

## 1. USE OF PREMISES

The premises shall be occupied by not more than 1 person, unless by prior arrangement with management.

- a) the lessee shall not make any structural alterations or additions to the premises;
- b) the lessee shall not modify the interior of the premises for any reason whatsoever unless by arrangement with management & confirmed in writing.
- c) the lessee shall not do anything or bring anything into the premises which might increase the rate of fire insurance premium payable on the building;
- d) the lessee shall not keep or allow onto the premises any animals of any nature.

## 2. MAINTENANCE AND INSPECTION

- a) The Tenant shall be obliged at all times to maintain the premises in a fit and orderly condition and more particularly the Tenant has an obligation to maintain the premises in the same condition that he found it, fair wear and tear accepted.
- b) Tenants must abide by the signed accommodation rules and regulations as published and revised from time to time by the Landlord.
- c) Should the lessee require a cleaning service in order to fulfill this obligation, this service can be arranged by the lessor for the lessee's account.

- d) Should the lessee fail to comply with the foregoing condition, the lessor may on behalf of the lessee expend any reasonable sum necessary for the maintenance of these items and any amounts so spent shall be payable by the lessee to the lessor on demand.
- e) The lessee shall not remove any contents from the premises.
- f) The lessor or its duly authorised agent shall have the right at reasonable times to enter the premises for inspection and shall have the right at any reasonable time to do work connected with the premises and shall be entitled to suspend any services and supplies for such purposes provided that such right shall be exercised reasonably.
- g) The lessee shall not be entitled to claim any remission of rental or damages in respect of any inconvenience or damage which may be caused by virtue thereof.

## 3. DESTRUCTION OF OR DAMAGE TO PREMISE OR BUILDING

- a) These damages refer to the maintenance and/or repair of all ceilings, all walls, floor coverings, all doors and windows, all lighting and plumbing installations (and any part of any such doors, windows and installations), and all other fixtures, fittings and furnishings in or on the property.
- b) Any balance remaining will then be refunded to the Tenant.
- c) The Tenant is not entitled to offset the deposit against any rental or other rights he may have to claim damages for sums due under the lease or otherwise.
- d) The Tenant is responsible for payment of the rent for the entire duration of the lease.
- e) If the building or any part thereof is at any time destroyed or damaged by fire, wind, explosion or other means not arising from the act, default or neglect of the lessee in such manner as to deprive the lessee entirely of the beneficial occupation or use of the premises, then this agreement shall terminate with effect from such destruction, the lessee remaining liable for its obligations in terms of this agreement up to the date of such termination.
- f) If the premises is damaged, so as to render them partially untenable, the lessor shall, within twenty-eight (28) days of the date of such damage, notify the lessee in writing whether or not it proposes to restore the premises or to cancel this agreement.

- g) Should the lessor elect to restore the premises they shall do so as expeditiously as reasonably possible under the circumstances.
- h) The lessee shall be entitled to a proportionate remission of rental to the extent that its beneficial occupation has been lost until such time as the premises have been restored.

#### 4. SECURITY

The lessee shall be obliged to comply with all procedures and rules relating to security as set out in the house rules.

#### 5. SUB-LETTING AND ASSIGNMENT

- a) The lessee shall not sub-let the premises or any part thereof or cede or assign any of his/her rights under this agreement, or permit any other person to occupy any part of the premises.
- b) The landlord may at his sole discretion sub-let the premises or any part thereof if the lessee fails to pay the rent & or rectify such failure to do so within seven days written notice.

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#### 6. HOUSE RULES

- a) The house rules form an integral part of this lease agreement and need to be adhered to by the lessee at all times.
- b) The lessor has imposed house rules relating to the occupants of the building, which are aimed at protecting the safe and equal enjoyment of the use of the building.
- c) The lessee by his/her signature hereto agrees to be bound by the house rules relating to the building and ensures that the lessee and his/her guests at all times obey the house rules.
- d) Failure to comply with the house rules will constitute a breach of this lease.
- e) Notwithstanding anything to the contrary contained in this lease agreement, the lessor reserves the right to cancel this lease agreement at his own discretion without notice, due to the lessees' breach of any of the House Rules.
- f) Should the lessor cancel this lease due to the lessee's breach of the house rules, the lessee will forfeit any rental paid for the month and the deposit paid.

