

AGREEMENT

BETWEEN

**KOVACS STUDENT HOUSING WESTERN CAPE (PROPRIETARY) LIMITED**  
("THE LANDLORD")

---

("THE LESSEE")/ STUDENT NAME

1. PREAMBLE

- 1.1 The Landlord has constructed the Development for purposes of the provision of student residential accommodation to students of the University.
- 1.2 The Landlord has the right to sublet student accommodation units and has agreed to let to the Lessee the Leased Premises subject to the terms and conditions contained herein.

2. DEFINITIONS

In this Lease, unless the context clearly otherwise indicates:

- 2.1 the Buildings shall mean the buildings comprising the Development wherein the Leased Premises is situated and Building shall mean any one of them, or specifically the building wherein the Leased Premises is situated, as the context may require;
- 2.2 the Commencement Date shall mean the date as stated in section 11 of the Schedule;
- 2.3 the Conduct of Code shall mean the code of conduct and rules governing occupation of the Leased Premises, as may be amended from time to time, a current copy whereof is annexed hereto marked B;
- 2.4 Deposit shall mean the deposit amount contemplated in clause 5.1 and stipulated in section 13 of the Schedule;
- 2.5 the Development shall mean the buildings, landscaping and parking erected and to be erected as the student residential accommodation complex known as UWC Student Housing Village, ;
- 2.6 the Landlord shall mean Kovacs Student Housing Western Cape (Proprietary) Limited, registration number 2008/020739/07;

- 2.7 the/this Lease shall mean the agreement of lease set out herein, including the Schedule hereto;
- 2.8 the Lease Period shall mean the period stated in section 10 of the Schedule;
- 2.9 the Leased Premises shall mean the Unit in the Development as indicated in section 7 of the Schedule, together with the furniture therein, to be shared by the Lessee with such other number of persons as may be provided for in the design of the Units;
- 2.10 the Lessee shall mean the natural person named in section 1 of the Schedule, who shall be a registered student of the University or otherwise authorized by the University to occupy the Leased Premises;
- 2.11 Rental shall mean the rental amount payable by the Lessee to the Landlord annually in respect of the Leased Premises in terms of this Lease, which amount and terms of payment is set out in Schedule;
- 2.12 Rental Housing Act shall mean the Rental Housing Act, No 50 of 1999;
- 2.13 the Schedule shall mean the Schedule attached hereto as Annexure A, forming part of this Lease;
- 2.14 Termination Date shall mean the date specified as such in the Schedule;
- 2.15 University shall mean the University of the Western Cape;
- 2.16 VAT shall mean value-added tax in terms of the Value Added Tax Act, No 89 of 1991.
- 2.11 All annexures to and attached to this Lease shall be deemed to be part of this Lease as if specifically incorporated.
- 2.12 Words importing any one gender shall include the other two and words importing the singular shall include the plural and vice versa.

2.13 All terms referred to in the Schedule shall have the meanings as are assigned to them therein.

2.15 The headings are used for reference only and are in no way to be deemed to correspond, modify, amplify or aid in the interpretation of this Lease.

### 3. LEASE

The Landlord hereby lets to the Lessee who hereby hires the Leased Premises on the terms and conditions set out hereinafter and in the Schedule annexed hereto.

### 4. LEASE PERIOD

The Lease shall commence on the Commencement Date and terminate on the Termination Date, unless terminated earlier in accordance with the provisions of this Lease

### 5. DEPOSIT

5.1 The Lessee shall pay a deposit in respect of its obligations in terms of this Lease equal to the amount reflected in section 13 of the Schedule, on the Signature Date.

5.2 The Deposit may be appropriated by the Landlord against any amount which may be due and owing at any time during the currency of the Lease and may be retained by the Landlord, when the balance, if any, shall be returned to the Lessee without interest and less any deductions for any damage claimable in terms of clause 7.6 or otherwise. or other unpaid amounts owing to the Landlord in terms of this Lease.

5.3 In the case of appropriation by the Landlord during the period of the Lease, the Lessee shall on demand pay to the Landlord the amount necessary to restore the Deposit to its original sum.

