



STUDENT ACCOMMODATION FIXED LEASE AGREEMENT

BETWEEN

VILLA MARIA

(THE LESSOR)

AND

FIRST NAME AND SURNAME (THE LESSEE)

LEASE SCHEDULE / AGREEMENT

I, (FULL NAMES AND SURNAME) _____ WITH

IDENTIFICATION NUMBER _____

COURSE OF STUDY _____

INSTITUTION OF STUDY _____, ACADEMIC YEAR _____,

ASSISTED BY MY PARENT / GUARDIAN _____

CONFIRM THAT I WILL BE RESIDING AT VILLA MARIA STUDENT RESIDENCE ROOM IN NO: _____

FROM START DATE 1 FEBRUARY 20 ____ TO END DATE 30 NOVEMBER 20 ____

RENT R _____ **(WHICH INCLUDES A NON-REFUNDABLE ADMIN FEE
OF R500.00 AND REFUNDABLE ROOM AND ACCESS DEPOSIT OF R600)**

MY E-MAIL _____ AND CELL NO _____

MY PARENT / GUARDIAN'S E-MAIL _____

CELL NO FATHER _____ CELL NO MOTHER _____

WORK MOTHER _____ WORK FATHER _____

TEL NO HOME _____

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DECLARATION: I, THE LESSEE, HAVE NOT APPLIED FOR ACCOMMODATION NOR AM I ON A WAITING LIST ELSEWHERE. I UNDERSTAND THAT THIS IS A FIXED TERM AGREEMENT AND THERE IS NO OPTION TO CANCEL OR TERMINATE THIS AGREEMENT PRIOR TO ENDS DATE MENTIONED IN THE LEASE SCHEDULE. MY PARENT / GUARDIAN / SPONSOR / BURSAR HAS SEEN THE RENTAL THAT IS PAYABLE FOR THE LEASED PREMISES AND THE TERMS OF THIS AGREEMENT AND AGREES THAT SUCH RENTAL IS FINANCIALLY AFFORDABLE. I HAVE VIEWED THE PREMISES AND FIND THAT THE PREMISES ARE ACCEPTABLE AND I ACKNOWLEDGE THAT THE ACCOMMODATION INCLUDES THREE MEALS DAILY.

LESSEE SIGNATURE _____ Date: _____

PARENT/GUARDIAN SIGNATURE _____ Date: _____

General Terms and Conditions

The Lessor hereby lets the leased premises on the following terms and conditions:

1. The Premises

The Lessor hereby lets to the Lessee who hereby hires from the Lessor the Premises.

2. The Period and the right to lease

The lease shall commence on the Lease Start date and terminate on the Lease End date as set out in the Lease Schedule. The lease is for a fixed term period without variation, cancellation or early termination options. **The lease is for strictly 10 months (1st of February – 30th of November) without variation. If Accommodation is needed before contract start date or contract end date, Pro Rata Rent will be applicable.** I accept that I will vacate the residence during the academic recess.

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3. Rental

3.1 The rental payable for the 10 month period of the lease is to be as follows (Delete where not applicable)

Standard Room

Admin Fee (Payable with Application)	R 500.00
Rent for a Standard Room at R9 500 / month for 10 months	R 95 000.00
Refundable Room & Access Disc Deposit	R 600.00
	<u>R 96 100.00</u>

Large Room

Admin Fee (Payable on Application)	R 500.00
Rent for a Standard Room at R10 100 / month for 10 months	R 101 000.00
Refundable Room and Access Disc Deposit	R 600.00
	<u>R 102 100.00</u>

Extra Large Room

Admin (Payable on Application)	R 500.00
Rent for a Standard Room at R10 600 / month for 10 months	R 106 000.00
Refundable Room and Access Disc Deposit	R 600.00
	<u>R 107 100.00</u>

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3.2 Rent must be paid into the following account:

Villa Maria
Standard Bank
Adderley Street
Branch Code: 020909
Account Number: 071 573 933

3.4 **A non-refundable deposit of 10% of the Annual Fees is to be paid on confirmation of acceptance.**

3.5 The Refundable Room & Access Disc Deposit is payable on handover of the keys and will be refunded to the parents after the room has been checked on the day of departure.

