

LEASE and SERVICES AGREEMENT – BURGERS PARK STUDENT HOTEL



Student Nr:

LESSOR DETAILS	LESSEE DETAILS
NAME: HISTORY PARK (PTY) LTD T/A BURGERS PARK STUDENT HOTEL	NAME & SURNAME OF LESSEE:
REGISTRATION NO: 2023/593819/07	IDENTITY NO. OF LESSEE:
PHYSICAL ADDRESS: 424 LILIAN NGOYI STREET, PRETORIA CENTRAL, PRETORIA, , 0002 GAUTENG	PHYSICAL ADDRESS:
EMAIL: booknow@studenthotel.co.za	LESSEE EMAIL:
TELEPHONE/ CELL NO.: 068 921 0472	TELEPHONE/CELL NO.:
LEASE DETAILS	NEXT OF KIN / GUARDIAN DETAILS (IF LESSEE IS A MINOR)
ADDRESS AND DESCRIPTION OF LEASED PREMISES (PROPERTY/BUILDING/UNIT): BURGERS PARK STUDENT HOTEL 424 LILIAN NGOYI STREET, PRETORIA CENTRAL PRETORIA, , 0002 GAUTENG UNIT NR: _____	NAME:
	CONTACT NUMBER:
	RELATIONSHIP TO LESSEE:
LEASE PERIOD: 10 MONTHS START AND TERMINATION DATES OF LEASE: 01 FEBRUARY 2025 – 30 NOVEMBER 2025	
RENTAL AMOUNT: MONTHLY RENT: EQUAL TO THE NSFAS RATE	

THE RENTAL AMOUNT INCLUDES:

1. Free WiFi as per the specifications of the Accommodation Norms and Standards
2. 6 Washing Cycles and 6 Drying Cycles – additional cycles may be purchased at the Reservations office.
3. Electricity and Water is included but limited to the agreed usage. Overuse & abuse will be monitored and students will be charged for overuse.
4. 24-Hour Security
5. The full Res Life Programme and access to the Res Life Manager.

LESSOR : _____	LESSEE : _____
Witness 1 : _____	Witness 1 : _____
Witness 2 : _____	Witness 2 : _____

1. DEFINITIONS

In this lease, except in a context indicating that some other meaning is intended –

- 1.1 “Building” means the building recorded on the cover page of this agreement, being BURGERS PARK STUDENT HOTEL (HISTORY PARK (PTY) LTD – REG NR: 2023/593819/07) situated at **424 LILIAN NGOYI STREET, PRETORIA CENTRAL, GAUTENG, 0002**
- 1.2 “Day” means any day of the week, excluding weekends and public holidays.
- 1.3 “Guardian” means the guardian of the Lessee (if the Lessee is a minor) who enters into this agreement on behalf of the Lessee.
- 1.4 “Institution for Higher Learning” means any institution that provides higher education on a full-time, part-time, or distance basis and is registered under the Higher Education Act (101 of 1997) as a public or private higher education institution.”
- 1.5 “Lease Period” means the lease period recorded on the cover page of this agreement.
- 1.6 “Lease Start Date” means the start date recorded on the cover page of this agreement.
- 1.7 “Lessee” means the NSFAS Funded Student, other bursary funded Student or Private funded Student and Lessee recorded on the cover page of this agreement.
- 1.8 “Lessor” means the Lessor recorded on the cover page of this agreement.
- 1.9 “Month” means a calendar month, and more specifically:
- 1.9.1 in reference to a number of months from a specific date, a calendar month starting on that date or the same date of any following month; and
- 1.9.2 in any other context, a month of the calendar, that is, one of the 12 months of the calendar, and “Monthly” has the corresponding meaning.
- 1.10 “National Accreditation Panel” is the NSFAS National Accreditation Panel appointed to accredit accommodation, in accordance with, amongst others, the Policy on the Minimum Norms and Standards for Student Housing at Public Universities, published in terms of the Higher Education Act 101 of 1997.
- 1.11 “NSFAS” means the National Student Financial Aid Scheme established in terms of the National Student Financial Aid Scheme Act 56 of 1999 and has the same meaning as “the Scheme”.
- 1.12 “Private Accommodation Provider” means a private accommodation provider accredited by NSFAS or Institution for Higher Learnings to provide accredited accommodation to NSFAS-funded students.
- 1.13 “Parties” means the Lessee and the Lessor.
- 1.14 “Premises” means the unit number in the Building recorded on the cover page to this agreement;

