

## **DIEWEIDES 2020**

### **RENTAL AND SERVICE AGREEMENT**

#### **1. THE RENTAL AND SERVICE AGREEMENT**

The Landlord rents to the Tenant, who leases the Unit situated on the Premises on the terms and conditions set out herein.

#### **2. PERIOD OF AGREEMENT**

This Agreement shall commence on the Effective Date for a fixed term and end on the last day of the Rental Period being the Termination Date as per the Signature Page.

#### **3. DEPOSIT**

The Tenant pre-paid the Booking and Administrative Fee and the Deposit as per the Application and Booking Form.

#### **4. PAYMENT OF RENT BY THE TENANT**

The yearly Rental Amount payable by the Tenant to the Landlord and the payment dates are set out in the Booking Confirmation Letter. The Rental Amount must be paid without deductions as per the Booking Confirmation Letter.

The Tenant will be liable for interest on any late payments calculated from the due date to the date of final payment at a rate of 15.5 % per year with an additional administrative fee of R350 per default event.

#### **5. WATER, ELECTRICITY AND GAS**

The Unit and Communal Areas have prepaid electrical meters and where applicable, gas bottles. It is the Tenant's responsibility to purchase electricity for his own Unit. The tenants of the Building are collectively responsible to purchase electricity and gas for the Communal Areas. Water is included in the Rental Amount, but additional tariff and usage increases by the Stellenbosch Municipality relating to water restrictions and excess water usage will be for the tenants of the Building's joint account.

#### **6. TENANT'S DUTIES AND OBLIGATIONS**

The Unit is a student-only residence, for occupation by students for educational purposes, whilst registered fulltime at a recognised educational institution. The Unit and Communal Areas must be used with care and with due regard for other tenants and in accordance with the House Rules. The Tenant will return the Unit and the Communal Area on the Termination Date, in the same good order and condition, fair wear and tear excepted, as he received it.

#### **7. UNIT IN GOOD CONDITION**

The Tenant acknowledges that he has inspected the Unit and the Communal Areas and expressly agrees to accept the Unit and the Premises in the condition as it stands. A list of damages, if any, will be submitted by the Tenant per email to the Agent within 7 (seven) days of occupation of the Unit. Should the Tenant fail to do so, the Unit and the Premises will be deemed free of defects.

#### **8. HOUSE RULES**

The Tenant acknowledges that he has read, understands and is bound by the House Rules

and that the House Rules are an essential part of this Agreement. A breach of the House Rules constitutes a breach of this Agreement. The Landlord expressly reserves the right to amend any House Rule at any time and will publish such amended House Rules on its website.

#### **9. SUB LEASING AND OCCUPATION**

No sub leasing is allowed and only one person may occupy the Unit at any time.

#### **10. LANDLORD'S RIGHTS AND OBLIGATIONS**

The Landlord shall maintain the exterior of the Building and keep it in good order and condition and be entitled to enter and inspect the Premises at all reasonable times plus erect building equipment and carry out repairs provided that the Landlord does not unreasonably or unnecessarily interfere with the Tenant's rights and provided further that the Landlord carries out the work as quickly as possible in the circumstances. The Landlord is entitled to show the Premises to prospective new tenants on one day's notice to the Student.

#### **11. DESTRUCTION OF/OR DAMAGE TO PREMISES**

11.1 If the Unit is destroyed or damaged to an extent which prevents the Tenant from having substantial beneficial occupation of the Unit, the Landlord shall reinstate the Unit (and if necessary, the Building) at its cost as quickly as possible in the circumstances. If it is not possible for the Landlord to reinstate the Unit within 2 (two) months of such damage or destruction, the Tenant shall be entitled to cancel this Agreement by giving written notice to the Landlord to that effect.

11.2 The Tenant shall not be liable for any Rental Amount for so long as he is deprived of beneficial occupation of the Unit but shall make payment of the rental due on a *pro rata* basis from time to time should he be given beneficial occupation of any part.

11.3 The Tenant shall have no claim against the Landlord as a result of the destruction or damage.

#### **12. BREACH AND CANCELLATION**

##### **12.1 Landlord's right to cancel**

If the Tenant fails to pay any amount due by it in terms of this Agreement on the due date thereof or commits any other material breach of this Agreement, and fails to make such payment or to remedy such breach within a period of 10 (ten) Business Days after receipt of written notice to that effect, the Landlord shall be entitled to, without further notice to the Tenant, cancel this Agreement without prejudice to any claim of any nature whatsoever which it may have against the Tenant as a result thereof.