3.6 The total annual rental will be payable as follows:

Fees	Standard room	Large room	Extra large Room
Application fee	500	500	500
Room and access deposit before arrival_	600	600	600
10% Non-Refundable deposit to secure Room	9 500	10 100	10 600
50% On or before 25 January or before arrival whichever is the sooner	47 500	50 500	53 000
30% Before 1 May	28 500	30 300	31 800
10% before 1 August	9 500	10 100	10 600
Total Payable	96 100	102 100	107 100

3.7 Non-South African residents and SA Citizens domiciled outside South Africa are required to pay the full year's fees in advance.

3.8 All bank charges must be covered by the applicant.

3.9 No discounts or refunds will be granted should the student be absent for any length of time or choose to vacate before the term of the contract expires.

3.10 **Students will not be admitted to the residence until proof of payment has been provided.**

The rental is payable directly into the Lessor's bank account as set out in the Lease Schedule or such other bank account as the Lessor may from time to time direct. The Lessor reserves the right to charge a fee of not less than R300 should the Lessee not make payment on the 1st day of every month. When payment has been made, please email the proof of payment to info@villamariact.co.za . Please ensure that the reference on the deposit slip indicates the Lessee's name and surname .

4. Upfront administration fee

The Lessee shall on signature of this agreement pay a non-refundable administration fee to the Lessor to the sum of **R500.00 (Five Hundred Rand)** (including VAT). The Lessee shall not be granted access to the premises until such time as the administration fee is paid.

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5. Use of the premises

The Premises shall be used for residential purposes only and for no other purpose whatsoever and the Lessee shall not cause or permit any disorderly conduct of whatsoever nature upon the Premises, nor do or permit to be done any act, matter or thing about the Premises which shall constitute a nuisance or any inconvenience to the neighbors or any other person or persons. The house Rules attached as Annexure A shall always form an integral part of this agreement and need to be adhered to by the Lessee. A breach of the House rules will constitute a breach under the Lease Agreement.

6. Cession and assignment

The Lessee shall not cede or assign this lease, either in whole or in part, nor sublet the Premises or any portion thereof, nor permit or allow any other person or persons to occupy the Premises or to reside thereon or to obtain possession thereof, with or without remuneration.

7. Electricity and water

Included in the rental is the charge for the use and consumption by the Lessee of all electricity and the water consumed upon the Premises. **Heaters of any kind are not permitted at any time and any other electrical appliance including but not limited to a fridge**, brought by the Lessee, will be an **extra charge of R200.00 per month** excluded from the rent. Villa Maria does not take any responsibility for any loss or damage during load shedding and or water restrictions or any form of electricity or water shortages.

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8. Parking

Limited parking is available at an additional cost and allocated at the time of application. Certain parking bays are shared bays with the doctors practice and should the shared times of the bay not be adhered to, the parking rights will be retracted with no refund applicable.

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9. Insurance Premiums

The Lessee shall not bring, nor permit to be brought, upon the Premises any goods, furniture or effects which may by their nature increase the rate of insurance premiums payable by the Lessor or vitiate the fire insurance policy held by the Lessor or which may be impregnated by any wood borer, termite, or any other wood destroying insect of any kind.

10. Bye-laws

The Lessee shall strictly observe all Government, Provincial and Municipal Laws, Bye-Laws and Regulations applicable to the Premises and the conditions of title of the Property.

11. House Rules

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 and the Premises for all the occupants of the building. The Lessee by her signature hereto agrees to be bound by the House Rules relating to the Building and ensure that the Lessee, her guests or invitees always obey the House rules. Failure to comply with the House Rules will constitute a breach of this lease. Should the Lessor cancel this lease due to the Lessee's breach of the House Rules, the Lessee will forfeit all rental paid.