LESSOR	:	_____	LESSEE	:	_____
Witness 1	:	_____	Witness 1	:	_____
Witness 2	:	_____	Witness 2	:	_____

- 1.15 “Property” means the address on which the building is located, as recorded on the cover page to this agreement (424 LILIAN NGOYI STREET, PRETORIA CENTRAL, GAUTENG, 0002);
- 1.16 “Student Accommodation Portal” is the electronic platform established by NSFAS to facilitate the accreditation and grading of proposed accommodation, as well as the assignment of accommodation to eligible students, and the facilitation of queries concerning accredited premises. The term has the same meaning as “the Portal”;
- 1.17 “The App” means the internal or external portal used by the property to canvass, do applications and distribute information within the building to all the residents. The App is also used to provide monthly invoices, statements and payment portals.
- 1.18 “PAIA” means the Promotion of Access to Information Act 2 of 2000;
- 1.19 “POPIA” means the Protection of Personal Information Act 4 of 2013;
- 1.20 “Personal Information” has the meaning ascribed to it in section 1 of POPIA;
- 1.21 “Privacy Confirmation” By signing this lease agreement, the student/resident/occupant acknowledges and consents to the collection, processing, and storage of their personal information by Burgers Park Student Hotel and its affiliates working on the sole intention of approval of the information to provide a occupation and service agreement to the data subject. This information will be handled in accordance with applicable privacy laws and used solely for purposes related to the service and occupation agreement and the management of the student accommodation. The student further agrees that their personal data may be shared with third parties only where necessary for the fulfillment of contractual obligations or as required by law
- 1.22 “Res Connect” a programme to promote and enhance a community for student affairs, offering a full range of activities and support. Provided at the sole discretion of the Lessor;
- 1.23 “Res Life Manager” the onsite employee that manages the Res Connect Programme including the programmes that promote the community of the property and manages the discipline and adherence to the Res Code of Conduct;
- 1.24 “Res Connect Leaders” the team of elected resident leaders assigned to implement and execute the activities of Res Connect;
- 1.25 “Res Code of Conduct” means the code of conduct attached hereto and marked Annexure “A” which shall be signed by the Parties together with this Agreement, which may be amended from time to time;
- 1.26 “Termination Date” means the termination date recorded on the cover page of this agreement.

LESSOR	:	_____	LESSEE	:	_____
Witness 1	:	_____	Witness 1	:	_____
Witness 2	:	_____	Witness 2	:	_____

2. INTERPRETATION

- 2.1 References to notices, statements and other communications by or from the Lessor include notices by or from the Lessor's agent, representatives, management team or appointed contractors or assigned employees.
- 2.2 Expressions in the singular include the plural, and the other way round. Words and phrases indicating natural persons refer also to juristic persons, and the other way round. Pronouns of any gender include the corresponding pronouns of the other gender.
- 2.3 Any provision of this lease placing a restraint, prohibition or restriction on the Lessee must be interpreted to include the implied term that the Lessee must ensure that everybody entering the Premises also complies with that provision. Those people include the guests of the Lessee.
- 2.4 Clause headings appear in this agreement for purposes of reference only and must not influence the proper interpretation of the subject matter.
- 2.5 This Agreement shall be governed by South African Law.

3. LEASE AGREEMENT

The Lessor lets and the Lessee hires the Premises on the terms of this agreement.

