



**Serviced Student Accommodation**

**Lease Commencement Date** \_\_\_\_\_

**LEASE SCHEDULE**

**1. Lessee**

First Names:	Surname:
Title:	Gender:
Date of Birth:	ID / Passport Number:
E-mail Address:	Country of birth / Citizenship:
Cell Number:	Address to be used for legal purposes on legal documentation (physical address):
Tertiary Education Institution Attending:	Student Number:
Course Attending:	Your year of study in 2025: (1 <sup>st</sup> , 2 <sup>nd</sup> – Honours etc.):
Marital Status:    NO <input type="checkbox"/> YES <input type="checkbox"/>	If yes, list spouse name and phone number below:
Next of Kin (If different to guarantor/parent/guardian, and for emergency purposes):	E-mail Address and Phone Number/s:

Initial Lessee:	Initial Parent / Guardian:	Initial Guarantor:	Initial Landlord:
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**2. Guarantor / Parent / Guardian / Sponsor / Bursar (“Guarantor”) Information**

First Names / Trading Name:	Surname / Registered Name:
ID / Passport / Registration Number:	Relationship to the applicant:
E-mail Address:	Cell Number:
Alternative Contact Number:	Address to be used for legal purposes on legal documentation (physical address):

**3. Lessor:**

Name:	Pinoak Investments Proprietary Limited
Registration Number:	2020/820607/07
Address to be used for legal purposes on legal documentation (physical address):	The Manager’s Office The Digs on Church 21-23 Church Street, Rosebank, Cape Town, Western Cape, 7700
Email:	info@thedigsonchurch.co.za

**4. Premises:**

Room Type:	<b>LUXURY SINGLE PRIVATE ROOM</b>
Parking Bay:	R4,800/year (contact manager’s office)
Furniture Supplied:	Bed with three-quarter mattress, bedside table desk, chair, cupboard, pinboard, wall shelf
Use of Premises:	Student Accommodation
Building:	The buildings constituting The Digs on Church, 21-23 Church Street, Cape Town, Western Cape (“ <b>Building</b> ”)

**5. Lease Period:**

Commencement Date:	1 <sup>st</sup> JANUARY 2025
Termination Date:	31 <sup>st</sup> DECEMBER 2025

**6. Lease Deposit:**

Application Fee:	R 900.00
Breakage Deposit Amount (“ <b>Deposit</b> ”):	R 7,375.00
Payment Date:	On Signature of Lease by Lessor

Initial Lessee:	Initial Parent / Guardian:	Initial Guarantor:	Initial Landlord:
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## 7. Payment Options:

<b>Option A: Annual Instalment 3% Discount</b>	R 85,845.00 (including 3% discount) R 7,375.00 Security Deposit	<input type="checkbox"/>
Total Amount:	<b>R 93,220.00</b>	
Payment Date of First and Only Instalment:	ON SIGNING LEASE	
<b>Option B: Biannual Instalments 2.5% Discount</b>	R 86,287.50 (including 2.5% discount) R 7,375.00 Security Deposit	<input type="checkbox"/>
Total Amount:	<b>R 93,662.50</b>	
Initial Payment Amount:	R 7,375.00 (SECURITY DEPOSIT) R 43,143.75 (RENTAL)	
Biannual Instalment Amount:	<b>R 43,143.75</b>	
Payment Date of First Instalment:	January 1st	
Payment Date of Subsequent Instalments:	June 1st	
<b>Option C: Monthly 10 Instalments</b>	R 88,500.00 R 7,375.00 Security Deposit	<input type="checkbox"/>
Total Amount:	<b>R 95,875.00</b>	
Initial Payment Amount:	R 7,375.00 (SECURITY DEPOSIT) R 8,850.00 (RENTAL)	
Monthly Payment Amount:	R 8,850.00	
Payment Date of Subsequent Instalments:	Monthly Amount Payable ON SIGNING LEASE   1st Feb 2025   1st Mar 2025   1st Apr 2025   1st May 2025   1st June 2025   1st July 2025   1st Aug 2025   1st Sept 2025   1st Oct 2025	
<b>Option C: Monthly 12 Instalments</b>	R 88,500.00 R 7,375.00 Security Deposit	<input type="checkbox"/>
Total Amount:	<b>R 95,875.00</b>	
Initial Payment Amount:	R 7,375.00 (SECURITY DEPOSIT) R 7,375.00 (RENTAL)	
Monthly Payment Amount:	R 7,375.00	
Payment Date of Subsequent Instalments:	Monthly Amount Payable ON SIGNING LEASE   1st Dec 2024   1st Jan 2025   1st Feb 2025   1st Mar 2025   1st Apr 2025   1st May 2025   1st June 2025   1st July 2025   1st Aug 2025   1st Sept 2025   1st Oct 2025	

