITNESSES: \_\_\_\_\_

ID NUMBER..... (copies to be supplied)

E-Mail address.....

Postal address.....

.....

.....

Telephone number.....

Postal Code.....

Cell Phone number number.....

**GENERAL MANAGER**

## **Annexure A**

To all responsible parties for tenants at Gallagher Students Accommodation

### **Cash Payments In Lieu Of Rentals into Our Account**

Please note that any bank fees associated with cash deposits will be charged to your account.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Annexure B**

### **Eviction Due to Non-Payment**

In the event of an eviction due to non-payment, you will be requested to vacate the premises with immediate effect and your personal belongings will be retained until your account is settled in full. If not settled within 3 months, your personal belongings of whatever nature will be disposed of.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Annexure C**

### **Late Payment Penalty**

Please note that all rental payments, must reach us by the 3<sup>rd</sup> of every month. Any payments made after the 3<sup>rd</sup> a 10% penalty will be imposed.

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## **Annexure D**

### **Notice Period**

Tenants/responsible parties are required to give a 60 days' notice period.

Should they decide to leave earlier the accommodation. No exceptions will be made and the tenant or/and the responsible party will be held liable to pay for the period even if the occupant leaves the accommodation within the given notice period.

In this case, paragraph 3.10 will be taken into account:

3.10. Should a student leave the accommodation earlier than the signed contract period due to any unforeseen circumstances, a 25% (25 percent) waiver will apply on the months that the tenant/responsible party agreed to initially.

Full Name: \_\_\_\_\_ Signature

\_\_\_\_\_ Date: \_\_\_\_\_