4. DURATION

- 4.1 The lease will start on the **Lease Start Date** and end on the **Termination Date** recorded on the cover page of this agreement.
- 4.2 In the event of this Agreement being entered into by a Lessee other than a student funded with private funds as provided for in clause 5.3, the Lessee warrants that they have concluded a valid and current bursary agreement with NSFAS, and that they are registered with an Institution of Higher Learning. **Should the student not have a valid bursary agreement then the Lessor shall have the right (in its sole and absolute discretion) to terminate this Agreement by giving written notice to that effect whereafter the Lessee shall immediately vacate the Premises and Property.**

5. RENT AND PAYMENT

- 5.1 The rent payable is recorded on the cover page of this agreement. The nett income will be adjusted according to the NSFAS subsidy from time to time.
- 5.2 In the event that the Lessee is a NSFAS funded student, the rental amount shall be the maximum amount payable by NSFAS but not less than R5 300.00 (five thousand three hundred Rand) per month. Upon confirmation of the amount that NSFAS will pay, same will be reduced to writing in an addendum to this Agreement.
- 5.3 The rent will be paid monthly to the Lessor by NSFAS on behalf of the Lessee, in accordance with the NSFAS Terms and Conditions for Private Accommodation Providers' Participation on the Student Accommodation Portal, OR by the **Institution for Higher Learning** where the Lessee is registered as a student OR by the Lessee directly to the Lessor either due to funds being paid to the Lessee from NSFAS, **other bursar or with private funds.**

LESSOR	:	_____	LESSEE	:	_____
Witness 1	:	_____	Witness 1	:	_____
Witness 2	:	_____	Witness 2	:	_____

- 5.4 A student funded with private funds must ensure that the rent is paid on or before the 1st of each and every month and by no later than the 7th day of each month, during the term of the lease agreement.
- 5.5 The Lessor's agreement is with the Lessee/student and it is the student's responsibility to ensure that the rental is paid in accordance with clause 5.2 and 5.4 above.

6. ASSIGNMENT AND SUBLETTING

The Lessee may not:

- 6.1 cede or assign (transfer) all or any of the Lessee's rights and obligations under this agreement;
- 6.2 sublet the Premises in whole or part; or
- 6.3 give up possession of the Premises to any third party.

7. GENERAL DUTIES OF THE LESSEE

- 7.1 The Lessee must adhere to the Res Code of Conduct relating to the property;
- 7.2 Any type of tampering with the electrical or gas installation / water supply, plumbing / Wi-Fi / fire extinguisher, hose reels, hydrants and fire signage will be seen as a serious breach of the lease **agreement and the lease agreement will be cancelled with immediate effect;**
- 7.3 Should the Premises' door locking mechanism, key card, or key card system be damaged and or keys be **lost the cost of replacement of the door lock, replacement of the lock will be R5000.00 (five thousand Rand), payable by the Lessee prior to replacement thereof;**
- 7.4 The Lessee shall keep the Premises clean, tidy, and livable at all times;
- 7.5 The Lessee shall not use the Premises or allow them to be used, in whole or part, for any purpose other than that of a student accommodation in the Property;
- 7.6 The Lessee shall take all reasonable measures to protect the Premises and all its parts (including all fixtures, fittings, accessories, appliances and keys) from abuse, damage, destruction and/or theft;
- The Lessee shall not place or leave any article or items, clothing or anything in or about any passage, lift, stairway, pathway, parking garage or other common part of the Property in a manner that causes a nuisance or obstruction
- 7.8 The Lessee shall not bring anything into the Premises or the Property which is flammable or a hazardous substance like any gas container containing any form of flammable gas because of its weight or other characteristics, or that might cause damage to the Building or the Premises;
- 7.9 The Lessee shall not disobey any of the conditions of the title of the Property or any of the laws, rules or regulations affecting the owners, Lessor, NSFAS-funded students or any other residents, occupiers or visitors of the Property;

LESSOR	:	_____	LESSEE	:	_____
Witness 1	:	_____	Witness 1	:	_____
Witness 2	:	_____	Witness 2	:	_____

- 7.10 The Lessee shall not cause or commit any nuisance on the Property or cause any annoyance or discomfort to other NSFAS-funded students or any other residents, occupiers or visitors of the Property;
- 7.11 The Lessee shall not leave refuse or allow it to build up in or about the Premises except in the refuse bins provided;
- 7.12 The Lessee shall not allow any person(s) beside the NSFAS-funded student, other residents from other bursars or private funded residents to reside in the Premises. Under no circumstances will the Lessee be allowed to accommodate a visitor to sleepover for any period of time.
- 7.13 The Lessee shall not keep any live animals, birds, reptiles or any type of pet on the Premises; and
- 7.14 The Lessee shall take all reasonable measures to prevent blockages and obstructions from occurring in the drains, sewerage pipes and water pipes serving the Premises. If it is proved that a Lessee has caused the blockage due to any material or item which should not have been put in the drains **such as sanitary pads** that caused the drain to block that Lessee will be responsible to pay for **the cost of the unblocking of the drain.****