##### **12.2 Tenant's right to cancel**

If the Tenant wishes to cancel this Agreement prior to the Termination Date, in terms of his right to do so as granted by the Consumer Protection

Act, **the Tenant shall give the Landlord at least 20 (twenty) Business Days written notice of its intention to do so.** In the event of such a requested cancellation, the Tenant will remain liable for the Rental Amount together with any other amounts due to the Landlord up to the cancellation date, plus a reasonable cancellation penalty based on, amongst other factors, the Rental Amount payable, the remaining duration of the Agreement and the prospect for re-letting. The Parties agree that if a suitable replacement tenant is not procured to replace the tenant prior to the cancellation date, the Landlord shall be entitled to charge a minimum cancellation penalty equal to 3 (three) months' rent plus an administration fee of R1,000.

Should any dispute arise as a result of this Agreement the Parties agree to the jurisdiction of the Stellenbosch Magistrate's Court.

#### **13. INSURANCE**

The Tenant shall be responsible for his own short term insurance during the term of this Agreement for all items brought onto and kept on the Premises.

#### **14. MOVING IN TO THE UNIT**

The Tenant will be entitled to occupation of the Unit on the Effective Date as per the Signature Page.

#### **15. VACATING THE UNIT**

The Tenant shall on the Termination Date of this Agreement (for whatever reason) immediately vacate the Unit and at his cost, restore possession of the Unit and all keys, remotes, tags for the Premises to the Landlord in the same good order and condition as he received it, fair wear and tear excepted. Upon termination of this Agreement, the Tenant will arrange a joint inspection of the Unit with the Landlord at a mutually convenient time to determine if any damage was caused to the Unit during the Tenant's occupation thereof. If the Tenant fails to arrange such an inspection or fails to attend such mutually arranged inspection, the Landlord will inspect the Unit without the Tenant being present and its inspection sheet shall be final and binding on the Parties as to the condition of the Unit and the Communal Areas on the Termination Date.

#### **16. CHOSEN ADDRESS FOR RECEIVING NOTICES**

The Parties choose as their service address for all purposes under this Agreement, whether in respect of court process, notices or other documents or communications of whatsoever nature, the addresses as per the Signature Page. Any notice or communication required or permitted to be given in terms of this Agreement shall be valid and effective only if reduced to writing notice per email will be acceptable.

#### **17. INITIAL BOOKING & ADMINISTRATIVE FEE**

The Tenant pre-paid a Booking and Administrative Fee as set out in the Application and Booking Form.

#### **18. GOOD FAITH**

The Parties shall in their dealings with each other display good faith.

#### **19. INDEMNITIES**

The Landlord and its Agent shall not be liable for any loss, damages or injury suffered directly or indirectly by the Tenant or its visitors, arising from any cause whatsoever and the Tenant herewith expressly indemnifies the Landlord and its Agents against any loss, damage or injury which may arise from the use of the Premises as a whole / any part thereof.

#### **20. WHOLE AGREEMENT, NO AMENDMENT**

This Agreement constitutes the whole agreement between the Parties relating to the subject matter hereof and supersedes any other discussions, agreements and/or understandings regarding the subject matter hereof. No amendment or consensual cancellation of this Agreement or any provision or term hereof and no settlement of any disputes arising under this Agreement and no extension of time, waiver or relaxation or suspension of/ or agreement not to enforce or to suspend or postpone the enforcement of any of the provisions or terms of this Agreement shall be binding unless recorded in writing and signed by both parties (or in the case of an extension of time, waiver or relaxation or suspension, signed by the party granting such extension, waiver or relaxation). Any such extension, waiver or relaxation or suspension which is so given or made shall be strictly construed as relating strictly to the matter in respect whereof it was made or given. No extension of time or waiver or relaxation of any of the provisions or terms of this Agreement shall operate as an estoppel against any party in respect of its rights under this Agreement, nor shall it operate so as to preclude such party (save as to any extension, waiver or relaxation actually given) thereafter from exercising its rights strictly in accordance with this Agreement. To the extent permissible by law no party shall be bound by any express or implied or tacit term, representation, warranty, promise or the like not recorded herein, whether it induced the contract and/or whether it was negligent or not.