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12. Security

The Lessor shall be entitled to install such access security measures to the Building as it, in its sole discretion may decide and the Lessee shall be obliged to comply with any procedures or rules relating to that security. Tampering with any Security equipment will be seen as a serious offence and strict measures will be taken against the Lessee.

13. Lessor's Maintenance

The Lessor shall be responsible for maintaining the main walls, roof and other structural parts of the Building in good order and repair.

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14. Lessee's Maintenance

The Lessee acknowledges that at the Lease Start date the Premises and the furniture in the room is in good order and condition and that all keys, locks, glass windows, electrical installations and other accessories are likewise in good order and condition. The Lessee hereby agrees and undertakes to keep and maintain the Premises and the furniture situated therein in good order and condition and in a clean, sanitary and habitable condition during the currency of this lease and any renewal thereof and undertakes that at the termination of this lease it will return and redeliver the Premises and the furniture to the Lessor in like good order, condition, fair wear and tear only accepted. Should it be found by the Lessee 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, then the Lessee shall notify the Lessor of such other items within 7 (seven) days of the Lease Start date of this lease, failing which such items shall be deemed to have been handed over in complete good order and condition. Should the Lessee fail to comply with the foregoing conditions, the Lessor may on behalf of the Lessee expend any sum necessary for the maintenance etc. as referred to in this paragraph, and any amounts so spent shall be payable by the Lessee to the Lessor on demand. The Lessee will be responsible to report any maintenance problems. Failure to report such maintenance will result in misuse of the property and the Lessee shall be accountable for the account for repairs.

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15. Damage to the premises

The Lessee shall not drive any nails or screws into the walls or ceilings of the Premises or any portion of the Premises. The Lessee shall not make or permit any alterations, additions or improvements to the Premises without obtaining the prior approval of the Lessor, in writing.

16. Insurance

The Lessor shall insure and keep insured to the full value thereof the Building against risk of damage by fire and other risks as the Lessor may require. The Lessee shall be responsible, if she desires, for effecting in her own name a policy or policies to cover her possessions and the other effects upon the Premises and shall pay the premiums in respect thereof. The Lessor shall not be responsible for any loss or damage or any personal injury suffered by the Lessee or her visitors or invitees, in the Building, irrespective of whether such loss or injury is caused by fire, storm, riot, civil commotion, theft, robbery, accident or other cause whatsoever.

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17. Lessor's access

The Lessor or his agent/s (House Committee or Maintenance Manager) shall be entitled at all reasonable times to enter the Room (which will be done at least once a month) and with its workmen, agents or other, to execute such repairs to the room as shall be compatible with the proper repair and upkeep of the room and the building. **INITIAL HERE**

18. Keys

The Lessee shall be handed upon occupation, a full set of keys and an access disc and undertakes that upon termination of this lease she shall return to the Lessor not less than the aforesaid number of keys. In the event of the Lessee misplacing the keys, new keys and disc will be provided by the Lessor, at the Lessee's expense. **INITIAL HERE**

19. Damage to the premises

The Lessee shall be liable for any damages done to the room, Premises and/or the Building or any part thereof.

20. Destruction of the premises

Should the Building in which the Premises is situated be destroyed by fire or through any other cause during the period of this lease in such manner to render the Premises uninhabitable, then this lease shall in consequence be terminated. Should the Building be only damaged or partially destroyed by fire or through any other cause, but the Premises remains habitable then this lease shall not be terminated, and the Lessee shall continue to pay the rent payable.