8 CODE OF CONDUCT

- 8.1 The Lessor may periodically establish a Code of Conduct to govern the management, operation, and enjoyment of the Leased Premises and shared areas at the Property. This Code of Conduct will address, among other things, matters such as security, fire safety, access control, parking, and restrictions regarding the movement or placement of items within the premises.
- 8.2 The Code of Conduct will be applied fairly and reasonably and will be equally binding on all tenants and residents of the Property. A current version of the Code of Conduct, effective as of the date of signing this Agreement, is attached as Annexure "A". If any changes are made, the Lessee/resident will be notified in writing via WhatsApp, SMS, or email, and the updated Code of Conduct will be made available for inspection upon request. It can also be accessed on the App.
- 8.3 Failure to comply with the provisions of the Code of Conduct will be considered a material breach of this Agreement and the Lessor shall have the right (in its sole and absolute discretion) to terminate this Agreement immediately by giving written notice to that effect whereafter the Lessee shall immediately vacate the Premises and Property. Such breach will also be addressed in accordance with the disciplinary code and policy set out in the Disciplinary Policy available on the App and as attached to this lease as Annexure "B" (forms part of this lease agreement).

9 LESSEE'S RESPONSIBILITIES IN RELATION TO MAINTENANCE

- 9.1 The Lessee acknowledges that at the Lease Start Date the Premises and, if applicable, the furniture in the Premises, is in good order and condition and that all keys, locks, glass windows, electrical installations and other furniture are likewise in good order and condition.
- 9.2 The Lessee hereby agrees to keep the Premises, and the furniture situated therein (if applicable), in good order and condition and in a clean, sanitary and suitable conditions during the currency of this agreement and any renewal thereof and undertakes that at the termination of this agreement they will return the Premises and the furniture and fittings to the Lessor in like good order, condition, fair wear and tear excepted.

LESSOR	:	_____	LESSEE	:	_____
Witness 1	:	_____	Witness 1	:	_____
		Witness 2	:	_____	Witness 2
			:	_____	

9.3 Should the Lessee find, after taking occupation of the Premises, that there are items of the Premises or of the furniture that are not in good order and condition, the Lessee shall notify the Lessor of such other items within 7 (Seven) days of the lease start date.

9.4 **The Lessee has the right to supply the Lessor with a list of defects within the 1st 7 (seven) days of taking** residence of the premises. A Defect form will be provided by the Lessor for the Lessee to complete and hand back to the Res Life Manager.

9.5 The Lessee must report any maintenance queries and complaints on the App.

10 LESSOR'S OBLIGATION TO MAINTAIN THE PREMISES

The Lessor shall be responsible for maintaining in good order and repair, the structure of the Building, all systems, works and installations contained in it, the roofs, the exterior walls, the lifts, the grounds and gardens, and all other common parts of the Property.

11 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

11.1 The Lessee shall not make any alterations or additions to any of the Buildings, the Property, any part thereof, or any item of the Lessor's Equipment.

11.2 All improvements made on or to the Property shall belong to the Lessor and may not be removed from the Property at any time. The Lessee shall not, whatever the circumstances, have any claim against the Lessor for compensation for any improvement or repair to the Property or the Lessor's Equipment, nor shall the Lessee have a right of retention in respect of any improvements,.

11.3 The Lessor is currently in the process of changing the Burgers Park 4-star hotel into a 4-star Student Hotel. To accommodate this process a Lessee will need to be temporarily relocated to a spare room for a short period of time while new installations take place in their rooms.

11.4 The premises will be equipped with a Face Recognition Access Control System at all entrances to the Burgers Park Student Hotel. The Lessee needs to adhere to the rules and regulations in this regard.

11.5 The Burgers Park Student Hotel will be under 24-hour camera surveillance.

11.6 The Burgers Park Student Hotel is luxury accommodation with a centralized kitchen and dining area on the ground floor.