## 8. Cancellation Policy:

REASON FOR CANCELLATION	DATE CANCELLATION RECEIVED BY	CANCELLATION PENALTY	NOTES
Non-admission to tertiary institution	On or before 15th January	R1,000.00	*
Cancellation for any reason other than non-admission to a tertiary institution	On or before 31st December	R5,000.00	*
Cancellation for any reason other than non-admission to a tertiary institution	On or after 1st January	R5,000.00	<i>Subject to</i> suitable replacement tenant signing lease *
Cancellation for any reason	On or before 30th June	R5,000.00 <i>PLUS</i> 50% of remaining rent due *	<i>Unable</i> to find a suitable replacement tenant *
Cancellation for any reason	On or after 1st July	Total remaining annual rent due	<i>Unable</i> to find a suitable replacement tenant *

**\*Ts&Cs apply**

Initial Lessee:	Initial Parent / Guardian:	Initial Guarantor:	Initial Landlord:
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**9. Contract**

The contract\* amount set out in this Lease Agreement is a fixed price, irrespective of the date of occupation, and will not be reduced. As such, in the event of your occupation after 1 January 2025, payment due will be adjusted where necessary to be in accordance with the payment option and the instalment schedule selected in section 7.

**\*12-month lease payable in full by 1 October 2025**

**DECLARATION:**

I, THE LESSEE, DECLARE THAT I UNDERSTAND THAT THIS IS A FIXED TERM LEASE AGREEMENT AND I HAVE READ AND UNDERSTOOD ALL PROVISIONS HEREOF. WHERE I HAVE NOT UNDERSTOOD A PROVISION, I HAVE OBTAINED LEGAL ADVICE. I FURTHER ACKNOWLEDGE THAT THERE IS NO OPTION TO CANCEL OR TERMINATE THIS LEASE AGREEMENT PRIOR TO THE TERMINATION DATE MENTIONED IN THE LEASE SCHEDULE, SAVE AS CONTEMPLATED IN THE CONSUMER PROTECTION ACT, 2008 (“CPA”). IN THE EVENT OF EARLY CANCELLATION IN TERMS OF THE CPA, A REASONABLE CANCELLATION PENALTY WILL BE PAYABLE BY ME TO THE LESSOR. MY GUARANTOR (AS APPLICABLE) HAS SEEN AND ACKNOWLEDGED THE RENTAL THAT IS PAYABLE FOR THE PREMISES AND THE TERMS OF THIS LEASE AND AGREES THAT SUCH RENTAL IS FINANCIALLY AFFORDABLE. I ACKNOWLEDGE THAT THE ACCOMMODATION IS PROVIDED WITH COMMUNAL SELF-CATERING FACILITIES AND HAVE SATISFIED MYSELF AS TO THE CONDITION OF THE ACCOMMODATION.

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I, THE GUARANTOR, DECLARE THAT I UNDERSTAND THAT THIS FIXED TERM LEASE AGREEMENT **INCORPORATES A GUARANTEE BY MYSELF IN FAVOUR OF THE LESSOR** AND THERE IS NO OPTION FOR THE LESSEE TO CANCEL OR TERMINATE THIS LEASE AGREEMENT PRIOR TO THE TERMINATION DATE MENTIONED IN THE LEASE SCHEDULE, SAVE AS CONTEMPLATED IN THE CPA. I ACKNOWLEDGE THAT I MAY BE HELD LIABLE FOR A CANCELLATION PENALTY SHOULD THIS LEASE AGREEMENT BE TERMINATED PREMATURELY. I HAVE ACKNOWLEDGED THE RENTAL AND OTHER CHARGES THAT ARE/MAY BE PAYABLE FOR THE PREMISES AND THE TERMS OF THIS LEASE AND AGREE THAT SUCH RENTAL AND OTHER CHARGES ARE FINANCIALLY AFFORDABLE BY ME SHOULD I BE CALLED ON TO MAKE PAYMENT OF SAME. I ALSO DECLARE THAT I HAVE READ AND UNDERSTOOD THE CONTENTS OF THIS FIXED TERM LEASE AND THE ACCOMPANYING GUARANTEE. WHERE I HAVE NOT UNDERSTOOD THE CONTENTS OF THIS LEASE AND THE ACCOMPANYING GUARANTEE, I HAVE SOUGHT LEGAL ADVICE.