#### 7. EXCLUSION OF LIABILITY

- a) The lessor shall not be responsible for any loss, injury, damages (including any consequential damages) or inconvenience that may be caused to the lessee, its visitors or employees or any of its property, except when caused by the lessor's specific default and without prejudicing the generality of the foregoing, whether arising from any defect in the Building or the Leased Premises (latent or patent), or from the failure, or partial failure, of any apparatus or fittings, including the plumbing, water and electrical fittings or from fire, flooding, leakage or breakage of any water pipe, or from war, riots or other civil commotions, damage caused by the elements or fortuitous acts, insects or any living thing or any act of God.
- b) All goods, property and effects of whatsoever nature, which may at any time be brought in or on the Leased Premises, by the lessee, shall be at the sole risk of the lessee and the lessor shall not be liable for any loss or damage thereto from any cause howsoever arising.
- c) The lessee indemnifies the lessor against any claim by its employees, invitees or licensees in respect of any such damage, injury or loss of life.
- d) The lessee shall have no claim whatsoever whether for damages or remission of rental or cancellation of the lease against the lessor and shall not be entitled to withhold or defer

payment of rental by reason of any suspension or interruption in the supply of water, gas, electricity, air-conditioning (if any) or heating (if any), (howsoever such suspension or interruption may arise) or by reason of any amenities in or on the Leased Premises being out of use or out of order for any reason whatsoever for any period whatsoever, unless due to the specific fault of the lessor.

## 8. BREACH AND TERMINATION

- a) If the rental or other amounts due in terms of this agreement are not paid on the due date, or if the lessee commits any other breach of this agreement and fails to rectify same within seven (7) days after receipt of written notice calling upon him/her to do so, the lessor shall be entitled forthwith and without further notice to the lessee to cancel this agreement and obtain immediate possession of the premises, without prejudice to any claims which the lessor may have against the lessee as a result of any breach or cancellation. Furthermore, if the lessee is in breach of the lease agreement for any reason whatsoever their biometric access may be deactivated so as to guide the lessee manually through to the management department to rectify such a breach.

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- b) If the lessor cancels this agreement and the lessee remains in occupation of the premises, the lessee shall continue to pay an amount equivalent to the monthly rental and such other amounts as are payable in terms of this agreement in advance on the first day of every month until the lessee vacates the premises. Acceptance of these amounts shall not affect the lessor's right to cancel this agreement.
- c) Commits any other breach of this lease agreement.

## 9. DISPUTE

In the event that legal action is instituted arising out of the terms of this agreement, both the lessor and the lessee consent to the jurisdiction of the Cape Town Magistrate's Court.

## 10. SURETYSHIP

The lessee's guardian/custodian, by placing his/her signature hereto, is hereby bound as surety and co-principal debtor jointly and severally together with the lessee in favour of the lessor, its affiliated companies successors or assigns for the repayment on demand of any sum or sums of money, which the lessee owes or may owe to the lessor howsoever arising and the due fulfillment of all obligations of the lessee in terms of this agreement.

## 11. DOMICILIUM

The lessor chooses *domicilium citandi et executandi* for the purpose of giving any notice, the payment of any sum, the service of any process and for any other purpose arising from this agreement as set out in the definitions & interpretations above.

## 12. GENERAL

This document constitutes the sole record of this agreement between the parties in respect of the subject matter hereof.

- a) No addition, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by parties.

- b) No extension of time or indulgence, which the lessor may grant to the lessee shall constitute a waiver of any of the rights of the lessor, who shall not thereby be precluded from exercising any rights against the lessee which may have arisen in the past or which may arise in the future.
- c) The lessee shall be responsible for any costs incurred by the lessor arising out of any breach committed by the lessee in terms of this agreement, which costs shall include tracing agent fees, collection commission at the ruling rate and all legal costs as between attorney and client.
- d) In the event that the lessee is a minor at the date of signature hereof, he/she shall be assisted herein by his/her guardian/custodian who, by placing their signature hereto, expressly consents to the lessee's entering into this agreement.