11.7 Under no circumstances will any form of cooking be allowed in the rooms.

11.8 Lessees to note that the Premises will comply with the TUT norms and standards at all times.

11.9 The Lessee may not make any alterations or additions to the Premises.

11.10 No microwaves, electric or gas hobs or hot plates or anything similar or heaters – gas or electric will be allowed in the rooms.

LESSOR	:	_____	LESSEE	:	_____
Witness 1	:	_____	Witness 1	:	_____
Witness 2	:	_____	Witness 2	:	_____

12 LESSOR'S RIGHTS OF ENTRY AND CARRYING OUT OF WORKS

- 12.1 The Lessor retains the right to inspect all rooms daily between 9H00 and 23h00. (All rooms will be inspected every day). The Lessee acknowledges and consents to photos to be taken of the Premises to ensure that the Lessee complies.
- 12.2 The Lessor, it's representatives, agents, employees or contractors may, enter the leased Premises in order to: inspect them; or carry out any necessary maintenance and repairs, replacements or other works; or perform any other lawful function in the *bona fide* (good faith) interests of the Lessor or any of the occupiers of the Property; or carry out any necessary maintenance and repairs, replacements or other works elsewhere in the Building or on the Property.
- 12.3 The Lessor must ensure that the right in clause 12.1 and 12.2 is exercised with regard for, and with a minimum of interference with, the beneficial enjoyment of the Premises by the Lessee.
- 12.4 Despite the provisions of clauses 12.1 and 12.2, the Lessee hereby consents to giving immediate access to the Lessor, its representatives, contractors and/or agents if emergency work is required on the Premises.

13 LIABILITY LIMITATION

- 13.1 Except in cases of gross negligence by the Lessor, its employees, or any person acting on its behalf or under its control, the Lessor, its agents, and employees shall not be held responsible for any loss or damage (whether to person or property) suffered by the Lessee/resident or their invitees, however arising, in or around the property where the buildings are located.
- 13.2 Except where gross negligence by the lessor or its representatives applies, the lessee/resident indemnifies the lessor and holds it harmless against any claims brought or threatened by the lessee/resident or their invitees for losses incurred in or around the property, arising from any act or omission by the lessor, its agents, or employees.
- 13.3 To the fullest extent permitted by law, the Lessee indemnifies the Lessor and the Lessor accepts no responsibility for accidents, injuries, damages, or similar incidents on the property, within the building, the complex, or the leased premises. The lessor does not guarantee that the property, building, or leased premises are child safe. It is the sole responsibility of the lessee/resident to ensure that any children for whom they are responsible are not left unattended or unsupervised, particularly in areas such as parking lots, driveways, stairwells, street-facing lobbies, roof spaces, outdoor areas. Or any other service area of the premises.
- 13.4 Nothing in this agreement shall be interpreted as limiting or restricting the rights of the lessee/resident under sections 54 and 61 of the Consumer Protection Act, 2008, or regulations 44(3)(a) and 44(3)(b) of the same Act. The terms of this agreement should be interpreted in a manner that preserves those rights.
- 13.5 The Lessee enters the fenced-in swimming pool area and enters the pool at their own risk. The lessor or any of the entity's employees, contractors or associates accepts no responsibility or liability of any sort in any form for any Lessee or Lessee visitor with regard to injuries, drowning, accidents, damages and any incidents in the swimming pool area.**

LESSOR	:	_____	LESSEE	:	_____
Witness 1	:	_____	Witness 1	:	_____
		Witness 2	:	_____	Witness 2
				:	_____

- 13.6 No Lessee or Lessee's Visitor may enter the swimming pool area if he / she / it cannot swim. Entrance to the swimming pool area is strictly for Lessees who have proved they can swim.**