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| <p>1. IN TERMS OF THE CPA, THE LESSOR IS RESPONSIBLE FOR BRINGING THE ATTENTION OF A LESSEE TO TERMS AND CONDITIONS THAT <i>INTER ALIA</i> -</p> <ul style="list-style-type: none"><li>1.1. LIMIT THE LIABILITY OR RISK OF THE LESSOR OR A THIRD PARTY;</li><li>1.2. CONSTITUTE AN ASSUMPTION OF RISK OR LIABILITY FOR THE LESSEE;</li><li>1.3. OBLIGE THE LESSEE TO INDEMNIFY THE LESSOR OR A THIRD PARTY; AND/OR</li><li>1.4. SERVE AS AN ACKNOWLEDGEMENT OF FACT BY THE LESSEE.</li></ul> <p>2. THE AFORESAID CLAUSES HAVE BEEN BROUGHT TO THE ATTENTION OF THE LESSEE HEREIN BY HIGHLIGHTING SAME IN BOLD FONT AND/OR PROVIDING THAT SUCH CLAUSES NEED TO BE INITIALLED NEXT TO. THE AFORESAID DOES NOT DETRACT FROM THE LESSEE’S AND GUARANTOR’S OBLIGATION TO READ THE FULL AGREEMENT AND ENSURE THAT THEY UNDERSTAND EACH PROVISION HEREOF. WHERE THERE IS ANY UNCERTAINTY, THE LESSEE AND/OR THE GUARANTOR ARE REQUIRED TO SEEK CLARITY FROM THE LESSOR AND/OR SEEK LEGAL ADVICE.</p> |
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Initial Lessee:	Initial Parent / Guardian:	Initial Guarantor:	Initial Landlord:
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**LEASE TERMS AND CONDITIONS:**

**1. THE PREMISES, PERIOD AND RIGHT TO LEASE**

- a. The Lessor hereby lets to the Lessee who hereby hires from the Lessor the Premises.
- b. The lease shall commence on the Commencement Date and terminate on Termination Date.

**2. RENTAL**

- a. The Lessee shall pay to the Lessor the Annual Rental indicated in section 7 of the Schedule in such proportions and at such times as set out in section 7.
- b. It is recorded and agreed that the initial Rental amounts payable prior to the Commencement Date as referred to in the Schedule and this Lease shall be held by the Lessor on behalf of the Lessee until the Commencement Date, at which point the Lessor shall be entitled to the Rental so paid, and all subsequent Rental paid, provided that the Lessor has tendered occupation of the Premises to the Lessee (subject to the provisions of clause 3.a)
- c. The payment of the Rental shall be secured by the provision of a guarantee by the Guarantor on the terms set out in clause 30, or on such further or other terms and conditions acceptable to the Lessor in its sole discretion. The Guarantor shall execute the guarantee in clause 30 simultaneously with or as soon as possible after the signature of this Lease by the Lessee.
- d. The Rental shall be payable in accordance with section 7 of the Schedule in advance, without deduction or set-off. The Rental is payable to the Lessor by way of electronic funds transfer into the bank account nominated by the Lessor in writing, or by such other means as the Lessor may from time to time direct. Should the Lessee pay by cash deposit or other means that incurs bank charges to the Lessor, those fees will be for the Lessee's account.
- e. Failure to make timeous payments by the Lessee, shall be breach of contract, and paragraph 19 shall apply, in addition to the rights of the Lessor to proceed against the Guarantor.
- f. **The Lessor reserves the right to charge a late payment fee of R 500.00 (five hundred Rand) per late payment in the event that the Lessee does not make payment of any amount due in terms of this Lease within 3 (three) days of such amount becoming due and payable.**

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**3. UPFRONT DEPOSIT AND REGISTRATION FEE**

- a. The Lessee shall on signature of this agreement pay an upfront registration fee to the Lessor in a sum equal to the amount recorded in section 6 of the Schedule. On signature hereof the Lessee shall pay the Deposit to the Lessor. **The Lessor shall not be required to tender occupation of the Premises until such time as the Lessor has received the Deposit.**

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- b. The Lessor shall invest the Deposit held by it in an interest-bearing account, with the interest accruing thereon being for the benefit of the Lessee.
- c. **The Lessor shall be entitled to apply the whole or any part of the Deposit, plus the interest accruing thereon, towards satisfaction of any amount due by the Lessee to the Lessor in terms of this Agreement. Should the Lessor make use of any portion of the Deposit as aforesaid, it shall account to the Lessee and the Lessee will be required to restore the Deposit to the amount set out in section 6 of the**

**Schedule within 3 (three) Business Days of the Lessor requesting same in writing.**

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- d. The Lessor shall refund the Deposit (or the balance thereof) to the Lessee within the later of 7 (seven) days after termination of this Agreement (where the Lessee is not liable for any repairs, damages, or other obligations) or within 14 days of the date on which the Lessee has complied with its obligations set out in this Agreement in full.