## 21. DEFINITIONS TO THIS AGREEMENT

- 21.1. “**Agent**” means the agent for the Landlord, Propnet South Africa (Pty) Ltd, a company duly registered with registration number 2014/074523/07;
- 21.2. “**Agreement**” means this Agreement between and any Annexures thereto which the Parties, by signing the Signature Page confirms and acknowledges that they have read, agree to and understand the contents of;
- 21.3. “**Annexure(s)**” means documents forming part of this Agreement, namely the completed Application and Booking Form, the Booking Confirmation Letter, the Signature Page and the House Rules;
- 21.4. “**Application and Booking Form**” means the Application and Booking Form completed by the Tenant and submitted to the Agent on the Booking Date;
- 21.5. “**Booking and Administrative Fee**” means the non-refundable administrative fee levied by the Landlord per the Application and Booking Form and any other administrative fees levies from time to time;
- 21.6. “**Booking Confirmation Letter**” means the Booking Confirmation Letter confirming the booking, allocated Premises and Unit with final account details;
- 21.7. “**Booking Date**” means the date of submission of the Application and Booking Form with payment of the Administrative Fee and the Deposit by the Tenant;
- 21.8. “**Building**” means the building in which the Unit is situated as identified in the Booking Confirmation Letter;
- 21.9. “**Business Day**” means any day of the week, excluding Saturday, Sundays and public holidays;
- 21.10. “**Communal Area/s**” means the communal area(s) on the Premises and including the heat pumps and the electrical fencing;
- 21.11. “**Consumer Protection Act**” means Act 68 of 2008 as amended from time to time;
- 21.12. “**Deposit**” means the deposit paid by the Tenant on the Booking Date. The Landlord will pay the Deposit to a bank account of its choice, to be refunded to the Tenant with interest (less administrative fees levied by the Landlord’s Agent on interest earned), into the bank account of the Tenant (indicated on the completed Application and Booking Form), within 21 days of the termination of the Agreement, subject to deduction of any amounts owed by the Tenant to the Landlord such as, but not limited to damages caused inclusive of broken, damaged, stained and/or missing Fixtures and Fittings, painting of the Unit and the Communal Area; replacement of lost keys/ cards, any unpaid Rental Amounts, fines and/or any other costs due to the Landlord;
- 21.13. “**Effective Date**” means the date when the Tenant is entitled to occupy the Unit as per the Signature Page;
- 21.14. “**Fixtures and Fittings**” means all fixtures, fittings, appliances and furniture supplied by the Landlord in the Unit and in the Building as fully described in the check-in sheet received by the Student on the Effective Date;
- 21.15. “**House Rules**” means the house rules applicable to all tenants and their visitors as amended from time to time and thereafter published on the Landlord’s website;
- 21.16. “**Landlord**” means the Landlord as per the Signature Page, herein and in all matters pertaining to the rental of the Unit, duly represented by its Agent;
- 21.17. “**Month**” means a calendar month;
- 21.18. “**Parties**” means the signatories to this Agreement as per the Signature Page;
- 21.19. “**Premises**” means the entire erf with the Building and the units situated thereon;
- 21.20. “**Rental Amount**” means the amount as set out in the Booking Confirmation Letter, being the yearly rent payable by the Tenant in order for the Student to occupy the Unit and includes the services as per the Signature Page;
- 21.21. “**Rental Period**” means the fixed period of this Agreement as per the Booking Confirmation Letter, starting on the Effective Date and ending on the Termination Date;
- 21.22. “**Signature Date**” means the date on which this Agreement is signed by the last party to do so;
- 21.23. “**Signature Page**” means the Signature Page of this Agreement, signed by the Parties;
- 21.24. “**Student**” means the registered student with details per the completed Application and Booking Form, who will be occupying the Unit for the Rental Period and for whose right to occupancy the Tenant has entered into this Agreement. Any obligation, right and/or duty conferred in this Agreement on the Tenant is also an obligation, right and/or duty of the Student and therefore any reference in this Agreement to the Tenant will include the Student, and vice versa;

- 21.25. "**Tenant**" means the person as identified as such in the Application and Booking Form;
- 21.26. "**Termination Date**" means the date when the Unit must be vacated as per the Signature Page, or such earlier termination date in terms of this Agreement.
- 21.27. "**Unit**" means the individual unit to be occupied by the Student as identified in the Booking Confirmation Letter.