14 CODE OF CONDUCT AND POLICIES

- 14.1 The Lessee must at all material times comply with the reasonable Code of Conduct Rules laid down in writing by or on behalf of the Lessor for lessees and other occupiers of the Property and their invitees, including rules in connection with:
- 14.1.1 **the security of the Property and the protection of persons and property thereon, including in particular (again without generality being restricted) any rules for the control and identification of persons and vehicles entering the Property or any parts thereof.** The premises will be fitted with turnstiles and face recognition. The Lessee shall be obligated to provide the Lessor with information and requirements which is needed for the Face recognition system.
 - 14.1.2 the driving and parking of vehicles on or about the Property; **to be strictly in the designated parking area.** The Lessor will charge the Lessee a sum of R300.00 (three hundred Rand) per month per vehicle to park inside the premises in the designated parking area; and
 - 14.1.3 the utilisation of common amenities and facilities on the Property.
- 14.2 The Lessor undertakes to comply with, and to ensure compliance with, the Lessor's Sexual Harassment Policy, Anti-Discrimination Policy, Health and Safety Policy, Data Protection and Privacy Policy, Code of Conduct, Noise and Nuisance Policy, Maintenance and Repair Policy, Substance Use Policy, Conflict Resolution Policy (including Riot and Roommate Conflict Resolution Policy), WIFI & Internet Usage Policy, and the Disciplinary Procedure. Refer to the App for downloadable versions of each Policy. Failure to comply with this clause shall constitute a material breach of this Agreement and the Lessor shall have the right (in its sole and absolute discretion) to terminate this Agreement immediately by giving written notice to that effect, whereafter the Lessee shall immediately vacate the Premises and Property.
- 14.3 The landlord reserves the right to charge visitors who visit more than 8 times per month a fee for visiting; such a fee will be charged at an ad hoc basis.

15 DAMAGE TO OR DESTRUCTION OF PREMISES

- 15.1 If the Premises are destroyed or so damaged that they can no longer be beneficially occupied, this agreement may be terminated. The Party giving notice must set out, in detail, the factual circumstances rendering the Premises incapable of beneficial occupation.
- 15.2 The Lessee bears the responsibility to report any maintenance requests on the App, as and when the need for the maintenance of the Premises arises. The Lessor will endeavor to attend to reported matters within 5 working days unless it is a matter which needs immediate attention.

LESSOR : _____	LESSEE : _____		
Witness 1 : _____	Witness 2 : _____	Witness 1 : _____	Witness 2 : _____

16 INSURANCE

- 16.1 The Lessee shall not keep or do in or about the Property anything such as is liable to enhance any of the risks against which the Buildings or the Lessor's Equipment may be insured to the extent that the insurance of the Buildings or the Lessor's Equipment is rendered void or voidable or the premiums of such insurance are, or become liable to be, increased.
- 16.2 Without prejudice to any other right of action or remedy which the Lessor may have arising out of a breach of the foregoing provision, the Lessor may recover from the Lessee on demand the full amount of any increase in insurance premiums attributable to such breach.
- 16.3 For the purposes of the above provisions, the Lessee shall be entitled to assume that the Buildings and the Lessor's Equipment will at all material times be insured against such risks, on such terms, for such amounts, and at such premiums as are for the time being usual in respect of similar buildings and the like contents of similar dwellings.

17 REVOCATION AND/OR SUSPENSION OF ACCREDITATION

If the Lessor's private accommodation provider accreditation is revoked by NSFAS, this agreement shall remain effective, valid and enforceable until the Lessee secures alternative accommodation.

18 TERMINATION

- 18.1 This agreement terminates in the event that -
- 18.1.1 the Lessee ceases to be a student registered at an Institution of Higher Learning;
 - 18.1.2 the duration contemplated in clause 4 expires;
 - 18.1.3 clause 77.2 applies, provided that the parties have complied with the provisions of that clause; and
 - 18.1.4 clause 14 and 15 applies, provided that the parties have complied with the provisions of that clause.
- 18.2 If, for any reason, the parties resolve to terminate this agreement, the parties shall provide one (1) month's written notice of this fact to all role players, including NSFAS, Institution for Higher Learning, Other Bursars and Private funders.
- 18.3 At least 40 days before the lease ends, the Lessor at his sole discretion can provide the Lessee with an option to extend the Agreement, subject to mutually agreed terms.
- 18.4 The Lessor has the authority to terminate this Agreement immediately if evidence arises that the Lessee is involved in unlawful activities, contravening local or international laws, including but not limited to regulations under the Criminal Procedure Act, Counterfeit Goods Act, or the Substance Abuse Act. The Lessee must vacate the Premises within 24 hours of such termination.
- 18.5 Should the Lessor reasonably suspect that the Lessee is engaged in such activities, the Lessor may report these concerns to law enforcement or other relevant authorities without obligation to provide proof or disclose their identity.