**4. USE OF PREMISES**

- a. The Premises shall be used for student accommodation 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 or in the Building, 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 neighbours, the other persons occupying accommodation at the Building or any other person or persons.
- b. The Premises shall not be occupied by more persons than are indicated in this Lease as Lessees. In any event, the Premises shall not be occupied by anyone who has not been identified as the Lessee in terms of the Lease, without the prior written consent of the Lessor.

**5. REGISTRATION AS STUDENT**

- a. The Lessee shall be a registered student of a recognised tertiary educational institution as set out in the Schedule or otherwise authorized by such institution to occupy the Premises.
- b. The Lessee warrants that he / she shall at all material times for the period of this Lease be registered as a student in terms of the aforesaid and failure to comply with this obligation will constitute a material breach of this Lease, entitling the Lessor to the remedies provided for herein and at law.

**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 the Building or to reside thereon or to obtain possession thereof for any period whatsoever, with or without remuneration.

**7. ELECTRICITY AND WATER**

- a. Included in the Rental is the charge for the reasonable use and consumption by the Lessee of all electric current and water consumed upon the Premises.
- b. **The Lessor reserves the right to impose an additional charge for any unreasonable or excessive use and consumption by the Lessee of electrical current and water consumed by the Lessee in the Premises or in the Building, which additional charge shall be paid for by the Lessee on demand by the Lessor.**

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**8. INSURANCE AND INSURANCE PREMIUMS**

- a. 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 in its discretion.
- b. **The Lessee shall be responsible, if he / she so desires, for effecting in his / her own name a policy or policies to cover his / her possessions and the other effects anywhere in the Building and shall be liable for payment of all premiums in respect thereof, it being agreed that the Lessor shall have no liability**

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whatsoever to the Lessee should any of the Lessee's property at the Premises be damaged, stolen, lost or destroyed.

c. **The Lessor shall not be responsible for any loss or damage or any personal injury suffered by the Lessee or his / 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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d. The Lessee shall not bring, nor permit to be brought, upon the Premises or in the Building 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.

e. **If the Lessor's insurance premiums are increased as a result of a contravention of this clause or any other provision herein by the Lessee, the Lessor, 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 of the contravention.**

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**9. BY-LAWS**

The Lessee shall strictly observe all Government, Provincial and Municipal Laws, By-Laws and Regulations applicable to the Premises and the conditions of title of the Property on which the Premises is located.

**10. RULES**

a. The Lessor has imposed rules relating to the conduct of the occupants of the Building, which are aimed at protecting the safe and equal enjoyment for all the occupants of the Building and to ensure a safe, orderly and pleasant living environment conducive to academic success ("**House Rules**"). A copy of the House Rules in effect as at the signature date is attached to this Lease Agreement.

b. The House Rules set out in the attachment hereto, as amended from time to time, shall be deemed to be incorporated into this Lease Agreement.

c. The Lessor may at any time amend the House Rules as it deems fit and shall provide a copy of the amended House Rules to the Lessee, which amendments the Lessee will be bound to conform to.

d. **The Lessee by his / her signature hereto hereby agrees to be bound by the House Rules relating to the Building in force from time to time and to ensure that the Lessee, his / her guests or invitees at all times obey the House Rules.**

e. Failure to comply with the House Rules will constitute a material breach of this Lease Agreement, entitling the Lessor to the remedies provided for in this Lease Agreement and at law.

**11. 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 in force from time to time.

**12. 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. The Lessor shall not be

responsible for any loss or damage which the Lessee may sustain as a result of the main walls, roof or other structural parts of the Premises being or becoming in a defective condition, nor as a result of any act or omission on the part of the Lessor or his servants.