### 6. RENTAL

- 6.1 As consideration for the use and enjoyment of the Leased Premises, the Lessee shall pay to the Landlord the Rental, without any set-off or deduction, in accordance with the payment schedule and into the nominated bank account, as set out in the Schedule.
- 6.2 The Lessee shall pay to the Landlord the Annual Rental indicated in section 8 of the Schedule as follows:
- 6.2.1 The amount indicated in section 9a of the Schedule upon signature of this lease agreement, upon further terms as stipulated by the Landlord;
- 6.2.2 The balance of the Annual Rental, indicated in section 9b on or before 30 April of the relevant year.
- 6.3 It is recorded and agreed that the amounts referred to in sub-clauses 6.2.1 and 6.2.2 shall be held by the Landlord on behalf of the lessee, until the Commencement Date, at which point the Landlord shall be entitled to the rental so paid, provided that the Landlord tendered occupation of the Leased Premises to the Lessee.
- 6.4 The balance of the annual Rental payable in terms of clause 6.2.2 above, shall be secured by the provision of a surety by parent/sponsor or on such further terms and conditions acceptable to the Landlord. The surety shall be submitted to the Landlord, no later than the date of signature of this lease by the Lessee.

## 7. USE OF THE LEASED PREMISES

- 7.1 The Leased Premises shall be used by the Lessee for residential accommodation purposes only, and only by registered students of the University or such other persons as are specifically authorized by Kovacs in writing.
- 7.2 The use of the Leased Premises is always subject to the provisions of the Code of Conduct and the rules and regulations of the University.

- 7.3 The Leased Premises shall not be occupied by more persons than are indicated in the Lease Agreement. In any event, the Leased Premises shall not be occupied by anyone who has not been identified as the lessee in terms of the Lease Agreement, without the written consent of Kovacs.
- 7.4 The Lessee shall have the right of reasonable use, having regard to the right of other lessees, of the common areas of the Development.
- 7.5 The Lessee will not use or permit the Leased Premises to be used for illegal or improper purposes, or in a manner which creates a nuisance or disturbance to other persons, or is in contravention of the Conduct Code or the rules and regulations of the University.
- 7.6 The Lessee shall be responsible for and make good any loss, damage and unapproved additions and alterations to the Leased Premises and the furniture and fittings therein belonging to the Landlord. The Lessee shall further be responsible for any loss, damage and unapproved additions and alterations to the common areas of the Development and other accommodation units in the Building and the furniture and fittings therein belonging to the Landlord caused by any act or omission on the part of the Lessee or any of its invitees or any other person permitted access to the common areas of the Development by the Lessee.
- 7.7 The Lessee undertakes to comply with the Code of Conduct and the other measures imposed by the Landlord and the University of the Western Cape from time to time and shall ensure that its invitees so comply.
- 7.8 It is recorded that the Conduct Code is compiled in co-operation with the University to ensure a safe, orderly and pleasant living environment conducive to academic success.

## 8. SUB-LETTING, CESSION AND ASSIGNMENT

- 8.1 The Lessee shall not be entitled to sub-let the Leased Premises or cede and assign its rights and obligations in respect of this Lease without the prior written approval of the Landlord.

8.2 Notwithstanding any consent to sub-sublease the Leased Premises, the Lessee shall at all times remain liable for the obligations imposed upon it in terms of this Lease Agreement.

8.3 The Landlord shall be entitled to cede and assign its rights and obligations under this Lease in its discretion and the Lessee hereby consents to such cession and assignment to the extent necessary.

9. VAT

9.1 It is recorded that the land on which the Development is situated has always been ear-marked by the University for the purposes of student residential accommodation for students of the University.

9.2 Accordingly, it is the specific intention of the Landlord and the University that the lease of the Leased Premises to students is a lease of student residential accommodation that is not subject to VAT.

9.3 No VAT is charged by the Landlord to the Lessee in terms of this agreement and the Rental payable is exclusive of VAT.

10. GENERAL DUTIES OF THE LESSEE

The Lessee shall, in addition to any other duties and obligations imposed upon it elsewhere in this Lease:

10.1 prevent any blockage of any sewerage or water pipes or drains in or used in connection with the Leased Premises;

10.2 care for and clean the interior of the Leased Premises and common kitchens, bathrooms and living areas and all furniture and fittings and re-deliver same to the Landlord at the end of the Lease Period in good order and condition, fair wear and tear excepted;