LESSOR	:	_____	LESSEE	:	_____
Witness 1	:	_____	Witness 1	:	_____
Witness 2	:	_____	Witness 2	:	_____

- 18.6 If the Lessee provides false or incomplete information during the application process, whether intentional or accidental, the Lessor reserves the right to terminate this Agreement immediately with written notice. The details provided during the application process are fundamental to the establishment of this Agreement and are relied upon by the Lessor.
- 18.7 If the Lessee chooses to cancel this Lease prior to the expiry of the initial period for a reason other than a material breach of this Lease by the Lessor, then the following will apply:
- 18.7.1 The Lessee must give the Lessor at least 20 (twenty) business days written notice of such cancellation.
- 18.7.2 The Lessor shall be entitled to recover any loss suffered by the Lessor as a result of such early cancellation of the Lease by charging the Lessee a reasonable cancellation penalty.
- 18.7.3 Such circumstances shall include the following, without limitation:
- 18.7.3.1 The amount of time left until the initial period is due to terminate.
- 18.7.3.2 Whether the Lessor is likely to find another Lessee to replace the Lessee within a reasonable time.
- 18.7.4 The Lessee agrees this is a fair and reasonable cancellation penalty.
- 18.7.5 If the Lessor, by acting reasonably and diligently, is able to enter into a new lease agreement during the 20 (twenty) business day notice period, and the new lease agreement is for the same duration or a longer period than the remaining period of this Lease, then the Lessee shall only be liable for the reasonable advertising costs incurred by the Lessor in advertising the Premises and for any commission due to an estate agent. The advertising costs and commission charged under this clause cannot be more than the reasonable cancellation penalty.
- 18.8 If a third party (like a visitor of the resident) allows, or if anyone under the control of a party commits an act that would constitute a breach of this agreement if performed by the party themselves, such an act will be considered a breach by that party.
- 18.9 When vacating the premises / unit the Lessee will be liable for all costs for additional defects which do not appear on the ingoing defects list.

19 SPECIAL REMEDY FOR BREACH

- 19.1 Should the Lessee default in any payment due under this lease or be in breach of its terms in any other way, and fail to remedy such default or breach within 7 (seven) days after receiving a written demand that it be remedied, the Lessor shall be entitled, without prejudice to any alternative or additional right of action or remedy available to the Lessor under the circumstances without further notice, to cancel this lease with immediate effect, be repossessed of the Property and the Lessor's furniture (if applicable), and recover from the Lessee damages for the default or breach and the cancellation of this lease.

LESSOR	:	_____	LESSEE	:	_____
Witness 1	:	_____	Witness 1	:	_____
Witness 2	:	_____	Witness 2	:	_____

19.2 Clause 19.1 shall not be construed as excluding the ordinary lawful consequences of a breach of this lease by either party (save any such consequences as are expressly excluded by any of the other provisions of this lease) and in particular any right of cancellation of this lease on the ground of a material breach going to the root of this lease.

19.3 In the event of the Lessor having cancelled this lease justifiably but the Lessee remaining in occupation of the Property, with or without disputing the cancellation, and continuing to tender payments of the Rent and any other amounts which would have been payable to the Lessor but for the cancellation, the Lessor may accept such payments without prejudice to and without affecting the cancellation, in all respects as if they had been payments on account of the damages suffered by the Lessor by reason of the unlawful holding over on the part of the Lessee.

20 DISPUTE RESOLUTION

Any dispute arising between the parties regarding the interpretation or implementation of this agreement must be dealt with in accordance with any dispute resolution procedure determined by the Institution for Higher Learning, NSFAS, Other Bursars and/or Building procedure for this purpose.

21 DOMICILIA AND NOTICES

21.1 The parties choose as their domicilia citandi et executandi (address for legal notices) their addresses provided on the cover of this Agreement, the Portal (for NSFAS Students) and the App. A party can change its domicilium by giving written notice to the Lessor, updating these details on the Portal (for NSFAS Students) and the App.

21.2 Any notice or communication given in terms of this agreement is valid and effective only if it is in writing and signed by the lessee.