**13. LESSEE'S MAINTENANCE**

a. Prior to the Lessee taking occupation of the Premises, the Lessor, or its agent, and the Lessee shall conduct a joint inspection of the Premises, and all furniture and equipment thereat, and note any defects therein. The lists of defects, if not repaired by the Lessor prior to the Commencement Date, shall be signed by the Lessee and the Lessor and attached as an annexure hereto.

b. The Lessee hereby agrees and undertakes to keep and maintain the Premises and the furniture situate therein in good order and condition and in a clean, sanitary and tenable condition during the currency of this Lease Agreement and any renewal thereof and undertakes that at the termination of this Lease Agreement he / she will return and redeliver the Premises and the furniture to the Lessor in the same good order and condition, fair wear and tear only excepted. The keeping and maintenance of the Premises and furniture in good order and condition shall be deemed to include, inter alia, maintenance and repairs where necessary to all furniture, walls, doors, windows, electric bulbs and connections, taps, drains, sewerage and the keeping of all sewerage free from blockage.

c. **The Lessee and the Lessor shall undertake a joint inspection of the Premises within the 3 days prior to the expiration hereof to determine the Lessee's liability for repairs and maintenance of the Premises. If the Lessee fails to respond or make himself/herself available for an inspection, the Lessor will inspect the Premises within 7 days of the expiration of the Agreement and advise the Lessee of its liability for repairs and maintenance of the Premises.**

d. **Should the Lessee fail to comply with the foregoing conditions by inter alia failing to repair any damage to the Premises or failing to return the Premises to the Lessor in the same good order and repair, the Lessor may, on behalf of the Lessee, expend any sum necessary for the maintenance etc. as referred to in this clause, and any amounts so spent shall be payable by the Lessee to the Lessor on demand and the Lessor shall be entitled to deduct such amounts from the Deposit as referred to above.**

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**14. Electrical Installations**

The Lessee hereby undertakes in no manner whatsoever to interfere with the present electrical installations on the Premises without the consent of the Lessor first had and obtained and shall affix or connect no electric lamps, motor or heaters other than those designed for use for the electric current supplied to the Premises. The Lessee shall be liable for all damages done to such electrical installations by "short circuits" and related damages.

**15. DAMAGE TO THE PREMISES AND BUILDING**

a. The Lessee shall not drive nor permit to be driven any nails or screws into the walls or ceilings of the Premises or any portion of the Premises or the Building.

b. 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, which approval may be withheld in the Lessor's sole discretion.

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- c. **The Lessee shall be liable for any damages caused to the Premises or the Building or any part thereof by reason of moving any furniture or other things to or from the Premises.**
- d. **The Lessee shall be liable to the Lessor for any damage caused to the Premises, or the Building, by the Lessee, its guests or invitees, which shall include but not be limited to damages caused to the appliances, furniture, fittings, equipment or structure of the Premises and Building.**
- e. **The Lessee shall further be liable in full and holds the Lessor harmless for any damages, claims, costs and legal fees arising from the Lessee's conduct at or around the Premises and/or Building, the Lessee damaging any of the Lessor or any other occupant of the Building's property, damaging any property of a neighbour and/or causing nuisance of any nature whatsoever at the Premises.**

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**16. LESSOR'S ACCESS**

- a. **The Lessor or its agent(s) shall be entitled at all reasonable times to enter the Premises to inspect the condition thereof and with its workmen, agents or others, to execute such repairs to the Premises, both external and internal, as shall be compatible with the proper repair and upkeep of the Premises and the Building.**
- i. **The Lessor or a contractor employed by the Lessor shall be entitled at any time for the purposes of fulfilling its obligations in terms of this clause 16, or to carry out any repairs, additions or alterations to the Premises which the Lessor is required from time to time to carry out by any competent authority, to such right of access to the Premises as is reasonably necessary for the carrying out of that work. In attending to the aforesaid, the Lessor, its agents or contractors shall use their best endeavours to not unnecessarily or unreasonably interfere with the occupation of the Premises or Building during the carrying out of work and shall attend to same as quickly and reasonably as possible. **Notwithstanding, the Lessee shall under no circumstances have any claim against the Lessor or its agents or contractors for loss of beneficial occupation or otherwise, and it is specifically agreed that neither the Lessor nor any contractor or agent shall be liable for any loss or damage to person or property arising out of such operations and the Lessee indemnifies and shall not hold liable the Lessor and/or the contractor accordingly.****
- ii. **Should the lessee prevent access, in any way, into their room or any other space on the premises for the lessor or its agents and contractors to complete any inspection, maintenance, or repair work they will be liable for the cost of any call out charge or cost incurred by the Lessor for such maintenance or repair work.**

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**17. KEYS**

The Lessee shall be handed, prior to commencement of this Lease Agreement, the keys to the Premises. The Lessee undertakes that upon termination of this Lease he / 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 will be provided by the Lessor, at the Lessee's expense.**

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**18. DESTRUCTION OF PREMISES**