- 10.3 ensure that all vehicles driven by it or its invitees shall not obstruct the free flow of traffic within the Development, or obstruct the entrances or exits of the driveway(s) of the Development;
- 10.4 not park or leave or permit the parking or leaving of motor vehicles, bicycles or motor cycles anywhere within the Development without the a permit obtained from the Landlord for such purpose, which permit must be renewed on an annual basis with the valid annual permits to be affixed to the windscreen of the relevant vehicle at all times;
- 10.5 not make any alterations or additions to the Leased Premises;
- 10.6 ensure that refuse is placed in designated refuse bins;
- 10.7 not place any unsafe or heavy article in the Leased Premises without the prior written consent of the Landlord;
- 10.8 not drive or permit to be driven into the walls, ceilings or floors of the Leased Premises nails, screws or any other objects;
- 10.9 not store or permit any goods to be stored outside the Leased Premises;
- 10.10 not interfere with, alter or overload any electrical installations of the Buildings;
- 10.11 ensure that fused or otherwise defective light bulbs are replaced;
- 10.12 not at any time bring or allow to be brought or kept on the Leased Premises or in the Building, or anywhere within the Development, nor do, nor permit to be carried on, in the Premises, the Building or the Property, any matter or thing or activity whereby the fire or any other insurance policy in respect of the Building may be vitiated or whereby the premium for any such insurance may be increased. If insurance premiums are increased as a result of a contravention, the Landlord, without prejudice to any of its rights hereunder, shall be entitled to recover from the Lessee the total amount of such additional premiums paid or other payments made in consequence. The Lessee shall be responsible for insurance of all personal effects;



10.13 not allow any pets in or about the Leased Premises or the Development.

11. GENERAL RIGHTS AND OBLIGATIONS OF THE LANDLORD

11.1 The Landlord shall, in respect of the Development be responsible for:

11.2.1 the keeping and maintaining of the interior and exterior of the Building and the Development as a whole in good order and condition, fair wear and tear excepted ;

11.2.2 insurance of the building structure;

11.2.3 implementation, operation and maintenance of the security system;

11.2.4 payment of all service fees and other taxes and charges to the relevant authorities;

11.2.5 access control and right of entry.

11.2 The Landlord shall be entitled to inspect the Leased Premises at all reasonable times.

11.3 The Landlord or a contractor employed by the Landlord shall be entitled at any time for the purposes of fulfilling its obligations in terms of this clause 11, or to carry out any repairs, additions or alterations to the Leased Premises which the Landlord is required from time to time to carry out by any competent authority, to such right of access to the Leased Premises as is reasonably necessary for the carrying out of that work, provided that the Landlord and / or his contractor:

11.2.1 shall not unnecessarily or unreasonably interfere with the occupation of the Leased premises during the carrying out of work, but the Lessee shall under no circumstances have any claim against the Landlord or the contractor for loss of beneficial occupation or otherwise, and it is specifically agreed that neither the Landlord nor the contractor shall be liable for any loss or damage to person or property arising out of such operations and

the Lessee indemnifies the Landlord and the contractor accordingly;

11.2.2 shall carry out such work as quickly as possible in the circumstances.

12. CONDITION OF THE LEASED PREMISES

The Lessee shall within 3 (three) days of the date upon which it takes occupation of the Leased Premises notify the Landlord in writing if the Leased Premises or any of the appurtenances or contents thereof belonging to the Landlord are in a defective state of repair or are not in conformity with the requirements of this Lease. Failing such notification, the Lessee shall be deemed to have received the Leased Premises, together with such appurtenances and contents in good order and condition. Upon receipt of any such notification, the Landlord shall remedy established defects as soon as reasonably possible having regard to the nature of the defects.

13. DAMAGE BY FIRE AND OTHER CAUSES

13.1 Should the Building be damaged or destroyed during the continuance of this Lease Agreement in such manner as to render the Leased Premises untenable, then the Leased Premises shall be vacated by the Lessee and the operation of this Lease shall be suspended on the date of such occurrence until the date that the Leased Premises is rebuilt and ready for re-occupation as certified by a professional architect, whereafter this Lease shall resume.

13.2 Should the Termination Date fall in the period of suspension, this Lease Agreement shall terminate upon the Termination Date and nothing in this clause 13 shall allow the Lessee to occupy the Leased Premises or extend the operation of this Lease Agreement for any period beyond the Termination Date.

13.3 Upon such suspension neither party shall have any right or claim against the other, either for damages or otherwise, in consequence of or by reason of any deprivation of beneficial occupation or use or in consequence of or

arising out of any loss or destruction of or damage to furniture, fixtures, fittings, or any other property belonging to the Lessee, save that -