21. Breach

In the event of the Lessee failing to pay the rental by the due date and fails to make payment within THREE (3) DAYS of being notified then and in such event it shall be lawful for the Lessor but it shall not be obliged to:

- 21.1 Cancel the lease and to enter into and take possession of the leased premises and any goods therein, without prejudice, however, to any right of action which shall have accrued or shall accrue to the Lessor against the Lessee in respect of arrear rental or damages which right of action shall remain of the same force and effect as if the lease had never been cancelled, and
- 21.2 In such an instance the Lessee shall vacate the premises with immediate effect, and
- 21.3 The Lessee shall be obliged to pay the Lessor all arrear and interest on arrears.
- 21.4 The Lessor reserves the right to block the access of the Lessee for any outstanding Rental money, until outstanding rental has been settled.

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22. Contravention

Notwithstanding anything elsewhere herein contained, should the rental payable or any sum or sums payable by the Lessee hereunder not be paid on due date, or should the Lessee in any other respect

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contravene any one or more of the provisions of this lease or the House Rules of the Building, or fail in the observance of any one or more of the provisions of this lease or the House Rules of the Building, the Lessor shall, notwithstanding any prior waiver on his part of any of his rights hereunder and without prejudice to any other rights which he may have according to law, immediately and without prior notice, be entitled to cancel this lease and to obtain repossession of the Premises and for that purpose to take whatever action may be necessary for the ejectment of the Lessee and/or any other occupant thereof. The Lessor's rights in terms of this clause shall be without prejudice to any claim he may have for rental already due and for such further damages as the Lessor may sustain by reason of the Lessee's breach of this lease.

23. Domicile

Any notice required to be given under this lease shall be sent in writing to the Lessor at 3 Kloof Nek Road, Tamboerskloof, Cape Town, or such other address as the Lessor may stipulate in writing from time to time, and to the Lessee at the domicile referred to in the Schedule or such other address as the Lessee may stipulate in writing from time to time, at which addresses they respectively choose "domicilium citandi et executandi". Any notice to be given by either party to the other shall be of no force or effect unless sent by prepaid registered post.

24. Extension

Any agreement for the extension of this Lease Agreement shall be by mutual agreement between the Lessor and Lessee and reduced to writing.

25. Entire Agreement

It is hereby further specifically agreed that this agreement contains all the terms and conditions of the contract of lease entered into by the Lessee and the Lessor and the Lessee acknowledges and agrees that any representations, which may have been made by any other person than the Lessor, shall not be binding or enforceable against the Lessor.

26. Invalid Clause

In the event that any clause in Lease being held to be invalid, void or unenforceable for any reason, it is agreed between the parties that such clause shall be severed from the remaining clauses of the Lease, which Lease shall be deemed to be valid and enforceable.

27. Indemnity

Neither the Lessor, its agent, employees, invitees, mandataries or contractors shall be liable for any damages, injury, loss of possessions or loss of life caused to the Lessee, the Lessee's property or the Lessee's invitees, for any reason whatsoever, whether directly or indirectly. The Lessee indemnifies the Lessor against any loss or damage that the Lessor may suffer in consequence of any act of the Lessee, the Lessee's guests, visitors, invitees, agents, mandataries performed in or about the premises; and against any loss or damage that the Lessor may suffer as a result to the non-compliance by the Lessee with any provision of this agreement or the House Rules. Should the Lessee leave any possessions in the room outside of the period and Right to lease as set out above, the Lessor will not be responsible or financially liable for any damages, theft, loss or the like.

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28. Successors in title

The Lease is entered into by the Lessor for itself and Successors in Title and assigns. The Lessee agrees that the Lessor shall be entitled to dispose of the property during the term of the Lease. The sale of the property by the Lessor during the period of this Lease shall not affect the terms of the Lease in any way whatsoever nor entitle the Lessee to resign from the Lease or to claim damages as a result thereof.

29. Instruction for Payments

Important information needed on bank deposit slip: Student Name and Surname.

Proof of payment is to be emailed to info@villamariact.co.za. Payments must be made no later than the due date.