- a. **Should the Building in which the Premises is situate be destroyed by fire or through any other cause during the period of this Lease in such manner to render the Premises untenable, then this Lease Agreement shall in consequence, be terminated.**
- b. **Should the Building be only damaged or partially destroyed by fire or through any other cause, but the Premises remains tenable then this lease shall not be terminated and the Lessee shall continue to pay the Rent.**

**19. BREACH**

- a. **In the event of any breach of this Agreement and the Lessee failing to remedy such breach within a period of 5 (five) days following notice from the Lessor, the Lessor shall be entitled but it shall not be obliged to:**
  - i. **cancel the Lease Agreement and to enter into and take possession of the Premises, 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 or;**
  - ii. **demand specific performance by the Lessee of the relevant provisions of the Lease Agreement; and/or**
  - iii. **claim all such damages as may have been suffered by the Landlord as a consequence of the Lessee's breach; and/or**
  - iv. **vary the terms of the Lease by making it thereafter terminable on ONE (1) months' notice given by the Lessor.**
- b. **Should this Agreement be cancelled as a result of a breach committed by the Lessee or should this Lease be terminated prematurely by the Lessee, then the Lessor shall be deemed to have suffered damages in an amount equal to 2 months Rental and, in addition, the Lessor shall be entitled to retain the Deposit as liquidated damages.**

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**20. CONTRAVENTION**

- a. **In the event of the Lessor cancelling this Lease and the Lessee disputing the right to cancel and remaining in occupation of the Premises, the Lessee shall, pending the determination of such dispute by litigation or otherwise, continue to pay to the Lessor 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 Lessor shall be entitled to accept and recover such payments.**
- b. **The acceptance thereof shall be without prejudice to and shall not in any way whatsoever affect the Lessor's rights then in dispute. Should the dispute be determined in favour of the Lessor, the payments made and received in terms of clause 20 shall be deemed to be amounts paid by the Lessee on account of damages suffered by the Lessor by reason of the cancellation of the Lease and/or the unlawful holding over by the Lessee.**

**21. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the Republic of South Africa.

**22. DOMICILE**

- a. **Any notice required to be given under this Lease shall be sent in writing to the Lessor at The Manager's Office, The Digs on Church, 21-23 Church Street, Cape Town,**

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Western Cape, 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, at which addresses they respectively choose as their "*domicilium citandi et executandi*".

b. Any notice to be given by either party to the other shall be of no force or effect unless hand delivered in person, sent by courier or if sent by email to the email addresses stipulated in the Schedule.

**23. COSTS**

Each Party shall bear their own costs in respect of or incidental to the negotiation of this Agreement.

**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 and signed by all parties, including the Guarantor, in order for it to be of effect.

**25. ENTIRE AGREEMENT**

It is hereby further specifically agreed that this agreement including its annexures and the Schedule 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 that the Lessor shall not be binding or enforceable against the Lessor.

**26. INVALID CLAUSE**

In the event that any of the clauses in the 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**

a. In this clause 27, the Lessee's officers, family, dependents, guests, employees, agents, contractors, concessionaires (where applicable), and the occupant(s) of the Premises shall be collectively referred to as "Invitees".

b. Neither the Lessee nor its Invitees shall have any claim against the Lessor or the Lessor's directors, employees, servants, officials or agents for any loss, damage or injury, nor shall the Lessee have any claim for remission of Rental or withholding of the Deposit, monthly rental, or any other amount due hereunder nor for cancellation of this Lease, arising directly or indirectly from breach by the Lessor of its obligations under the Lease; performance by the Lessor of its obligations under the Lease (provided that the Lessor shall interfere with the Lessee as little as is reasonably possible in so performing); theft from the Premises or the Building; failure or interruption or malfunction of services to the Premises or Building; vis major, casus fortuitus or any other cause wholly or partly beyond the Lessor's control; and notwithstanding any negligence by the Lessor or the Lessor's directors, employees, servants, officials or agents. The Lessee is advised to insure its interests accordingly and is referred to the further provisions of this Lease.

c. Notwithstanding the provisions of clause 27 above, the Lessor shall not be excused from specific performance of any of its obligations under this Lease.

d. The Lessee hereby indemnifies the Lessor and its directors, employees, servants, officials and agents and holds the Lessor 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 Premises or the Building.

e. Should the Lessor, without fault on its part, be made a party to any litigation by or against the Lessee or as a result of the Lessee's conduct, the Lessee indemnifies the Lessor and holds the Lessor 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 Lessor in connection with such litigation.

f. Neither the Lessor, its agent(s) or employees, shall be liable for any damages, whether direct or indirect damages, injury or loss of life caused to the Lessee, the Lessee's property or the Lessee's invitees, for any reason whatsoever.