- 13.2.1 the Lessee shall be bound and obliged to pay to the Landlord the monthly rental and such other amounts as are payable by the Lessee in terms of this Lease Agreement, calculated up to the date of suspension of the Lease Agreement; and
- 13.2.2 the Landlord shall upon the date of re-occupation as certified above, pay to the Lessee a pro rata share of the Rental representing the period of suspension up to the Termination Date or the certified date of re-occupation, whichever occurred first.
- 13.4 In the event of such an occurrence the Landlord shall be obliged to proceed expeditiously with the repair and reinstatement of the Leased Premises so as to enable the Lessee to enjoy occupation and use of the Leased Premises.
- 13.5 Any dispute as to whether the Leased Premises is untenable or not or in respect of the period of suspension shall be referred to an independent architect agreed to by the parties and failing such agreement, appointed by the S A Institute of Architects, who shall act as an expert and whose decision shall be final and binding on the parties. The liability for the cost of such adjudication shall be determined by the expert based on the relative success of the parties thereto.
- 13.6 Subject to clause 14, in the event that any damage to or destruction of the Leased Premises is caused by an act or omission for which any of the parties are liable in terms of this Lease or the law, nothing in this clause 14 shall preclude the other party from pursuing the additional or alternative actions or remedies available to it, whether in terms of this Lease or the law.

#### 14. INDEMNITY AND LIABILITY OF LANDLORD

- 14.1 In this clause 14, the Lessee's sub-lessees, officers, family, guests, employees, agents, contractors, concessionaires, and the occupant(s) of the Leased Premises shall be collectively referred to as "Invitees".

- 14.2 Neither the Lessee nor its Invitees shall have any claim against the Landlord or the Landlord's directors, employees, servants, officials or agents for any loss, damage or injury, nor shall the Lessee have any claim for remission or withholding of the lease premium, monthly rental or any other amount due hereunder nor for cancellation of this Lease, arising directly or indirectly from breach by the Landlord of its obligations under the Lease; performance by the Landlord of its obligations under the Lease (provided that the Landlord shall interfere with the Lessee as little as is reasonably possible in so performing); theft from the Leased Premises or the Development; failure or interruption or malfunction of services to the Development or Building; vis major, casus fortuitus or any other cause wholly or partly beyond the Landlord's control; and notwithstanding any negligence by the Landlord or the Landlord's directors, employees, servants, officials or agents. The Lessee is advised to insure its interests accordingly.
- 14.3 Notwithstanding the provisions of clause 14.2 above, the Landlord shall not be excused from specific performance of any of its obligations under this Lease, including without limitation its obligations to give the Lessee occupation and enjoyment of the Leased Premises.
- 14.4 The Lessee hereby indemnifies the Landlord and his directors, employees, servants, officials and agents and holds the Landlord harmless against any claim by any Invitee of the Lessee or any other third party for any loss, claims, damage or injury arising directly or indirectly from any occurrence in, upon or at the Leased Premises or the Development.
- 14.5 Should the Landlord, without fault on its part, be made a party to any litigation by or against the Lessee, the Lessee indemnifies the Landlord and holds the Landlord harmless against all such claims and shall pay all costs, expenses and legal fees reasonably incurred or paid, or required to be paid by the Landlord in connection with such litigation.

15. COMPLIANCE WITH LAWS

The Lessee shall comply with all laws, by-laws, Ordinances and regulations (including the Code of Conduct and rules laid down by the Landlord and the University) relating to the lessees or occupiers of the Leased Premises, the Building or the Development.

16. DEFAULT / TERMINATION

16.1 In the event that –

16.2.1 the Lessee shall fail to carry out or comply with any of the terms or conditions of this Lease or shall fail to make any of the payments required under any clause of this Lease, including, without limitation, the Rental, and persist in any such failure for 14 (fourteen) days after the Landlord has given the Lessee written notice requiring such default to be remedied; or

16.2.2 the Lessee shall go into voluntary or compulsory liquidation or shall become insolvent or shall call a meeting of its creditors or shall enter into any arrangement or compromise or composition with its creditors; or

16.2.3 the Lessee is expelled from the University or otherwise ceases to be a student registered at the University;

then and in such event the Landlord shall be entitled forthwith and without any further or prior notice to terminate this Lease and reclaim possession of the Leased Premises by written notice to the Lessee and without prejudice to all rights of the Landlord to sue for and recover any payment or moneys due or damages for breach of contract or otherwise howsoever.

16.2 The Landlord shall be entitled to retain any payment made by the Lessee prior to termination until the actual amount has been determined and thereupon set off damages against the amounts so held. Any waiver by the Landlord of any right of termination in terms of this clause 16 shall not be deemed in any way to prejudice the Landlord's rights in respect of any subsequent breach of this Lease, or otherwise.