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## HOUSE RULES at 106

### **Attention to building, common areas and rooms**

- Please keep your room clean and tidy at all times
- Keep the bathrooms and kitchens clean
- Stale and uneaten or waste foods must be immediately thrown away in the dustbins provided in the kitchens
- Rooms may be inspected twice a month
- Should we find that the state of your room is a potential health hazard you will be informed to clean your room. Should you consistently keep your room in such a state we will arrange for your room to be cleaned and all costs will be for your account.
- Please ensure that prior to vacating your room for weekends, vacations or otherwise that your room is cleaned and all food stuffs are disposed of
- Bed linen should be changed and washed once a week
- The furniture provided in your room may not be removed
- Clothes or other items may not be hung from the windows of the building
- Please do not mark, litter or damage the common areas of the building.
- Toilets must not be used for the disposal of any foreign objects only toilet paper may be flushed down the toilet

### **Consideration for others**

- Disorderly behavior will not be tolerated and may lead to the termination of this lease, in such cases you will be liable for the full charges set out in the lease agreement.
- Any form of insubordination will not be tolerated and may result in disciplinary action.
- The playing of music at unreasonable sound levels is strictly forbidden. Management reserves the right to confiscate any music equipment in the event that the Lessee does not adhere to this rule.
- Shouting and running in passages or any other area of this building is not permitted.

### **Security and safety**

- We cannot be held responsible for any losses that may incur whilst residing in our building, therefore please keep your room locked at all times.
- The key of your room must never be given or lent to any other person.
- It is important that you take good care not to leave your keys in a place that they could be stolen or lost.
- The issuing of lost keys will be for your cost and will be payable before another key is issued to you. The approximate turn around time for a replacement key is 36 hours.
- Tampering with any security or fire equipment is an offense and is strictly forbidden. Should you tamper with the security and/or fire equipment in any way, this may result in disciplinary action & the possibility of legal prosecution.
- The use of candles, oil lamps, incense or anything that produces a naked flame is a potential fire hazard and therefore strictly forbidden to be used in your room or any areas of the building.
- We reserve the right to search bags (yours or your visitors) & rooms at any time and confiscate any firearms, weapons, alcohol, drugs or any other illegal substance.

### **Water and electricity consumption**

- Please use only minimum amount of electricity required
- Please switch off lights and electrical appliances while not in use and when you leave the room
- Ensure that all stove plates are turned off when not in use
- Water should be used sparingly

### **Visitors**

- No resident may have more than one visitor at any given time
- You will be required to accompany all visitors while on the premises
- No visitors are allowed to remain in the building without your presence. Should you leave the building, your visitors will be required also to leave the building.

- Visitors are welcome provided they observe the house rules.
- You will be responsible and financially liable for any damages caused by your visitor/s
- Visitors have access to the building from 09h00 to 23h00
- Sleeping overnight is not permitted unless by prior arrangement with management.

#### **Residential floor Access**

- Residents are to ensure that they close the security entrance door properly behind them, so that no unauthorized person is able to enter the floor behind them.
- No letting in of people you do not know!
- Unaccompanied persons will be asked to leave the residential floors immediately and will be reported to Security and management
- All residents will enter and exit the building via the main security entrance leading onto Adderely Street

#### **Smoking, drugs and alcohol**

- This building is a smoke free building, for health and safety reasons and is therefore prohibited
- Alcohol is not allowed on the premises.
- Drugs are strictly forbidden. If found in your possession Management reserves the right to immediately terminate the lease agreement and this may result in disciplinary action and the possibility of legal prosecution.

**The Landlord reserves the right to consult the sponsors/parents and refer a resident for a drug/alcohol test in the event of the resident being suspected of taking such substances. The cost of this test must be borne by the parent/sponsor or resident. Random searches can and will be executed by authorities should the need arise.**

#### **Laundry**

Coin-operated machines are available to all tenants. They consist of washing machines and tumble dryers. Residents are responsible for their own Laundry. Please do not hang wet clothes out of the windows.

**Neglecting to adhere to the house rules can involve a disciplinary enquiry, which may result in suspension or expulsion of this facility.**