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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 Building during the term of the Lease. The sale of the Building 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 resile from the Lease or to claim damages as a result thereof.

**29. NSFAS**

a. In the event that the Lessee may qualify for financial assistance from the National Student Financial Aid Scheme ("NSFAS") (or its successors in title) for this Lease during the Lease Period and NSFAS or the Lessee pays such amounts in full to the Lessor who receives such amounts in full, then the Lessor shall refund to the Lessee any amounts received by it in excess of the Lessee's total obligations in terms of this Lease.

b. Notwithstanding the terms of this clause 29, the Lessee and / or the Guarantor shall remain liable to the Lessor for the timeous performance of all of the Lessee's obligations in terms of this Lease irrespective of the Lessee's qualification for NSFAS assistance.

c. The Lessee expressly accepts that the conclusion of this Lease is not conditional upon its receipt of any NSFAS assistance for the Lease Period.

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**30. GUARANTEE FROM GUARANTOR**

a. This Guarantee shall bind the Guarantor as of the Signature Date of this Lease.

b. This Guarantee shall be of full force and effect -

- i. until the Lessee no longer has any commitment, obligation or liability (whether actual or contingent) under the Lease;
- ii. until all of the Lessee's obligations under this Lease have been fully discharged, and the Guarantor shall not be entitled to withdraw or cancel this Guarantee unless and until the Lessor has notified the Guarantor in writing that full payment and discharge has occurred;
- iii. notwithstanding any addition to or variation, amendment, consensual or other cancellation and restatement, novation, and/or waiver of any right howsoever arising of or under the Lease;
- iv. notwithstanding any release, waiver or abandonment by the Lessor of any or all of its

Initial Lessee:	Initial Parent / Guardian:	Initial Guarantor:	Initial Landlord:
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- rights in respect of any other form of security which it may have securing the Lessee's obligations, or such other forms of security, if any (hereafter referred to collectively as "Other Securities");
- v. notwithstanding any latitude, indulgence or extension of time which may be allowed or shown by the Lessor to the Guarantor or such other person who shall have furnished guarantees or other securities to the Lessor.
- c. Without prejudice to any other provision in this Lease or Guarantee, –
- i. this Guarantee shall be a continuing security and shall remain in force notwithstanding any intermediate payment or discharge in whole or in part of the Lessee's obligations and shall apply to the ultimate balance thereof; and
  - ii. where any discharge (whether in respect of any amounts hereby guaranteed, this Guarantee, any other security for the Lessee's Obligations or otherwise) is made in whole or in part, or any arrangement is made on the faith of any payment, security or other disposition, which discharge or arrangement is voided or must be repaid on winding-up, or repaid otherwise, without limitation, the liability of the Guarantor under this Lease shall continue as if there had been no such discharge or arrangement.
- d. The Guarantor hereby irrevocably and unconditionally –
- i. guarantees, as a principal and primary obligation, in favour of the Lessor, the due and punctual observance and performance by the Lessee of all the Lessee's obligations under this Lease;
  - ii. undertakes to pay to the Lessor all amounts which become payable by the Lessee under the Lease and which are not paid strictly on due date; and
  - iii. indemnifies the Lessor directly on demand against any cost, loss, or liability suffered by the Lessor if any obligation guaranteed by the Guarantor in terms of this Guarantee is or becomes unenforceable, invalid or illegal (and the amount of the cost, loss, or liability shall be equal to the amount which the Lessor would otherwise have been entitled to recover).
- e. The Lessor shall not be obliged, before lodging a Claim against the Guarantor, to make any demand on the Guarantor, to take any action against the Guarantor, or to obtain any judgment in any court against the Guarantor, to make or file any proof of its claim in the winding-up or dissolution of the Guarantor, or to enforce or seek to enforce any credit support or security which it may hold in respect of the Lessee's obligations.
- f. The liability of the Guarantor hereunder in respect of the Lessee's obligations shall not be prejudiced, affected, or diminished by any act, omission, circumstance, matter or thing, of whatsoever nature, which, but for this clause 30, might operate to release or otherwise exonerate the Guarantor from its obligations hereunder, in whole or in part, including, and whether or not known to the Guarantor, –
- i. any time or waiver granted to or composition with the Guarantor or any other person;
  - ii. the variation, compromise, renewal or release or refusal or neglect to perfect or enforce any right, remedy or security against the Guarantor or any other person;
  - iii. any variation of or extension of the due date for performance of any duty or obligation in terms of or arising from, or in connection with the Lessee's obligations (with the intent that the Guarantor's obligations in respect of the Lessee's obligations shall apply to such term as varied or in respect of the extended due date), or any increase, reduction, exchange, acceleration, renewal, surrender, release or loss of or failure to perfect any of the Lessee's obligations or any security therefore, or any non-presentment or non-observance of any formality in respect of any instrument, or otherwise;
  - iv. the winding-up or any change in the name or constitution of the Parties, the Guarantor, or any other person; or
  - v. any legal limitation, disability, incapacity or other circumstance relating to the Guarantor or to any other person.
- g. The Lessee shall not be concerned to see or investigate the powers or authorities of the Guarantor or its officers or agents, and Lessee's obligations incurred in the purported exercise of such powers or authorities or by any person purporting to be or to represent the Guarantor shall be deemed to form a part of the Lessee's Obligations, and the expression "Lessee's Obligations" shall be construed accordingly.
- h. This Guarantee shall be in addition to and shall not in any way be prejudiced by any credit support or other security now or hereafter held by the Lessor as credit support or security for the Lessee's obligations. The rights of the Lessor hereunder are in addition to and not exclusive of those provided by law.
- i. The Guarantor hereby renounces the benefits of the exceptions of no value received, non numeratae pecuniae (i.e. that the money has not been paid to the Guarantor), non causa debiti (i.e. that no just cause exists for the debt of the Guarantor), revision of accounts, and all other legal benefits and exceptions (to the extent applicable) with the full force, meaning and effect whereof the Guarantor declares itself to be acquainted.
- j. The Guarantor hereby irrevocably indemnifies and holds the Lessor harmless against (and shall on demand pay to the Lessor), all reasonable expenses (including legal and reasonable out-of-pocket expenses on the attorney and own client scale), reasonable charges, disbursements and fees of a like nature, including all taxes, incurred by the Lessor in preserving, enforcing or defending, or attempting to preserve, enforce or defend, any of its rights under this Guarantee.
- k. A certificate signed by any director or manager (whose appointment, authority or qualification need not be proved) for the time being of the Lessor shall be –
- i. prima facie proof of the quantum of any amount payable by the Guarantor to the Lessor in terms of this Guarantee; and
  - ii. valid, together herewith, for any purpose and as a liquid document (alternatively as proof of a