- 16.3 Unless the Landlord has failed to provide occupation of the Leased Premises on the Commencement Date or within a reasonable period thereafter, following a written notice by the Lessee to the Landlord requiring occupation, the Lessee shall have no claim, whatsoever, for repayment of the Rental or part thereof paid by the Lessee upon termination of this Lease.
- 16.4 Notwithstanding anything to the contrary contained in clauses 16.1 and 16.2 above, the Landlord shall not be obliged to give in respect of any period of 12 (twelve) consecutive months during the currency of this Lease more than two notices arising from a breach in terms of clauses 16.1 and 16.2, and shall thereafter be entitled to the remedies set out above without notice in the event of any further breach.

17. HOLDING OVER

In the event of the Landlord canceling this Lease and the Lessee disputing the right to cancel and remaining in occupation of the Leased Premises, the Lessee shall, pending the determination of such dispute by litigation or otherwise, continue to pay to the Landlord the Rental and other sums payable hereunder on the date or dates when such rental or other sums would have been due but for the cancellation, and the Landlord shall be entitled to accept and recover such payments.

The acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Landlord's rights then in dispute. Should the dispute be determined in favour of the Landlord, the payments made and received in terms of this clause 17 shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Landlord by reason of the cancellation of the Lease Agreement and/or the unlawful holding over by the Lessee.

18. JURISDICTION AND LAW

At the option of the Landlord, any action or application arising out of this Lease Agreement or any suretyship furnished for the obligations of the Lessee hereunder may be brought in any Magistrate's Court having jurisdiction in respect of the Lessee or the sureties, as the case may be, notwithstanding that the amount in issue may exceed the jurisdiction of such Court. This Lease Agreement shall be interpreted according to the laws of the Republic of South Africa.

19. NOTICES AND DOMICILIA

19.1 The Parties select as their respective domicilia citandi et executandi the following physical addresses, and for the purposes of giving or sending any notice provided for or required under this Agreement, the said physical addresses as well as the following telefax numbers –

<u>Name</u>	<u>Physical Address</u>	<u>Telefax</u>
Kovacs Student Housing Western Cape	Residence Way University of Western Cape Modderdam Road Cape Town	021 959 9501

<u>Student Name</u>	<u>Physical Address</u>	<u>Telefax</u>
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Marked for the attention of: (Parent/Student): .....

provided that a Party may change its domicilium or its address for the purposes of notices to any other physical address or telefax number by written notice to the other Party to that effect. Such change of address will be effective 5 (five) business days after receipt of the notice of the change.

19.2 All notices to be given in terms of this Agreement will be given in writing and will –

19.2.1 be delivered by hand or sent by telefax;

19.2.2 if delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on a day which is not a business day will be presumed to have been received on the following business day; and

19.2.3 if sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

19.3 Notwithstanding the above, any notice given in writing, and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause 19.

## 20. COSTS

20.1 In the event of the Landlord instructing its attorneys to take measures for the enforcement of any of the Landlord's rights under this Lease, the Lessee shall pay to the Landlord such collection charges, tracing fees and other legal costs, on an attorney and own client basis, as shall be lawfully charged by such attorneys to the Landlord, on demand made therefore by the Landlord.

20.2 Without prejudice to any of the Landlord's other rights and remedies of the Landlord, the lessee shall pay interest at a rate two per cent above the prime bank overdraft rate charged by the Landlord's bankers from time to time during the period while the payment is outstanding on all amounts due by him to the Landlord in terms of or arising out of this Lease, including any monies disbursed by the Landlord on behalf of the Lessee.

## 21. SURETYSHIP

21.1 The parent, guardian or sponsor of the Lessee shall secure the obligations of the lessee in terms of this Agreement in the form of the Suretyship attached hereto marked Annexure "C".



## 22. GENERAL

- 22.1 This Lease Agreement constitutes the whole agreement between the parties and no warranties or representations, whether express or implied, not stated herein shall be binding on the parties. No agreement at variance with the terms and conditions of this Lease Agreement shall be binding on the parties unless reduced to a written agreement signed by or on behalf of the parties.
- 22.2 No relaxation or indulgence which the Landlord may show to the Lessee shall in any way prejudice its rights hereunder and, in particular, no acceptance by the Landlord of rental or any other payment after due date (whether on one or more occasions) shall preclude or stop it from exercising any rights enjoyed by it hereunder by reason of any subsequent payment not being made strictly on due date.
- 22.3 Unless otherwise stated by the Landlord in writing, the receipt by the Landlord or his agent of any Rental or other payment shall in no way whatsoever prejudice or operate as a waiver, rescission or abandonment of any cancellation or right of cancellation effected or acquired prior to such receipt.
- 22.4 The Landlord shall be entitled in its sole and absolute discretion to appropriate any amounts received from the Lessee towards the payment of any cause of debt or amounts owing by the Lessee to the Landlord whatsoever.
- 22.5 In the event of any form of tax or levy imposed by the Government of the Republic of South Africa or a regional, local or other competent authority, being or becoming payable by the Landlord on the Rental or any other amount due by the Lessee in terms of this Lease Agreement, the Lessee shall bear and be liable for such tax, the amount of which shall be added to and be payable with such amount, and subject to all the terms and conditions upon which such payment is to be effected. In the event of the Landlord effecting payment thereof prior to the Lessee paying the said tax or levy to the Landlord, the Lessee shall refund to the Landlord on demand such tax or other levy paid by the Landlord on behalf of the Lessee.