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30. I undertake the following:

- 30.1 To subject myself to the rules and regulations of Villa Maria.
- 30.2 To familiarize myself with the contents of the rules and regulations of Villa Maria.
- 30.3 To subject myself to any rules and procedures of order of the competent authority in the residence.
- 30.4 To pay for any damages I may have caused.

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31. I accept the following:

- 31.1 Failure to pay and email proof of payment on dates as stipulated above I will be evicted with immediate effect.
- 31.2 Should serious misconduct be reported to the Manager of Villa Maria, the Lessee could Be expelled by the Manager or his Assignee, pending an investigation.
- 31.3 Should it be proved that a Lessee is guilty of misconduct in the residence, such Lessee may be expelled from the residence with immediate effect.
- 31.4 No person other than a Lessee may stay in the Lessee's room.
- 31.5 Sexual harassment, involvement in racial conflict, the possession and use of alcohol in the residence, presence in the residence when under the influence of alcohol and/or drugs, the possession/use of firearms, and the handling of any other weapons are regarded as serious cases of misconduct and is not limited to this list.
- 31.6 Strict supervision, management and control will be exercised over all activities in the residence, and should any student refuse to subject herself to such supervision, then physical removal from premises may follow.
- 31.7 No victimization may take place in the residence.
- 31.8 Villa Maria is not responsible for cleaning the Lessee's room.
- 31.9 I hereby accept responsibility for the payment of all residence and other fees charged by the Lessor or a disciplinary hearing arising from my accommodation and conduct in the residence.

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32.10 I accept that I shall be disciplined collectively and/or individually should I violate rules, regulations and/or policy as part of an identified group.

32.11 I accept that my accommodation in the residence is subject to my commitment as indicated in this statement, and that this statement will therefore be presented in any court of law upon dispute.

32. I declare the following:

32.1 I make this statement of my own free will and with the knowledge and consent of my parent/guardian.

32.2 The particulars provided on this form are true and correct.

32.3 I have been granted the opportunity to study the rules and other documents referred to in this agreement.

32.4 Upon occupation of room there will be no refund in the event of a breach of contract by the Lessee.

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33. SURETY

The Surety hereby, under renunciation of the benefits of *divisionis seu excussionis* with the full meaning and effect of which he declares himself to be fully acquainted, binds himself as surety and co-principal debtor in solidum with the Lessee in favour of the Lessor for the due and punctual performance of the Lessee's obligations to the Lessor in terms of this agreement. No variation or amendment or novation of this agreement shall prejudice the surety obligation hereby undertaken by the Surety, the object being that the Surety shall at all times be liable as surety and co-principal debtor even if this agreement is varied or amended or novated and even if the Lessee is granted an indulgence by the Lessor.

34. JURISDICTION AND COSTS

34.1 In the event of any action or application arising out of this agreement, the parties hereby consent to the jurisdiction of the Magistrate's Court otherwise having jurisdiction under section 28 of the Magistrate's Court Act of 1944, as amended. Notwithstanding that such proceedings are otherwise beyond the said court's jurisdiction, this clause shall be deemed to constitute the required written consent conferring jurisdiction upon the said court pursuant to Section 45 of the Magistrate's Court Act of 1944, as amended;

(i) Notwithstanding anything to the contrary herein contained, the Lessor shall have the right at the Lessor's sole option and discretion to institute proceedings in any other court which might otherwise have jurisdiction;

(ii) In the event of it becoming necessary for the Lessor to take any action against the Lessee as contemplated herein the Lessee agrees to pay to the Lessor all the attendant costs and expenses incurred by the Lessor, on a scale as between attorney and own client.

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THUS DONE and SIGNED at _____ on _____

As Witnesses:

1 _____
Lessee

2 _____

THUS DONE and SIGNED at _____ on _____

As Witnesses:

1 _____
Parent / Guardian / Surety

2 _____

THUS DONE and SIGNED at _____ on _____

As Witnesses:

1 _____
Lessor

2 _____