21.3 It is acceptable to give notice in writing by email or WhatsApp. Notwithstanding any contrary provision, a written notice or communication actually received by a party is an adequate written notice or communication notwithstanding that it was not sent to or delivered to its chosen *domicilium citandi et executandi*.

21.4 Notice sent by email is deemed to have been received on the date of delivery.

22 WHOLE AGREEMENT

22.1 This Agreement together with the Code of Conduct Rules (Annexure "A"), Disciplinary Policy ("Annexure B") and policies on the App is the entire agreement between the parties on the subject.

22.2 Neither party relies in entering into this agreement upon any warranties, representations, disclosures or expressions of opinion which have not been incorporated into this agreement as warranties or undertakings, other than those provided for in this Agreement.

22.3 No variation or consensual cancellation of this agreement will be of any force unless reduced to writing and signed by both parties.

LESSOR	:	_____	LESSEE	:	_____
Witness 1	:	_____	Witness 2	:	_____
			Witness 1	:	_____
			Witness 2	:	_____

23 NON-WAIVER

- 23.1 No extension of time or indulgence must be interpreted as a waiver (abandonment) of any right in terms of this agreement that one party may have against the other.
- 23.2 The failure of either party to comply with any non-material provision of this agreement will not excuse the other party from performing its obligations fully and on time.

24 WARRANTY OF AUTHORITY

- 24.1 The person signing this agreement on behalf of the Lessor expressly warrants their authority to do so.
- 24.2 It will be compulsory for The Lessee's parent, alternatively the Lessee's legal guardian, to warrant their authority to enter into this agreement, should the Lessee be younger than 18 years of age.

25 CONFIDENTIAL INFORMATION

- 25.1 The Lessor must treat as confidential all data, including data relating to the Lessee, which the Lessor may receive from NSFAS, Other Bursars or supporting documents from the Lessee while fulfilling its obligations under this agreement.
- 25.2 The Lessor must not process data obtained from the Lessee or the Scheme for any purpose unless such processing is necessary to carry out the Lessor's obligations in terms of this agreement.
- 25.3 The Lessor must not divulge to any other third party in any other circumstances any such information, whether during the currency of its relationship with the Lessee or at any time thereafter, unless the prior written consent of the Lessee has been obtained.
- 25.4 The Lessor undertakes to ensure that its employees or agents keep as confidential, data which becomes known to them by reason of the relationship between the parties.
- 25.5 Upon the termination of this agreement, the Lessor must immediately return to the Lessee all confidential information and property of the Lessee in the Lessor's possession.

26 ACKNOWLEDGEMENT BY THE LESSEE

The Lessee confirms that:

- 26.1 He/she has read and understands this Lease.
- 26.2 all necessary clauses have been explained to him by the Lessor and/or the Lessor's nominated agent;
- 26.3 he/she has been advised of all his rights in terms of this Lease and all relevant sections of the CPA;
and
- 26.4 he/she signs this Lease, freely and voluntarily.

*** signature page continued ***

LESSOR	:	_____	LESSEE	:	_____
Witness 1	:	_____	Witness 1	:	_____
Witness 2	:	_____	Witness 2	:	_____

LESSEE : READ, UNDERSTOOD, ACCEPTED AND SIGNED AT _____ ON THIS ____ DAY
OF _____ 2025

Duly authorized Signatory - LESSEE

(Print Name) _____

(ID NO.) _____

Witness Signature - LESSEE

(Print Name)

GUARDIAN READ, UNDERSTOOD, ACCEPTED AND SIGNED AT _____ ON THIS ____ DAY
OF _____ 2025

Duly authorized Signatory - GUARDIAN

(Print Name) _____

(ID NO.) _____

Witness Signature - GUARDIAN

(Print Name)

LESSOR : READ, UNDERSTOOD, ACCEPTED AND SIGNED AT PRETORIA ON THIS ____ DAY
OF _____ 2025

Duly authorized Signatory - LESSOR

(Print Name) _____

(ID NO.) _____

Witness Signature - LESSOR

(Print Name)

ATTACHED HERETO AND FORMING PART OF THIS LEASE AGREEMENT :

Code of Conduct Rules (Annexure "A")

Disciplinary Policy ("Annexure B")

LESSOR : _____	LESSEE : _____
Witness 1 : _____	Witness 2 : _____