22.6 The Lessee's obligation to pay any amounts due in terms of this Lease shall survive any expiration or termination of this Lease.

22.7 In the event of there being any dispute between the Landlord and the Lessee as to whether the Landlord has unreasonably withheld its consent or approval in any case where this Lease precludes the Landlord from withholding its consent or approval unreasonably, the onus shall be on the Lessee to prove that the Landlord has withheld its consent or approval unreasonably.

**LESSEE / STUDENT**

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_  
FULL NAMES OF LESSEE/STUDENT

\_\_\_\_\_  
SIGNATURE OF LESSEE,  
WHO WARRANTS THAT HE IS DULY  
AUTHORISED HERETO

**PARENT/GUARDIAN**

\_\_\_\_\_  
FULL NAME OF PARENT

\_\_\_\_\_  
SIGNATURE OF PARENT

By Signature hereto, the parent/guardian stands as surety for the due fulfillment of the obligations of the lessee, and indemnifies the Landlord against all claims as a result of the conduct of the lessee.

**LANDLORD**

SIGNED AT \_\_\_\_\_ ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_

WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
FOR AND ON BEHALF OF THE  
LANDLORD

Annexure A

SCHEDULE TO THE AGREEMENT OF LEASE  
BETWEEN THE LANDLORD AND LESSEE

1. NAME OF LESSEE/STUDENT:

\_\_\_\_\_

2. PHYSICAL ADDRESS OF LESSEE:

\_\_\_\_\_

POSTAL ADDRESS OF LESSEE:

\_\_\_\_\_

3. LESSEE'S CONTACT NUMBERS:

(H) \_\_\_\_\_

(W) \_\_\_\_\_

FAX \_\_\_\_\_

E-MAIL \_\_\_\_\_

ID \_\_\_\_\_

4. NAME OF LANDLORD: Kovacs Student Housing Western Cape (Pty) Ltd

## 5. ADDRESS OF LANDLORD:

Residence Way

University of Western

Cape

Modderdam Road

Cape Town

7700

## 6. LANDLORD'S CONTACT NUMBERS:

TELEPHONE: +27 (0) 21 959 9500

FAX: +27 (0) 866 899 843/021 959 9501

E-MAIL: info@kovacsuwc.co.za

## 7. LEASED PREMISES: (Room number will be allocated)

\_\_\_\_\_

## 8. ANNUAL RENTAL

- R 28 000 (per person, single room semi private)
- R 27 000 (per person, sharing double room)
- R 27 000 (per person, single room communal bathrooms)
- R 29 000 (per person, corner room)
- Disabled Person's Room

## 9. PAYMENT OF RENTAL:

[Non- South African students pay the full residence fee before occupation (9a).

South-African students pay in two equal parts (9b)]

## 9a. RENTAL PAYMENT PRIOR TO OCCUPATION:

R\_\_\_\_\_

## 9b. BALANCE OF RENTAL BY 30 APRIL:

R\_\_\_\_\_

## 10. LEASE PERIOD: Period within an academic year as agreed between parties

11. COMMENCEMENT DATE: \_\_\_\_\_
12. TERMINATION DATE: 24hrs after final exam/re-evaluation
13. DEPOSIT IN RESPECT OF CLAUSE 5 R 2900.00

Annexure C

SURETYSHIP

given by

.....(PARENT NAME)

ID No.....(PARENT ID)

("the Surety")

in favour of

**KOVACS STUDENT HOUSING WESTERN CAPE (PROPRIETARY) LIMITED**

("the Lessor")

The Surety hereby interposes and binds himself as surety for and co-principal debtor in solidum with -

..... (STUDENT NAME)

("the Lessee")

for the due fulfilment by the Lessee to the Lessor of all obligations owing by the Lessee to the Lessor, arising from the lease agreement between the Lessee and Lessor to lease accommodation at the University of Western Cape, as well as in consequence of the termination thereof.