Initial Lessee:	Initial Parent / Guardian:	Initial Guarantor:	Initial Landlord:
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liquidated amount) in any court of competent jurisdiction for the purpose of obtaining provisional sentence, summary judgment or any other judgment against the Guarantor, and the Guarantor acknowledges its indebtedness in respect of any amount so certified.

- I. All payments made by the Guarantor under this Agreement will be made free of any deductions of whatsoever nature and without set-off or other withholding whatsoever by way of a deposit into a bank account designated by the Lessor.
- m. Any amount due by the Guarantor hereunder will bear interest at the prime interest rate quoted by the

Lessor's bankers from time to time, and shall be calculated from, and including, the date on which the amount became due for payment to, but excluding, the date of actual payment.

- n. This Guarantee will also be for the benefit of and be binding upon the Lessor's successors in title and assigns, it being recorded that the Guarantor may not assign its obligations in terms of this Guarantee and that the Lessor shall be entitled on written notice to cede and assign its rights and obligations in terms of this Guarantee in its sole discretion.

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**Consent Clause: application form and agreement**

The Lessee and the Guarantor hereby consent and authorise the Lessor or its agent to at all times:-

- a) contact, request and obtain information from any credit provider (or potential credit provider) or registered credit bureau relevant to an assessment of the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Lessee and/or the Guarantor;
- b) furnish information concerning the behaviour, profile, payment patterns, indebtedness, whereabouts, and creditworthiness of the Lessee or Guarantor to any registered credit bureau or to any credit provider (or potential credit provider) seeking a trade reference regarding the tenant's dealings with the landlord.

**NOTICE:** (Current tenants)

**Invoice / Statement**

**Pinoak Investments (Pty) Ltd** is affiliated to TPN Credit Bureau, a registered credit bureau, where all account payment profiles, patterns, and behaviour is recorded monthly with the credit bureau for the purposes as per the National Credit Act.

	Signature: ↓	Date: ↓	Place: ↓
Student Signature:			
Parent / Guardian Signature:			
Guarantor Signature:			
On Behalf of Pinoak Investments (PTY) Ltd			

Initial Lessee:	Initial Parent / Guardian:	Initial Guarantor:	Initial Landlord:
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