#### ADMISSIONS AND WAIVERS

The Surety hereby agrees and declares that all admissions and acknowledgements of indebtedness by the Lessee shall be binding on the Surety. The Lessor shall be at liberty, whether before or after the obligation has fallen due for performance and without affecting the rights of the Lessor hereunder, to release securities and to give time to or compound or make any other arrangements with the Lessee or others without reference to or consent from the Surety.

The Surety hereby waives all rights to rely on prescription of either any principal obligation of the Lessee or any accessory obligation created by this suretyship.

#### INSOLVENCY

In the event of insolvency, composition or compromise, no such insolvency, composition or compromise and no payment/s which the Lessor may receive from the Lessee or anyone else including the Surety shall prejudice the rights of the Lessor to recover from the Surety to the full extent of this suretyship any sum which after the receipt of such payment/s may remain owing by the Lessee.

In the event of any sequestration of the estate of the Lessee the Surety will not be entitled to file or prove any claim against the Lessee or the Lessee's estate in competition with any claim of the Lessor until all amounts (including interest and legal costs) owing by the Lessee to the Lessor have been fully paid. In the event of any composition or compromise by the Lessee, whether in terms of insolvency law or under common law, the Surety will not file or prove any claim against the Lessee or the Lessee's estate in competition with the Lessor.

No leniency, extension of time or waiver which may be granted to the Lessee, whether before or subsequent to any insolvency, composition or compromise, shall be or construed as a waiver of any of the rights or claims of the Lessor against the Surety.



#### PRESENTMENT AND PROTEST

The Surety waives presentment, notice of dishonour and protest of any promissory note, bill of exchange or other negotiable instrument now or hereafter made, drawn, accepted, endorsed or discounted by the Lessee and/or by the Surety, and the Surety's liability in respect of any such instrument will not be affected by any such lack of presentment, notice of dishonour or protest.

#### ASSIGNMENT

The Surety agrees that the Lessor may cede, assign and transfer its rights and claims against the Lessee as well as any benefit under this suretyship to any third party in the discretion of the Lessor, and upon such cession, assignment and transfer the Surety's obligations hereunder as surety for the Lessee will continue in favour and for the benefit of the cessionary, assignee and transferee in respect of the then existing liability of the Lessee at the date of the cession and also in respect of any further liability incurred by the Lessee to the cessionary arising from any cause whatsoever.

#### RENUNCIATION OF BENEFITS

The Surety hereby renounces any benefits of the legal exceptions *ordinis seu excussionis et divisionis, non causa debiti, non numeratae pecuniae, de duobus vel pluribus reis debendi, errore calculi* and revision of accounts, insofar as they or any of them may be applicable. The Surety acknowledges itself to be fully acquainted with the force and effect of the benefits of each of the above legal exceptions.

#### CONTINUING COVERING SECURITY

The Surety agrees and declares that this suretyship is to be in addition to and without prejudice to any other suretyship/s and security/ies now held or hereafter to be held by the Lessor, and that it shall remain in force as a continuing covering security for the past, present and future obligations of the Lessee notwithstanding the Surety's death or legal disability.

#### ADDITIONAL SECURITY

The Surety agrees that the rights of the Lessor under this suretyship will not be affected or diminished by virtue of the Lessor at any time obtaining any additional or other suretyships or other forms of security from the Surety or from any third party in

connection with the obligations of the Lessee.

#### CESSION OF ACTION

The Surety hereby agrees that notwithstanding any part payment hereunder by the Surety or on the Surety's behalf, the Surety will have no right to any cession of action in respect of such part payment and will not be entitled to take any action against the Lessee or against any other surety for the Lessee in respect thereof unless and until the indebtedness of the Lessee to the Lessor shall have been discharged in full.

#### CERTIFICATE

The Surety agrees that the nature and amount of the Surety's indebtedness in terms of this suretyship will at any time be deemed to be adequately proven by a written certificate purporting to have been signed by or on behalf of the Lessor, which certificate will in the absence of manifest error be binding on the Surety and constitute prima facie proof in any legal proceedings against the Surety of the contents thereof and of the amount of the Surety's indebtedness and the fact that such amount is due and payable.

#### INTEREST

Any amount due by the Surety hereunder will carry interest –

at the publicly quoted rate (per cent, per annum) from time to time charged by Standard Bank for similar amounts on unsecured overdraft to its prime customers in good standing in the private sector, as certified by any manager of that bank whose appointment it will not be necessary to prove, calculated on a daily basis and compounded monthly in arrear;

calculated from the date on which the amount became due for payment to the date of actual payment.

#### NOVATION

In the event of the novation of any obligation of the Lessee, the Surety agrees that the Surety shall be liable for the original obligation or, at the election of the Lessor, for the novated obligation, whether or not the Surety was aware of such novation.

## TERMINATION

This suretyship will remain of full force and effect for so long as the Lessee is indebted to or under any obligation or commitment to the Lessor and the Surety shall not be entitled to withdraw or cancel this Suretyship unless and until all indebtedness, commitments and obligations of the Lessee to the Lessor shall have been fully discharged, and then only upon the expiry of 14 (fourteen) days notice in writing given by the Surety to the Lessor.

## JURISDICTION

For purposes of any legal action which may arise from this suretyship, the Surety consents to the jurisdiction of any Magistrate's Court having jurisdiction over the Surety's person, notwithstanding the fact that such action may otherwise be beyond the jurisdiction of such court, and this clause will be construed as constituting the necessary written consent granting jurisdiction to the Magistrate's Court in terms of Section 45 of the Magistrates' Court Act of 1944, as amended.

Notwithstanding the foregoing, the Lessor has the right, in the discretion of the Lessor to institute legal proceedings against the Surety in any other court of competent jurisdiction.

## WARRANTY

The Surety warrants that this suretyship was complete in every respect before signature thereof by the Surety and that the Surety has a material interest in securing the obligations covered by this suretyship.

## NOTICES AND DOMICILIUM

The Surety chooses as domicilium citandi et executandi for the purpose of legal proceedings and for the purposes of giving or sending any notice provided for or necessary in terms of this suretyship, the following addresses -

<u>Physical Address</u>	<u>Postal Address</u>	<u>Telefax No.</u>
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provided that the Surety may change the above domicilium to any other physical address within the Republic of South Africa and the above postal address or telefax

number by written notice to the Lessor to that effect. Such change of address will be effective 7 (seven) days after receipt of notice of the change of domicilium.

All notices to be given in terms of this suretyship will be in writing and -

if delivered by hand during normal business hours, be rebuttably presumed to have been received on the date of delivery;

if sent by prepaid registered post from within the Republic of South Africa be rebuttably presumed to have been received within 7 (seven) business days of posting;

if sent by telefax before 16h30 on a business day be rebuttably presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after 16h30 or on a day which is not a business day will rebuttably be presumed to have been received on the following business day.

Notwithstanding the above, any notice actually received by the Surety will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with the provisions of this clause.

#### GENERAL

This suretyship constitutes the whole of the agreement between the parties hereto relating to the matters dealt with in this suretyship and save to the extent otherwise provided herein no undertaking, representation, term or condition relating to the subject matter of this suretyship not incorporated in this suretyship shall be binding on any of the parties.

No variation, addition, deletion, or agreed cancellation will be of any force or effect unless in writing and signed by or on behalf of both parties.

No relaxation or waiver of any of the terms and conditions of this suretyship by the Lessor will be binding or effectual for any purpose unless in writing and signed by or on behalf of the Lessor. Any such waiver will be effective only in the specific instance and for the purpose given. No failure or delay on the part of the Lessor in exercising any right, power or privilege hereunder will constitute or be deemed to be a waiver thereof, nor will any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Each clause, each of the Surety's obligations, each waiver and acknowledgement by the Surety and each right of the Lessor contained in this suretyship is severable, the one from the other. If any clause, obligation, waiver or right is found to be defective or unenforceable for any reason by any court of competent jurisdiction, the remaining clauses, obligations, waivers and rights shall continue to be of full force and effect.

Save as otherwise herein provided, neither this suretyship nor any part, share or interest therein nor any rights or obligations hereunder may be ceded, assigned, or otherwise transferred without the prior written consent of the other party.

COSTS

Each party agrees to pay its own costs in the execution of this suretyship.

In the event of the Lessor taking any legal action against the Surety in terms of this suretyship, the Surety shall be liable for the Lessor's legal costs as between attorney and own client, including collection commission, tracing fees, valuation charges, transport costs and other expenses in connection therewith.

SIGNED at ..... on ..... 20.....

WITNESSED BY :

For and on behalf of SURETY/PARENT

- 1.
- 2.

\_\_\_\_\_  
who by his signature warrants that he is duly authorised hereto

SIGNED at ..... on ..... 20.....

WITNESSED BY :

For and on behalf of LESSOR/LANDLORD

- 1.
- 2.

\_\_\_\_\_  
who by his signature warrants that he is duly authorised hereto